

MEMORANDUM OF UNDERSTANDING

Between

CITY OF SANGER

AND

**SANGER POLICE
OFFICERS ASSOCIATION**

July 1, 2016 through June 30, 2017

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MEMORANDUM OF UNDERSTANDING
SANGER POLICE OFFICERS ASSOCIATION
(2016– 2017)

ARTICLE 1. PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Sanger, hereinafter referred to as "CITY" and the Sanger Police Officers Association, hereinafter referred to as "ASSOCIATION," pursuant to California Government Code, Section 3500 *et. seq.*, and City's Employer-Employee Relations Ordinance, Article III, Chapter 46 of the Sanger City Code. This MOU is intended to establish the rates of compensation, hours of work, and other terms and conditions of employment for all members of the Unit.

ARTICLE 2. RECOGNITION

1. City recognizes Association as the exclusive employee organization for the Unit made up of the following Sanger City Police Department classifications:

Police Officer
Corporal
Police Sergeant
Records/Communication Clerk
Community Service Officer
Animal Control Officer

2. This recognition does not include: management employees, provisional employees, temporary employees and part-time employees.
3. City agrees to meet, confer, consult and otherwise deal exclusively with Association on all matters within the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500 *et. seq.*) and as provided in City's Employer-Employee Relations Ordinance.

ARTICLE 3. SEVERANCE

1. City and Association have carefully reviewed this MOU with their respective counsel and agree that it is enforceable and consistent with applicable law. Each party is reasonably relying on this representation of the other party in agreeing to this MOU. In the event any provision of this MOU should be declared by a court of competent jurisdiction to be invalid, unconstitutional, unlawful or unenforceable, such determination shall not invalidate any of the other terms or conditions of this MOU.

2. In the event that any provision of the MOU should be found to be invalid, unconstitutional, unlawful or unenforceable, City and Association agree to meet and confer in a timely manner.

ARTICLE 4. SOLE AGREEMENT

1. The terms and conditions of this MOU constitute the primary wages, hours and working conditions applicable to the Unit. To the extent that any other agreement, City policy, regulation or ordinance is in direct conflict with this MOU, this MOU shall prevail. Nothing in this MOU shall be construed to abrogate, diminish or render ineffective any City employment or other policy, program, agreement or ordinance not in direct conflict with this MOU.
2. If, during the term of this MOU, the parties should mutually agree to modify, amend or alter the provisions of this MOU in any respect, any such change shall be effective only if and when it is reduced to writing and executed by the authorized representatives of City and Association. Any such change validly made shall become part of the MOU.
3. The waiver or breach of any term or condition of this MOU shall not prevent the future enforcement of such term or condition.

ARTICLE 5. CONCLUSIVENESS

This MOU shall be conclusive as to the matters specifically and expressly set forth herein. Neither City nor Association shall institute meet and confer and/or meet and consult with respect to issues and matters specifically set forth herein without the concurrence of the other party. This provision shall not be construed to prevent City from instituting meet and confer and/or meet and consult on matters not specifically and expressly resolved in this MOU. In the event City attempts unilaterally to change a term or condition of employment which is subject to the requirement to meet and confer or meet and consult under the Meyers-Milias-Brown Act without first having invited Association to meet and confer or meet and consult on such issue, City thereafter shall not enact or adopt such term and/or condition of employment without the concurrence of Association. In the event, however, City invited Association to meet and confer or meet and consult with respect to a proposed term or condition of employment, then City shall not be precluded thereafter from enacting or adopting such term or condition of employment at the conclusion of the meet and confer or meet and consult process, even without the concurrence of Association.

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ARTICLE 6. ASSOCIATION RIGHTS

Association shall have the following rights and responsibilities:

1. To reasonable advance notice of any City ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council;
2. To reasonable use of one bulletin board at the Police Department;
3. To payroll deduction from Association members for Association dues and City approved programs for which the employee has requested payroll deduction (including an employee financed disability plan);
4. To represent members of the Unit before the City Council and all agencies of City with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable federal, state or city laws, ordinances and regulations.
5. To use City facilities for Association meetings, provided that suitable arrangements are made with appropriate City officials. Use of such facilities may be conditioned on the payment of reasonable charges to offset the cost of such use.
6. To be sent a copy of Council Agendas in advance of Council meetings.
7. To reasonable access to employee work locations at the Police Department in order to meet with members of Unit concerning matters within the scope of representation. Such access shall not interfere with the operations of the Police Department and shall be subject to reasonable safety and security requirements.

