

SEAL BEACH POLICE MANAGEMENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING



RESOLUTION NUMBER 6830

ADOPTED: June 11, 2018

EXPIRES: JUNE 30, 2020

SEAL BEACH POLICE MANAGEMENT ASSOCIATION

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SEAL BEACH
AND
SEAL BEACH POLICE MANAGEMENT ASSOCIATION**

The duly authorized representatives of the City of Seal Beach (hereinafter referred to as "City") and the SEAL BEACH POLICE MANAGEMENT ASSOCIATION (hereinafter referred to as "Association"), having met and conferred in good faith concerning the issues of wages, hours and other terms and conditions of employment, as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding (MOU). The terms and conditions set forth in this MOU shall be of no force and effect unless and until this MOU is approved and adopted by the City Council of the City of Seal Beach. Unless otherwise specifically provided for herein, whenever a compensation change is indicated as occurring effective upon City Council adoption of this MOU, the compensation change shall commence during the first payroll period commencing after the Council adoption of this MOU.

ARTICLE 1. TERM OF AGREEMENT

Section 1. The term and effective date of this memorandum shall be July 1, 2017 through and including June 30, 2020.

Section 2. The Agreement may be extended beyond June 30, 2020 if both parties concur in writing.

ARTICLE 2. RECOGNITION AND MEMBERSHIP

Section 1. Pursuant to the provisions of the Employer-Employee Relations Ordinance No. 769, as amended, the City has recognized, for the purposes of this Memorandum of Understanding, the SEAL BEACH POLICE MANAGEMENT ASSOCIATION as the majority representative of the employees in the bargaining unit, which includes Police Department full-time employees in the safety classifications and assignments of Police Sergeant and Police Commander.

Section 2. The City recognizes the Association as the representative of the employees in the classifications and assignments set forth in Section 1 above for the purpose of meeting its obligations under this Memorandum of Understanding, the Meyer-Milias-Brown Act, Government Code Section 3500 et seq., when City Rules, Regulations, or laws affecting wages, hours, and/or other terms and conditions of employment are amended or changed.

Section 3. The City agrees that the representatives of the Association, not to exceed six (6) in number, shall be entitled to meet and confer with Management during said representatives' normal working hours without suffering any loss in

pay while absent from their duties for such purpose, providing that such time per person shall not be unreasonable. The City also agrees that such representatives may utilize not more than six (6) hours per month or seventy-two (72) hours per year without suffering any loss in pay for such absence for the purpose of meeting with employees who are represented by the Association and/or other officers of the Association.

ARTICLE 3. SALARIES

Section 1. The following monthly base salary grade increases shall be provided to employees occupying all classifications represented by the Association. The monthly base salary increases shall be effective during the first payroll period commencing during the indicated month of the following indicated years. The actual percentage salary grade increase shall be determined by reference to the change in the Los Angeles-Long Beach-Anaheim, California Consumer Price Index [All Items, All Urban Consumers published by the U.S. Department of Labor, index base period (1982-84=100) and not seasonally adjusted] (CPI-U). The one-year time period for assessing a percentage change in the CPI-U shall be from the month of April of the prior year to the month of April of the year in which a salary grade increase is effective. For example, the salary grade increase that will be effective in July 2017 will be calculated with reference to the change in the CPI-U between April 2016 and April 2017. If the percentage increase in the CPI-U is equal to or less than two percent (2%), the associated increase in the salary grade shall be two percent (2%). If the percentage increase in the CPI-U is equal to or greater than three percent (3%), the associated increase in the salary grade shall be three percent (3%). If the percentage increase in the CPI-U is between two percent (2%) and three percent (3%), the associated increase in the salary grade shall be equal to the percentage increase in the CPI-U.

1) Effective the first payroll period in July 2017

<u>Position</u>	<u>Grade</u>	<u>Increases</u>
Police Sergeant	37	2%-3% based on *CPI
Police Commander	44	2%-3% based on *CPI

2) Effective the first payroll period in July 2018

<u>Position</u>	<u>Grade</u>	<u>Increases</u>
Police Sergeant	37	2%-3% based on *CPI
Police Commander	44	2%-3% based on *CPI

3) Effective the first payroll period in July 2019

<u>Position</u>	<u>Grade</u>	<u>Increases</u>
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Police Sergeant	37	2% - 3% based on *CPI
Police Commander	44	2% - 3% based on *CPI

*(CPI, Consumer Price Index for Los Angeles-Long Beach-Anaheim All Urban Consumers Index)

ARTICLE 4. EMPLOYEE ORGANIZATIONAL DUES

Section 1. The City will provide voluntary payroll deductions for all employees represented by the Association for regular and periodic dues and benefit program premiums as specified by agreement between the City and the Association and signed by the member. The Authorization Form content shall be mutually agreed to by the Association and the City.

Section 2. The City shall remit such funds to the Association within twenty-one (21) calendar days following the deductions.

ARTICLE 5. INDEMNIFICATION

The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employees pursuant to Article 4.

ARTICLE 6. CITY RIGHTS

Section 1. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation of meet and confer on the decision to exercise such rights. However, the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of Management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:

- a) To manage the City generally and to determine the issue of policy;
- b) To determine the existence or nonexistence of facts which are the basis of the Management decision;
- c) To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
- d) To determine the nature, manner, means and technology and extent of services to be provided to the public;
- e) To determine the methods of financing;
- f) To determine the types of equipment or technology to be used;
- g) To determine and/or change the facilities, methods, technological means, and size of the work force by which the city operations are to be

- conducted;
- h) To determine and change the number of locations, relocations and type of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City;
 - i) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
 - j) To establish and modify productivity and performance programs and standards;
 - k) To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons;
 - l) To discharge, suspend, demote, or otherwise discipline employees for proper cause;
 - m) To determine job classification and to reclassify employees;
 - n) To hire, transfer, promote and demote employees for disciplinary and non-disciplinary reasons;
 - o) To determine and administer policies, procedures and standards for selection, training, and promotion of employees;
 - p) To establish employee performance standards including but not limited to, qualifications and quantity standards and to require compliance therewith;
 - q) To maintain order and efficiency in its facilities and operations;
 - r) To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention of this MOU;
 - s) To take any and all necessary actions to carry out the mission of the City in emergencies.

Section 2. Except in emergencies or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights shall impact on employees represented by the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in the Personnel Rules and Regulations, Safety Resolutions and Municipal Code which are incorporated herein by reference in this MOU. By agreeing to meet and confer with the Association as to the impact and exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

ARTICLE 7. COMPENSATION PLAN

Section 1. All employees covered by this Memorandum of Understanding shall be included under the Basic Compensation Plan. Every classification under this plan shall be assigned a monthly base salary grade adopted by the City Council. The salary schedule shall consist of five (5) steps within each grade.

Section 2. The first step is a minimum rate and is normally the hiring rate for

the classification. An employee may be assigned, upon appointment, to other than normal entering salary step within the assigned grade upon the recommendation of the Chief of Police and approval of the City Manager when it is decided that such action is in the best interest of the City.

Section 3. The second step in the monthly base salary grade is a merit adjustment which may be given at the end of six (6) months of employment subject to the recommendation of the Chief of Police and approval of the City Manager.

Section 4. The third, fourth, and fifth steps are merit adjustments to encourage an employee to improve his/her work and to recognize increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of one (1) year of service at the preceding step. Each adjustment may be made subject to the recommendation of the Chief of Police and approval of the City Manager.

ARTICLE 8. ADVANCEMENT WITHIN MONTHLY BASE SALARY GRADES

Section 1. In order to properly compensate an employee, advancement in salary shall be based on merit.

Section 2. Advancement in salary shall not be automatic, but shall depend upon increased service value of the employee to the City.

Section 3. The Chief of Police and/or the employees' immediate supervisor shall be responsible to evaluate employees fairly in an unbiased fashion for the determination of job performance. Advancement shall be made only upon recommendation of the Chief of Police and approval of the City Manager.

Section 4. An employee must be reviewed at least once every twelve (12) months from the effective date of his/her last performance step increase, special performance advancement or promotion. Nothing contained herein shall restrict the Chief of Police from denying the increase after evaluation, nor shall it prevent him/her from recommending special performance advancement in monthly base salary at any time when unusual or outstanding achievement has been demonstrated.

