

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAGUNA BEACH
AND
THE LAGUNA BEACH POLICE EMPLOYEES'
ASSOCIATION**

January 1, 2023 - December 31, 2025

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAGUNA BEACH, CALIFORNIA
AND
THE LAGUNA BEACH POLICE EMPLOYEES' ASSOCIATION**

- 1.0 Introduction:** This Memorandum of Understanding (hereinafter “MOU”) has been reached and prepared after meeting and conferring in good faith between the City of Laguna Beach and representatives of the Laguna Beach Police Employees’ Association (the Association) pursuant to the provisions of Government Code Section 3500, *et. seq.*
- 2.0 Term of MOU:** This MOU shall remain in full force and effect from January 1, 2023, until December 31, 2025
- 3.0 Recognition of Representation:** The City recognizes the Laguna Beach Police Employees' Association as the bargaining unit which represents public safety employees of the Police Department as follows: All regular (including regular full time and regular part-time) positions in the classifications which follow as well as the hourly classification of Jailer (which is only covered by Article 33 of this MOU and no other provision): Jailer, Animal Care Specialist, Records Specialist, Parking Services Officer, Parking Services Officer/Accident Investigator, Animal Services Officer, Community Services Officer I and II, Kennel Manager, Police Fleet Coordinator, Public Safety Dispatcher, Senior Public Safety Dispatcher, Police Officer, Police Officer Recruit, Police Corporal, Police Sergeant, Supervisor of Support Services, Jail Supervisor, Senior Parking Services Officer and Park Ranger.
- 4.0 Pre-Disciplinary Procedures and Discipline:**
- 4.1 Policy:** Prior to the discharge, demotion or pay reduction for disciplinary purpose or suspension of any regular employee pursuant to provisions of the Personnel Ordinance and these Rules, the following procedure shall be complied with:
- 4.2 Written Notice:** Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed action and the charge(s) being considered.
- 4.3 Employee Review:** The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and if practicable, they shall be supplied with a copy of the documents.
- 4.4 Employee Response:** Within five (5) working days after the employee has had the review opportunity provided above, they shall have the right to

respond, orally or in writing, or both, at the employee's option, to the Chief of Police or their designee concerning the proposed action.

- 4.5 Temporary Leave With Pay:** Notwithstanding the provisions of this section, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken.
- 4.6 Representation:** In the above procedure, the employee may be represented by an officer of the Association or a representative of the employee's choice who is not involved in the matter.
- 4.7 Right of Appeal:** Employees shall, have the right of appeal to the Personnel Board within seven (7) days of any disciplinary action indicated under Section 2.24.120 of the Laguna Beach Municipal Code, except in instances where the right of appeal is specifically prohibited by the Personnel Ordinance. The parties agree to a reopener during the term of this MOU to change the appeal process. Either party may request that the parties reopen negotiations on this subject. No changes may be made to the appeal process during the term of this MOU without a mutual agreement of the parties.
- 4.8 Government Code Section 3304(b):** To the extent that a right of appeal is required by Government Code Section 3304(b), and not covered by Section 4.1 above, it shall be processed under the grievance procedure.

5.0 Grievance Procedure:

- 5.1 Matters Subject to Grievance Procedure:** A grievance shall be a claim, filed by an employee on their own behalf or by the Association on behalf of a bargaining unit member contending that the City has violated or misapplied an obligation expressed and written in the Personnel Ordinance (Ordinance 815) or this MOU.
- 5.2 Informal Grievance Procedure:** The informal grievance procedure may be utilized to resolve grievances by an employee, a group of employees, or the Association having to do with specific working conditions, safety, unfair treatment, or discrimination. Every effort shall be made to resolve a grievance through discussion between the employee(s) and their immediate supervisor. If the Association is the grievant, the Association may discuss the grievance with a Police Lieutenant or Police Captain. If, after such discussion, the employee or Association does not feel that the grievance has satisfactorily been resolved, they or it shall have the right to discuss the matter with the supervisor's supervisor, if any, within the departmental organization. Otherwise, the employee shall have the right to discuss the

matter with the Chief of Police. If the grievance is filed by the Association, it can discuss its grievance with the Human Resources/Risk Manager. A grievant must present/file a grievance within thirty (30) calendar days of the later of (1) the occurrence giving rising to the grievance or (2) the time within which the grievant (either the employee or the Association) knew or should have known of the occurrence.

- 5.3 Formal Grievance Procedure:** If the employee or the Association is not in agreement with the decision rendered in the informal grievance procedure, they will have the right to present a formal grievance, in writing, to the Chief of Police. If such a formal grievance has not been submitted within fourteen (14) calendar days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the Chief of Police, the employee (if filed by an employee) shall have the right to appear with their representative who may also participate in the discussion. The Chief of Police after receiving the grievance shall review it, render their decision and comments in writing and return them to the employee or Association within fourteen (14) calendar days after receiving the formal grievance. If the employee or the Association does not agree with the decision reached, they or it may present an appeal in writing to the City Manager within fourteen (14) calendar days. Failure of the employee or Association to take further action within fourteen (14) calendar days after receipt of the decision of the Chief of Police will constitute withdrawal of the grievance.

- 5.4 Appeal to the City Manager:** Upon receipt of an appeal, the City Manager or their representative shall discuss the grievance with the employee, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not in the normal line of the employee's supervision, or the City Attorney to render advice concerning the appeal. Within twenty (20) calendar days, the City Manager shall render a formal decision, in writing, to the employee. Such decision shall be considered as final.

- 5.5 Extension of Time Limitations:** Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the grievant and the City.

6.0 Salary and Compensation:

- 6.1 Pay Plan Structure:** The basic pay range for all classifications shall consist of monthly salary steps, each approximately five percent (5%) greater than its predecessor.

6.2 Advancement Through the Pay Plan: The numbers 1, 2, 3, 4, 5, 6, 7 and 8 respectively denote the various steps in the pay range.

Salary Step 1, an entry level step, shall be paid upon initial employment and for a period of six (6) months from the anniversary date.

Upon recommendation of the Chief of Police, initial employment at a salary step other than entry level may be authorized by the City Manager when a particularly difficult recruiting problem for a class is found to exist.

Salary Step 2 may be paid after six (6) months at Salary step 1 where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the Chief of Police and approval of the City Manager.

Salary Step 3 (as well as movement through the remaining salary steps) will be paid upon completion of one (1) year of employment in Salary Step 2 (and the subsequent steps on the salary schedule) where the employee has demonstrated satisfactory job progress and productivity and recommendation of the Chief of Police and approval of the City Manager.

In the case of an employee employed or re-employed at any step above Step 1, the employee may be advanced to the next higher step in their range no sooner than one (1) year from the anniversary date of their employment. However, an employee may be advanced on the salary range more quickly based on exceptional performance at the discretion of the City Manager.

6.3 Compensation on Promotion: Any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least five percent (5%) above the step they held in the former range in the basic salary schedule unless the five percent (5%) would place the employee above the top step of the new higher range. An employee thus promoted is therefore assigned to a new salary anniversary date effective on the date of promotion. An employee who, on their salary anniversary date, is promoted to a class with a higher salary range shall first receive any within range increase to which they are entitled and then the higher step as provided in this section.

6.4 Compensation on Demotion: Any employee who is demoted to a position in a class with a lower salary range shall have their salary reduced to the salary step in the range for the lower class which is:

6.4.1 Disciplinary Demotion: to any designated salary step in the lower range which is at least one (1) step less than that received in the salary range for the class from which demoted. A new anniversary date shall be established.