ARTICLE 7. CITY RIGHTS

City shall have the exclusive right to determine the mission of its constituent departments, commissions and boards; to set standards of service, to determine employment standards, to direct its employees, to take appropriate disciplinary action against its employees; to relieve its employees from duty because of lack of work or for other non-disciplinary reasons; to maintain the efficiency of its governmental operations; to determine the methods, means and personnel by which City operations should be conducted; to organize its departmental structure; and to exercise complete control and discretion over its organization and the technology of performing its work.

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ARTICLE 8. EMPLOYEE RIGHTS

Employees have the right to form, participate and join in activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment. Employees have the right to represent themselves individually in their employment relations with City, provided that in the event City enters into a MOU with an exclusively recognized employee organization, such as the within MOU, employees are deemed to have delegated to their exclusively recognized employee organization their right to represent themselves individually in their employment relations with City, and City is not obligated to meet and confer or otherwise deal with any individual employee within Unit with respect to matters within the scope of this MOU. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by City or Association because of his/her exercise of any of these rights.

ARTICLE 9. DISCIPLINARY PROCEDURE

The disciplinary procedures applicable to Unit shall be governed by Chapter IX of the City of Sanger Personnel Policies and Procedures and the Public Safety Officers' Procedural Bill of Rights Act, Government Code Section 3300 et. seq.

ARTICLE 10. HOURS OF WORK

1. Work Week

The normal workweek for non-shift employees shall be Monday through Friday. The normal workweek for shift employees (other than Patrol Officers) shall be five (5) consecutive days on duty and two (2) consecutive days off duty.

2. Work Day

For employees (other than Patrol Officers), the normal workday shall be eight (8) consecutive hours not including a meal period.

3. Patrol Officers

The 3/12 work schedule will apply to Patrol Officers only.

a. Hours of Work

There will be two shifts that are each 12 hours in length. The first shift (Watch I) will begin at 1900 hours and end at 0700 hours. The second shift (Watch II) will begin at 0700 hours and end at 1900 hours.

b. 14 Day Work Period

During each 14-day work period, an employee will work 6 – 12 hour shifts and 1 - 8 hour shift for a total of 80 hours of paid time. A thirty (30) minute paid meal break, when available, will be included in the shift of all patrol officers assigned to call for service positions, as defined by the department. This meal period is to be taken within the patrol officer's assigned area or the police station, and must allow the patrol officers to respond to emergency situations.

It is agreed that the 8-hour shift should be scheduled during hours that will meet Department needs in order to ensure that we have minimum patrol officer staffing at critical times. Critical times shall be determined by the Chief of Police or the Chief's designee.

c. Work Weeks

One week will consist of 3 full working days (12 hours) with 4 days off. The second week will consist of 3 full working days (12 hours) and 1 short working day of (8 hours) followed by 3 days off. This pattern will continue in each 14 day work period. Any other hours worked during that work period will be compensated as overtime or comp time, unless a schedule adjustment has been previously approved by the Watch Commander and employee.

d. 7(k) Work Period

Pursuant to section 7(k) of the FLSA, the City has adopted a 14-day/86 hour work period.

4. Transfers and Seniority

Whenever an officer or supervisor returns to patrol from a special assignment, he/she will be assigned to the shift that has been vacated.

5. Sick Leave

Personnel will be required to notify the Department a minimum of two (2) hours before their shift begins if they are calling in sick and unable to report for duty. When possible, that same consideration should be given to any other type of emergency leave that is unscheduled so that the on-duty Watch Commander will have time to find a replacement if required to meet minimum staffing.

6. Unscheduled Work Period

(a) Unscheduled work is to be paid as overtime or comp time.

7. Code 7 Time

An employee's lunch break time begins when the employee goes out of service for his/her lunch break. This would not include the time driving to the station or picking up a meal at a restaurant and then returning to the station.

8. Vacation Sign Up Schedule

- (a) Patrol personnel will sign up for vacation by seniority. An employee may sign up for 2 one week vacations or 1 vacation of two week or more.
- (b) Following assignments will not be considered in the Patrol vacation schedule:

Support Services Division Commander
School Resource Officer
Traffic Officer
Officers assigned as Investigators

9. School or Training Attendance

Most outside schools or training courses operate on an 8 hour day with a one-hour break for lunch. It must be agreed by an employee prior to attending an outside school or training program, that for the duration of the school or training program, including travel time, their workday shall revert to the non-shift work schedule of 8 hours plus 1 hour lunch period. It will be the responsibility of the employee wishing to attend the course and their watch commander to work out the scheduling differences so that the appropriate number of hours worked in each pay period with the least amount of scheduled disruption or use of overtime. Every effort should be made to schedule attendance at school or training without the use of overtime for the affected employee.