ARTICLE 9. SALARY INCREASES FOLLOWING PROMOTION

Section 1. Promotional Appointment – When an employee is promoted to a position with a higher monthly base salary grade, the employee shall be compensated at a step of the monthly base salary grade assigned to the new position that is closest to providing a five percent (5%) salary increase over the monthly base salary received prior to promotion.

Section 2. Temporary Appointment – In special circumstances, when in the best interest of the City, the City Manager may approve a temporary assignment

of an employee to a higher-level classification. In such temporary assignments lasting thirty (30) consecutive calendar days or more, the employee shall be compensated at a step of the monthly base salary grade assigned to the new position that is closest to providing a five percent (5%) salary increase over the monthly base salary received immediately prior to the temporary appointment.

ARTICLE 10. SALARY DECREASES FOLLOWING DEMOTION

In the case of a demotion of any employee represented by the Association to a classification with a lower maximum salary, such employee shall be assigned to the appropriate monthly base salary step in the new classification as recommended by the Chief of Police and approved by the City Manager. The employee shall retain his/her previous anniversary date.

ARTICLE 11. ADJUSTMENT OF SALARY GRADES

When a salary grade for a given classification is revised upward or downward, the incumbents of positions and classifications affected shall have their existing monthly base salary adjusted to the same relative step in the new monthly base salary grade and their anniversary date shall not be changed.

ARTICLE 12. SALARY AND BENEFITS SUSPENSION

During suspension from City service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except he/she shall not forfeit his/her medical health plans including dental, disability insurance, or life insurance. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment for loss of income and benefits for any portion of the suspension that is disapproved.

ARTICLE 13. SPECIAL PAY PROVISIONS

Section 1. Uniform Allowance – Whether or not said sworn employee wears a traditional uniform, each sworn employee shall receive an annual uniform allowance of one thousand dollars (\$1,000).

Section 2. Safety Equipment – The City shall provide the initial issue of uniforms to include two (2) pants and two (2) shirts and, for sworn employees utility equipment to include weapon, safety helmet, baton, and other safety equipment as required by law or deemed necessary by the City. The City shall replace and/or repair any equipment damaged within the course and scope of the employees' employment. Recurring maintenance, repair, and/or replacement due to normal wear shall be responsibility of the employee.

Section 3. Temporary Assignment Pay

A. The City shall provide a special assignment pay enhancement, which recognizes multiple tours of duty to a maximum of five percent (5%) of

base salary as follows with the express understanding that the standard departmental rotational requirements shall apply:

1. Special assignment pay may only be paid for one position and cannot be combined with any other positions (i.e. a detective currently assigned to the SWAT team will only receive a total of five percent (5%) of base salary special assignment pay at any one time.
2. Special assignment pay lasts only through the term of the assignment.
3. The following list of assignments shall be considered special assignments:
 - a) Motorcycle Patrol Premium
 - b) Special Weapons and Tactics (SWAT)
 - c) Crisis Negotiator Team (CNT)
 - d) Detective Division Premium
 - e) Police Administrative Officer
 - f) Detention Services Premium
 - g) Rangemaster Premium

Section 4. One-Time Bonus Payment

At the City's first regular pay period on or after July 1, 2019 the City shall pay to each active full-time non-probationary employee (including each employee that passes probation in calendar year 2018) covered by this MOU a one-time bonus of \$1,000.00. The employee shall only receive the bonus if active and non-probationary prior to the end of calendar year 2018. Said bonus shall be paid by City, at the direction of employee, either as taxable regular compensation or to a deferred compensation fund. Said bonus is to be a one-time bonus only, and not to be considered salary for the purpose of calculating PERS benefits, or to be paid in any succeeding year under this MOU.

ARTICLE 14. COURT TIME

Section 1. An employee called for a subpoenaed court appearance which arises out of the course of his/her employment and not contiguous with his/her work shift shall be compensated for a minimum of two and two-thirds (2-2/3) hours at the rate of one and one-half (1-1/2) times the employee's base hourly rate of pay. Should the appearance exceed two and two-thirds (2-2/3) hours, the employee shall receive pay for the actual appearance time, excluding any court designated lunch period, at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Court appearance time shall begin when the employee departs from the Police station to go directly to Court.

Section 2. Any appearance that is contiguous with a regular work shift is not subject to the two and two-thirds (2-2/3) hours minimum. Any appearance that is

contiguous with a regular work shift is not subject to the one and one-half (1-1/2) time rate unless the court appearance otherwise qualifies as overtime under this MOU.

Section 3. All employees agree to comply with the "on-call" policies administered by the Department. Should an officer be placed "on-call" during off duty hours for court appearance(s), he/she shall be granted two (2) hours pay at the employee's base hourly rate of pay for any "on-call" time prior to twelve o'clock (12:00) noon and two (2) hours for all "on-call" time after twelve o'clock (12:00) noon.

ARTICLE 15. CALL-BACK

Section 1. Employees who are called back to duty after having completed a normal shift or work day assignment and departed from the work premises shall be paid one and one-half (1-1/2) times the employee's base hourly rate of pay for each hour worked on call-back. The number of hours calculated at one-and-one-half (1-1/2) times shall not be less than four (4) hours. Should a call-back exceed four (4) hours, the employee shall receive pay for the actual call-back time, at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Call-back time shall commence from the time the employee is called back to service.

Section 2. Employees who are off duty and respond for departmental training, qualification or meetings shall be compensated a minimum of two and two-thirds (2-2/3) hours per incident. This time shall be calculated at one and one-half (1-1/2) times the employee's base hourly rate of pay. Should the incident exceed two and two-thirds (2-2/3) hours, the employee shall receive pay for the actual incident time, at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

ARTICLE 16. STAND-BY PAY

Section 1. Police Sergeant(s) may be assigned by the Chief of Police to "stand-by" status.

Section 2. Police Sergeants required to be on stand-by shall be eligible to accrue up to a maximum of eight (8) hours of stand-by leave per month, subject to the following limitations. During any such month when an employee is required to be on stand-by for less than the entire month, the maximum number of stand-by leave hours accrued shall be reduced in an amount reflecting the pro-rated monthly time during which said employee is expected to be "on stand-by." Such stand-by leave hours shall be maintained in the employees' Stand-by Leave banks. The parties encourage employees to use their stand-by leave within two (2) months after it is accrued. The employees may not have an accumulated balance of more than twenty-four (24) hours of stand-by leave at any time. If an employee's stand-by leave balance reaches twenty-four (24) hours, his/her accrual of stand-by leave shall cease. The employee's accrual of

stand-by leave shall not begin again until the employee's accumulated stand-by leave balance falls below twenty-four (24) hours.

Section 3. Police Commanders shall be eligible to accrue up to a maximum of ninety-six (96) hours of administrative leave on July 1st of each year, subject to the following limitations. Such administrative leave hours shall be maintained in the employees' Administrative Leave banks. The parties encourage employees to use their administrative leave during the fiscal year (July 1st through June 30th) in which it is accrued. An employee may not have more than ninety-six (96) hours of administrative leave on the books at any time. If an employee does not use all of his/her administrative leave within the fiscal year in which the employee accrued it, he/she will not accrue the maximum number of administrative leave hours in the next fiscal year. Instead, the employee will only earn that number of administrative leave hours, on July 1st of each year that will bring the employee's balance of administrative leave hours up to the maximum number. Because administrative leave cannot be removed from an employee once earned, and the parties do not want employees to have more administrative leave on the books than would be received within the current fiscal year, any hours of administrative leave carried over at the end of the fiscal year results in the employee being unable to accrue that same amount of administrative leave in the next fiscal year. Thus, for example, if an employee uses only eighty (80) hours of administrative leave during a fiscal year and carries over sixteen (16) hours of administrative leave to the next fiscal year, that employee will only accrue eighty (80) hours of administrative leave on July 1st, bringing the employee's administrative leave balance, on July 1st, up to the ninety-six (96) hours maximum.

ARTICLE 17. MOVIE DETAIL

Section 1. Employees shall be paid seventy dollars (\$70) per hour for outside movie details. It is understood that time spent on movie detail is brokered outside work and is not considered time worked for the purpose of calculation City overtime compensation.