6.4.2 Non-disciplinary Demotion: to that salary in the dollar amount they would have received in that lower class if the employee's services had been continuous in said lower class. They shall retain the employee's current anniversary date.

6.5 Compensation When Acting Out of Classification: Employees shall receive five percent (5%) of their current base salary for working out of classification. Out of classification work shall mean that the employee is performing a significant part of the duties of a position in a higher salary range. For sworn employees, acting pay will commence on the first day the employee is working out of classification. For professional staff (i.e., non-sworn employees in the unit in all classifications except Police Recruit, Police Officer, Police Corporal, and Police Sergeant), acting pay will commence on the first day of the pay period during which the employee worked (acting out of classification) the sixteenth (16th) consecutive day. Acting pay work must be approved in advance by the Division Commander or their designee.

6.6 Compensation for Regular Part Time Employees: Regular part-time employees shall be paid the hourly equivalent of the monthly salary paid to a full-time employee in the classification to which they are assigned. They shall be eligible for step increases based on the employee's anniversary date.

6.7 Compensation on Position Reclassification: The salary of an employee in a position that is reclassified shall be determined as follows: if the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.

If the position is reclassified to a class with a higher salary than the previous class, and if the incumbent is appointed to the reclassified position, the salary of such employee shall be the comparable step in the higher classification, or the step in the new salary range which is at least four percent (4%), but not more than six percent (6%), over the previous salary, whichever is less. When an employee is appointed to a reclassified position and their salary is at least four percent (4%) greater than the salary in the previous class, a new anniversary date shall be assigned, effective the date of the reclassification.

If the position is reclassified to a class with a lower salary than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change. If the employee's salary is greater than the maximum step of the lower salary range, the employee's salary shall be "Y rated" until such time as any general cost-of-living increases, equity

adjustments, or other salary increases result in the monthly salary appropriate for the class. The employee's salary anniversary shall not change and they shall not be required to serve a new probationary period.

6.8 Salary:

Effective the pay period including January 1, 2023.

Employees in the sworn classifications of Park Ranger, Police Recruit, Police Officer, Police Corporal, and Police Sergeant shall receive a six percent (6.0%) salary increase in their monthly base salary.

Employees in all professional staff classifications (with the exception of Jailer, Jail Supervisor, Public Safety Dispatcher, Senior Public Safety Dispatcher and Support Services Supervisor) shall receive a four percent (4.0%) salary increase in their monthly base salary.

Employees in the classifications of Jailer and Jail Supervisor shall receive a seven percent (7.0%) salary increase in their monthly base salary.

Employees in the classifications of Public Safety Dispatcher, Senior Public Safety Dispatcher and Support Services Supervisor shall receive a five percent (5.0%) salary increase in their monthly base salary.

Effective the pay period including January 1, 2024,

Employees in the sworn classifications of Park Ranger, Police Recruit, Police Officer, Police Corporal, and Police Sergeant shall receive a five percent (5.0%) salary increase in their monthly base salary.

Employees in all professional staff classifications (with the exception of Public Safety Dispatcher, Senior Public Safety Dispatcher and Support Services Supervisor) shall receive a four percent (4.0%) salary increase in their monthly base salary.

Employees in the classifications of Public Safety Dispatcher, Senior Public Safety Dispatcher and Support Services Supervisor shall receive a five percent (5.0%) salary increase in their monthly base salary.

Effective the pay period including January 1, 2025,

Employees in the sworn classifications of Park Ranger, Police Recruit, Police Officer, Police Corporal, and Police Sergeant shall receive a four percent (4.0%) salary increase in their monthly base salary.

Employees in all professional staff classifications (with the exception of Public Safety Dispatcher, Senior Public Safety Dispatcher and Support Services Supervisor) shall receive a four percent (4.0%) salary increase in their monthly base salary.

Employees in the classifications of Public Safety Dispatcher, Senior Public Safety Dispatcher and Support Services Supervisor shall receive a five percent (5.0%) salary increase in their monthly base salary.

6.9 Direct Deposit: All Association members shall participate in the City's Direct Deposit Program.

6.10 Matron Pay: For each shift where a female professional staff employee (with the exception of an employee in the classification of Jailer) actually performs the duties of a matron (monitors the intake of female prisoners) the employee will receive one (1) hour of compensatory time off (CTO) added to her CTO bank. If, at the time the matron duties are performed, the employee has the maximum compensatory time off accrual in her bank (i.e., 100 hours) she will be paid for the one hour at straight time.

7.0 Vacation:

7.1 Vacation Accrual: Each full-time employee shall accrue vacation leave with pay as follows:

<u>Years of Service</u>	<u>Hours of Vacation Accrued</u>
0 thru 5 yrs. Service	3.70 hrs. Biweekly
6 thru 9 yrs. service	5.24 hrs. Biweekly
10 + yrs. service	6.77 hrs. Biweekly

Vacation leave accrues from the date of hire at bi-weekly rates consistent with the above schedule. Years of service for eligibility for vacation is based on years of service at a qualifying public agency. This includes both time with the City and any other public agency in which the employee was employed. "Public agency" means any city, county, district, other local authority or public body of or within this state. See Government Code section 20056. For current employees, this would start two pay periods

after they submit a complete application and the City verifies previous government service.

On December 23, 2013, all then current vacation accruals were placed in a bank entitled the "Original" Bank. Once the Original Bank was established, no additional vacation accruals were or may be deposited into that Original Bank. Vacation in the Original Bank may be used in accordance with Section 7.2 of this Article or cashed out in accordance with Section 7.3 of this Article at the employee's hourly rate as of December 22, 2013.

On December 23, 2013, a new vacation accrual bank entitled the "New Bank" was created. In the first pay period in December of each ensuing year, employees will be paid for any vacation in the bank above 400 hours at their then-current hourly rate.

In accordance with Section 7.2, employees may still use their vacation (both banks). However, for each employee, once the original bank has been depleted, it will be closed.

All accrued hours in both the Original Bank and the New Bank shall be shown on each Employee's Bi-Weekly Pay Documents and each employee's rate of pay that was in effect on December 23, 2013, shall be communicated to each employee in a formal letter from the City which shall be retained in each employee's personnel file for the duration of their career.

7.2 Use of Vacation: Vacation leave may be taken as it accrues. The dates of vacation leave may be selected by the employee but shall be approved by the Chief of Police who shall consider the wishes of the employee and the needs of the City. The City may limit the approval of vacation for deployment operational reasons. Once it is approved, the City may cancel vacation only in the event of an unavoidable emergency.

7.3 Payment for Unused Vacation:

a) **During Employment:**

By December 15 of each year, employees may make an irrevocable election to cash out up to the maximum number of hours of vacation leave they can accrue per year that will be earned in the following calendar year at the same rate of pay had the employee used those vacation benefits to receive paid leaves of absence. In the following year, the employees can receive the cash for the vacation leave they irrevocably elected to cash out in either two (2) separate increments (in July and December) or one (1) increment (in December), the total of which shall not exceed the maximum they can accrue in a year, as follows. Thus, if the employees so desire, they could elect to be paid up

to one half of what they irrevocably elected to cash out on the second pay day in July with the remainder being paid on the second pay day in December or the employees can elect to be paid the entire amount they irrevocably elected to cash out on the second pay day in December. However, if an employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out.