10. Program Evaluation

The level of service to the community must not be negatively impacted by this work schedule and the following areas will be closely monitored to determine if there is negative impact to the community or the agency or the employees.

On-duty injuries
Use of sick leave
Absenteeism from work after having started a shift
On-duty traffic accidents
Citizen complaints
Citizen commendations
Number of time off requests that are denied due to staffing needs

The evaluation will consist of monitoring any significant increases or decreases in the areas mentioned above.

11. Management Rights

Should the Chief of Police determine that the 3/12 work schedule does not meet the standards and expectations of the Police Department based upon the above criteria, he shall meet and confer with representatives of the Sanger Police Officers Association prior to implementing any changes in the schedule.

The Chief of Police may unilaterally amend the work schedule on a temporary basis in the event of an emergency, however, shall meet and confer with the Association when practicable to do so before implementing any permanent changes in the schedule. Alternately, the parties may agree to a different form of flex schedule as approved by the POA and the Chief of Police.

The 7(k) exemption for public safety officers under the Fair Labor Standards Act (FLSA) shall apply to the work schedule set forth in that Agreement. The 7(k) exemption shall expire in the event the Work Schedule is amended to eliminate the reason for the 7(k) exemption.

12. Shift Change Notification

Shift employees shall be provided at least five (5) working days advance notice of changes in their shifts unless such change is due to illness or emergency.

13. Meal Time

- (a) Meal time for employees is thirty (30) or sixty (60) minutes, depending on the duty assignment.
- (b) Employees, other than Patrol Officers, are relieved from duty during meal periods.
- (c) Meal periods shall not be taken during the first or last hour of a workday.

14. Rest Periods

One (1) fifteen (15) minute rest period is authorized for each four (4) hours worked. Rest periods are not considered meal time and shall not be taken during the first or last hour of a work day.

15. Missed Rest or Meal Periods

- (a) Since rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefits if a rest period is not taken.

- (b) Since mealtime for employees, other than those assigned to patrol operations, is not paid time, such employees shall be paid additional compensation in the event they are required by City to work during a meal period.

16. Definition of Shift Employees

Shift employees are assigned to positions in which their duties are performed on a 24 hour a day, 7 day a week basis. They consist of:

- (a) Patrol Officers (police officers, corporals and sergeants assigned to Patrol Operations) and
- (b) Records/Communication Clerks.

17. The hours of work set forth in this Article 10 shall be subject to change pursuant to mutual agreement by the Police Chief and a committee of officers appointed by Association. Such changes may include overtime pay and adjustment of holiday, vacation and sick leave rates consistent with such schedule.

ARTICLE 11. OVERTIME

1. Rate (FLSA)

Employees shall be paid for overtime at the rate of time and one-half (1½) their regular rate of pay as defined in the Fair Labor Standards Act (FLSA). For overtime compensation during the applicable work period not required to be compensated pursuant to the FLSA, the City shall pay overtime in excess of 12 hours worked in a day or 80 hours worked in a 14 day work period pursuant to Section 3 below. The City reserves the right to offset any overtime compensation provided pursuant to this contract that is not required by the FLSA. All overtime shall be recorded and paid on the basis of 15 minute increments, such that for each full 15 minute period worked, the employee shall be compensated for one quarter hour of overtime.

2. Schools & Training

Schools and training required by the Chief of Police to be attended by an employee during off duty times shall be compensated at the overtime rate of pay with a one (1) hour minimum.

3. Hours Paid (MOU)

Overtime shall be paid to all employees not assigned to the 3/12 work schedule after eight (8) hours worked in a day or forty (40) hours worked in a week. Those employees assigned to the 3/12 work schedule shall be paid overtime after 12 hours worked in a day or 80 hours worked in a 14 day work period.

4. Hours Worked
Holidays, vacation and sick leave shall constitute hours worked for the purpose of computing overtime.
5. Compensatory Time Off
Notwithstanding the provisions of this section, employees may be granted compensatory time off for overtime credit at the discretion of the Chief of Police with due regard for the wishes of the employee. Employees may elect to cash out their compensatory time at their regular rate of pay, provided that the compensatory time was credited to the employee at the rate of time and one half for overtime hours. Employees may bank compensatory time up to a maximum of 480 hours pursuant to FLSA.
6. Scheduling Compensatory Time Off
Requests to the Chief of Police or the on duty watch commander to use compensatory time off shall be considered with regard for the operational requirements of the Police Department upon reasonable notice to the Chief of Police or the on-duty watch commander.
7. Call Back Pay
Employees called back to work shall be compensated at the rate of 1½ times the employee's regular rate of pay, with a minimum of two (2) hours for each call back. Call back overtime consists of unscheduled overtime, and does not include early start, extended day or loss of a meal times.
8. Court Time Pay
Employees subpoenaed to appear in court to testify about events arising out of their employment, at a time when they are not working, shall be compensated at the rate of time and one-half (1½) times the employee's regular rate of pay, with a minimum of three (3) hours for each required appearance in court.
9. Vacation Call Back

