

Memorandum of Understanding

Between

**CITY OF LA MESA, CALIFORNIA,
MUNICIPAL EMPLOYEE RELATIONS COMMITTEE,
hereinafter known as MERC,**

and

**LA MESA POLICE OFFICERS' ASSOCIATION,
hereinafter known as ASSOCIATION**

SECTION 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between EMPLOYEES (hereinafter referred to as "EMPLOYEES") represented by the La Mesa Police Officers' Association (hereinafter referred to as "ASSOCIATION") and further represented by the Police Officers Negotiating Committee (hereinafter referred to as POANC) and the City of La Mesa (hereinafter referred to as "CITY") represented by the Municipal Employee Relations Committee of the City of La Mesa (hereinafter referred to as "MERC").

POANC agrees to recommend ratification to its membership, and MERC agrees to recommend to the City Council of the CITY that all terms of this MOU be adopted in full by Resolution of the City Council. Upon such adoption, all terms and conditions of this MOU shall then become effective without further action by either party on December 14, 2004.

SECTION 1.02 RECOGNITION

For the purpose of meeting and conferring in accordance with the Meyers-Milias-Brown Act, the ASSOCIATION is formally recognized as the duly authorized representative of the SWORN EMPLOYEES in the following job classifications:

- Police Officer
- Police Sergeant
- Police Corporal

The ASSOCIATION is also formally recognized as the duly authorized representative of the NON-SWORN EMPLOYEES in the following job classifications:

Animal Control Officer
Community Services Officer
Communications Supervisor
Police Dispatcher I
Police Dispatcher II
Police Property Officer
Police Services Technician

SECTION 1.03 SCOPE OF MEETING AND CONFERRING

The scope of representation shall include, but not be limited to, wages, hours, and other terms and conditions of employment.

SECTION 1.04 MEET AND CONFER PROCESS

A reasonable number, not to exceed five, of ASSOCIATION representatives will be allowed reasonable time off without loss of compensation or other benefits when formally meeting and/or meeting and conferring with representatives of the CITY on matters within the scope of representation.

SECTION 1.05 ACCESS TO WORK LOCATIONS

Reasonable access to EMPLOYEE work locations shall be granted officers of the ASSOCIATION and its official representatives, for the purpose of processing grievances or contacting members of the ASSOCIATION concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or the Municipal Employee Relations Officer or their designees. Access shall be restricted so as not to interfere unduly with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of ASSOCIATION, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during working hours except as authorized by the Department.

SECTION 1.06 USE OF CITY FACILITIES

The ASSOCIATION may, with the approval of the Municipal Employee Relations Officer, be granted the use of CITY facilities during non-work hours for meetings of EMPLOYEES provided space is available and provided such meetings are not used for organizational activities or membership drives of EMPLOYEES. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The use of CITY equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards is strictly prohibited, the presence of other equipment in approved CITY facilities notwithstanding.

SECTION 1.07 USE OF BULLETIN BOARDS

The ASSOCIATION may use a designated CITY bulletin board space under the following conditions:

- A. The Police Chief and the ASSOCIATION shall designate the authorized bulletin board space by mutual agreement, and said space shall be the only space, which is authorized for the posting of ASSOCIATION business. The ASSOCIATION shall have sole and exclusive use of the space.
- B. Materials posted on the bulletin board shall be only for legitimate communication with members and shall not be offensive to good taste, defamatory, involve support or opposition to candidates for, or incumbents in, political office, or be in violation of Section 1.45 of this MOU.
- C. All material must be dated and authenticated and identify the ASSOCIATION.
- D. Materials considered objectionable by the department head under the terms of these guidelines shall be removed provided, however, that the department head shall first discuss the matter with the ASSOCIATION and then with the Municipal Employee Relations Officer.
- E. The ASSOCIATION shall be responsible for maintaining the space provided in an orderly condition under the terms delineated in this section and shall promptly remove outdated materials.

SECTION 1.08 DUES DEDUCTION

EMPLOYEES may authorize ASSOCIATION dues deduction or cancellations upon forms provided by the Administrative Services Department - Finance Division of the CITY.

Dues withheld by the CITY shall be transmitted to the officer designated in writing by the ASSOCIATION as the person authorized to receive such funds, at the address specified.

The ASSOCIATION, upon receipt of the dues deducted, shall indemnify, defend, and hold the CITY harmless against any claims made and against any suit instituted against the CITY on account of check-off of ASSOCIATION dues. In addition, the ASSOCIATION shall refund to the CITY any amounts paid to it in error upon presentation of supporting evidence.

The CITY shall remit said withholdings to the ASSOCIATION in a timely manner.

SECTION 1.09 GRIEVANCE PROCEDURE

A grievance procedure is appended as Annex A.

SECTION 1.10 GENERAL

The CITY will correct errors in record keeping and will make retroactive adjustments for salary and leave time purposes. Unless specifically provided by law or elsewhere in this Memorandum of Understanding, such adjustments will be limited to a maximum period of one year prior to the time of discovery. Any monies owed by the EMPLOYEE, or owed by the CITY, will be retroactive for one year only. For purposes of this section, discovery is that date on which the CITY notifies the EMPLOYEE, or that date on which the EMPLOYEE notifies the CITY of such error.

SECTION 1.10.01 DRUG FREE WORKPLACE

The CITY and the ASSOCIATION both agree that the use, and/or being under the influence of drugs on the job may detrimentally affect the work performance, safety and security of EMPLOYEES, and commit to a "drug-free workplace".

SECTION 1.10.02 TOBACCO PRODUCT USE

The CITY and the ASSOCIATION both agree that the use of cigarettes and other tobacco products can adversely affect the health and work performance of EMPLOYEES, and commit to a "tobacco-free" workplace. This will mean that EMPLOYEES shall not smoke or use tobacco products while on duty. EMPLOYEES are not permitted to smoke while in City buildings or in City vehicles at any time.

Non-Sworn EMPLOYEES may smoke or use tobacco products when on lunch or rest periods but only outside in non-public areas as designated by the Police Chief.

City policy shall be to prohibit smoking and use of tobacco products in City buildings or in City vehicles.

SECTION 1.11 HOURS OF WORK AND OVERTIME

A. The shift schedules established by the Department are defined as follows:

5-8 Schedule: The normal hours of work for those working the 5-8 schedule shall be forty (40) hours per week of five (5) consecutive days of eight (8) hours each or five (5) work days with two (2) consecutive days off in a work period.

4-10 Schedule: The normal hours of work for those working the 4-10 schedule shall be forty (40) hours per week of four (4) consecutive days of ten (10) hours each or four (4) work days with three (3) consecutive days off in a work period.

5-9 Schedule: The normal hours of work for those working the 5-9 schedule shall be forty (40) hours per week of five (5) consecutive days of nine (9) hours each including a one (1) hour "duty free" lunch period.

3-12 Schedule: The normal hours of work for those working the 3-12 schedule shall be eighty (80) hours per fourteen (14) day work period consisting of six (6) days of twelve (12) hours each plus one (1) day of eight hours.

Lunch periods shall be defined in section "C" below.

Employees shall indicate their preference for available shifts/days off by seniority. Final approval shall be subject to operational needs as determined by the Chief of Police in consultation with the ASSOCIATION.