In addition to the above, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Human Resources/Risk Manager for a payoff of up to one year's accrual of vacation irrespective of whether and to the extent the employee has made an irrevocable election in the preceding December. The amount of vacation which may be paid off is limited to the amount necessary to meet the emergency.

Notwithstanding the above, at any time employees may continue to elect to cause the monetary value of accrued vacation to be added to their 457 Deferred Compensation account, thereby reducing their accrued vacation balance accordingly.

- b) **Upon Termination:** Any employee who is about to terminate their employment and who has unused vacation time in either bank shall be paid for such vacation time in their final paycheck. As noted above, payment of vacation time in the original bank will be paid (as permitted by Labor Code section 227.3 with an agreement of the parties) at the employee's hourly rate as of December 22, 2013. It shall not be necessary to carry such employee on the payroll for the vacation period that is cashed out and the vacancy thus created may be filled at any time after the effective date of termination. When termination is caused by death of the employee, payment shall be made to the employee's designated beneficiary or in accordance with the law.

7.4 Leave Benefits for Regular Part-time Employees: Regular part-time employees as defined the City's Personnel Rules shall also receive holidays, vacations, sick leave and other similar time off benefits at a ratio determined by the actual number of hours worked. The employee's accrual rates will change after the same number of years of employment as regular full-time employees.

8.0 Holidays:

8.1 Recognized Holidays: The following holidays shall be observed by the City of Laguna Beach:

1. New Year's Day - January 1st
2. Martin Luther King Jr. Day - 3rd Monday in January
3. President's Day - 3rd Monday in February
4. Memorial Day - Last Monday in May
5. Juneteenth – June 19
6. Independence Day - July 4th
7. Labor Day - 1st Monday in September
8. Veterans Day - November 11th
9. Thanksgiving Day - 4th Thursday in November
10. The day after Thanksgiving
11. Christmas Day - December 25th

8.2 Police Department Employees: Shift employees shall be paid eight (8) hours salary at straight time in lieu of time off for earned holidays not taken during each fiscal year. Holidays shall be paid at the straight time rate during the first pay period in June of each fiscal year.

8.3 Detectives: Detectives shall be allowed to bank regular City holidays for time off purposes in the event a holiday falls on a normally scheduled day off or in the event they are required to work on a normally scheduled holiday.

8.4 Weekend Holidays: For those employees whose normal workweek begins on Monday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. If a holiday falls on a Saturday in the case of employees whose normal workweek ends on Friday, the employee shall be entitled to the Friday prior to the holiday.

For those employees who work an alternate work schedule, e.g., 9/80 plan, when a holiday falls on a regularly scheduled day off, the first work day following the observed holiday shall be deemed to be a holiday, e.g., Tuesday, when the observed holiday falls on a Sunday or Monday.

If the observed holiday falls on a Friday or Saturday, it shall be the last work day prior to the observed holiday, e.g., Thursday.

9.0 Sick Leave:

9.1 Sick Leave Accruals: Every full-time employee shall accrue sick leave time at the rate of 80 hours per year, 3.08 hours per pay period. Unused sick leave may be accumulated without limit. Sick leave with pay can only be granted by the recommendation of the Chief of Police or their designee, in the case of disabilities due to illness, injury or pregnancy. Employees who lateral from an outside agency (i.e., immediately prior to hire at the City of Laguna Beach) from the same or similar classification into which they are hired at Laguna Beach shall receive forty (40) hours of sick leave upon hire.

Sick leave earned between June 13, 1988 and December 23, 2013 shall be used before sick leave earned prior to June 13, 1988 or after December 23, 2013.

9.2 Evidence of Illness: When an employee uses sick leave, the Chief of Police or their designee may require a physician's certificate.

9.3 Penalty for Sick Leave Abuse: When in the judgment of the Chief of Police or their designee, the employee's reasons for being absent because of alleged sickness are inadequate, they shall indicate on the payroll time report that the absence was without pay. Denial of sick leave shall be subject to the grievance procedure. In addition, the Chief of Police or their designee may impose such disciplinary action as in their discretion seems warranted, following procedures set forth in Section 4.0 of this MOU.

9.4 Sick Leave and Temporary Disability: An employee who is entitled to temporary disability indemnity under the State Labor Code may elect to take that number of hours or portions of hours of their accumulated sick leave, or their accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of their full salary. When accumulated sick leave, or vacation, or both, are exhausted, the employee may be still entitled to receive disability indemnity.

9.5 Sick Leave for Dependent Care: Employees shall be eligible to use accrued sick leave in accordance with the law to care for an ill parent (including parent in law), spouse registered domestic partner, child, grandparent, grandchild sibling or "designated person". The amount of sick leave which can be used for such purpose is one half of one year's annual accrued sick leave, which is currently equal to 40 hours per year.

9.6 Illness While on Vacation: An employee who becomes ill while on vacation may have such period of illness charged to their accumulated sick leave instead of to vacation provided that:

- a) Immediately upon return to duty, the employee submits to their immediate supervisor a written request for sick leave and a written statement is signed by the employee's physician stating the nature and the dates of the illness;
- b) The Chief of Police or their designee recommends, and the Human Resources/Risk Manager approves, the granting of such sick leave.

9.7 Holidays During Sick Leave: Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

9.8 Payment for Unused Sick Leave:

Payment for accrued sick leave is available as follows:

- a) Sick leave earned commencing June 13, 1988 through December 22, 2013: shall converted at 100% of the employee's base hourly rate of pay as of December 22, 2013 into the City's Retirement Health Savings (RHS) Plan and may not be converted to cash.
- b) Sick leave earned on or after December 23, 2013 shall converted at the rate of fifty percent (50%) of the employee's base hourly rate of pay into the City's Retirement Health Savings (RHS) Plan and may not be converted to cash.
- c) Except as provided above, conversion of sick leave - into the RHS Plan can be requested in October or May of each fiscal year or upon death, retirement for disability or service, resignation or layoff but not if dismissed or terminated for cause. Sick leave not cashed in may be carried over for cash-in to the RHS Plan during October or May of future fiscal years. Cash-in into the RHS Plan may be made one additional time each year under extraordinary circumstances if approved by the Chief of Police and the Human Resources/Risk Manager.
- d) Sick leave earned between June 13, 1988 and prior to December 23, 2013 shall be used before sick leave earned or on or after December 23, 2013.
- e) The City's Retirement Health Savings Plan provides that sick leave earned shall be available for conversion into the RHS plan at the above-described values upon death, retirement for disability or for service, resignation or layoff, but not if dismissed or terminated for cause to the extent that it is not used each fiscal year.

- f) Accrued sick leave may also be converted to service credit under the "Credit for Unused Sick Leave" option of the Public Employees' Retirement System per Government Code section 20965.

9.9 Family Leave: The City shall provide family leaves as required by State and Federal law which to the extent permitted by law shall run concurrent with other leaves provided by the City.

10.0 Bereavement Leave: Whenever an employee is compelled to be absent from duty by reason of the death, or critical illness where death appears to be imminent, of either the members of the immediate family of the employee, the employee's spouse or domestic partner, such person shall be entitled to a maximum of three (3) workdays absence with pay, as to each such instance of death or critical illness, up to a maximum of six (6) workdays per year. In instances involving extraordinary circumstances, an additional six (6) workdays may be granted, upon approval of the Chief of Police, with the provision that such time will be deducted from accumulated sick leave.