Employees called back to work during a regularly scheduled vacation period shall be compensated at a rate one and one-half (1½) times their regular rate of pay for all times worked.
10. On-Call (Standby) Pay

On-Call Assignment Policy.
 - (a) On-call duty may be assigned by the Chief of Police or his/her designee. "On-call" is defined as "a period of time in addition to the normal work schedule in which an employee is required to remain available for immediate call."

- (b) On-call duty requires the employee so assigned:
1. To be ready to respond immediately to a call for service;
 2. To be readily available at all hours by telephone or other agreed upon communication equipment; and
 3. To refrain from activities which might impair his/her ability to perform his/her assigned duties.

Employees who are "on-call" are considered to be "waiting to be engaged." This provision is not intended to waive any individual rights under FLSA.

On-Call (Standby) Compensation

Employees required to remain available for immediate call shall be paid for fifty percent (50%) of the time they were required to be on-call, at the rate for straight time, for a maximum of four (4) hours pay for each day of on-call duty.

ARTICLE 12. SALARY

1. Association may request that the wage provisions of this MOU be reopened in the event City grants an across the board pay increase to any other City employee group during the term of this MOU.
2. The salary range and classifications of employees are listed on Attachment "A".
3. Employees shall receive 5% step increases after their six (6) months, and annually on their anniversary dates until they reach the maximum amount authorized for the position.

ARTICLE 12A. Off-Schedule Pay Adjustment

Effective July 1, 2016, on the date that payroll checks are distributed, employees in this Unit will receive compensation in an amount equal to 5% of their current base rate of pay. These payments shall not constitute an increase to employees' salary schedule. Compensation under this article shall terminate when an employee separates from the City or on June 30, 2016, or on the date of a new successor MOU whichever is earliest.

ARTICLE 13. SPECIAL ASSIGNMENTS

1. Police Investigator Premium

Employees officially assigned as Investigators shall receive 5% of base pay as additional compensation for such assignment. Such additional

compensation is provided in lieu of pay for night and weekend standby duty. Investigator assignments shall be for a period of up to thirty-six (36) months. Termination of such assignment upon the conclusion of such term shall not constitute punitive action under the City's Personnel Ordinance or the Peace Officers Bill of Rights, and shall not require an administrative or other hearing.

2. Motorcycle Patrol Premium

Employees officially assigned as Motorcycle Officer shall receive a maximum of \$150 a month as additional compensation for such assignment. Employee must work at least 75% of his/her schedule in the capacity of a Motorcycle Officer to be eligible for Motorcycle Patrol Premium. Termination of such assignment shall not constitute punitive action under the City's Personnel Ordinance or the Peace Officers Bill of Rights, and shall not require an administrative or other hearing.

3. K-9 Maintenance Pay

Officers performing the assignment of K-9 Officer are entitled to compensation for the off-duty time spent caring for and maintaining the canine and the K-9 vehicle/unit. The City and Association understand and agree that this additional compensation is intended to compensate K-9 Officers for all off-duty hours spent caring for, grooming, feeding, exercising, following healthcare instructions, cleaning of kennel and patrol vehicle and otherwise maintaining their canine unit.

The City will pay the K-9 Officer, while in custody of a canine, an additional 5.4 hours per 14-day pay period at the rate of time and one-half the Officer's regular rate of pay.

Assignment of this position is at the discretion of the Police Chief. Selection for canine assignment may not be appealed or grieved. The Police Chief or his designee has the sole discretion and authority to establish and/or modify policies and procedures for canine assignments.

ARTICLE 14. LONGEVITY PAY

Police employees who have been employed on a full-time basis with the City for a continuous period of 10 or more years and whose most recent performance evaluation was satisfactory or better shall receive 2.5% of their regular base pay which shall be effective on the pay period following the employee's qualifying anniversary date.

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Police employees who have been employed on a full-time basis with the City for a continuous period of 15 or more years and whose most recent performance evaluation was satisfactory or better shall receive an additional 2.5% of their regular base pay which shall be effective on the pay period following the employee's qualifying anniversary date.

The maximum additional compensation for longevity pay is 5%.