B. The following definitions shall apply to hours of work and overtime:

Work Period: A work period for the 5-8, 5-9, and 4-10 schedules shall consist of seven (7) consecutive days, beginning and ending at 7:00 a.m. on Sunday except for the 3-12 schedule. A work period for the 3-12 schedule shall consist of fourteen (14) consecutive days, beginning and ending at 7:00 a.m. on Sunday.

Work Hours: "Hours worked" for the purpose of calculating overtime shall include any scheduled or unscheduled shifts (either full or in part), court time, formal classroom training time (excluding class preparation time), Labor Code Section 4850 time, holiday leave, vacation, sick leave, compensatory time off, weapons qualification, and report writing.

In the event that an EMPLOYEE is required by the CITY to attend training or perform other official functions at the direction of the CITY, travel time to and from the required training/duty site to the La Mesa Police Station or home, whichever is closer shall be considered as hours worked and paid accordingly. In the event that the EMPLOYEE is required to report to the La Mesa Police Station prior to the required training/duty, then travel time from the La Mesa Police Station shall be considered as hours worked.

In the event that the CITY deems it necessary to telephone an off-duty EMPLOYEE at home for information, the actual time spent on the telephone will be considered as hours worked and paid accordingly. This provision does not apply when the City is only making notification of shift and/or schedule change.

Overtime: For full-time EMPLOYEES, overtime shall be any "hours worked" beyond the EMPLOYEE'S regular daily shift (as defined in Section A), or over forty (40) hours per work week (eighty (80) hours per work period for the 3-12 schedule). Overtime pay shall be one and one-half (1½) times the EMPLOYEE'S regular rate of pay unless another rate is specifically provided in this MOU.

For EMPLOYEES regularly working less than a forty-hour workweek, overtime shall be any "hours worked" beyond the applicable regular daily shift for a full-time EMPLOYEE or over forty (40) hours per work week. (For example, an EMPLOYEE regularly working four (4) hours per day on a 5-8 shift would be paid overtime after

working eight (8) hours per day or over forty (40) hours per week.)

C. Each daily shift schedule shall include:

5-8, 4-10, and 3-12 schedules: Each shift shall include one meal break and two (2) fifteen (15) minute rest periods. The meal period will consist of thirty (30) minutes for a 5-8 or 4-10 shift, while the meal period will be forty five (45) minutes for a 3-12 shift. A fifteen (15) minute "line-up" may be scheduled before the shift begins to be paid on an overtime basis or such "line-up" may be included within the regular workday, at the option of the CITY.

5-9 schedule: Each shift shall include eight (8) hours of work time, including two (2) fifteen (15) minute rest periods, exclusive of a one (1) hour duty-free non-paid lunch period.

D. The CITY will make every reasonable effort to schedule uniformed EMPLOYEES for their meal period, and uniformed EMPLOYEES shall remain available either by radio or by phone.

E. Overtime limitation: Except in emergency conditions or unforeseen or extraordinary circumstances, an EMPLOYEE will not be required to work more than twelve (12) hours in any 24-hour period.

F. If an EMPLOYEE is unable to work a regularly scheduled shift after being required to work more than 12 hours in any 24-hour period, the employee will be permitted an off-work period of at least ten (10) hours before his/her next scheduled shift. If a ten (10) hour period does not exist, the EMPLOYEE will be permitted to take authorized absence without pay or accrued paid leave for his/her next shift, at the EMPLOYEE'S selection, without loss of benefits or other accrued leave.

G. If an EMPLOYEE works more than 12 hours in any 24-hour period and qualifies for an off-work period as provided in paragraph "F" above and the CITY does not permit the EMPLOYEE the rest period, any work beyond the 12 hours will be at an overtime rate. Payment for the preceding 12 hours shall be as otherwise provided in this MOU.

H. Except during changes of shift, it shall be the CITY'S policy to avoid scheduling EMPLOYEES to work more than seven days in a row without mutual consent. If an EMPLOYEE is scheduled to work more than seven days in a row, the CITY will compensate the EMPLOYEE at an overtime rate for all time worked on the eighth and succeeding days until his or her next scheduled day off. This payment of overtime will not be provided if the EMPLOYEE and the Division Commander mutually agree upon the schedule or if the EMPLOYEE works more than seven days in a row at the time of shift change.

I. Split Shifts: Any shift may be split with the prior mutual agreement of the

EMPLOYEE and supervisor with approval of the Police Chief.

- J. Flex Time: A flex time schedule may be worked on any shift with the prior mutual agreement of an EMPLOYEE and supervisor with the approval of the Police Chief.
- K. Police Dispatchers and Police Services Technicians working a 5-8 or 4-10 schedule with a paid duty meal break must remain in the station during lunch periods so that they may respond to emergencies as needed.

SECTION 1.11.02 REDUCED WORKWEEK

The following section applies to NON-SWORN EMPLOYEES only

The CITY may permit full-time EMPLOYEES to work a regularly scheduled reduced workweek with the approval of the Police Chief. Salary and benefits for EMPLOYEES working a reduced workweek will be proportional to the regularly scheduled reduced week as shown below.

35 - 39 hours per week	= Full benefits
30 - 34 hours per week	= 75% benefits
20 - 29 hours per week	= 50% benefits
Less than 20 hours per week	= No benefits

SECTION 1.12.01 HOLIDAY LEAVE

In lieu of observing current CITY holidays, EMPLOYEES shall be allowed to be absent at the rate of 112 hours per calendar year according to the following procedure:

- A. Each EMPLOYEE shall be credited on January 1 with an advance posting of 112 hours of available holiday time.
- B. New EMPLOYEES who commence employment after January 1 shall be credited with an advance posting of the number of actual CITY holidays yet remaining in the calendar year.
- C. EMPLOYEES may carry forward up to twenty four (24) hours of holiday time per year with a maximum accumulation of 80 hours of holiday time. Holiday time off will be guaranteed if the request is made seven (7) calendar days in advance of the affected shift and minimum staffing levels are met at the time of the request.
- D. Except as provided in section "C" above, holiday time cannot be accumulated and must be used by March 1 of the following calendar year.
- E. Scheduled holiday time may be canceled by the EMPLOYEE provided that the EMPLOYEE has provided a minimum of seven (7) calendar days notice

prior to the start of the scheduled holiday time. Scheduled holiday time may be cancelled by the EMPLOYEE with less than seven (7) calendar days notice only upon approval of the Division Commander.

- F. If an EMPLOYEE is separated prior to December 31, and if the pre-credited holidays, which occur after separation, have been used, the salary cost of the pre-credited holiday time so used shall be deducted from the EMPLOYEE'S final paycheck.
- G. EMPLOYEES shall, upon separation, be paid for holidays occurring before separation that were credited but not used.

In addition, any other day proclaimed by the La Mesa City Council as a public holiday, shall be added to the EMPLOYEE'S accumulated holiday time.

SECTION 1.12.02 HOLIDAY PAY

EMPLOYEES that are scheduled to work on the holidays of Thanksgiving, Christmas, or Easter shall be paid at a rate two times their regular rate of pay for actual time worked on these days. This pay provision will commence at 12:01 a.m. and end at 12:00 midnight on the identified holiday.

EMPLOYEES that work overtime or are called back on the above holidays shall be paid at a rate of two and one half (2½) times their regular rate of pay for call-back pay or overtime worked on these days.