"Immediate family" of the employee, the employee's spouse or domestic partner shall be construed to mean: father, mother, step-parents, brother, sister, step-siblings, wife, husband, child, step-child, grandmother, grandfather or any relative of the employee or employee's spouse residing in the employee's household for two (2) or more years.

11.0 PERS - Disability Benefits Program: The purpose of this program is to provide a percentage of base salary to employees who are disabled from all employment, and who have filed for and are awaiting approval of a disability retirement from the Public Employees' Retirement System.

11.1 Eligibility: All employees who have five (5) years of service or more under the Public Employees' Retirement System and who have exhausted the employee's accumulated sick leave and vacation benefits may be eligible for disability benefits hereunder.

11.2 Amount of Benefit: An eligible employee will receive a monthly benefit which is approximately equivalent to the benefit the employee would receive when disability retirement becomes effective.

The Human Resources/Risk Manager will obtain an estimate from the Public Employees' Retirement System as to what benefit the employee is entitled and will recommend the amount of the benefit. The benefit will commence on the first day of the payroll period following the last day of sick leave or vacation available to the employee. The disability benefit will cease on the last day on the City payroll before the effective date of the disability retirement.

If the employee is receiving disability benefits from another source, the City's disability benefit will be no greater than the difference between the benefit provided by the other source and the anticipated benefit under PERS.

- 11.3 Status of the Employee:** The eligible employee will be considered to be on disability leave and will not accrue any other benefit provided by the City.
- 11.4 Disability Benefit:** For industrial disability retirements initiated by the City for sworn members of the Association (i.e., those employees who are eligible to receive benefits per Labor Code section 4850), if the retirement system has not taken action on the retirement by the employee's last day on the payroll, the City Manager may authorize lending an amount equal to the estimated retirement benefit to the employee on an interest-free basis on the condition that the loan be repaid within 30 days of receipt of retroactive payment of the retirement by the Public Employees' Retirement System. Such agreement shall be made in writing.
- 12.0 Educational Reimbursement Program:** The purpose of this program shall be the reimbursement for tuition and book expenses to employees attending classes on the employee's own time that are to the direct benefit of the individual employee and the City. The approval of a request is subject to budgetary limitations.
- 12.1 Eligibility:** All regular employees shall be eligible for reimbursement under this program. Employees who have not completed their probationary period may also be eligible for reimbursement under this program if the job performance of such employees, as indicated by the Chief of Police, appears to show promise of completing the probationary period.
- 12.2 Procedure:** The Chief of Police will determine what types of courses will be allowed for reimbursement prior to commitment by the employee. Courses considered by the Chief of Police for reimbursement shall be designed to directly improve the knowledge of the employee in the public service which will improve performance and enhance advancement opportunities. The Chief of Police may recommend reimbursement upon the successful completion of college or professional conference courses. Each employee is limited to a maximum payment of one thousand dollars (\$1,000) per fiscal year, dependent upon the availability of budgeted monies.
- 12.2.1 City Manager Approval:** The City Manager may authorize payment of additional educational reimbursement beyond the maximum payment for employees who are seeking formal degrees. The maximum reimbursement for these expenditures shall be 75% of the actual cost.

13.0 Salary Continuance (4850 Rule): The purpose of this rule is to provide a uniform policy and procedure for implementing Section 4850 of the State Labor Code which provides up to one (1) year salary continuance for safety employees who cannot work due to job incurred injury or illness.

13.1 Definitions

- a) Safety Employees - All employees covered by Labor Code Section 4850.
- b) 4850 Pay - Compensation provided to safety employees pursuant to Section 4850 of the Labor Code.

13.2 Salary Continuance Policies and Procedures

- a) If a safety employee is released from work by a physician due to an on-the-job illness or injury, that employee shall be placed on 4850 pay.
- b) The employee shall remain on 4850 pay until one of the following occurs:
 - 1. The employee has received 4850 pay for fifty-two (52) weeks which is two thousand eighty (2080) hours for most employees.
 - 2. The employee is released by a physician to return to work either with or without restrictions.
 - 3. The City in good faith determines that the injury is not job related or that the employee is capable of assuming their regular assignment.
 - 4. The employee is determined to be permanently disabled from their normal occupation and an application for disability retirement has been filed with the Public Employees' Retirement System. (4850 pay shall terminate on the day before the effective date of the disability retirement.) The City may provide advance disability pension payments pursuant to PERS law.
 - 5. The employee voluntarily resigns their position with the City.

14.0 Light Duty: When an employee is authorized by a physician to return to work with restrictions, the City may assign and schedule the employee on a temporary basis to perform departmental duties from which the employee has not been restricted and which the employee has been found capable of performing. These duties need not be duties which are required or included as part of the employee's normal assignment. The employee shall suffer no reduction in salary or benefits upon such temporary assignments. The granting and continuation of light duty shall be within management's discretion.

Employees on light duty who are absent from work for a physical therapy or doctor's appointment related to their injury are entitled to up to a maximum of four (4) hours off from work per week with pay for such appointments with supervisor approval. If such an employee needs more than four hours off during regular work hours, with supervisor approval, they may either flex the time off during the same workweek (i.e., work additional hours on another day during the week for the hours above four hours) or use accrued leave to cover the absence. The paid time off from work described in this paragraph must be related to the workers' compensation injury or illness for which the employee was released to return to work light duty.

15.0 Retirement: The City contracts with the Public Employees' Retirement System for administration of the retirement program. Coverage for regular full-time employees is as follows:

a) Retirement Formula

1. Safety members

Safety unit members hired on or before April 2, 2012, are covered by the 3% @ 50 formula provided for by the Public Employees' Retirement Law at Government Code section 21362.2.

Safety unit members hired on or after April 2, 2012, who do not meet the definition of "new members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA), are covered by the 3% @ 55 formula provided for by the Public Employees' Retirement Law at Government Code section 21363.1. This formula applies to any member hired between April 2, 2012 and December 31, 2012 as well as any member hired after January 1, 2013 who is a lateral hire from another PERS agency, public agency with reciprocity or a member who has had less than a six month break in service from their previous public agency employment.

Safety unit members hired on or after January 1, 2013 who are defined as "new members" under the PEPRA, are covered by the 2.7% @ 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

2. Non-safety members

Unit members who are not "new members" as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA are covered by the 2.5% @ 55 formula provided for by the Public Employees' Retirement Law at Government Code section 21354.4.

Unit members who are defined as “new members” under the PEPRA, are covered by the 2% @ 62 formula provided for by the Public Employees’ Retirement Law at Government Code section 7522.20(a).

b) Employee Contributions to the Retirement System

1. Safety employees

a. Safety employees subject to the 3% @ 50 and 3% @ 55 Formulas

These employees shall contribute nine percent (9%) of compensation earnable as the required member contribution.

In addition to the nine percent (9%) of compensation earnable employee-paid member contribution noted above, these employees shall pay an additional three percent (3.0%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code section 20516(f).

Thus, these employees shall pay the full nine percent (9%) of compensation earnable member contribution and three percent (3%) of compensation earnable of the required employer contribution as cost sharing for a total of twelve percent (12%) of compensation earnable for retirement contributions.

b. Safety employees subject to the 2.7% @ 57 Formula.

These employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost as determined each year by CalPERS in its annual valuation report.