Eligibility for longevity pay shall be established with the member's performance evaluation conducted after January 1, 2015. Any employee whose qualifying anniversary date was before January 1, 2015, and whose anniversary date is between July 1, 2015 and December 31, 2015, shall receive longevity pay effective July 1, 2015, provided the most recent performance evaluation was satisfactory or better. (Pursuant to Side Letter dated July 14, 2015.)

ARTICLE 15. POST CERTIFICATE PAY

1. Additional compensation shall be paid to employees attaining POST certificates as follows:

POST Intermediate Certificate: 2.5%

POST Advanced Certificate: 5%

2. The maximum additional compensation for POST certificate is 7.5%.

ARTICLE 16. EDUCATIONAL INCENTIVE PROGRAM.

1. Employees who hold an Associate of Arts (AA) degree from a college accredited in California shall be eligible for special education compensation at the rate of 2½% of base pay. Employees who hold a Bachelor of Arts or Science (AB/BS) degree from a college or university accredited in California shall be eligible for special education compensation at the rate of 5% of base pay. Education compensation shall be paid to employees at the completion of their probationary period, provided that the employee's most recent overall performance evaluation was "satisfactory" or better. Employees who hold both an AA and Bachelors degree may not receive more than a total of 5% education pay.

2. The employees shall be entitled to reimbursements in accordance with the City's Employee Educational Reimbursement Policy.

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ARTICLE 17. OUT OF CLASS PAY

Employees shall receive pay at the rate of five percent (5%) of base salary or at the *first* step of the out-of-class position, whichever is greater, commencing on the 15th consecutive working day on which the employee was assigned to work out-of-class. To be eligible, the employee must have been assigned to perform substantially all of the duties of the higher classification.

ARTICLE 18. BILINGUAL PAY

Employees who have passed a test showing that they are proficient in speaking Spanish or Hmong shall be entitled to additional compensation at the rate of 5% of their regular base pay. The tests to be utilized for determining Spanish speaking proficiency shall be selected by the Personnel Officer.

ARTICLE 19. FIELD TRAINING OFFICER (FTO) PAY

Employees assigned as Field Training Officers (FTO) shall receive 5% of base salary additional compensation only during such times as they are assigned by the Police Chief to perform field training activities.

ARTICLE 20. CAREER DEVELOPMENT PROGRAM

City and Association have jointly developed a Career Development Program (CDP) as follows:

- (a) There shall be two (2) police officer classifications below the level of sergeant:
 - Police Officer – entry level.
 - Corporal – quasi-supervisory.
- (b) The entry level Police Officer classification shall be salary grade P40.
- (c) There shall be a 5% pay differential between the police officer and corporal classifications.
- (d) There shall be a 10% pay differential between the corporal classification and sergeant classification.
- (e) Qualifications.
 - (1) Police Officer – entry level
 - (2) Corporal.
 - (a) Minimum of three (3) years as full-time peace officer with the Sanger Police Department at the time of application.
 - (b) Eligible for a POST Intermediate Certificate at the time of application.

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- (3) Sergeant.
 - (a) Minimum of five (5) years as a full-time peace officer with the Sanger Police Department and a POST Intermediate Certificate at the time of application; or
 - (b) Minimum of seven (7) years as a full-time peace officer in a California municipal law enforcement agency and a POST Advanced or Supervisory Certificate at the time of application.
- (4) Non-sworn personnel.
 - (a) Records/Communication Clerk I – entry level.
 - (b) Records/Communication Clerk II – minimum of two (2) years satisfactory performance as a Records/Communication clerk with the Sanger Police Department.
 - (c) Community Service Officer I – entry level.
 - (d) Community Service Officer II – minimum of two (2) years satisfactory performance as an employee of the Sanger Police Department.
- (5) The qualifications stated herein shall be in addition to the qualifications set forth in the job descriptions for these positions.

(f) Manner of advancement.

- (1) Movement to the Corporal classification shall be promotional with selection accomplished via a testing procedure which shall include a written portion and an oral portion.
- (2) Movement to the Sergeant classification shall be open-promotional.
- (3) Movement from Records/Communication Clerk I to Records/Communication Clerk II shall be based on minimum of two (2) years time in service and overall satisfactory performance. (Pursuant to Side Letter dated March 22, 2016.)
- (4) Movement from Community Service Office I to Community Service Officer II shall be based on a minimum of two (2) years time in service and overall satisfactory performance. (Pursuant to Side Letter dated March 22, 2016.)

- (g) The testing procedures shall include a written portion and an oral portion.