ARTICLE 18. EXPERIENCE PAY

For Employees Hired On or Before June 30, 2010:

Section 1. Qualified employees represented by the Association with a minimum of ten (10) years of full-time service as a sworn peace officer with a Municipal, County, or State Police agency meeting Police Officer Standards and Training (P.O.S.T.) standards, or their equivalent, shall be eligible to receive experience pay.

Section 2. To qualify for experience pay, an employee must meet the minimum years of service required and receive an overall satisfactory performance appraisal reviewed, approved, and signed by the Chief of Police, his/her designee, or an individual acting in the capacity of the Chief of Police.

The recommendation of Experience Pay is subject to verification and approval by the City Manager.

Section 3. Experience pay – Ten (10) Years of Service – After ten (10) years of qualifying service, experience pay shall be paid at a rate of five percent (5%) of the qualified employee's monthly base salary.

Section 4. Experience pay – Twenty (20) Years of Service – After twenty (20) years of qualifying service, experience pay shall be paid at a rate of ten percent (10%) of the qualified employee's monthly base salary.

Section 5. Experience pay -- Twenty-five (25) Years of City of Seal Beach Service – After twenty-five (25) years of City of Seal Beach Service (only service with the City of Seal Beach shall apply), experience pay shall be paid at a rate of fifteen percent (15%) of the qualified employee's monthly base salary.

Section 6. Experience pay is not cumulative. Thus, an employee will only receive the highest level of experience pay for which the employee is qualified. For example, an employee reaching twenty (20) years of service as a sworn peace officer with the City of Seal Beach, stops receiving the five percent (5%) level of experience pay and begins receiving only the ten percent (10%) level of experience pay. Such an employee does not receive both the five percent (5%) level and the ten percent (10%) level, at the same time.

For Employees Hired On or After July 1, 2010:

Section 7. Qualified employees represented by the Association with a minimum of ten (10) years of full time service as a sworn peace officer with the City of Seal Beach shall be eligible to receive experience pay.

Section 8. To qualify for experience pay, an employee must meet the minimum years of service required and receive an overall satisfactory performance appraisal signed by the Chief of Police, his designate or an individual acting in his capacity.

Section 9. Experience pay shall be as follows:

A. After ten (10) years of City of Seal Beach sworn peace officer service, experience pay shall be paid at a rate of five percent (5%) of the qualified employee's monthly base salary.

B. After twenty (20) years of City of Seal Beach sworn peace officer service, experience pay shall be paid at a rate of ten percent (10%) of the qualified employee's monthly base salary.

C. After twenty-five (25) years of City of Seal Beach sworn peace officer service, experience pay shall be paid at a rate of fifteen percent (15%) of the qualified employee's monthly base salary.

Section 10. Experience pay is not cumulative. Thus, an employee will only receive the highest level of experience pay for which the employee is qualified. For example, an employee reaching twenty (20) years of service as a sworn peace officer with the City of Seal Beach, stops receiving the five percent (5%) level of experience pay and begins receiving only the ten percent (10%) level of experience pay. Such an employee does not receive both the five percent (5%) level and the ten percent (10%) level, at the same time.

ARTICLE 19. EDUCATION INCENTIVE PAY

Section 1. Forty-five (45) Semester Units of College Credits – Employees covered by this Article who have completed forty-five (45) semester units of credit from an accredited college or university with at least sixteen (16) units in the field of Police Science shall receive three hundred dollars (\$300) per month in addition to his/her monthly base salary.

Section 2. Sixty (60) Semester Units of College Credits or Intermediate P.O.S.T. Certification - Employees covered by this Article who have completed sixty (60) semester units of credit from an accredited college or university with at least nineteen (19) units in the field of Police Science or have attained a P.O.S.T. Intermediate Certificate shall receive four hundred dollars (\$400) per month in addition to his/her monthly base salary.

Section 3. Bachelor of Arts/Bachelor of Science (BA/BS) Degree or Advanced P.O.S.T. Certification - Employees covered by this Article who have completed BA/BS Degree from an accredited college or university with at least twenty-two (22) units in the field of Police Science or have attained a P.O.S.T. Advanced Certificate shall receive five hundred dollars (\$500) per month in addition to his/her monthly base salary.

Section 4. The Education Incentive payment compensation shall be based on achievements over and above the job requirements established in the position classification plan for each classification. Payment to employees shall be based on the highest achievement level only; e.g., employees with an Associate's and Bachelor's degree will receive compensation for the Bachelor's degree only.

Section 5. Employees receiving Educational Incentive pay shall not lose that pay if he/she is promoted to a classification which required the education for which the employee is receiving the additional pay. If the minimum educational requirements are lawfully changed during the term of the MOU, employees receiving educational incentive pay will not be affected by such change and will not result in any loss of such incentive pay.

Section 6. All payments under this Article are subject to verification and approval by the City Manager.

Section 7. Employees serving an original probationary period shall be ineligible to receive educational incentive pay.

ARTICLE 20. TUITION REIMBURSEMENT

Section 1. Tuition Reimbursement

A. Higher Education Degree Programs - Unit members attending accredited community colleges, universities, and trade schools for the purpose of obtaining a higher education degree may apply for reimbursement of tuition, books, student fees and parking. Reimbursement is capped each calendar year at the tuition rate of the Cal State University system for up to two (2) semesters of full-time, undergraduate enrollment.

Reimbursement is contingent upon the successful completion of the course. For any course that could be taken for a letter grade, it must be taken for a letter grade and successful completion means a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. For any course that can only be taken for a grade of "credit" or "no-credit", successful completion means a grade of "credit". All claims for tuition reimbursement require prior approval and are subject to verification and approval by the City Manager. This tuition reimbursement does not pertain to P.O.S.T. courses attended on duty.

Example 1: Officer A attends California State University, Long Beach, for the Spring 2017 semester and completes two (2) 3-unit undergraduate courses with a grade of "C" or better. The tuition reimbursement would be calculated as follows:

2017-2018 State University Tuition	\$ 1,665.00 (0-6 units)
Required University Fees	\$ 528.00 (approx.)
Parking	\$ 123.00
Books	\$ 300.00 (approx.)
<u>TOTAL</u>	<u>\$ 2,616.00</u>

Example 2: Officer B attends California State University, Long Beach, for the Spring 2017 semester and completes three (3) 3-unit undergraduate courses with a grade of "C" or better. The tuition reimbursement would be calculated as follows:

2017-2018 State University Tuition	\$ 2,871.00 (7 or more units)
Required University Fees	\$ 528.00 (approx.)
Parking	\$ 123.00
Books	\$ 600.00 (approx.)
<u>TOTAL</u>	<u>\$ 4,122.00</u>

B. Professional Conventions and Conferences - Unit members who attend job related conventions and conferences that are not sponsored by the Department may submit for reimbursement under the tuition reimbursement program for the cost of enrollment. Attendance of conventions and conferences must be job related and pre-approved by the Chief of Police. The cost of travel, sustenance, and lodging is not reimbursable under tuition reimbursement per IRS Publication 970.

ARTICLE 21. PHYSICAL FITNESS PROGRAM

The physical fitness program is a voluntary program for all sworn officers utilizing vacation hours as compensation for achieving goals within this program. The details of this program are attached as Exhibit A to this MOU.

ARTICLE 22. TRAINING PROGRAMS

Section 1. The City shall pay reasonable expenses incurred by employees attending approved training programs. Expenses include registration fees and the costs of purchasing required course materials, travel to and from the training course, meals and lodging shall be reimbursed per the City's adopted Per Diem policy.

Section 2. When an employee is sent by the City to a training program which is not a part of his/her regular work schedule, the employee shall receive eight (8) hours pay for each full day of training and such eight (8) hours pay shall be credited towards the computation of overtime.