2. Non-Safety employees

a. Non-safety employees subject to the 2.5% @ 55 Formula

These employees shall contribute the eight percent (8%) of compensation earnable as the required member contribution.

b. Non-safety employees subject to the 2% @ 62 Formula

These employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost as determined each year by CalPERS in its annual valuation report.

c) Optional Benefits

In addition to the retirement formulas provided above, the following optional benefits are in effect: One Year Final Compensation, Service Credit for Unused

Sick Leave and the 1959 Survivors Benefit Level IV (employees pay the employee contribution for this benefit). For employees defined as new members by the PEPRA, their retirement will not be calculated by the One Year Final Compensation provision, but rather, based on the three (3) year average compensation as provided for in the PEPRA at Government Code section 7522.32(a).

16.0 Medical Benefits: All regular full-time employees and their dependents are eligible for enrollment in the medical, vision and dental benefit plans as agreed to between the City and the Association.

16.1 Rates: Subject to the provisions of Section 16.2, the City shall pay 100% of the cost of medical care coverage for the employee only coverage, 80% of the cost for employee plus one dependent coverage, and 80% of the cost of the employee plus two or more dependents coverage. The employee shall be responsible for the remaining 20% portion of the premium not paid by the City. Unless the parties agree otherwise, the City's obligation to pay 80% of the cost for employee plus one dependent coverage and the cost of employee plus two or more dependents coverage will "sunset" on December 31, 2025 whereupon the City's obligation will revert to paying 75% of the cost of such coverage. If the cost of medical insurance premium increases by ten percent (10%) or more in any calendar year of this MOU, the parties agree that either party may reopen labor negotiations on this Article 16.

16.2 City Contribution Amount Maximums: The City's contribution to any employee's medical insurance premium under the premium sharing formula contained in Section 16.1 of the MOU shall be limited to the amount of the contribution under the above premium sharing formula for the HMO plan rate for an employee plus two or more dependents, regardless of the employee's choice of medical plan.

16.3 Medical Coverage for Domestic Partners: Medical coverage shall be provided for domestic partners. Dental coverage shall be provided to domestic partners under the same terms as other dependents.

16.4 Medical Insurance Waiver:

Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:

1. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other

than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;

2. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will not have the alternative coverage;
3. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
4. The reasonable evidence will be an attestation signed by the employee, attesting to the above, and must be provided no earlier than a reasonable period of time before each plan year begins.

Employees who are able to satisfy the above criteria may opt out of participation in the City's plan and will be paid sixty percent (60%) of the HMO employee only rate. This payment will be made to the employee on a biweekly basis as a part of the employee's payroll check.

16.5 Flexible Spending Plan: The City will make a flexible spending plan available to employees pursuant to IRS Code Section 125 to allow an employee to contribute a portion of their income each year on a pre-tax basis into an account from which they may receive reimbursement for medical, dental and child care expenses.

16.6 Medical Plan Coverage for Retirees: Employees Hired Before January 1, 2014: The option of continuing membership in the City's medical plan shall be available to employees who retire from employment with the City after a minimum of three (3) years of service. The employee will be responsible for the entire premium.

Employees hired on or after January 1, 2014: The option of continuing membership in the City's medical plan shall be available to employees who retire from employment with the City after a minimum of ten (10) years of service. The employee shall be responsible for the entire premium.

16.7 Medical Plan Coverage Part-time Regular Employees: Employee-only medical benefits shall be provided to regular part-time employees. Dependent medical and dental premiums for regular part-time employees shall not be paid by the City. Regular part-time employees shall, therefore, pay the full cost of medical and dental plan premiums for dependent coverage.

16.8 Retirement Health Savings Plan:

16.8.1 City Contribution: All employees represented by the Association are required to participate in the City's Retirement Health Savings Plan (RHS). The City, on behalf of all employees represented by the Association, will make a pre-tax contribution of one hundred dollars (\$100.00) per month to the RHS plan on the employee's behalf, paid at forty-six dollars and sixteen cents (\$46.16) per pay period. After an employee has completed seven (7) years of service with the City, their RHS contribution will increase to three hundred dollar (\$300) per month paid at one hundred and fifteen dollars and thirty-eight cents (\$138.46) per pay period.

16.9 Medical Task Force: The City agrees to continue the Medical Task Force comprised of one (1) representative from each bargaining unit including management, and meeting on a regular basis for the purpose of reviewing the status of the medical plans.

16.10 Reopener - Change in Medical Plan: If, during the term of this MOU, a decision is made to change or modify the current medical care coverage, the entire Article 16 shall be reopened for negotiations.

17.0 Life Insurance: All regular full-time employees are covered by a fifty thousand dollar (\$50,000) Life and Accidental Death and Dismemberment policy.

18.0 Long Term Disability: All regular full-time employees are eligible for Long Term Disability Insurance coverage of sixty percent (60%) of the first five thousand dollars (\$5,000) of salary after a sixty (60) calendar day elimination period. Employees are eligible for coverage after sixty (60) days of employment.

19.0 Mileage: The reimbursement rate for use of personal vehicles for City business shall be the standard mileage rate allowed by the Internal Revenue Service.

20.0 On-Call Pay:

a) **On-Call Detectives:** The on-call detective will begin their on-call shift each Monday at 7:00 a.m. through the following Monday at 7:00 a.m. (a seven (7) day period). During which, the on-call detective will receive six (6) hours of on-call pay. Each month, the Investigations Sergeant will provide the entire Police Department with the monthly on-call schedule. In the event the Watch Commander feels the need to call-out or notify a detective, the on-call detective will be called, and will evaluate the need to respond and/or provide the necessary investigative guidance. The on-call detective must respond to a phone call within ten (10) minutes and be able to respond to the City within one (1) hour of the notification, when a response is necessary. The on-call detective must also immediately notify the Investigations Sergeant for final approval.

The on-call detective will only receive overtime compensation if said detective responds outside of their normal working hours. Overtime will be provided if the detective spends extensive time at home, while on the phone handling an investigative incident that does not dictate a physical response. In this instance, overtime will be paid for time worked that exceeds fifteen (15) minutes. All overtime must be evaluated and approved by the Investigations Sergeant.

The expectations of the on-call detective's use of the take-home vehicle while on on-call status is addressed in Lexipol Policy.

- b) **On-Call Court Pay:** Employees who are placed on call by the court shall receive two (2) hours compensation in the morning and two (2) hours in the afternoon. No payment shall be made if they receive court pay for appearing or if they are taken off-call at least 24 hours in advance. Officers shall receive a minimum of three (3) hours compensation for court appearances (i.e., the officer only testifies for one hour, but will receive a minimum of three hours of court time). Employees shall submit payment requests in the pay period when they appeared in court, or the next pay period. There should not be an accumulation of court time over multiple pay periods if a case is trailed or the employee remains on call.

21.0 Military Leave: Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

22.0 Jury Duty: Employees in the unit are entitled to up to one hundred and twenty (120) hours of paid time off each calendar year for jury duty. An employee accepted for jury duty shall immediately notify the Chief of Police in writing.

Employees who are on jury duty are required to return to work if released by the Court from jury duty and they will have at least four hours of work left in their day after traveling back to work. In addition, if an employee calls into the court (or learns over the internet) on the day before reporting for jury duty and finds out that they must report to jury duty the next day, they is required to notify their supervisor prior to the start time of their work shift.