ARTICLE 21. RETIREMENT

- 1. Police employees (sworn) who meet the definition of a “classic member” under PEPR shall be enrolled in the 2% @ 50 CalPERS benefit formula.
- 2. Police employees (non-sworn) who meet the definition of a “classic member” under PEPR shall be enrolled in the 2.5% @ 55 CalPERS benefit formula.

3. Sworn employees who are “classic members” under PEPRA shall contribute 9% toward the employee portion of CalPERS retirement contribution.
4. Non-sworn employees who are “classic members” under PEPRA shall contribute 8% toward the employee portion of CalPERS retirement contribution.
5. Police employees (sworn) hired after January 1, 2013, who meet the definition of a “new member” under PEPRA, shall be enrolled in the 2.7% @ 57 CalPERS benefit plan. In accordance with PEPRA and CalPERS, the employee member contribution shall be 50% of the normal cost rate.
6. Police employees (non-sworn) hired after January 1, 2013, who meet the definition of a “new member” under PEPRA, shall be enrolled in the 2% @ 62 CalPERS benefit plan. In accordance with PEPRA and CalPERS, the employee member contribution shall be 50% of the normal cost rate.

ARTICLE 22. ANNUAL LEAVE

1. Employees who have existing annual leave, shall have the option to cash out existing annual leave balances upon request with all annual leave balances being cashed out by June 30, 2017.
2. Employees may still donate accrued annual leave to other city employees who are ill or injured or otherwise unable to work and who have exhausted all accumulated leaves. Such donations are strictly voluntary and will be on an equal dollar for dollar basis.
3. Employees who separate from city service shall receive a lump sum payment for accrued annual leave at the employee’s base rate of pay at the time of separation.

ARTICLE 23. SICK LEAVE

1. Sick leave shall accrue each pay period based on the years of service as follows:

Years of Service	Hours per pay period
0-2	2.67
2-5	3.1538
5-10	4.0655
10-15	4.5384
15+	5.0000

2. Benefits shall be payable commencing the first day of absence due to the employee's sickness or accident. Sick leave payments, including workers' compensation payments, shall not exceed an employee's normal earnings.

3. Sick leave is available only in the event of necessity for:

- The diagnosis, care or treatment of an existing health condition of, or preventive care for the employee;
- The diagnosis, care or treatment of an existing health condition of, or preventive care for the employee's family member. Family member includes:
 - Children (biological, adopted, or foster child, step child, legal ward or a child to whom the employee assumes parental duties without adoption) regardless of the age or dependency status of the child
 - Biological, adopted or foster parent, step parent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who assumed the parental duties without adoption of the employee when the employee was a minor child
 - Spouse
 - Registered domestic partner
 - Grandparent
 - Grandchild
 - Sibling

The amount of time an employee may take to care for a family member is one half of the employee's annual sick leave accrual;

- If the employee or employee's child is a victim of domestic violence, sexual assault, or stalking to obtain or attempt to obtain relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety or welfare of the employee or child.

4. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor prior to the time set for beginning daily duties, or as specified by the Chief of Police. When absence is for more than three (3) consecutive work days, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Office stating the cause of the absence if the absence relates to their own diagnosis, care, treatment or preventive care. Under normal circumstances, no physician's certificate shall be required from an employee who has used six (6) or fewer days of sick leave during the twelve (12) months preceding said use.

5. If an employee is injured while in the performance of his/her assigned duty, the employee will receive up to one year full pay with normal increments and normal benefits without loss of annual leave or previously accrued sick leave (Labor Code Section 4850). After one year, the employee may use sick leave previously earned.

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6. Employees on authorized vacation or holiday leave who become ill, or who are otherwise disabled through accident, may charge such sickness or disablement to previously accrued sick leave or annual leave, provided satisfactory evidence is presented to the Chief of Police indicating the total number of days to be so charged.

7. Employees may donate sick leave to other city employees who are ill or injured or otherwise unable to work and who have exhausted all accumulated leaves. Such donations will be strictly voluntary and will be on an equal dollar for dollar basis.

8. At employee's discretion, the City will report sick time hours to CalPERS to be used as "Credit for unused Sick Leave" at employee's retirement.

ARTICLE 24. VACATION

1. Vacation shall accrue each pay period based on years of service as follows:

Years of Service	Hours per pay period
0-2	2.2308
2-5	3.1538
5-10	4.0655
10-15	4.5384
15+	5.0000

Maximum accrual: 240 hours or 30 days.

2. Vacation shall be scheduled according to seniority. To implement this paragraph, a vacation and holiday "time off" request sheet shall be posted in December of each year. Said schedule, when approved by the Police Chief or his designee, shall be effective January 1 for the subsequent calendar year. Requests for vacation shall be granted based upon the legitimate operating needs of the Department and shall not be unreasonably denied. Changes in the vacation schedule during the year shall be subject to approval by the Police Chief or his designee. Bumping is not permitted without the consent of all affected employees.