ARTICLE 23. HOLIDAYS

Section 1. Recognized Holidays

The City will recognize the following designated holidays each fiscal year:

Independence Day	(July 4th)
Labor Day	(1st Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Christmas Eve	(December 24th)
Christmas Day	(December 25th)
New Year's Day	(January 1st)
Martin Luther King Day	(3rd Monday in January)
Presidents' Day	(3rd Monday in February)
Memorial Day	(Last Monday in May)

Section 2. Floating Holidays

The City will also recognize two (2) floating holidays each fiscal year for

sworn employees in the bargaining unit. Each unit sworn employee shall be eligible to accrue up to a maximum of two (2) floating holidays on July 1st of each year, subject to the following limitations. The floating holidays shall be taken, or cashed out, during the fiscal year (July 1st through June 30th) in which they are accrued. A sworn employee may not have more than two (2) floating holidays on the books at any time. If an employee does not use, or cash out, all of his/her floating holidays within the fiscal year in which the employee accrued them, he/she will not earn the maximum number of additional floating holidays in the next fiscal year. Instead, the employee will only earn that number of floating holidays, on July 1st of each year that will bring the employee's balance of floating holidays up to the maximum number. Thus, for example, if a sworn employee uses, or cashes out, only one floating holiday during a fiscal year, that sworn employee will only accrue one additional floating holiday on July 1st of the following fiscal year, bringing the sworn employee's floating holiday balance up to two (2) floating holidays. The parties encourage employees in the unit to use their floating holidays. Since floating holidays cannot be removed from an employee once earned, and the parties do not want employees to have more floating holidays on the books than would be received within the current fiscal year, a floating holiday(s) carried over at the end of the fiscal year results in the employee being unable to earn that holiday(s) in the next fiscal year.

The date on which a floating holiday will be used may be individually selected by the employee subject to the approval of the Chief of Police. Approval will not normally be granted if it would require the Department to backfill the employee's position at time-and-one-half to maintain necessary staffing/deployment levels. A floating holiday cannot be used on any of the designated holidays recognized by the City or on another floating holiday. To request to use, or cash out, a floating holiday, an employee must submit a completed "Request for leave/overtime and special pay report".

The past practice of the City in permitting the stacking of floating holidays is specifically eliminated by the above language.

Section 3. Compensation for Holidays

A. Compensation for a Holiday when No Work is Performed on a Holiday. When a holiday falls on a day that a sworn employee performs no work (whether the day is the employee's scheduled work day or not), the employee shall be paid twelve and one third (12.33) hours of holiday pay for the holiday, at the employee's regular hourly rate of pay.

B. Compensation for a Holiday when Work is Performed on a Holiday. When a holiday falls on a day that a sworn employee performs work (whether the day is the employee's scheduled work day or not), the employee shall be paid as follows:

1. If the holiday is Independence Day, Thanksgiving Day,

Christmas Day, or New Year's Day the employee shall be paid "hardship" pay as follows:

- a. Twelve and one third (12.33) hours of holiday pay for the holiday, at the employee's regular hourly rate of pay per Section 3A, and
- b. Pay for the number of hours of work the employee actually performed on the holiday, at the rate of pay otherwise specified in this MOU for such work hours, and
- c. Pay for the number of hours of work the employee actually performed on the holiday, at the employee's base hourly rate of pay.

Example 1: Officer A works 6 hours on Christmas Day. Officer A would earn pay computed as follows:

<u>Hours</u>	<u>Pay Rate</u>
12.33 hours holiday pay	regular hourly rate
6 hours work pay	regular hourly rate or overtime hourly rate, as applicable under MOU
6 hours hardship pay	base hourly rate

2. If the holiday is not Independence Day, Thanksgiving Day, Christmas Day, or New Year's Day the employee shall be paid:

- a. Twelve and one third (12.33) hours of holiday pay for the holiday, at the employee's regular hourly rate of pay as per Section 3A, and
- b. Pay for the number of hours of work the employee actually performed on the holiday, at the rate of pay otherwise specified in this MOU for such work hours.

Example 2: Officer B works eight (8) hours on Veterans' Day. Officer B would earn pay computed as follows:

<u>Hours</u>	<u>Pay Rate</u>
12.33 hours holiday pay	regular hourly rate
8 hours work pay	regular hourly rate or overtime hourly rate, as applicable under MOU

C. The past practice of the City paying hardship holiday pay to an employee on a designated hardship holiday when in fact said employee did not work on the designated hardship holiday is specifically eliminated by the above language.

Section 4. Conversion of Hardship Pay to Time Off

An employee may choose to convert any hardship pay to time off or non-

FLSA compensatory time at the rate of one hour of hardship pay converting to one hour of time off or to one hour of non-FLSA compensatory time.

ARTICLE 24. FRINGE BENEFIT ADMINISTRATION

The City reserves the right to select the insurance carrier or administer any fringe benefit program that now exist or may exist in the future during the term of this MOU, unless otherwise specified within this MOU.

ARTICLE 25. FRINGE BENEFIT SELECTION AND FUNDING

In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of the MOU, provided that the benefits of the employees and affected retirees shall be no less than those in existence as of implementation of this MOU.

ARTICLE 26. FRINGE BENEFIT LIMITS

Section 1. City shall not pay premium or accrue any fringe benefits afforded with this MOU for any employee on unpaid leave status, for more than fourteen (14) consecutive calendar days, unless specifically provided for within this MOU, authorized by the City Manager, or otherwise provided for by federal or state "Family Leave Acts" and/or "Workers' Compensation" requirements.

Section 2. City shall not pay premiums or accrue any fringe benefits afforded with this MOU for any employee who has been absent without authorization during said month, suspended without pay, or who has terminated from City employment unless specifically provided for within this MOU.

ARTICLE 27. FRINGE BENEFIT CHANGES

If, during the term of this MOU, any changes of insurance carrier or method of funding for any benefit provided hereunder is contemplated, the City shall notify the Association prior to any change of insurance carrier or method of funding the coverage.

ARTICLE 28. HEALTH CARE COVERAGE

Section 1. Health Care Coverage

A. "Health Care Coverage"

The City shall contribute an equal amount towards the cost of Health Care coverage under PEMHCA for both active sworn employees and retirees. The City's contribution toward coverage under PEMHCA shall be the minimum contribution amount established by CalPERS on an annual basis. Effective

January 1, 2017 the City's contribution under PEMHCA shall be one hundred twenty-eight dollars (\$128).

The City has implemented a full flex cafeteria plan and employees participating in the City's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage under the City's Cafeteria plan. The monthly flex dollar allowance shall be:

<u>Calendar Year</u>	<u>2017</u>
For single employees:	\$1,050
For employee +1 dependent:	\$1,350
For employee + 2 or more dependents:	\$1,600

There will be no increases to the flex dollar allowance for the Police Management Association (PMA) until the City's other labor groups have equaled the flex dollar allowance of PMA for single (\$1,050), employee +1 (\$1,350), and employee +2 coverage (\$1,600). The City's other labor groups are as follows: Mid-Management and Confidential Employees, Seal Beach Supervisors and Professionals Association (SBSPA), Orange County Employees Association (OCEA), and Seal Beach Marine Safety Management Association (SBMSMA). Once the City's other labor groups have equaled the flex dollar allowance of PMA, the City shall increase the contribution amounts above by the overall percentage of increase for basic plans published by CalPERS which sets health insurance premiums for the coverage year. The effective date shall be the January 1st following the meeting of the aforementioned threshold.

A portion of the flex dollar allowance (\$128) is identified as the City's contribution towards PEMHCA. The PEMHCA contribution will be subject to change as the PEMHCA minimum contribution increases. Remaining flex dollars will be used by employees to participate in the City's health plans.

B. Subject to Public Employees' Retirement System (PERS) administration requirements, the City shall make available to eligible employees participation in the group Health Care plans offered by CalPERS.

C. Employees who elect not to participate in the full flex cafeteria plan may receive one thousand and fifty dollars (\$1,050) per month (upon showing proof of health insurance coverage under an alternative plan.) Election forms are available in Human Resources.

Section 2. Health Insurance Plan for Retirees

A. The City shall provide to any sworn retired employee (either service or disability) who is hired after August 1, 1983 and on or before December 31, 2007, and retires after December 31, 2009, and who has attained the age of fifty (50) the following group Health Care insurance benefits:

1. If the employee has fifteen (15) or more years of full-time City of Seal Beach service, the City shall pay for such sworn retired employee at the rate of (a) the average of the two (2) lowest cost health care plans offered by CalPERS, or (b) the CalPERS Kaiser HMO, whichever is greater. When the sworn retired employee becomes Medicare eligible, the City's contribution will be capped at the rate of (a) the average of the two (2) lowest cost Medicare supplement plans offered by CalPERS, or (b) the CalPERS Kaiser HMO Medicare supplement plan, whichever is greater.