23.0 Exceptional Performance Pay Plan: In accordance with the administrative guideline, an employee performance evaluation report and a performance pay plan justification shall be prepared and submitted to the City Manager with all recommendations for early step advancement or performance pay bonus for employees whose performance merits such an increase.

23.1 Amount: The available Exceptional Performance Pay (EPP) bonus shall be any amount up to five percent (5%) of gross pay. The total of a performance

pay bonus and an educational award for a degree, when added together, shall not exceed seven and one-half percent (7.5%).

24.0 Educational Incentive Pay:

- a) **Educational Degree:** Sworn police department employees (Police Officer, Police Corporal and Police Sergeant) may be eligible for an educational incentive bonus of two and one-half percent (2.5%) for an AA degree, or a bonus of five percent (5%) for a BA or BS degree.

Payment of educational incentive premiums shall be made on a bi-weekly basis.

- b) **POST Certifications:** Sworn police department employees are eligible for the following:

1. Four percent (4.0%) of base salary for an Intermediate POST Certificate;
2. Nine percent (7.5%) of base salary for an Advanced POST Certificate. The two POST certificates are not cumulative. An employee with Advanced POST will receive Nine percent (9.0%) and not any additional compensation for first having an Intermediate POST Certificate.

- c) Public Safety Dispatchers, Senior Public Safety Dispatchers and the Support Services Supervisor, are eligible for the following:

1. Five percent (5.0%) of base salary for a Dispatcher Advanced POST Certificate.

Payment of educational incentive premiums shall be made on a bi-weekly basis.

When an employee receives either an Intermediate or Advanced POST Certificate they shall provide the City with a copy of the Certificate and will then be paid by the City retroactively to the effective date of the Certificate.

- 25.0 Bilingual Pay:** The City shall agree to establish a separate bilingual pay program for sworn and professional staff employees of the Police Department who are required to speak, read, and/or write in languages other than English as part of the employee's regular duties of the employee's position.

The Chief of Police shall designate which languages shall be eligible for bilingual pay. The number of positions assigned to bilingual duties within the department shall be the sole discretion of the Chief of Police. At any time this number may decrease or increase depending on the decision of the Chief of Police.

The compensation for bilingual skills assignment shall be the equivalent of seventy-five dollars (\$75) per month paid at the rate of \$34.62 each pay period. Eligibility shall be determined by successful completion of a language competency test. Such test shall be determined and administered by the Human Resources/Risk Manager.

Police Department employees receiving bilingual pay prior to July 1, 1996 shall not be required to complete a proficiency exam; however, they will be subject to all other elements of the program as described above.

26.0 Assignment Pay: Police Records Specialists will receive a five percent (5%) shift bonus to account for the difficulty in their work schedules and tasks.

26.1 Community Outreach Officer Pay: A member of the Association who is selected to the assignment of Community Outreach Officer shall receive compensation equal to ten percent (10%) of their base pay at their current step on the salary schedule depending on their rank. The Assignment is limited to Police Officer and Police Corporal positions. The person who is selected to the assignment of Community Outreach Officer shall serve at the pleasure of the Chief of Police (i.e., the assignment is an at-will assignment) and may be reassigned at the sole discretion of the Chief. The term of the assignment shall be one year. The assignment may be extended for additional one-year terms. There shall be a maximum of three one-year extensions.

26.2 Canine Handler and Support Services Dog Maintenance Pay: Officers assigned as Canine Handlers and employees assigned as Support Services Dog Handlers will be paid fourteen (14) hours per month at two thirds (2/3) of their regular rate of pay then paid at time and one half (1.5) for the off-duty caring, grooming, feeding, training and otherwise maintaining of their department-issued canine or Support Services dog/equipment.

The parties acknowledge that the Fair Labor Standards Act ("FLSA"), which governs the entitlement to compensation for canine/Support Services Dog duties, entitles the parties to agree to a reasonable number of hours for the performance of off duty canine/Support Services Dog duties. The parties acknowledge that per the case of *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004), the hours for which a canine/Support Services Dog handler should be paid are supposed to be determined after an actual inquiry of the officers and Support Services Dog Handlers assigned in the canine/Support Services Dog special assignment. The parties agree that at this time, 14 hours has been determined to be the time the canine/Support Services Dog handlers spend and to ensure compliance with the law, and agree that officer canine/Support Services Dog handlers must limit their off-duty hours to a maximum of fourteen (14) hours per month (unless

expressly directed, or otherwise authorized, to work more hours by a supervisor) because they are only being paid for fourteen (14) hours for such duties per month. The actual time spent is subject to review by a future actual inquiry and the Association reserves the future right to request increasing such hours through the negotiations process as the program develops and in the event that circumstances warrant.

It is the intent of the parties through the provisions of this section to comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

The City and Association understand and agree that the Canine/Support Services Dog Handler Maintenance Pay is intended to compensate officer canine-handlers and employees assigned as Support Services Dog Handlers for all off duty hours spent caring, grooming, feeding, training and otherwise maintaining their assigned canine/Support Services Dog/equipment, in compliance with the FLSA and interpretive cases and rulings.

In addition to the canine maintenance time as aforesaid, the City agrees to compensate canine/Support Services Dog handlers for veterinary visits and/or other unusual occurrences that are handled outside of the canine/Support Services Dog handlers' regular work hours, provided that, absent an emergency, the canine/Support Services Dog handlers shall obtain supervisor approval for such care and shall submit a Variance of Duty Report. Compensation pursuant to this paragraph shall be paid at their regular overtime rate, not the two-thirds (2/3) rate described above.

Unless the Chief of Police agrees otherwise, canine/Support Services Dog handlers are required to live within twenty (20) miles of City Hall. Canine officers and employees assigned as Support Services Dog Handlers will not be compensated for canine/Support Services Dog maintenance when the police service dog is kenneled at a location other than the canine/Support Services Dog handler's residence.

City agrees to provide canine handlers but not employees assigned as Support Services Dog Handlers with the use of a City patrol vehicle for the transportation of the police canine to and from the canine handler's personal residence. Employees assigned as canine handlers shall not be compensated in any manner whatsoever for time spent traveling to and from work because they have been provided with a City patrol vehicle. In the rare case where the assigned City patrol vehicle is not available, due to maintenance or any other circumstance, and the canine handler is permitted to rely on their own personal transportation of the police canine to and from any work related event or service, then the handler will be compensated at the current mileage reimbursement rate.

At the conclusion of the police canine's and Support Service dog's service life, the handler may exercise the option of adopting the retired canine/ Support Services dog at a cost of \$1.00 to the handler and will hold the City harmless against any claims arising from alleged incidents involving the canine Support Services dog after its retirement as well as any time or costs incurred by the handler after the canine's Support Services dog's retirement.

There is no period of probation required as a canine/Support Services dog handler and no permanency or seniority may be obtained for a handler. Police Officers assigned as canine handlers and employees assigned as Support Services Dog Handlers shall serve at the pleasure of the Chief of Police (i.e., the assignment is an at-will assignment) and may be reassigned at the sole discretion of the Chief.

