

**RESOLUTION NO. 2016-4516**

**RESOLUTION OF THE COUNCIL OF THE CITY OF KING RATIFYING A  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KING AND KING  
CITY POLICE OFFICERS ASSOCIATION (KCPOA)**

**WHEREAS**, the City of King and King City Police Officers Association (KCPOA) pursuant to Section 3505 of the Meyers-Millias Brown Act (MMBA) have met and conferred in good faith on issues regarding wages, hours and other terms and conditions of employment: and

**WHEREAS** the City and KCPOA have successfully negotiated acceptable terms and conditions for employment, including but not limited to wages, hours and working conditions;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of King, as follows:

Section 1. That the Memorandum of Understanding, attached hereto as Exhibit A to this Resolution, is hereby adopted.

Section 2. That the City and KCPOA mutually agree to the terms and conditions contained herein.

Section 3. That this MOU shall supercede all other MOU's executed between the City of King and KCPOA;

**PASSED AND ADOPTED** by the City Council of the City of King at a regular meeting held on the 26th day of April, 2016 by the following vote:

**AYES**, and in favor thereof, Council Members: ~~Egillen~~, Jernigan, Hendrickson, Acosta, LeBarre

**NAYS**, Council Members:

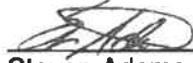
**ABSENT**, Council Members:

**ABSTAINING**, Council Members:

**APPROVED:**

  
Robert Cullen, Mayor

**ATTEST:**



\_\_\_\_\_  
Steven Adams, City Clerk

**APPROVED AS TO FORM:**



\_\_\_\_\_  
David Hale, City Attorney

**A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KING CITY  
AND EMPLOYEES ASSIGNED TO CLASSIFICATIONS REPRESENTED  
BY  
KING CITY POLICE OFFICERS' ASSOCIATION (KCPOA)  
FOR THE PERIOD  
JULY 1, 2015 THROUGH JUNE 30, 2018**

**TABLE OF CONTENTS**

**ARTICLE I RECOGNITION.....1**  
SECTION 1 - ADMINISTRATION.....1  
SECTION 2 - PAYROLL DEDUCTION.....1

**ARTICLE II COMPENSATION.....2**  
SECTION 1 - SALARY .....2  
SECTION 2 - SALARY ADVANCEMENT .....2  
SECTION 3 - ACTING DUTY PAY .....2  
SECTION 4 - WORKDAY .....3  
SECTION 5 - OVERTIME COMPENSATION .....3  
SECTION 6 - HOLIDAY COMPENSATION.....4  
SECTION 7 - CALLBACK.....4  
SECTION 8 - LONGEVITY PAY .....4  
SECTION 9 - UNIFORM/EQUIPMENT ALLOWANCE .....4  
SECTION 10 – COURT PAY.....5  
SECTION 11 - ASSIGNMENT PAY FOR FIELD TRAINING OFFICER.....5  
SECTION 12 - ASSIGNMENT PAY FOR INVESTIGATOR .....6  
SECTION 13 - RESIDENCY REQUIREMENT/COMPENSATION.....6  
SECTION 14 - BILINGUAL PAY.....6  
SECTION 15 - REIMBURSEMENT FOR DAMAGED PERSONAL ITEMS .....6  
SECTION 16 - EDUCATION PAY .....6

**ARTICLE III EMPLOYEE PERFORMANCE.....7**  
SECTION 1 - PERFORMANCE EVALUATION.....7  
SECTION 2 - PROBATIONARY STATUS .....7  
SECTION 3 - PROMOTIONAL STATUS .....7

**ARTICLE IV BENEFITS.....8**  
SECTION 1 - HEALTH INSURANCE .....8  
SECTION 2 - EMPLOYEES' ASSISTANCE PROGRAM (EAP).....8  
SECTION 3 - PUBLIC EMPLOYEE'S RETIREMENT SYSTEM (P.E.R.S.) .....8  
SECTION 4 - DEFERRED COMPENSATION PROGRAMS .....9  
SECTION 5 - STATE DISABILITY INSURANCE.....9