SECTION 1.13 VACATIONS

Accrual: EMPLOYEES shall accrue paid vacation leave as follows:

<u>Months of Service</u>	<u>Vacation Hours Authorized Per Year</u>	<u>Accrual Rate Per Pay Period</u>
0 - 60	80	3.077
61 - 120	120	4.615
Over 120	160	6.154

Eligibility: A probationary EMPLOYEE may use accrued vacation time only after six (6) months of employment.

Accumulation: The CITY encourages the use of vacation leave on an annual basis. Unless a specific exemption is provided by the City Manager, an EMPLOYEE may carry not more than two (2) times the yearly allowance of vacation leave.

Payment upon separation: All EMPLOYEES with over six months service shall, upon separation, be paid at their current rate of pay for up to their maximum accumulated

vacation time.

Scheduling: The times during a calendar year when an EMPLOYEE may take leave either one (1) day at a time or in weekly increments shall be determined as follows:

- A. A vacation schedule specifying available time slots based upon staffing needs of the Department during the ensuing year will be posted for each division no later than October of each year. EMPLOYEES assigned to the Patrol Division will select their vacation from within their division. EMPLOYEES from the Investigations and Traffic Divisions will select their vacation from within their units.
- B. In order to ensure a more equitable distribution of available vacation times among the ranks in the Department, EMPLOYEES initially may select up to a four (4) week block on a seniority basis within each rank.
- C. The process shall then be repeated three or four times, or as needed.
- D. The Police Chief may authorize an EMPLOYEE with a specific pre-planned and pre-approved longer vacation plan to select an initial block of vacation time greater than the four (4) week initial limitation.
- E. After all EMPLOYEES have exercised their options as above; an EMPLOYEE may then request additional time-off still available on the master vacation schedule on a first-come, first-serve basis.
- F. Once vacations have been selected based on the vacation schedule available allotments, said vacations are deemed to be approved by the Department.
- G. Additional unscheduled vacation time-off must be requested and approved at least 24 hours before said unscheduled vacation is to begin.
- H. Scheduled vacation time may be cancelled by the EMPLOYEE provided that the EMPLOYEE has provided a minimum of seven (7) calendar days notice prior to the start of the scheduled vacation time. Scheduled vacation time may be cancelled by the EMPLOYEE with less than seven (7) calendar days notice only upon approval of the Division Commander.

SECTION 1.13.01 EXCHANGE OF DAYS OFF OR SHIFTS

An EMPLOYEE shall be allowed to exchange days off or shifts with another EMPLOYEE, at the initiation of the EMPLOYEES involved and with the approval of the immediate supervisors, watch commanders, and division commander under the following conditions:

Days Off: Requests for exchange of days off shall be submitted in writing, signed by both parties, and shall normally be submitted 72 hours before the first day of exchange. Exchange of days off not submitted 72 hours in advance may be approved

by the supervisor(s) and watch commander(s). All supervisors and watch commanders involved shall receive a copy of the request and shall indicate approval or disapproval.

Shifts: Requests for exchange of shifts shall normally be submitted in writing, signed by both parties, no less than five (5) days before the first day of the proposed new shift. Requests for exchange of shifts must be approved by both unit supervisors, the watch commanders, and division commander and submitted to the Lieutenant in charge of scheduling for final approval or disapproval. In cases of verifiable need, an EMPLOYEE may be authorized to exchange shifts after the shift schedule has been made up.

Responsibilities: The individual EMPLOYEES shall be responsible for ensuring that the exchange results in the prospective positions being filled and filled without recourse to sick leave or other reasons. The Department and the CITY accept no responsibility for the time worked and not repaid, or any default of the exchange agreement between the two EMPLOYEES. All exchanges must be completed within one (1) year.

If the exchange of days off is not fulfilled due to the EMPLOYEE who agreed to work failing to appear for work, the EMPLOYEE who agreed to work in his/her place is subject to discipline and if overtime is paid as a result of the EMPLOYEE's failure to appear, the amount of overtime paid may be deducted from the EMPLOYEE who agreed to work.

SECTION 1.14 COMPENSATORY TIME OFF

Overtime compensation shall be payable to EMPLOYEES in cash or in compensatory time off, at the election of the EMPLOYEE.

Determination of pay or compensatory time off for overtime shall be made at the conclusion of the overtime worked.

Compensatory time off shall not be accumulated in excess of 120 hours for all EMPLOYEES covered under this agreement.

Compensatory time off must be requested sufficiently in advance so as not to jeopardize the efficiency of operation of the Department. This determination shall be made by the Department head or his authorized representative.

When the Office of the District Attorney requires an EMPLOYEE to appear in court after the EMPLOYEE has worked a shift immediately prior to the court appearance, the CITY shall pay the EMPLOYEE for any work scheduled within eight (8) hours of the conclusion of the EMPLOYEE's court appearance, upon the EMPLOYEE's request, if the EMPLOYEE is unable to work due to fatigue. For purposes of this paragraph, "immediately" shall be defined as a maximum of four (4) hours after the EMPLOYEE's shift.

SECTION 1.14.01 PHYSICAL FITNESS PROGRAM

Physical Fitness Program participation shall be voluntary at the choice of all SWORN and NON-SWORN EMPLOYEES. It consists of Police Department proctors testing the fitness level of the EMPLOYEE on a quarterly basis. Paid time off will be awarded to the EMPLOYEE at their regular rate of pay based on the testing procedures agreed to by the Chief of Police and the ASSOCIATION. Proctors shall be assigned at the recommendation of the current proctors and the approval of the Chief of Police.

Paid time off earned under this program shall be credited to an EMPLOYEE's compensatory time off (CTO) bank. Requests for time off based on hours earned under this program shall be administered according to CTO provisions contained in Section 1.14 of this MOU.

The CITY and ASSOCIATION agree to reopen discussions to meet and confer on program revisions. Discussions shall commence during the term of this agreement.

1.14.02 MOTOR MAINTENANCE PROGRAM

Motorcycle Officers shall receive 2.5 hours per week at straight time for Motor Maintenance Time Off in exchange for keeping their motorcycles in safe operating condition and cleanliness maintained. Paid time off earned under this program shall be credited to an EMPLOYEE's compensatory time off (CTO) bank. Requests for time off based on hours earned under this program shall be administered according to CTO provisions contained in Section 1.14 of this MOU.

SECTION 1.15 HEALTH INSURANCE

The CITY agrees to contribute on behalf of each EMPLOYEE and each eligible annuitant, the minimum contributions as required by the Public Employees Medical and Hospital Care Act (PEMHCA) toward the payment of premiums for health insurance under the PERS Health Insurance program. The EMPLOYEE agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses, and the CITY's contribution of the minimum required by the PEMHCA. The City's minimum contribution toward health insurance under this section shall be included in the amount contributed to an employee under the City's cafeteria plan as defined in Section 1.18.01.

All EMPLOYEES must enroll in one of the PERS health program plans, unless they submit to the CITY both (1) proof of health coverage at least comparable to the current plans offered by PERS, and (2) sign a PERS health insurance waiver. EMPLOYEES who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions for any other eligible plans.