- 26.3 Use of City Vehicles/Motorcycle Duty:** Police officers assigned to motorcycle duty may use the motorcycle to commute to and from work if they live within thirty (30) miles of City Hall and within Orange County. (The Chief of Police or their designee may in their sole discretion waive either the thirty (30) miles or County residency limitations.) Employees assigned to motorcycle duty shall receive five percent (5%) of base pay. These employees are required to clean and maintain their assigned motorcycle while on duty.
- 26.4 School Resource Officers:** An individual who is selected to the assignment of School Resource Officer shall receive compensation equal to five percent (5%) of their base pay at their current step on the salary schedule depending on their rank. The assignment is limited to Police Officer and Police Corporal positions. The person who is selected to the assignment of School Resource Officer shall serve at the pleasure of the Chief of Police (i.e., the assignment is an at-will assignment) and may be reassigned at the sole discretion of the Chief. The term of the assignment shall be one year. The assignment may be extended for additional one-year terms. There shall be a maximum of three one-year extensions.
- 26.5 Detectives:** An individual who is selected to the assignment of Detective shall receive compensation equal to five percent (5%) of their base pay at their current step on the salary schedule depending on their rank. The assignment is limited to Police Officer and Police Corporal positions. The person who is selected to the assignment of Detective shall serve at the pleasure of the Chief of Police (i.e., the assignment is an at-will assignment) and may be reassigned at the sole discretion of the Chief. The term of the assignment shall be one year. The assignment may be extended for additional one-year terms. There shall be a maximum of three one-year extensions.

The one (1) Detective Sergeant assigned to Detectives will receive this pay.

26.6 Field Training Officers:

A Field Training Officer is a police officer, other than a corporal, who is selected through an internal interview process. Once selected, the officer must successfully complete the P.O.S.T. specialized classroom and certification training before performing their FTO duties. The number of FTOs who may be selected is at the discretion of the Chief of Police. The officers selected to serve as FTOs must maintain the standards of professionalism and the ability to teach, guide and mentor new officers. The officers assigned as FTOs may be removed from the program at any time, at the discretion of the Chief of Police, for failing to meet the standards established by the FTO program managers.

Upon completion of the P.O.S.T. specialized classroom and certification training, the police officer(s) assigned as FTOs will receive ten percent (10%) above their base pay, as compensation, only when training an officer who is in the field training program.

The duties of the FTO involve being a positive role model, clearly communicating the expectations of a police officer, teaching the trainee the policies of the department, correctly applying concepts learned in the classroom to field training operations, and evaluating the trainee on their progress in the program. Ultimately, the FTO is responsible for ensuring the shift duties are performed properly and completely and communicating any deficiencies to their chain of command.

POST Field Training Officer (FTO) Training Requirements:

(1) Every newly appointed FTO shall:

- (A) Successfully complete a POST-certified Field Training Officer Course prior to training new officers, and;
- (B) Complete 24-hours of update training every three years following completion of the Field Training Officer Course. The update training shall be satisfied by:
 - 1. Completing a POST-certified Field Training Officer Update Course, or
 - 2. Completing 24-hours of department-specific training in the field training topics contained in the Field Training Officer Update

(2) Every reassigned FTO, after a 3 year or longer break in service as an FTO, shall

(A) Successfully complete a POST-certified Field Training Officer Update Course prior to training new officers, and

(B) Complete 24-hours of update training every three years. The update training shall be satisfied by:

1. Completing a POST-certified Field Training Officer Update or

2. Completing 24-hours of department-specific training in the field training topics contained in the Field Training Officer Update Course

26.7 Communications Training Officer Pay

Employees in the classification of Public Safety Dispatcher who are assigned as and perform the duties of Communications Training Officers shall receive ten percent (10%) of their base pay for each hour of training that they provide.

26.8 Shift Differential Pay

If an employee's regular work schedule has at least six (6) hours between the hours of 5:00 p.m. and 5:00 a.m. of each workday, they shall receive a night shift differential of two and one half percent (2.5%) for all hours worked on their shift. Shift differential does not apply to employees working overtime on a non-regularly scheduled day.

26.9 Department Training Officer Pay

An employee who is selected to the assignment of Department Training Officer shall receive compensation equal to five percent (5%) of their base pay at their current step on the salary schedule.

26.10 Neighborhood Enhancement Team Pay

Any employees in the classifications of Police Corporal and Police Sergeant selected to supervise the Neighborhood Enforcement Team shall receive compensation equal to five percent (5%) of their base pay at their current step on the salary schedule.

27.0 Overtime/Compensatory Time: The following subsections define overtime work as it applies to the Police employees.

27.1 Sworn Personnel: Sworn personnel in the Police Department shall receive compensatory time or overtime pay, at the request of the employee and subject to the approval of the Chief of Police, at the rate of time-and-one-half for all actual hours worked in excess of the employee's regularly scheduled hours each workday. Such employees are subject to the 28-day FLSA work period in accordance with section 7(k) of the FLSA.

27.2 Professional Staff Employees: For all professional staff employees assigned to a "9/80" alternate work schedule, the pay period shall begin on alternating work weeks at the mid-point in the scheduled eight (8) hour day, thereby dividing the FLSA "work period" into two forty (40) hour work weeks. Employees so assigned shall receive compensatory time or overtime pay at the rate of time-and-one-half for all actual hours worked in excess of forty (40) hours in a given work week.

Professional Staff employees assigned to a five (5) day, forty-hour (40) work week shall be considered Municipal Employees in accordance with Personnel Rule 8.18.3; i.e., such personnel shall receive compensatory time or overtime pay at time-and-one-half only for actual hours worked in excess of forty (40) hours in a given work week. The FLSA workweek for such employees shall begin at 12:00 a.m. on Monday and end the following Sunday at 11:59 p.m.

27.3 Actual Hours Worked: Actual hours worked shall be defined as (1) time the employee is on duty performing assigned tasks and otherwise carrying out the duties of the employee's position, and (2) leave time taken as vacation, sick, holiday, or bereavement time. Therefore, compensatory time shall not be counted as actual hours worked when computing hours in excess of a regularly scheduled shift or hours in excess of forty (40) in a work week.

27.4 Call-Back: Sworn personnel who are called with less than twenty-four (24) hours' notice to report to work on a regularly scheduled day off, or called back to work following completion of a shift, shall receive a minimum of four (4) hours of pay. However, if a sworn employee is called back prior to the start of their regularly scheduled shift and the call back time cuts across the time of their regularly scheduled shift, they shall receive time and one half for the hours prior to their shift (not a four hour minimum) and their regular pay from the start of their shift. Professional staff personnel shall receive compensation at time-and-one-half pay for all hours worked as the result of a call-back.

27.5 Briefing or Shift Preparation Time: Briefing or shift preparation time of up to thirty (30) minutes may be added to a shift employee's work day. Compensation for this time shall be paid at the straight-time rate.

27.6 Compensatory Time: A maximum of one-hundred (100) hours of compensatory time may be accrued by employees

An employee wishing to use their accrued compensatory time off shall provide the City with reasonable notice. Reasonable notice is defined as at least ten (10) calendar days. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. Having to backfill an employee on overtime does not cause the request to be unduly disruptive. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

28.0 Alternate Work Schedule: The City and the Association agree to the alternate work schedules including, but not limited to, the "3/12" plan, (for sworn personnel assigned to the "3/12 plan" this is twelve (12) 12 hour and 20 minutes shifts per work period with one additional 12 hour shift worked during the 28-day FLSA work period) the "4/10" plan, and the "9/80" plan for employees represented by the Association. As provided in Article 28.2, there are some employees in the unit who are assigned a traditional 5/40 work schedule.