2. If the employee has twenty (20) or more years of full-time City of Seal Beach service, the City shall pay such retired employee and one dependent, depending on the qualified dependent status, the group health care insurance premium at the rate of (a) the average of the two (2) lowest cost health care plans offered by CalPERS, or (b) the CalPERS Kaiser HMO, whichever is greater. When the sworn retired employee becomes Medicare eligible, the City's contribution will be capped at the rate of (a) the average of the two (2) lowest cost Medicare supplement plans offered by CalPERS, or (b) the CalPERS Kaiser HMO Medicare supplement plan, whichever is greater.

3. If the employee has twenty-five (25) or more years of full-time City of Seal Beach service, the City shall pay such retired employee and dependents, depending on the qualified dependent status, the group health care insurance premium at the rate of (a) the average of the two (2) lowest cost health care plans offered by CalPERS, or (b) the CalPERS Kaiser HMO, whichever is greater. When the retired employee becomes Medicare eligible, the City's contribution will be capped at the rate of (a) the average of the two (2) lowest cost Medicare supplement plans offered by CalPERS, or (b) the CalPERS Kaiser HMO Medicare supplement plan, whichever is greater.

B. The City shall provide to any sworn retired employee (either service or disability) who is hired on or after January 1, 2008, and who has both fifteen (15) or more years of full-time City of Seal Beach service and has attained the age of fifty (50) the following group Health Care insurance benefits:

1. The City shall contribute at the minimum rate under PEMHCA as mandated by CalPERS.

C. In all cases, the City's contribution for eligible dependent coverage for retirees shall terminate with the death of the retiree.

D. In the event an eligible retired employee resides in an area where the health plans provided by the City are not in effect, that retired employee shall be entitled to receive in cash each month an amount equal to the City flex contribution at time of retirement.

ARTICLE 29. LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium for a term life insurance policy with a face value of seventy-five thousand dollars (\$75,000), double indemnity accidental death benefit and a dependent death benefit in the amount of one thousand dollars (\$1,000) per dependent.

ARTICLE 30. DISABILITY INSURANCE PLAN

The City shall pay one hundred percent (100%) of the premium for the "employee's long-term disability insurance plan with an income continuation of not less than sixty-six and two-thirds percent (66-2/3%) of the employee's monthly base salary, subject to caps and eligibility requirements as set forth within the policy of the accepted carrier. Modifications to the plan shall be made only after the City has met and consulted with the Association.

ARTICLE 31. SECTION 125 PLAN

The City will provide a Section 125 Plan (pre-tax deduction) for health, dental and child care expenses. This plan will allow for payroll deduction from the employee's salary as designated by the employee for the purpose of participation. The maximum contributable dollar amount and plan year length is administered and determined by the Human Resources at the direction of the City Manager.

ARTICLE 32. ANNUAL PHYSICAL

The City shall provide a physical exam periodically as indicated below for the purpose of detecting heart trouble and cancer for sworn unit members. The exam shall be given by a City appointed physician who is acceptable to the Association. Cost of said physical exam shall be borne by the City. The resulting diagnosis shall be submitted to the City as well as the employee together with specifics of corrective treatment.

Physical Exam Schedule:

New Employee	2nd year following appointment
Employee under 40	Alternate years
Employee 40 & Over	Every year

ARTICLE 33. RETIREMENT

Section 1.

A. The City shall make contributions for the public safety personnel covered by this MOU to the PERS plan known as three percent at fifty (3% @ 50) with those benefit options as provided for in the contract between the City and PERS for employees defined by the Public Employees' Pension Reform Act (PEPRA) as "classic members" (meaning those persons who were members of PERS or a reciprocal California public pension plan as of December 31, 2012).

B. New employees/members hired on or after January 1, 2013 as defined by PEPRA will be hired at the retirement formula in accordance with PEPRA and other legislation. New members entering membership for the first time in a Police Safety classification shall be eligible for the two point seven percent at fifty-seven (2.7% @ 57) retirement formula for Local Safety members. The employee contribution for new members shall be one-half the normal cost, as determined by CalPERS. In no event shall the City make contributions to the PERS plans for new members.

C. Modification(s) to the contract shall be made only after the City has met and conferred with the Association and such modification(s) made a part of the contract between the City and PERS consistent with the requirements of PERS.

ARTICLE 34. HOURS OF WORK – WORK PERIOD

Section 1. Work Period

A. The work period for law enforcement personnel (as defined by the Fair Labor Standards Act) shall be three hundred thirty-six (336) continuous hours (fourteen (14) consecutive days). All full-time law enforcement personnel shall be regularly assigned one of the following work schedules:

1. "Three-Twelve" - three (3) consecutive three (3) day work weeks consisting of three (3) twelve (12) hour and twenty (20) minute work days followed by a four (4) day work week consisting of three (3) twelve (12) hour and twenty (20) minute work days and one (1) twelve (12) hour work day.

2. "Four-Ten" - a work week consisting of ten (10) hours/day, four (4) days/week.

3. "Five-Eight" - a work week consisting of eight (8) hours/day, five (5) days/week.

Section 2. Three-Twelve Work Schedule

A. The standard workweek shall be thirty-seven (37) hours or forty-nine (49) hours depending on the number of days worked in a workweek pursuant to A.1. above.

B. For PERS reporting purposes, the nine (9) hours worked over forty (40) during the forty-nine (49) hour work week of the work period will be considered regular straight time hours for the intention to report forty (40) hours of regular hours during a workweek.

Section 3. Reporting to California Public Employees' Retirement System (PERS) - All regular hours worked, regardless of work schedule, shall be reported to PERS.

ARTICLE 35. OVERTIME COMPENSATION

Section 1. Overtime Defined for Eligible Law Enforcement Personnel

A. Three-Twelve Workweek

Time worked in excess of eighty-six (86) hours in a FLSA work period as defined in Article 34, Section 1.A. or time worked on scheduled days off.

B. Four-Ten Workweek

Time worked in excess of eighty-six (86) hours in a FLSA work period as defined in Article 34, Section 1.A. or time worked on scheduled days off.

C. Five-Eight Workweek

Time worked in excess of eighty-six (86) hours in a FLSA work period as defined in Article 34, Section 1.A. or time worked on scheduled days off.

Section 2. Compensation for Overtime

A. Authorized non-FLSA overtime shall be compensated in pay or compensatory time at the rate of one-and-one-half (1-1/2) times the base hourly rate of pay.

B. In computing overtime for a work period, time absent from duty as a result of use of sick leave, vacation, holiday or compensatory time off shall not be considered as time deemed to have been worked.

Section 3. Compensatory Time - Employees may elect to receive compensatory time in lieu of pay for overtime subject to A. and B. below.

A. Should an employee desire to take compensatory time off, he/she shall provide reasonable notice, i.e., no less than fourteen (14) calendar days (one payroll cycle), and file a written request with the Chief of Police. The Chief of Police shall grant compensatory time off based on departmental manpower needs. If an employee fails to provide fourteen (14) calendar days (one payroll cycle) advance notice to the Chief of Police, the Chief of Police shall consider the request for compensatory time off and has discretionary authority to grant or deny the request.

B. Employees shall be permitted to accumulate a maximum of seventy-five (75) hours of compensatory time. An employee who has accumulated seventy-five (75) hours of compensatory time will be reimbursed within the pay period earned for any overtime in excess of seventy-five (75) hours maximum.

C. An employee may, upon written request submitted to and approved by the City Manager, receive reimbursement for the requested number of hours of accumulated compensatory time below the cap of seventy-five (75) hours. Reimbursement shall occur with the next regular payroll following the pay period in which the employee's written request has been approved by the City Manager.

Section 4. Approval for Overtime - In order for an employee to earn compensation for overtime, he/she must receive a supervisor's or the Chief of Police's approval. Overtime worked to meet an emergency situation does not require advance approval, but shall be certified by the Chief of Police before being credited to the employee's record.