3. Vacation may be taken the first day following the completion of six (6) months of service in units of not less than two (2) hours.

4.1 Unless an employee's supervisor prohibits an employee from taking his/her vacation, no employee shall accrue more than thirty (30) days of vacation at any given time. Once an employee has accrued thirty (30) days of vacation, no more vacation time shall accrue.

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4.2 If an employee's supervisor prohibits an employee from taking his/her accrued vacation within the accrual year because of operational necessity and as a result, an employee accrues more than thirty (30) vacation days, the amount of vacation that an employee was prohibited from taking shall be carried over to the next year and the City shall pay the employee the value of the vacation days in excess of thirty (30) days in February of the year after the excess vacation was accrued.

5. Legal holidays that fall during an employee's vacation shall not be charged against the employee as vacation.

6. Employees who terminate or retire from City service shall be paid a lump sum for all accumulated vacation not to exceed thirty days.

7. If an employee is terminated during the middle of a pay period, eligible employees shall be paid on a pro-rated basis for vacation credit earned during that pay period.

ARTICLE 25. HOLIDAY LEAVE

1. Each employee shall receive one hundred thirty two (132) hours (11 twelve-hour days) of holiday leave per year on January 1 in lieu of taking off on paid holidays. Holiday leave shall be credited in advance to all employees on January 1.

2. Holiday leave shall be scheduled according to seniority. To implement this paragraph, a vacation and holiday "time off" request sheet shall be posted in December of each year. Said schedule, when approved by the Police Chief or his designee, shall be effective January 1 for the subsequent calendar year. Requests for holiday leave shall be granted based upon the legitimate operating needs of the Department and shall not be unreasonably denied. Changes in the holiday time off schedule during the year shall be subject to approval by the Police Chief or his designee. Bumping is not permitted without the consent of all affected employees.

3. Holiday leave must be taken and shall not accumulate year to year.

4. An employee who leaves City service during the year shall be credited with holiday pay for those holidays in the year that occurs before the employee leaves City service. If an employee has used holiday leave for a holiday that will occur after the employee leaves City service, the City shall deduct the amount of pay the employee received for that holiday from the employee's final check.

5. Holiday leave not used in the calendar year accrued shall be cashed out on the first pay period in January the following year.

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ARTICLE 26. BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave without loss of pay or charge against accrued leave, to the extent necessary to attend funeral services, up to a maximum of forty (40) hours for each non-concurrent death in the employee's immediate family; provided that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means spouse, father, mother, son, daughter, sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, registered domestic partner, guardians, or ward. In each such case, the Police Chief shall grant such leave only when, in his/her opinion, the relationship to the employee warrants such use of leave.

ARTICLE 27. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of state law. 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.

ARTICLE 28. LEAVE FOR CHILD-RELATED ACTIVITIES

An employee who is a parent of school-age children (kindergarten to grade 12) may take up to forty (40) hours leave per year (not to exceed eight (8) hours in a calendar month) to find, enroll, reenroll, his or her child in a school or with a licensed child care provider, or to participate in the school activities of the school or licensed child care provider, if the employee, prior to taking the time off, gives reasonable notice to the Police Chief of the planned absence. The employee shall utilize existing vacation leave, holiday leave or compensatory time off for these planned absences. If an employee has no available vacation leave, holiday leave or compensatory time off the employee may utilize time off without pay for this purpose to the extent made available at the discretion of the Police Chief.

ARTICLE 29. JURY LEAVE

1. Employees called as a trial juror or subpoenaed to court shall be entitled to be absent from duty during the period of such service or while necessarily being present in court as a result of such call. The employee shall be paid the difference between full salary and any payment received, except travel pay, for such duty.
2. Employees assigned to swing and graveyard shifts may be temporarily assigned to day shift. If the employee is released from jury duty after serving less than the amount of time equal to one shift, inclusive of meal and driving time, the employee may be required to report to the Police Department to serve the remainder of a shift. Such shift re-assignment shall be made by the Chief of Police with due consideration for the operational needs of the Department.

ARTICLE 30. HEALTH PLAN

City shall provide a Health Care Plan for members and their dependents. The Health Care Plan shall include medical and prescriptions, vision plan, dental plan, and a life insurance policy of \$10,000 for each member.