SECTION 1.16 LIFE INSURANCE

The CITY will provide its EMPLOYEES at no cost to them, one (1) times their annual pay in

term life insurance and will make available a voluntary supplemental life insurance program for up to an additional one (1) times the basic amount which must be paid for by the EMPLOYEE.

SECTION 1.17 STATE DISABILITY INSURANCE

NON-SWORN EMPLOYEES covered by this agreement shall participate in the State of California's State Disability Insurance (SDI). All premiums required by the State for SDI shall be automatically deducted from the pay of covered EMPLOYEES and forwarded to the State pursuant to governing rules and regulations.

SECTION 1.18 FLEXIBLE SPENDING ACCOUNT

A flexible benefit spending account, in accordance with Section 125(g) of the Internal Revenue Service Code, will be offered to all EMPLOYEES so that EMPLOYEES may elect to budget for certain health and welfare benefits on a pre-tax basis. If the CITY does not meet IRS regulations for any reason, this benefit will be discontinued.

SECTION 1.18.01 CAFETERIA PLAN

The CITY agrees to provide a cafeteria style benefit plan for all EMPLOYEES. Effective the pay period ending December 30, 2004, the CITY agrees to allocate the following amount per month, based on dependent status, to each EMPLOYEE:

CITY contributions to the cafeteria benefit plan are as follows:

EMPLOYEE only	\$301.79
EMPLOYEE plus one dependent	\$549.48
EMPLOYEE plus two or more dependents	\$698.10

The allocation shall be used to pay for the benefits in the cafeteria plan selected by the EMPLOYEE, to include health insurance, dental insurance, flexible spending accounts, and other options as the CITY may make available. The allocation shall also be applicable to union-sponsored health insurance plans as approved by the CITY (e.g. PEBT). In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE'S salary as a payroll deduction.

In the event that the total cost of benefits or flexible spending accounts is less than the cafeteria allotment, the EMPLOYEE will receive the balance in the form of cash (less all applicable taxes). An EMPLOYEE who has met the requirements stated in Section 1.15 and elects not to be covered under City-provided medical insurance, or union-sponsored medical insurance that has been approved by the CITY, shall receive an allotment of \$115 per month for other cafeteria benefits.

SECTION 1.19 RETIREMENT

For SWORN EMPLOYEES the following retirement benefits apply.

The CITY shall provide the 3 percent at age 50 retirement for EMPLOYEES as provided for under the Public Employees' Retirement System (PERS), including the post-retirement survivor allowance and third level of the 1959 Survivor Benefit, sick leave conversion benefit (as defined in the current CITY contract and amendments with PERS) and PERS Employer Paid Member Contribution (§20023 (c)(4)).

The CITY will pay the EMPLOYEES' PERS contribution rate of nine (9) percent of salary, and said contribution shall be vested to the EMPLOYEES' account.

Retirement pay shall be computed on the year of highest base pay, including payments earned in the Educational Incentive Program.

For NON-SWORN EMPLOYEES the following retirement benefits apply.

The CITY shall provide the 2% at age 55 retirement formula with highest single year benefit and PERS Employer Paid Member Contribution (§20023 (c)(4)) for miscellaneous EMPLOYEES provided for under the Public Employee's Retirement System. The CITY will pay EMPLOYEES' retirement contribution to PERS.

SECTION 1.20 USE OF PAID LEAVE

EMPLOYEES who resign shall not use paid leave to extend their resignation dates. The last day worked shall be considered the date of resignation and compensable accrued paid leave shall be paid off in lump sum. EMPLOYEES who retire may use paid leave to extend their retirement dates with prior approval of the City Manager.

Leave (except compensatory leave) must be earned prior to the pay period in which it is used.

SECTION 1.21 SICK LEAVE ACCUMULATION AND USE

Sick leave with pay shall accumulate without limit for each probationary and regular EMPLOYEE at the rate of 3.692 hours per pay period.

Sick leave with pay is collectible only when an EMPLOYEE reports promptly to his department head the reason for the absence, keeps the department head informed of his condition if the absence is more than three (3) days, the EMPLOYEE permits the CITY to make such examinations it deems desirable, and the EMPLOYEE furnishes written reports from a licensed and practicing physician when requested by the CITY.

An EMPLOYEE may use sick leave with pay for absences necessitated by illnesses or injuries unrelated to Workers' Compensation, temporary disability related to pregnancy,

required medical or dental care, exposure to contagious diseases, or the death, illness, or injury of a member of his/her immediate family. NON-SWORN EMPLOYEES may use sick leave to supplement Workers' Compensation benefits. "Immediate family" shall include EMPLOYEE'S parents, brothers, sisters, spouse or children, step-children, grandparents, and mother-in-law or father-in-law.

When an EMPLOYEE requests to be absent from work because of death of an immediate family member, he/she will be granted up to three (3) days sick leave plus travel time. Travel time will be actual time used, not to exceed two (2) working days.

Any EMPLOYEE on vacation or holiday leave who becomes ill or injured will be permitted to use sick leave during such period provided the EMPLOYEE furnishes a written report from a licensed and practicing physician.

SECTION 1.21.01 CATASTROPHIC LEAVE PROGRAM

Vacation, floating holiday, or compensatory time credits may be transferred from one or more EMPLOYEES to another EMPLOYEE on a cost-for-cost basis, upon the request of both the receiving EMPLOYEE and the transferring EMPLOYEE and upon approval of the EMPLOYEE's department head, under the following conditions:

- a. The receiving EMPLOYEE is required to be absent from work due to injury or to the prolonged illness of the EMPLOYEE, or the EMPLOYEE's parent, spouse or child; has exhausted all earned leave credits, including but not limited to sick leave, vacation leave, compensatory time and holiday credits; and is therefore facing financial hardship.
- b. The transfers must be for a minimum of eight hours and in whole hour increments thereafter.
- c. The total credits received by an EMPLOYEE shall normally not exceed 520 hours; however, if approved by the City Manager the total credits may be increased.
- d. The request for transfers must be made in writing with the signature of the transferring EMPLOYEE, receiving EMPLOYEE, and department head(s). The Human Resources Division will verify eligibility, determine the cost for transferable hours, and prepare the appropriate transaction.
- e. The transfers are irrevocable, and will be indistinguishable from other vacation, holiday or compensatory credits belonging to the receiving EMPLOYEE. Transfers will be subject to all taxes required by law.
- f. This program is not subject to the Grievance Procedure of this Agreement.

SECTION 1.22 UNUSED SICK LEAVE REIMBURSEMENT

All sworn EMPLOYEES are eligible to convert unused sick leave to additional years of service as provided through the PERS sick leave conversion program as provided in section 1.19 of this Memorandum of Understanding.

1. EMPLOYEES with 10 or more years of service with the CITY may elect to convert their sick leave to cash as provided below or to additional years of service through PERS. Any sick leave converted to cash will reduce the available time for conversion to years of service through PERS.
2. EMPLOYEES shall be paid an amount equal to 40 percent of a maximum of 800 hours of the current cash value of the unused sick leave credited to his or her account upon normal or disability retirement, or death. The provisions of this Section do not alter the accumulation of sick leave as defined in this MOU.
3. For the purpose of defining "Normal" retirement, an EMPLOYEE will be eligible for this benefit as a retiree if he/she has attained the age of 50 with ten (10) years of service. For "disability" retirees, all that is required is ten (10) years of continuous service with the CITY.