ARTICLE 36. VACATION

Section 1. Eligibility – All regular full-time employees having completed one (1) year of continuous service with the department and annually thereafter, shall be eligible for a paid vacation at their then existing rate of pay.

Section 2. Accrual – Vacation hours are accrued as follows:

A. Vacation leave is accumulated yearly and is computed on the basis of the employee's hire date as a regular full-time or probationary employee.

B. Years of service, for purpose of vacation accrual, shall be from the date of initial employment as a full-time probationary or regular employee to the anniversary date concluding the full year of the designated year.

C. All eligible unit employees hired after February 1, 1998, will accrue vacation leave by the following schedule:

<u>Years Of Service</u>	<u>Hours Earned</u>	<u>Max. Hourly Accrual Rate/Pay Period Bi-Weekly</u>	<u>Annual Vacation Hours</u>
0-5 Years	80	3.0769	80 hours
6-14	120	4.6153	120 hours
15-19	160	6.1538	160 hours
20+	200	7.6923	200 hours

D. An eligible employee hired on or before February 1, 1998, shall accrue vacation leave by the following schedule:

<u>Years Of Service</u>	<u>Hourly Accrual Rate Per Pay Period</u>	<u>Annual Accrual Rate</u>
0-5 Years	4.615	120 hours
6	4.923	128 hours
7	5.231	136 hours
8	5.486	144 hours
9	5.539	152 hours

10-15	6.154	160 hours
16+	7.692	200 hours

Section 3. Maximum Accrual

A. An employee may accumulate unused vacation to a maximum of 400 hours.

B. The accrual of vacation shall cease when an employee's accumulated vacation is at the maximum provided in this Section. Additional vacation shall begin accruing when the employee's vacation balance falls below the maximum.

C. An employee on Injury on Duty (IOD) status or leave may accrue vacation up to the maximum under this section. Should the employee reach maximum accumulation, the City shall cash out the equivalent hours that the employee has taken for vacation during the fiscal year. Should the employee reach maximum again after the cash out while still on IOD or leave, accruals shall cease.

Section 4. Use of Vacation – Vacation is granted as follows:

A. The time at which an employee's vacation is to occur shall be determined by the Chief of Police with due regard for the wishes of the employee and particular regard for the needs of the service.

B. Employees who have completed two (2) years or more of continuous service may elect to be paid for up to a maximum of eighty (80) hours of accumulated vacation up to twice per calendar year.

Section 5. Vacation Payment at Termination – Employees terminating employment shall be paid in a lump sum for all accumulated vacation no later than the next regular payday following termination. If the termination is due to death of the employee, the employee's beneficiary designated on the City's life insurance policy form in the employee's personnel file shall receive the employee's pay for unused vacation. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 6. Vacation Accrual During Leave of Absence – No vacation shall be earned during any leave of absence without pay for each fourteen (14) day pay period of such leave.

Section 7. Prohibition Against Working for City During Vacation – Employees shall not work for the City during his/her vacation and, thereby receive double compensation from the City.

ARTICLE 37. LEAVE OF ABSENCE

Section 1. Authorized Leave of Absence Without Pay – Authorized Leave of Absence Without Pay is granted as follows:

A. Upon the Chief of Police's recommendation and approval of the City Manager, an employee may be granted a leave of absence without pay in cases of an emergency or where such absence would not be contrary to the best interest of the City, for a period not to exceed ninety (90) working days.

B. Upon written request of the employee, the City Council may grant a leave of absence, with or without pay, for a period not to exceed one (1) year.

C. At the expiration of the approved leave of absence, after notice to return to duty, the employee shall be reinstated to the position held at the time the leave of absence was granted. Failure on the part of the employee to report promptly at such leave of absence's expiration and receipt of notice to return to duty, shall be cause for discharge.

D. During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive fringe benefits except as specifically provided for in this Memorandum of Understanding, except that the City shall contribute to an employee's medical and dental health plan, disability insurance plan, and life insurance plan for the first thirty (30) calendar days of the leave of absence.

ARTICLE 38. UNAUTHORIZED ABSENCE

Unauthorized absence is days, or portions of days, wherein an employee is absent from work without City approval. Unless subsequently approved, such absence will result in a deduction from the employee's pay of an amount equivalent to the time absent. Employees taking unauthorized absence may be subject to disciplinary action, up to and including termination of employment.

ARTICLE 39. BEREAVEMENT LEAVE

Section 1. Employees may be granted up to forty (40) hours of bereavement leave, by the reason of the death in their family which shall be restricted and limited to immediate family by reason of biology, marriage, or adoption, or all degree of relatives not listed but living within the household of the employee. Family lineage covered by this provision:

- Spouse or Registered Domestic Partner
- Father and Mother (Including Step parent and adoptive parent)
- Father and Mother In-Law
- Grandparent
- Brother and Sister (Including step sibling or sibling due to legal adoption)
- Child (Including step child, child due to marriage or legal adoption)
- Grandchild (Including step grandchild, due to marriage or legal adoption)

- All degree of relatives not listed but living within the household of the employee

ARTICLE 40. MILITARY LEAVE OF ABSENCE

Section 1. Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the Chief of Police an opportunity within the limits of military regulations to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the Chief of Police of such leave request ten (10) working days in advance of the beginning of the leave.

Section 2. In addition to provisions of State law, the City shall continue to provide eligible employees on military leave the current health benefits (medical, dental, disability, and life insurance) and retirement (if applicable) for the first three (3) months of military leave. During said period, the employee shall be required to pay the City the same co-payments as required of other employees. After the first three (3) months of military leave, the employee may continue said benefits at his/her cost.

ARTICLE 41.

This article was intentionally left blank and has been reserved for future use.

ARTICLE 42. JURY DUTY

Section 1. Jury Duty is granted as follows:

A. Employees required to report for jury duty shall be granted leave of absence for such purpose, upon presentation of jury notice to the Chief of Police. Said employees shall receive full payment for the time served on jury duty, provided the employee remits any fees received for such jury service, excluding payment for mileage, to the City's Department of Finance. Compensation for mileage, subsistence or similar auxiliary allowance shall not be considered as a fee and shall be returned to the employee by the Department of Finance.

B. If the sum of the employee's jury duty responsibility is less than a full work day, the employee shall contact his/her supervisor as to the feasibility of returning to work that day.

ARTICLE 43. SICK LEAVE

Section 1. Accrual - Sworn Positions

A. Sick leave shall be accrued at the rate of twelve and one-third (12-1/3) hours per calendar month for each calendar month that the sworn employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least fifteen (15) working days in that month.

B. Sick leave accrued pursuant to A. above for sworn unit employees hired prior to July 1, 1985, will be placed into the established sick leave bank at the rate of twelve and one-third (12-1/3) hours per calendar month for each calendar month that the employee has worked regularly scheduled hours. This new sick leave bank, established February 4, 1998, cannot be cashed out for disability retirement. Accumulated sick leave shall not be used to postpone the effective date of retirement as determined by the City.

C. Employees who are on authorized leaves of absence, without pay, shall not accrue sick leave hours during said leaves of absence.

D. There is no limit on the amount of sick leave that an employee may accumulate.

E. An employee may be paid for unused sick leave pursuant to the following:

1. Employees who have not completed fifteen (15) years of services with the City will not be eligible to be paid for any accumulated sick leave, nor shall any accumulated sick leave be used to postpone the effective date of retirement as determined by the City.

2. Upon separation from the City, employees who have completed a minimum of fifteen (15) years of service with the City shall have the choice to:

a) Be paid for the accumulated sick leave up to twenty percent (20%) of the accumulated sick leave bank.

b) Convert the hours to eight (8) hours work days and report to CalPERS for service credit.

c) Or any combination of pay and service credit (maximum twenty percent [20%] payout compensation of total/accumulated sick leave bank at the time of separation).

d) Compensation shall be at the employees' final hourly rate of pay.

e) Accumulated sick leave shall not be used to postpone the effective date of the retirement as determined by the City.

3. Employees employed prior to July 1, 1985, who are retired because of work related disabilities will be paid all of their accumulated sick leave at their final base hourly rate of pay. Accumulated sick leave shall not be used to postpone the effective date of retirement as determined by the City. Any sick leave accrued after February 4, 1998 will be placed in the sick leave bank set forth in Section 1.B above, and is not eligible for this payout provision.