City shall pay the entire premium for the life insurance plan, vision plan and dental plan costs. Employees shall pay \$45.00 per month toward the premium for the medical and prescription plan for dependent coverage only. City shall pay the balance of the premium for the medical and prescription plan up to the City's cost of the PPO plan. For employees who choose another option at a greater cost than the PPO, the employee shall pay the difference between the plans.

ARTICLE 31. MEDICAL INSURANCE FOR RETIREES

Employees retiring from City service under non-disability retirement may elect to continue coverage under the City's group health plan at the employee's cost.

Enrollment shall terminate when the retired employee becomes eligible (and approved for) Medi-Cal benefits.

ARTICLE 32. UNIFORM ALLOWANCE

1. Employees shall receive an annual uniform allowance as follows:

Sworn Personnel	\$1,000.00
Non-sworn Personnel	\$ 750.00

2. Employees shall be issued the annual allowance upon hiring in order to purchase their uniforms.
3. The uniform allowance shall be paid on the second payday in July annually. Employees who received an initial uniform allowance under subparagraph (2) within six months of the July payment date under this subparagraph (3) shall receive a prorated amount based upon date of hire.

ARTICLE 33. LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant an employee leave of absence without pay or seniority for a period not to exceed three (3) months. No such leave shall be granted except upon written request by the employee. Failure by the employee to report to duty promptly upon expiration of the leave shall be cause for discharge. The Chief of Police may grant a leave of absence without pay for not more than one (1) calendar week. Such leaves shall be reported to the Personnel Officer.

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ARTICLE 34. SHIFT SWAPS

The practice of shift swaps (absence with relief) will be permitted, subject to approval by the Police Chief or his designated representative. Shift swaps shall be rank for rank. Exceptions may be permitted only by the Police Chief. In the event the relieving officer does not appear for duty after the Police Chief approved the shift swap, the officer whose shift was left uncovered shall not be paid for the shift. An absence without relief shall be considered an unexcused absence.

ARTICLE 35. DISABILITY INSURANCE

City shall pay 75% of the cost of employees' disability insurance plan, not to exceed \$10.00 per employee per month.

ARTICLE 36. TOTAL COMPENSATION

For the purpose of future negotiations, and in the event a salary and benefit survey are conducted during the life of this MOU, "Total Compensation" shall be utilized as follows:

Total compensation shall include all salary, bonuses, merit increases, PERS payments, health insurance, educational allowance, uniform allowances and related benefits.

Social Security and Workers Compensation costs will not be calculated as a part of "Total Compensation."

ARTICLE 37. ANNIVERSARY DATE

Employee's entrance-on-duty anniversary date shall be used for the purposes of vacation and sick leave accrual and longevity pay. Employees promoted, demoted or transferred shall not have their entrance-on-duty anniversary date changed as a result of such actions. Notwithstanding the above, employees hired prior to July 1, 1997 shall retain their anniversary dates previously established.

ARTICLE 38. MUTUAL AGREEMENT

The Association and City must mutually agree to any changes to this MOU.

ARTICLE 39. REOPENER

For purposes of a successor multi-year agreement, the Association and City agree to a reopener to consider salary. Discussions on the salary reopener will begin in the month of November 2016.

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ARTICLE 40. TERM

The term of this MOU shall commence on July 1, 2016, and remain in effect up to and including June 30, 2017. Union will deliver official Notice of Opening to City at least ninety (90) days prior to the expiration of this MOU.

ARTICLE 41. RECOMMENDATION OF REPRESENTATIVES

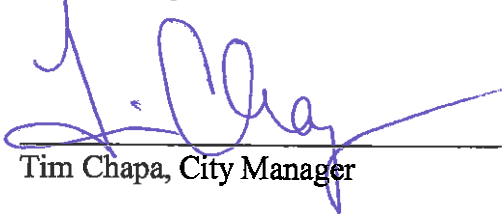
The representative of City and Association, having met and conferred in good faith, have mutually agreed to recommend to the Sanger City Council and the general membership of the Association, that this MOU be adopted and ratified and that the wages, hours, and other terms and conditions set forth herein be implemented.

ARTICLE 42. SIGNATURES

This MOU has been ratified and approved by City and Association pursuant to the recommendation of their representatives.

Executed this 24th day of August, 2016.

City of Sanger



Tim Chapa, City Manager

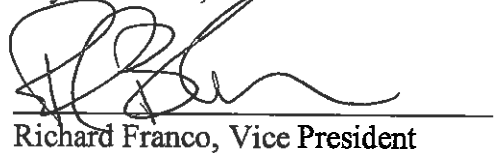


Hilda Cantu Montoy, City Attorney

Sanger Police Officers Association



Reyes Carrillo, President



Richard Franco, Vice President