For NON-SWORN EMPLOYEES the following reimbursement program applies:

EMPLOYEES with ten (10) or more years of service shall be paid an amount equal to 25 percent of a maximum of 1200 hours of the current cash value of the unused sick leave credited to his or her account upon normal or disability retirement, death, or termination for any reason.

SECTION 1.23 UNUSED SICK LEAVE CONVERSION

An EMPLOYEE who has not taken more than 40 hours of sick leave during the twelve (12) month period beginning and ending with the first pay period in November shall be entitled to convert a portion of accumulated sick leave to an equal amount of vacation or pay, based on the following formula:

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
8 or less*	40
8.1 to 24	32
24.1 to 40	24

* EMPLOYEES working a 4-10 shift and were absent only one shift may convert up to 40 hours if they have used 10 hours or less. EMPLOYEES working a 3-12 shift and were absent only one shift may convert up to 40 hours if they have used 12 hours or less. In no event can an EMPLOYEE reduce his/her accumulated sick leave balance below 192 hours. No prorations shall be made for EMPLOYEES terminating on or before the first pay period in November.

Any payroll corrections made regarding past sick leave usage will only apply to this benefit if corrections are made by June 30 of the following year.

SECTION 1.23.01 LIMITED DUTY/RETURN TO FULL DUTY

The CITY may provide limited duty for EMPLOYEES who have physical limitations due to pregnancy, off-duty injuries, or illnesses, subject to the following conditions:

- A. The availability of limited duty and the ability of the EMPLOYEE to perform the limited duty shall be determined by the Police Chief, taking into consideration the EMPLOYEE'S job description and the recommendations of the EMPLOYEE'S physician.
- B. An EMPLOYEE who is on limited duty shall immediately notify the Department when the EMPLOYEE is available for full duty and shall give the Department a physician's statement indicating that the EMPLOYEE may return to full duty.
- C. Regardless of whether the employee has participated in limited duty, the CITY may require the EMPLOYEE to go to a doctor selected by the CITY to confirm the return to duty status prior to returning to full duty.

Nothing in this Section is intended to limit or restrict any rights the CITY may have under California Workers' Compensation law.

SECTION 1.24 OUT-OF-CLASS PAY

Where an EMPLOYEE is temporarily assigned to a higher job classification for the convenience of the CITY for a period of not less than one full shift (8,10,12, hours depending on the shift of the individual being replaced) he/she shall be paid at least 5 percent above his/her regular rate, or the A Step of the class he/she is working, whichever is higher, for that time and for the time he/she continues in the assignment to the higher classification.

SECTION 1.24.01 DISPATCHER/POLICE SERVICES TECHNICIAN TRAINING PAY

Any Police Dispatcher II or Police Services Technician who is assigned as a "Training Officer" will receive an additional five (5) percent in salary during the time he/she continues in the training assignment for increments of one (1) hour or more. Such assignments must be designated and approved by the supervisor.

SECTION 1.25 TUITION REIMBURSEMENT

The CITY shall reimburse, up to a maximum of \$1000 per fiscal year, any full-time EMPLOYEE for tuition and textbook costs for an approved college course related to the EMPLOYEE'S job responsibilities. Prior approval of the department head, the Human

Resources Manager, and the City Manager are required. In order to qualify for reimbursement, the EMPLOYEE must receive a "C" grade or better.

In addition, the \$1,000 may be used for non-college classes that are job related and enhance job skill. Classes must be approved by the Police Chief and Human Resources Manager prior to attendance. Proof of attendance will be required for reimbursement.

SECTION 1.26 UNIFORM ALLOWANCE

The CITY will provide EMPLOYEES in certain classifications an annual uniform allowance as listed below, payable the first pay period in October of each year, for the purchase and maintenance of uniforms in accordance with departmental uniform policies.

The uniform allowance for new EMPLOYEES hired after October 1 shall be prorated for the period from date of hire to September 30, and shall be paid to the EMPLOYEE as soon as possible and practical after date of hire.

Job Classifications and the annual amounts for which the CITY provides a uniform allowance are as follows:

<u>Classification</u>	<u>Amount</u>
Police Officer	\$700
Police Corporal	700
Police Sergeant	700
Animal Control Officer	550
Community Services Officer	550
Police Dispatcher I	500
Police Dispatcher II	500
Police Services Technician	500
Police Property Officer	0

The CITY shall reimburse any EMPLOYEE for the actual cost of replacement or repair as appropriate up to a maximum of \$300 per incident, of any uniform or personal items that are damaged as a result of his/her duty responsibilities. The CITY shall pick up the cost of any newly implemented change in uniform standards during the life of this Memorandum of Understanding.

SECTION 1.26.01 PROTECTIVE VEST ALLOWANCE

The CITY will reimburse a maximum of \$750 to each SWORN EMPLOYEE covered by this MOU for the purchase of a protective vest. SWORN EMPLOYEES seeking reimbursement must have the make and model of protective vest approved in advance by their Division Commander and must then submit satisfactory evidence of purchase to the Services Division Commander, including date of manufacture and the warranty period for the ballistic material.

SWORN EMPLOYEES will be eligible for reimbursement if they do not have a protective vest under current warranty for the ballistic material or in the 90 days prior to the expiration of their current protective vest ballistic material warranty. Reimbursement will be provided in other circumstances, as approved by the Police Chief.

For SWORN EMPLOYEES currently receiving reimbursement at \$150 per year for purchase of their protective vest, as provided in the 1997-99 MOU, they will be reimbursed the remaining cost of the vest up to a total reimbursement of \$750.

The definition and terms qualifying a protective vest as serviceable and policy governing its use will be as outlined in departmental written guidelines on protective vests.

SECTION 1.27 COURT LEAVE (JURY DUTY)

This section applies to Non-Sworn EMPLOYEES Only.

Court leave is paid leave granted by the CITY to enable that EMPLOYEE to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the EMPLOYEE is not a party, before a Federal, Superior, or Municipal Court located within San Diego County.

Upon receipt of a notice to serve as a juror, the EMPLOYEE will notify his/her division commander of the notice and scheduled time of service. When in the opinion of the Police Chief, such duty will adversely affect the operations of the Department, the EMPLOYEE will request deferral or exemption from jury duty. The CITY will submit a letter confirming the need for such deferral or exemption if required by the court.

When service as a juror is required, court leave shall be limited to:

1. Required attendance before Federal, Superior, Municipal, or Justice Courts located within San Diego County.
2. Time in attendance at court together with reasonable time between court and work if attendance is for less than a full day and the EMPLOYEE can reasonably be expected to return to work.
3. Court leave shall not be granted when the EMPLOYEE is paid an expert witness fee or when attendance is part of the EMPLOYEE'S official CITY duties.
4. EMPLOYEES shall retain all payments received for serving as a juror.

SECTION 1.29 BILINGUAL PAY

EMPLOYEES who meet the departmental requirements for recognition as "bilingual" (languages as approved by the Police Chief, including sign language) and who are in

assignments where they may regularly use their bilingual abilities shall receive additional compensation of \$50 per month.