Section 2. Sick Leave During Vacation – An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave provided as follows:

A. Immediately upon return to duty, the employee submits to his/her supervisor a written request for sick leave and a written statement signed by his/her physician describing the nature and dates of the illness.

B. The Chief of Police recommends and the City Manager approves the granting of such sick leave.

Section 3. Extended Sick Leave – In the event of an employee's continuing illness which results in depletion of sick leave accumulation, the employee may request in writing, to the Chief of Police and City Manager, a leave of absence without pay for the purpose of recovering from the illness, provided:

A. The employee has used all accumulated sick leave.

B. The employee presents to his department head for referral to and consideration by the City Manager, a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.

C. Prior to resuming his/her duties, the employee may be required to take a medical examination at City expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

D. The maximum period of such leave shall be ninety (90) calendar days. If the employee desires an extension, he/she shall follow, prior to the termination of the initial leave, the procedure described in Section 3.B above.

Section 4. General Sick Leave Provisions – Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct and negligence.

Section 5. Fitness for Duty - The Chief of Police may require employees to present proof of physical fitness for duty for sick leaves in excess of three (3) consecutive working days for those on a twelve (12) hour shift and in excess of four (4) consecutive working days for those on other shifts.

ARTICLE 44. CATASTROPHIC LEAVE

Section 1. Establishment – A Catastrophic Leave Program for the Association was established which allows donation of paid time for employees represented by the Association.

Section 2. Purpose – The purpose of the Catastrophic Leave Pool is to enable

full-time employees to receive and donate vacation, administrative leave, and compensatory time off (CTO) leave credits on an hour for hour basis to assist employees who have no remaining leave bank balances and who will suffer a financial hardship due to prolonged illness or injury to themselves, or a member of their immediate family. Sick Leave is excluded from this program. The conditions of this program are as follows:

A. Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.

B. The leave pool shall be administered by the Finance Department.

C. Employees must be in regular full-time appointed positions to be eligible for catastrophic leave.

D. Employees receiving Long-Term Disability payments may participate in this program, but may not receive combined payments that would exceed their normal take home pay.

E. All donations are to be confidential, between the donating employee and the Finance Department.

F. Employees donating to the pool must have forty (40) hours of paid leave available after making a donation.

G. Donating employees must complete a Catastrophic Leave Program form with a signed authorization, and includes specifying the specific employee to be a recipient of the donation.

H. Donations will be subject to applicable tax laws.

I. The availability of Catastrophic Leave shall not delay or prevent the City from taking action to medically separate or disability retire an employee.

J. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidenced by a Physician's Statement that the presence of the employee is necessary.

K. Catastrophic Leave due to illness or injury of the employee will require medical justification as evidenced by a Physician's Statement as to the employee's ability to perform normal duties.

ARTICLE 45. FAMILY LEAVE (FMLA/CFRA)

Family Leave (FMLA/CFRA) request procedures are established by City Manager Administrative Directive, Section 200-21 and are incorporated herein by reference, and shall govern.

ARTICLE 46. ON-THE-JOB INJURY

Sworn employees who are disabled by injury or illness arising out of and in the course of their duties as public safety employees of the City shall be entitled to the benefits of California Labor Code, Section 4850, as the Section now exists or is hereinafter amended. Any payment made pursuant to this section shall not be charged as sick leave; sick leave and vacation benefits shall accrue during the period of disability pursuant to the provisions of California Labor Code, Section 4850.

ARTICLE 47. OFF-THE-JOB INJURY

An employee injured outside of his/her service with the City shall be compensated through the disability insurance plan provided by the City.

ARTICLE 48. PERSONNEL RULES AND REGULATIONS

Section 1. The Personnel Rules and Regulations are incorporated herein by reference, and shall govern. If there is a conflict between the Personnel Rules and Regulations and a specific provision of this MOU, the MOU provision shall be applied.

Section 2. The Association and the Union agree that all City Council Policies and City Manager Administrative Directives are incorporated herein by reference, and shall continue to govern.

ARTICLE 49. PROBATIONARY PERIODS

Section 1. Appointment Following Probation Period – Regular full-time appointment is granted as follows:

A. The original appointment and promotional appointment of employees shall be tentative and subject to a probationary period of twelve (12) months of service.

B. When unusual circumstances merit the extension of the probationary period, the Chief of Police shall request in writing for the approval of City Manager. Said extension shall not exceed one hundred eighty (180) calendar days. Human Resources shall notify the Chief of Police and the probationer concerned no less than two weeks prior to the termination of any probationary period.

C. If the service of a probationary employee has been satisfactory, the Chief of Police shall file with Human Resources a statement in writing that the retention of the employee is desired. No actions changing an employee's status from probationary to regular full-time shall be made or become effective until approved by the City Manager.

Section 2. Objective of Probationary Period – The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of the Department.

Section 3. Employee Performance Appraisal – Appraisal are conducted as follows:

A. Each probationary employee shall have his/her performance evaluated at the end of each three (3) months of service or at more frequent intervals when deemed necessary by the Chief of Police. Permanent employees shall have their performance evaluated annually or at more frequent intervals when deemed necessary by the Chief of Police. Such evaluation shall be reported in writing and in the form approved by Human Resources.

B. The written appraisal report of an employee's performance evaluation shall be filed in triplicates, the original to be filed with Human Resources and made a part of the employee's personnel records, one copy to be retained by the Department, and one copy to be given to the employee.

Section 4. Rejection of Probationary Employee – A probationary employee can be rejected as follows:

A. During the probationary period an employee may be suspended, demoted, or rejected anytime by the Chief of Police, with the approval of the City Manager, without cause and without right of appeal, except the right of appeal of punitive actions as may be provided by law. Notification of rejection in writing shall be served on the probationary employee and a copy with Human Resources. A termination interview may be conducted with each rejected probationer.

B. An exception will be applied where the probationary employee's job termination or dismissal is based on charges of misconduct which stigmatizes his/her reputation or seriously impairs his/her opportunity to earn a living, or which might seriously damage his standing and association in this community. Where there is such a deprivation of a "liberty interest," the employee shall be given pre-disciplinary procedural due process as defined in the City of Seal Beach Personnel Rules and Regulations and this Memorandum of Understanding. Prior to the disciplinary action becoming final, the employee must be notified of his right to the appeal procedure.

ARTICLE 50. LAYOFF PROCEDURES

The policy for layoff procedures in the City of Seal Beach's Rules and Regulations are incorporated herein by reference, and shall continue to govern.

ARTICLE 51. MOU REOPENERS

Section 1. The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a Federal or State Agency or Court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU, in order to comply with State or Federal laws.

ARTICLE 52.

This article was intentionally left blank and has been reserved for future use.

ARTICLE 53. NO STRIKE - NO LOCKOUT

Section 1. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2. The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that they must immediately cease engaging in conduct prohibited in Section 1 above and return to work.

ARTICLE 54. EMERGENCY WAIVER PROVISION

Section 1. In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency or similar circumstances if the City Manager or his/her designee so declares, any provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

ARTICLE 55. SEPARABILITY PROVISION

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in

full force and effect.

ARTICLE 56. SAVINGS CLAUSE

Section 1. Both parties declare that the sections, paragraphs, sentences, clauses and phrases of this Memorandum of Understanding are severable, and if any phrase, clause, sentence, paragraph or section of the Memorandum of Understanding hereby adopted shall be declared unconstitutional or otherwise invalid by the judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Memorandum of Understanding.

ARTICLE 57. RATIFICATION

This Memorandum of Understanding is subject to approval and adoption by the City Council and ratification by the required number of duly authorized representatives of the Association. Following such ratification, approval and adoption, the Memorandum of Understanding shall be implemented by the appropriate resolution(s), ordinance(s), or other written action of the City Council.