28.1 Change/Modification: The City may change and/or modify work schedules, or terminate alternate work schedules at its sole discretion. To the extent feasible, the City shall provide the Association with advance notice of any such changes, modifications, or terminations and the reason for the change. In the twenty-eight (28) day schedule cycle (per Section 7(k) of the FLSA), which consists of two pay periods, the motorcycle officers will be scheduled a minimum of seventy-six (76) hours of straight time per pay period, with overtime eligibility limited to actual hours worked in excess of one hundred sixty (160) hours in any twenty-eight (28) day scheduled cycle, or extra hours worked over a regularly scheduled shift. Nothing in this paragraph, however, shall be construed to limit the right of the City to alter or abandon alternate work schedules.

28.2 Alternate Work Schedules and Right to Meet and Confer: The Association shall have the right to meet and confer both formally and informally, with the City on issues relating to alternate work schedules. The City shall consider and respond to all issues raised in a complete and timely manner.

28.3 Benefit Modification for Those Assigned to Alternate Work Schedules: The City and the Association agree to the following modifications in benefits for employees assigned to alternate work schedules:

- a) The City shall have the right, at its sole discretion, to pay or provide time off for holidays;

- b) The City shall have the right, at its sole discretion, to require employees to use vacation or compensatory time in conjunction with scheduled holidays taken off;
- c) The City shall have the right, at its sole discretion, to establish the Fair Labor Standards Act (FLSA) "work period" for all employees assigned to alternate work schedules.

Fair Labor Standards Act: For the purposes of the FLSA, the work period shall be seven (7) days for the positions of all professional staff employees. Police Officers assigned to Patrol, Investigation or a Department Training Officer shall have a twenty-eight (28) day work period in accordance with Section 7(k).

29.0 Investigator Clothing Allowance: Police Officers assigned to Investigation shall be provided a monthly clothing allowance of one hundred dollars (\$100).

30.0 Bullet-proof Vests: Bullet-proof vests are provided to sworn employees of the police department. As such, these employees must wear their vests while in the field or attending the police range. The same rule shall apply to any professional employee provided with a bullet-proof vest.

31.0 Layoff:

31.1 Intent of Procedure: For reasons of economy or efficiency, or in the interest or mandate of the public, reductions or curtailments of City services may be required. In such an event, it may be necessary to lay off one (1) or more City employees. The following procedure is intended to give primary consideration to seniority and job performance whenever layoff of employees is necessary.

The City's decision to abolish a position is not subject to the employee's right of appeal or grievance.

31.2 Procedures:

31.2.1 Abolition of a Position: When a position within a department or division is abolished, all employees in that department or division in the subject classification shall be listed in order of the employee's length of service with the City. The Chief of Police shall choose from among the employee's number the least senior employee to be laid off for each position abolished.

If in any case length of service should be equal, the Chief of Police or their designee may take job performance into consideration in

determining the employee to be laid off. Employees to be laid off shall be given two (2) weeks' written notice of the action.

31.2.2 Transfer or Demotion to Avoid Layoff: Any employee who is to be laid off may request, in writing, to be transferred to a vacant position, subject to Personnel Rule 2.10, within the two (2) week notification period.

An employee who has held regular status in a lower classification within the same department and/or division may request, within the two (2) week notification period, demotion to a position in said lower classification or an equivalent class in order to avoid layoff. If the employee makes such a request, a list of employees shall be prepared and the subject employee shall have the employee's name placed among the other names on said list according to the employee's total length of service in said class and any higher class within that department and/or division. Thereafter, the Chief of Police or their designee shall choose an employee to be laid off according to the provisions of this section.

31.2.3 Severance Pay: A regular employee of the City who has been employed for a minimum of two (2) years and has been laid off because of either the abolition of the employee's position or as a result of a demotion of another employee to avoid layoff will be eligible for two (2) weeks of severance pay. A regular employee who is similarly laid off and who has worked for the City a minimum of ten (10) years will be eligible for three (3) weeks' salary upon layoff.

31.2.4 Reemployment Lists: The names of all Regular employees who were laid off or who were demoted to avoid layoff shall be placed on a reemployment list for two (2) years. Whenever a vacancy occurs in the classes from which employees were laid off, the qualifying employees on the layoff list will be notified of the vacancy, prior to announcing an open or promotional recruitment, and shall be offered the opportunity to apply for the position.

In such an event, the Chief of Police or their designee shall consider the former employee(s) from the layoff list prior to considering other candidates. However, the Chief of Police or their designee shall retain the right not to appoint said former employee(s) and may request an examination to establish a new eligibility list.

32.0 Personnel File Purging: The City and Association agree that disciplinary written reprimands or lesser discipline may be removed from police department, sworn and professional staff employees' personnel files, under the following conditions:
1) The employee shall submit a written request to the Chief of Police requesting

the removal of a specific written reprimand; and 2) The written reprimand must be at least five (5) years old.

33.0 Jailers: The only Article of this MOU which applies to Part-Time Jailers is this Article. Each January thereafter, eligible Part-Time Jailers have the option to have the City either A) deposit \$2,500 into a flexible spending plan to use for eligible IRS 125 expenses, or B) provide the employee with reimbursement, capped at \$2,500 per calendar year for the purchase of their own medical insurance premiums. The Association agrees to hold the City harmless for any tax implications associated with Option B. Eligible Part-Time Jailers are those who have worked for the City as a Jailer for at least 1772 hours in the prior twelve months. Part-Time Jailers may utilize the grievance procedure only to challenge a violation of this Article.

34.0 Release Time: The City agrees to allow the Association (which may include the President or other members of the Association) four hundred (400) hours of paid release time to conduct Association business, matters and training subject to the approval (in writing) of the Chief of Police or their designee which shall only be withheld for critical operational needs. Each year (starting in 2023 in the pay period following City Council approval of this MOU and in subsequent years in the pay period following January 1) the City will replenish the bank to four hundred (400) hours. As such, the City will add whatever number of hours is necessary so that it has 400 hours. The Association agrees to reimburse the City the hourly rate of a top step Police Officer to include all statutory add-ons such as PERS, unemployment and Workers' Compensation if the release time does not result in any overtime cost. In the event that the release time requires overtime of the employee released or overtime of another employee to back fill the released hours, the Association agrees to reimburse the City at the hourly overtime rate of a top step Police Officer working overtime. The decision to require overtime or back fill will be within the City's sole discretion.

The City shall bill the Association within thirty (30) days after such release time is used and the Association will reimburse the City within thirty (30) days of the billing.

35.0 Management Rights: The parties agree to Section 10.3 – City Rights from the City of Laguna Beach Personnel Rules and Regulations.

36.0 Closing: Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by affected employees shall remain in full force and effect subject to either party's rights under the Meyers-Milias-Brown Act.

FOR THE CITY:

FOR THE ASSOCIATION:

Shohreh Dupuis

Shohreh Dupuis
City Manager

Date: Jan 18, 2023

Brian L. Griep

Brian L. Griep (Jan 18, 2023 12:07 PST)

Brian Griep
Association President

Date: Jan 18, 2023
1/18/2023

Gavin Curran

Gavin Curran (Jan 18, 2023 18:03 PST)

Gavin Curran
Assistant City Manager/Chief
Financial Officer

Date: Jan 18, 2023

Aggie Nesh

Aggie Nesh
Director of Human Resources & Risk
Management

Date: 1/17/2023

Peter J. Brown

Peter J. Brown (Jan 18, 2023 18:13 PST)

Peter J. Brown
Labor Negotiator

Date: Jan 18, 2023