SECTION 1.29.01 PAYMENT FOR BODILY SEARCH / SURVEILLANCE

Non-Sworn EMPLOYEES may be required to perform a bodily search of suspects of the same sex as the EMPLOYEE and/or may be required to monitor suspects while the suspect is using the restroom. In the event that a Non-Sworn EMPLOYEE is required to perform such a search and/or surveillance, he/she shall receive additional compensation in the amount of one (1) hour pay at an overtime rate for each incident. An EMPLOYEE may receive more than one such payment per day, however, it is recognized that one incident may involve multiple searches and/or surveillances and would only require one payment under this section.

Police Service Technicians will not conduct bodily searches or surveillance and are exempt from this section, except in cases of emergency.

SECTION 1.30 MILEAGE

CITY will provide transportation to EMPLOYEES as required for the performance of their duties. When such transportation is not available, EMPLOYEES may use their private vehicles for transportation (upon direction and/or approval of the Police Chief or his designee), and will be paid mileage beginning and ending at Police headquarters at the current rate assigned by the Internal Revenue Service, plus reasonable expenses incurred for parking.

SECTION 1.30.01 REIMBURSEMENT OF TRAVEL EXPENSES

CITY will provide a per diem rate at the GSA sanctioned rate. Guidelines for receiving the per diem rate are provided in departmental policy.

SECTION 1.31 CALL-BACK PAY

EMPLOYEES called back to duty shall be paid for a minimum of two (2) hours at the overtime rate. This two-hour minimum shall also apply when EMPLOYEES are called to work early before the start of their regular shift, except when the EMPLOYEE is already at the station and is required to begin work prior to the start of his/her regular shift. In such cases, the EMPLOYEE shall be paid at the overtime rate for actual time worked.

When EMPLOYEES are on duty, still in the station at the conclusion of their shift and are required to work additional time, or are scheduled for overtime, the EMPLOYEE shall be paid at the overtime rate for actual time worked and call-back pay would not be provided.

SECTION 1.32 EDUCATIONAL INCENTIVE PROGRAM

This section applies to SWORN EMPLOYEES only.

An additional increment of 5 percent shall be added to the basic salary range of the classification for an EMPLOYEE who has obtained an Intermediate Peace Officer Standards and Training Certificate as issued by the Commission on Peace Officer Standards and Training (P.O.S.T.).

An additional increment of 10 (ten) percent shall be added to the basic salary range of the classification for an EMPLOYEE who has obtained an Advanced Peace Officer Standards and Training Certificate as issued by the Commission on Peace Officer Standards and Training. Pay received for an Advanced Certificate shall replace, and shall not be added to the incentive pay for the Intermediate Certificate described above.

The EMPLOYEE shall be responsible for notification of the CITY and for providing appropriate documentation as required by the CITY and by P.O.S.T. Payment for obtaining such Certificate will be based on the date of issuance on the P.O.S.T. certificate, except when new EMPLOYEES possess a P.O.S.T. Certificate upon employment. For new EMPLOYEES, the date for the additional pay shall be the date of employment.

The CITY shall promptly review the information provided by the EMPLOYEE and will send a completed application to P.O.S.T. within fourteen (14) calendar days of submittal to the CITY.

Because of the additional complexity of the P.O.S.T. certification process, retroactive adjustment of errors as provided in section 1.10 of this agreement will be extended to a maximum period of three (3) years prior to the time of discovery.

SECTION 1.33 MASTER OFFICER

This section applies to SWORN EMPLOYEES only.

If an EMPLOYEE meets the standards for qualification as a Master Officer and is designated as such by the Police Department he/she shall receive an additional five (5) percent salary compensation during the time he/she performs Master Officer duties for increments of one (1) hour or more. For purposes of this section Master Officer duties include acting supervisor duties, field training of regular and reserve police officers, in-service training presentations to regular and reserve police officers, time required for periodic Master Officer meetings, and final field certification of Explorer Scout trainees.

If an employee received Field Training Officer pay in June of 1991 but does not have an Advanced P.O.S.T. Certificate, that EMPLOYEE shall be placed in a "Y" step and shall continue to receive his/her current salary and shall receive general increases as provided in Section 1.46 of this MOU. However, at such time as that EMPLOYEE does receive an Advanced P.O.S.T. certificate, that EMPLOYEE shall receive only such additional increment as to provide a total increment of ten (10) percent above the basic salary range of the Police Officer classification.

In the event that the CITY desires to modify the Master Officer program as described

above, the CITY and the ASSOCIATION will meet-and-confer to determine what modifications should be made to this Memorandum of Understanding.

SECTION 1.34 COURT APPEARANCE PAY

This section applies only to EMPLOYEES on scheduled time off, who are subpoenaed in the line of duty to be present in court, or at the direction of the Police Chief.

Court Appearance Pay

EMPLOYEES shall receive time and one-half pay for all time actually spent in court on each case. Court recess for lunch will not be considered "time worked" and will not be compensated.

EMPLOYEES shall be guaranteed a minimum of three (3) hours of overtime pay per appearance. On any given day, the three (3) hour minimum shall not be paid more than once in the morning and once in the afternoon.

If the EMPLOYEE appears once in the morning and once in the afternoon on the same case, and the appearance is continuous except for the lunch recess, only one three hour minimum shall apply.

Court Call-Off Pay

EMPLOYEES shall receive one (1) hour overtime pay if the case is called off the day of the subpoena. It shall be the responsibility of the EMPLOYEE to contact the Police Department on the day of the scheduled case to determine if the case is called off.

Call-off pay shall be the exclusive pay received for cases called off and shall be instead of court appearance, overtime, or other pay for such cases.

Court Continuance Pay

EMPLOYEES shall receive one (1) hour overtime pay if their appearance time is continued from the morning to the afternoon, or continued to another day.

SECTION 1.35 SPECIAL PROGRAMS

A Suggestions Awards Program is available to all EMPLOYEES.

The CITY will provide an Employee Assistance Program (confidential assessment and referral system) which includes up to five (5) counseling sessions at no cost to the EMPLOYEE. This program is on a voluntary basis. If the EMPLOYEE seeks to use any of the referral agencies in this program, the cost shall be paid for by the EMPLOYEE. The CITY agrees to distribute details of this program to all EMPLOYEES.

SECTION 1.36 MANAGEMENT RIGHTS

It is agreed that, except as specifically delegated, abridged, granted, or modified by this MOU, all rights, powers, and authority of the CITY and prior to the signing of this MOU are retained by the CITY and remain the exclusive right of management without limitation. The exercise of such rights, powers, and authority shall not conflict with this MOU.

SECTION 1.37 EMPLOYEE RIGHTS

The CITY affirms its intent not to use the management rights clause as a guise to discriminate against or harass any EMPLOYEE, group of EMPLOYEES, or the ASSOCIATION.

SECTION 1.37.01 PERSONNEL FILES

EMPLOYEES may review their own personnel and/or administrative file with the exception of pre-employment background examination results and psychological test results, provided reasonable notice by written request is made to the Human Resources Division of the City (personnel file), or the Police Department (administrative file), whichever applies.

The EMPLOYEE shall make an appointment to review his/her personnel or administrative files at least one working day in advance and the CITY shall honor his/her request under normal conditions.

Any EMPLOYEE wishing to review his/her file under the provisions of this section shall first notify his/her supervisor and obtain approval for the necessary time. The supervisor shall not unreasonably withhold approval, but may set reasonable time limits and schedules so as not to affect Departmental operations. The EMPLOYEE need not notify his/her supervisor if this review is not done while on an on-duty status.