For the CITY OF SEAL BEACH:

Date: 6/27/18

Jill R. Ingram
Jill R. Ingram, City Manager

Patrick Gallegos
Patrick Gallegos, Assistant City Manager

**For the SEAL BEACH POLICE
MANAGEMENT ASSOCIATION:**

Date: 06-19-18

Sgt. Michael Ezroj
Sgt. Michael Ezroj, PMA President

Sgt. Michael Henderson
Sgt. Michael Henderson, PMA Vice President

EXHIBIT A

SEAL BEACH POLICE PHYSICAL FITNESS PROGRAM

INTRODUCTION

The physical fitness program is a voluntary program for all sworn officers. Officers work out on their off duty time and may, depending upon availability of funds and staffing needs, in return receive compensation back to them after meeting the minimum requirements of the tests at the end of each six (6) month period. Officers may receive up to twenty (20) hours of vacation time by meeting the requirements of the test at the end of each six (6) month period. The maximum time each officer will be able to achieve is up to forty (40) vacation hours earned annually for as long as the officer continues successfully in the program.

ENROLLMENT

To start the program, each officer must contact the Physical Fitness Committee and advise them of your intent. You will need to have a doctor's release to allow you to participate in the program. A copy of the physical requirements of the physical fitness program should be reviewed by your doctor when obtaining your release. For details of the annual physical exam refer to Article 32 of the S.B.P.M.A. M.O.U.

TESTING

Each officer participating will be tested every six months, specifically in the months of January and July. A minimum level has been established for each test. Participants will have to move up a category or reach maintenance level indicated on each test by age group. At one (1) year and six (6) months, participants will be required to be at the maintenance level. Once the maintenance level has been attained, participants will have to maintain that level on subsequent tests. Testing each six (6) month period will validate the awarding of vacation time. Testing may be conducted during on-duty hours at the Watch Commanders discretion. The Physical Fitness Committee will perform the testing.

ALLOCATION OF HOURS

Employees will be awarded four hours for successfully completing each test as set forth in TESTING above. No employee shall receive any hours if they fail to meet the minimum standards for at least three of the five tests.

PHYSICAL FITNESS COMMITTEE

The Physical Fitness Committee shall be comprised of four (4) members - two (2) to be appointed by the SBPOA Board of Directors, and two (2) to be appointed by the Chief of Police. The Physical Fitness Committee is established to retain administrative control over the program. All committee members shall be active participants in the program. The committee will be responsible for examining problems and disputes that arise from the administration of the program. The committee will be the formal arbitrators on these matters.

VALIDATED MEDICAL PROBLEM CLAUSE

Those officers who for validated medical reasons cannot participate in the fitness program as designed may contact the Physical Fitness Committee for program modification. Validated medical problems are those diagnosed by a physician as limiting participation in a certain activity.

REQUIRED TEST

The physical fitness needs of Police Officers fall into three areas:

- Cardio Fitness
- Strength
- Flexibility

The tests outlined below may be modified by the Physical Fitness Committee as necessary.

The tests used in this program to evaluate fitness in these areas will be:

Cardio fitness	1.5 Mile run		
Strength	Push-ups	Sit-ups	Pull-ups
Flexibility	Forward Stretch		

MEDICAL COVERAGE

Participation in the program will be on a voluntary basis.

Any exercise workouts done under this program, i.e. weight lifting, contact sports, running, etc. would not be covered for benefits under Workers Compensation. The city will not provide blanket coverage for any injury which could conceivably be claimed under the pretext of participation in the Physical Fitness Program.

All employees must receive clearance from their personal physician prior to beginning program participation.

CARDIO FITNESS TESTS - 1.5 Mile Run

Officers will run a one point five (1.5) mile course established by the Training Unit. The time needed to cover the distance is recorded and compared to the standards on the chart.

This test is an excellent indication of the condition of the heart and lungs as it measures ones aerobic capacity or the ability of the heart and lungs to utilize oxygen.

	Under 30 Below	30-34 Below	35-39 Below
Excellent	10:15	11:00	11:30
Good	10:16-12:00	11:01-12:30	11:31-13:00
Fair	12:01-14:30	12:31-15:00	13:01-15:30
Poor	14:31-16:30	15:01-17:00	15:31-17:30
Very Poor	16:31-Above	17:01-Above	17:31-Above
Maintenance Level	11:00	12:00	12:30
Minimum Level	14:30	15:15	15:30
	40-44 Below	40-49 Below	50 + Below
Excellent	12:00	12:15	12:30
Good	12:01-13:30	12:16-13:45	12:31-14:30
Fair	13:31-16:00	13:46-16:15	14:31-17:00
Poor	16:01-18:00	16:16-18:15	17:01-19:00
Very Poor	18:01-Above	18:16-Above	19:01-Above
Maintenance Level	13:00	13:30	14:00
Minimum Level	15:45	16:00	16:45

STRENGTH TESTS

The body is maintained in a prone position supported by straight arms on the hands and toes. A partner places his fist on the ground below the officer's chest. The officer must keep his back straight at all times and from the up position, lower him/herself to the floor until his chest touches his partner's hand and then push to the up position again. The officer can rest in the up position. The total number of correct push-ups are recorded and compared to the standards on the chart.

This test measures muscle endurance and a low level of muscle endurance indicates an inefficiency in movement and a poor capacity to perform work. This test measures mainly the muscles of both the chest and upper arm which are important in physical confrontations such as pushing, pulling, controlling, and handcuffing.

	Under 30	30-39	40-49	50 +
Excellent	43 -	37 -	30 -	25 +
Good	28-42	23-36	20-29	17-24
Fair	20-27	17-22	15-19	12-16
Poor	5-19	3-16	2-14	2-11
Very Poor	4-Below	2-Below	2-Below	1-Below
Maintenance Level	40	35	25	18
Minimum Level	18	15	13	11

PULL-UPS

Officer will hold bar with the palms away from the body. Arms are extended out straight in the beginning position with the feet off the ground. Officer must pull his body up to a position where his chin is above the bar for one repetition; the total number of correct pull-ups are recorded and compared to the standards on the chart.

In lieu of pull-ups, officers may choose to do the "La Pull". Officers are required to pull down seventy percent (70%) of their body weight ten (10) times in order to achieve maintenance level.

	Under 30	30-39	40-49	50 +
Excellent	9 & Above	7 & Above	6 & Above	5 & Above
Good	8	6	5	4
Fair	6-7	4-5	3-4	2-3
Poor	5	3	2	1
Very Poor	4 & Above	2 & Above	1 & Above	0
Maintenance Level	8	6	5	4
Minimum Level	5	3	2	1

SIT-UPS

Officer starts by lying on his/her back, knees bent heels flat on the floor and arms folded across the chest. A partner holds the feet down. In the up position, the officer will touch his elbows to his knees and then return to the starting position, not placing their shoulder blades on the ground before starting the next sit-up. This is a continuous exercise, no resting. The total number of correct sit-ups are recorded and compared to the standards on the chart.

This test measures muscular endurance in the abdominal muscle group, an area of great concern to the sedentary individual. Much evidence exists of the correlation between poor abdominal muscle development, excessive fat tissue and lower back problems.

***1 CONTINUOUS MINUTE ***

	Under 30	30-39	40-49	50 +
Excellent	51 & Above	45 & Above	40 & Above	36 & Above
Good	40-50	34-44	27-39	23-39
Fair	35-39	29-33	20-26	16-22
Poor	24-34	18-28	7-19	6-15
Very Poor	23 -	17 -	6 -	5 -
Maintenance Level	45	40	35	30
Minimum Level	30	25	20	15

FLEXIBILITY

Officer sits on the ground with his legs out straight in front of him. Heels of feet are placed against a 4 X 4 or similar object. Officer bends forward and reaches towards his toes with his fingertips as far as he can. The distance above or below his heels is measured. The distance is recorded as plus or minus inches. Plus inches is below the heels and negative is above the heels. Compare the results against the standards on the chart.

	Under 30	30-39	40-49	50 +
Excellent	+10" & Below	+9" & Below	+8" & Below	+7" & Below
Good	+4" to 9.5"	+ 3.5" to 8.5"	+1" to 7.5"	0 to +6.5"
Fair	+1.5" to 3.5"	+1" to 3"	-2" to +.5"	-3" to -.5"
Poor	-4.5" to +1"	-6.5" to +.5"	-9" & Above	-10" to 3.5"
Very Poor	-5" & Above	-7" & Above	-9.5 & Above	-10.5"& Above
Maintenance Level	+5"	+4"	+1"	0"
Minimum Level	0"	-2"	-4"	-5"