Material derogatory to an EMPLOYEE's conduct, service, character, or personality, shall not be entered in an EMPLOYEE'S personnel or administrative file unless and until the EMPLOYEE is notified and given the opportunity when required to review, comment and appeal the material pursuant to California law. The EMPLOYEE shall be given a copy of the material on request. The EMPLOYEE shall acknowledge that he/she has read such material by signing and dating the original record, with the understanding that his/her signature signifies only that the material has been read and does not necessarily indicate agreement with its contents.

SECTION 1.37.02 VOLUNTEERS

This section applies to NON-SWORN EMPLOYEES only.

The use of volunteers by the CITY shall enhance the services of regular EMPLOYEES and not affect the administration of their benefits as listed in the MOU.

SECTION 1.39 MINIMUM NOTICE FOR SHIFT AND/OR SCHEDULE CHANGE

The intent of the CITY is to provide reasonable notice to EMPLOYEES of shift and/or schedule changes. Except in the event of extraordinary circumstances, the CITY shall provide no less than five (5) days written or oral notice before a shift or schedule change. This five (5) day notice shall be based on the start of the work period.

If the EMPLOYEE is off-duty, the CITY can satisfy this notice by making a reasonable attempt to contact the EMPLOYEE by telephone in addition to placing a written notice in his/her departmental mailbox. It is understood that unforeseen or extraordinary circumstances may require decisions by CITY management that are related to operational necessity or public safety, and these decisions may require less than five (5) days notice.

If for any reason the CITY determines that a schedule or shift change is necessary and provides less than the five (5) days notice as provided above, the CITY shall provide additional compensation to the EMPLOYEE. This compensation shall be equal to two (2) hours pay or compensatory time at an overtime rate for each time that the schedule is changed. The quarterly shift change will be posted no later than fourteen (14) days prior to the effective date of the new shift rotation.

SECTION 1.40 REVIEW

The ASSOCIATION and MERC may meet to discuss and consult with each other the content of this MOU during the term of the existence of this MOU.

SECTION 1.41 SAFETY

The CITY shall replace worn out legally-required or departmental-authorized safety equipment. The Division Commander shall determine when safety gear is worn out or needs replacement. If an EMPLOYEE disagrees with the decision of the Division Commander, the EMPLOYEE may appeal the decision to the Police Chief.

The CITY will strive to provide a safe and healthy working environment in accordance with applicable state and federal laws and regulations. Where safety devices or protective equipment is required through such regulations or through department policy, its use shall be mandatory by EMPLOYEES.

It is agreed that careful observation of safe working practices and CITY safety rules is a primary duty of all EMPLOYEES.

SECTION 1.42 LAYOFF PROCEDURE

A. Scope & Order of Layoff

When the working force is decreased, layoffs shall occur on a reverse seniority basis, or order of "last hired, first laid off", WITHIN EACH CLASSIFICATION.

B. Return to Former Class

In the event of a layoff, employees may bump back to a lower classification within the same job series. An EMPLOYEE who bumps back to a lower classification will be considered to have the greatest seniority within this lower classification.

C. Seniority Date

The seniority date of an EMPLOYEE shall be based upon the original date of hire for regular CITY employment, or in cases where there has been a break in continuous employment, the most recent date of hire for regular CITY employment. Periods of military leave or approved leaves of absence, or if the employee served in good standing for a minimum of two years with a service interruption of not more than one year, shall be credited as continuous service with the CITY. (If interrupted service, time on "non-paid" status will be deducted.)

D. Notice of Layoff to EMPLOYEES

An EMPLOYEE to be laid-off shall be notified in writing of the impending action at least fourteen (14) calendar days in advance of the effective date of the layoff.

E. Reinstatement Following Layoff

For a period of twelve (12) months from the date an EMPLOYEE is laid off due to non-disciplinary reasons, the name of the EMPLOYEE shall be placed on a reinstatement list for the job classification held by the employee at the time of the layoff. For positions covered by this MOU at time of demotion, EMPLOYEES who are demoted due to non-disciplinary reasons shall be placed on a reinstatement list for the job classification for a period of thirty-six (36) months from the date that the EMPLOYEE is demoted.

Placement on the reinstatement list shall be in order of seniority and EMPLOYEES will be reemployed in reverse order of layoff within a classification. Any vacancy occurring in a classification for which such a list has been developed shall be filled by a person on the list provided that the following conditions are met:

1. The person is still qualified for the classification (must pass medical exam, polygraph, interim period background, and any other conditions required by P.O.S.T. for reinstatement);
2. the person is available and accepts the reinstatement offer; and
3. the CITY is not prohibited by law or court ruling from making the reinstatement on this basis.

F. Removal of Names from List

The Human Resources Manager may remove an EMPLOYEE'S name from a reinstatement list if any of the following occur:

1. The individual indicates that he/she will be unable to return to employment with the CITY during the life of the list;
2. The individual cannot be reached after reasonable efforts have been made to do so; or
3. The individual refuses two (2) reinstatement offers.

G. Reduced Hours

In the event that the CITY elects to reduce hours of EMPLOYEES in lieu of layoffs, the CITY will meet-and-confer with the ASSOCIATION to discuss changes in benefits and other aspects of this MOU that would be affected by such a reduction in hours.

The Human Resources Manager shall make every effort to transfer an EMPLOYEE who is affected by a layoff to a vacant position for which the Human Resources Manager determines the employee is qualified.

SECTION 1.43 SAVING CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU. The parties agree to "meet and consult" within a reasonable time as to the effect of any section invalidated by a Court, State, or Federal agency.

SECTION 1.43.01 AMERICANS WITH DISABILITIES ACT

Because the Americans With Disabilities Act (ADA) requires accommodations for individuals protected under the act, and because these accommodations must be determined on an individual case-by-case basis, the CITY and the ASSOCIATION agree that accommodations necessary to comply with the Americans With Disabilities Act shall supersede any conflicting provisions of this Memorandum of Understanding.

The ASSOCIATION recognizes that the CITY has the legal obligation to meet with the individual EMPLOYEE to be accommodated before any adjustment is made in working conditions. The CITY will notify and seek the input of the ASSOCIATION of these proposed accommodations prior to implementation. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

SECTION 1.43.02 NON-DISCRIMINATION

The CITY and the ASSOCIATION agree that all persons are entitled to equal employment opportunity and the CITY and the ASSOCIATION do not discriminate against qualified

persons because of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, sexual orientation, veteran status, disability, physical handicap, or medical condition. It is the CITY's and the ASSOCIATION's policy to treat all persons on the basis of merit, qualifications, and competence.

SECTION 1.43.03 CHANGES IN STATE OR FEDERAL HEALTH LAWS

In the event that the State of California or the Federal Government pass laws that change health coverage provided or the amount that the EMPLOYEES or the CITY pay for Health Insurance Premiums, the CITY and the ASSOCIATION agree to meet and confer regarding possible changes to Sections 1.15 and 1.18.01 of this MOU.

SECTION 1.44 CONTINUATION

Except as expressly set forth in this MOU, all existing Ordinances, Resolutions and Policies of the CITY pertaining to the employment relationship shall remain in full force and effect.

SECTION 1.45 NO STRIKE CLAUSE

EMPLOYEES represented by the ASSOCIATION shall not engage in any strike, sit-down, slowdown, or work stoppage during the life of this MOU.

SECTION 1.45.01 APPEAL OF DISCIPLINARY ACTION

This section applies to Non-Sworn EMPLOYEES only.

In instances of demotion or suspension for a period exceeding three days, an EMPLOYEE may within ten days of the effective date of the action, appeal in writing to the Personnel Appeals Board for a formal review of the facts of demotion or suspension. The appeal shall be deemed filed when it is filed with the City Clerk, and upon the filing of the appeal within the time stated any demotion or suspension shall be stayed pending the final decision of the Appeals Board. All other language as provided in La Mesa Municipal Code Section 3.32.050 applies to this MOU Section.

SECTION 1.46 SALARIES

Salaries shall be unchanged for the term of this agreement. The salary schedule that will be in effect during the term of this agreement is as follows:

	A	B	C	D	E	F*	G*
Police Officer	4006	4203	4415	4635	4869	5112	5366
Police Sergeant	4921	5167	5425	5696	5982	6278	6594
Police Corporal **							

	A	B	C	D	E	F*	G*
Animal Control Officer	2785	2924	3071	3224	3385		
Communications Supervisor	4101	4306	4521	4746	4985		
Community Services Officer	2785	2924	3071	3224	3385		
Police Dispatcher I	2992	3143	3299	3463	3637		
Police Dispatcher II	3290	3456	3630	3810	4001		
Police Property Officer	2976	3127	3281	3446	3619		
Police Services Technician	2784	2922	3068	3221	3383		

* Educational Incentive Steps (see Section 1.32 for explanation).
 F = Intermediate P.O.S.T. Certificate (5%);
 G = Advanced P.O.S.T. Certificate (10%)

** No employees are currently in the Police Corporal classification and no salary has been listed for this position at this time. If the City elects to place employees in this classification, the Corporal salary will be set at that time.

These ranges do not include Bilingual pay (See Section 1.29 for explanation). Any Bilingual pay shall be in addition to the above amounts.

Advancement from one step to another is based upon merit and is not automatic. With satisfactory performance, however, an EMPLOYEE may advance from the lowest salary step in each classification, "A" step to the "C" step, at six-month intervals. Advancement above the "C" step may occur at one-year intervals with satisfactory performance.

For EMPLOYEES hired on or after August 15, 1994, an EMPLOYEE may advance from the lowest salary step in each classification, "A" step to the "B" step, at six-month intervals. Advancement above the "B" step may occur at one year intervals with satisfactory performance.

SECTION 1.47 DURATION

The terms of this MOU shall be effective July 1, 2004 and continue in effect through June 30, 2005, and shall not be modified without mutual consent of the parties except as provided for by the Meyers-Milias-Brown Act.

Negotiations for a succeeding term shall begin no later than, May 1, 2005 provided that either the CITY or the ASSOCIATION had provided notice of intent to negotiate a new MOU no later than, March 1, 2005. Whichever party provides such written notice of intent to negotiate a new MOU shall submit a full written proposal at the first negotiation session.

In the event that neither the CITY nor the ASSOCIATION provide written notice of intent to negotiate a new MOU by March 1, 2005, the current MOU shall remain in effect for one additional year with no changes except that the notice period of this section shall be

extended for one year.

The above is, hereby, agreed to by the negotiators for the CITY and the ASSOCIATION on November 3, 2004.

CITY OF LA MESA MUNICIPAL
RELATIONS COMMITTEE

LA MESA POLICE OFFICER'S
ASSOCIATION

BY:

Gary Ameling
Director of Administrative Services

Misael Cerda
Police Officer

Eddie Manfro
Human Resources Manager

Pat Gout
Police Property Officer

Cliff Resch
Police Chief

Ken Kasinak
Police Officer

Glenn Sabine
City Attorney

Justin Smith
Police Officer

Bill Avery
Negotiator for CITY

Ray Sweeney
Police Officer

Shawn Wray
Police Officer

Brad Fields
Negotiator for ASSOCIATION

ANNEX A - GRIEVANCES

A grievance shall be considered as the complaint of an employee or a group of employees arising out of the application or interpretation of existing rules, regulations or policies which come under the application of the Department Head.

For the purpose of this regulation, two types of grievances shall be considered as in existence - reviewable and non-reviewable.

A. Reviewable grievance

Elements of a reviewable grievance shall be stated on Form 223 as follows:

1. Facts surrounding specific incident; and
2. Specific act or omission by management regarding working conditions or other aspects of employer-employee relations over which the head of the department has control; and
3. Specific inequity or damage suffered by employee as a result of (1) and (2) above; and
4. Specific relief sought by employee, which relief must be within the power of the Department Head to grant.

B. Non-Reviewable Grievance

A grievance is not reviewable if:

1. The incident is reviewable under any other administrative procedure. For example, applications for changes in job title, job classification, salary increases or denial of a merit increase; appeals from formal disciplinary proceedings, etc.
2. Processing of the grievance would require the modification of a policy as established by the City Council or by law in the form of an ordinance or resolution.

REVIEWABLE GRIEVANCE PROCEDURE

A reviewable grievance procedure must be submitted in writing on PER Form 223 to the appropriate party not later than ten (10) calendar days after the specific incident comes to the attention of the grievant. Submission shall activate applicable steps as follows:

- Step 1. After investigation and discussion with the employee but not later than three (3) working days after submission, the immediate supervisor shall

give his written decision to the employee using PER Form 223.

- Step 2. If Step 1 fails to achieve settlement, employee must present Form 223 to second line supervisor not later than two (2) working days after submission of first line supervisor's Step 1 decision. After investigation and discussion with the employee but not later than five (5) working days after receiving the Form 223, the second line supervisor shall submit his written decision to the employee.
- Step 3. If Step 2 fails to achieve settlement, employee must present Form 223 to Department Head not later than five (5) working days after submission of second line supervisor's Step 2 decision. After investigation and discussion with the employee but not later than five (5) working days after receiving the Form 223, the Department Head shall submit his written decision to the employee.
- Step 4. If Step 3 fails to achieve settlement, employee must present Form 223 to City Manager not later than five (5) working days after submission of the Department Head's Step 3 decision. After investigation and discussion with the employee but not later than ten (10) working days after receiving the Form 223, the City Manager shall submit his written decision to the employee.
- Step 5. If Step 4 fails to achieve settlement, employee must appeal in writing to Personnel Appeals Board within ten (10) working days. The Board shall render a decision or recommendation within thirty (30) days which shall be final.

The time limits of each step as outlined may be extended by the mutual written consent of both parties. If said extension is agreed to, the duration of the extension shall be agreed to in writing and the statement signed by both parties involved at the step to be extended. If any reviewable grievance is not appealed within the stated time limits or extension of any of the above steps, the reviewable grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority and shall not be eligible for further appeal or review.

Employees may have their employees' organization present their grievances for them. Employees may be permitted reasonable time off with pay to process grievances.

Authorized representatives of their employee organization may visit the City's work premises during working hours by first contacting the designated City representative at the location. Their employee organization representative shall not interfere with normal work operations or cause unnecessary loss of time to the City.

Visitations of their employee organization representatives shall be limited to employee grievances.