**ARTICLE V LEAVES .....9**  
SECTION 1-ANNUAL LEAVE .....9  
SECTION 2 - SICK LEAVE .....11  
SECTION 3 - COMPENSATORY LEAVE.....11  
SECTION 4 - HOLIDAY LEAVE.....12  
SECTION 5 - BEREAVEMENT LEAVE .....12  
SECTION 6 - WORKER COMPENSATION LEAVE .....12  
SECTION 7 - MILITARY LEAVE.....12  
SECTION 8 - LEAVE OF ABSENCE WITHOUT PAY/ FAMILY  
MEDICAL LEAVE ACT/ CALIFORNIA FAMILY RIGHTS ACT .....13

|   |    |
|---|----|
| SECTION 9 - TRAINING LEAVE.....                                   | 13 |
| SECTION 10 - TIME OFF FOR VOTING .....                            | 13 |
| SECTION 11 - STEWARD LEAVE.....                                   | 14 |
| ARTICLE VI LAYOFF.....  | 14 |
| SECTION 1 - PREREQUISITE FOR LAYOFF .....                         | 14 |
| SECTION 2 - ORDER OF LAYOFF .....                                 | 15 |
| SECTION 3 - VOLUNTARY DEMOTION .....                              | 15 |
| SECTION 4 - RECALL.....   | 15 |
| ARTICLE VII NON-DISCRIMINATION.....                               | 16 |
| ARTICLE VIII HEALTH AND SAFETY .....                              | 16 |
| SECTION 1 - SAFETY RESPONSIBILITIES .....                         | 16 |
| ARTICLE IX GRIEVANCE PROCEDURE.....                               | 16 |
| SECTION 1-GRIEVANCE DEFINED .....                                 | 16 |
| SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE.....                 | 16 |
| SECTION 3 - FORMAL GRIEVANCE PROCEDURE.....                       | 17 |
| SECTION 4 - NON-DEPARTMENTAL GRIEVANCES.....                      | 18 |
| SECTION 5 - REPRISALS .....                                       | 18 |
| ARTICLE X DISCIPLINE AND DISCHARGE .....                          | 19 |
| SECTION 1 - JUST CAUSE .....                                      | 19 |
| SECTION 2 - CAUSES FOR DISCIPLINARY ACTION .....                  | 19 |
| SECTION 3 - WRITTEN NOTICE OF DISCIPLINARY ACTION.....            | 20 |
| SECTION 4 - EMPLOYEE REVIEW .....                                 | 20 |
| SECTION 5 - ADMINISTRATIVE APPEAL.....                            | 20 |
| SECTION 6 - REPRESENTATION .....                                  | 21 |
| SECTION 7 - NOTICE TO WITNESSES .....                             | 21 |
| SECTION 8 - FAILURE OF EMPLOYEE TO APPEAR AT HEARING.....         | 21 |
| SECTION 9 - RELEASE OF INFORMATION.....                           | 21 |
| SECTION 10 - DECISION.....  | 21 |
| SECTION 11 - PROVISIONS NOT APPLICABLE .....                      | 22 |
| ARTICLE XI APPEAL PROCEDURES .....                                | 22 |
| SECTION 1 - REQUEST FOR DISCIPLINARY APPEAL HEARING .....         | 22 |
| SECTION 2 - SCHEDULING OF DISCIPLINARY APPEAL HEARING.....        | 22 |
| SECTION 3 - HEARING OFFICER.....                                  | 23 |
| SECTION 4 - REPRESENTATION AT DISCIPLINARY APPEAL<br>HEARING..... | 23 |
| SECTION 5 - BURDEN OF PROOF AND EVIDENCE .....                    | 23 |
| SECTION 6 - CONDUCT OF DISCIPLINARY APPEAL HEARING.....           | 23 |
| SECTION 7 - HEARING OFFICER'S DECISION .....                      | 23 |
| SECTION 8 - EFFECTS OF CERTAIN DISCIPLINARY ACTIONS .....         | 24 |
| ARTICLE XII CITY RIGHTS .....                                     | 24 |

|   |    |
|---|----|
| SECTION 1 - EXCLUSIVE MANAGEMENT RIGHTS AND AUTHORITY ..... | 24 |
| ARTICLE XIII ASSOCIATION RIGHTS.....                        | 25 |
| SECTION 1 - PERSONNEL FILES.....                            | 25 |
| ARTICLE XIV MODIFICATION AND DURATION.....                  | 25 |
| SECTION 1 - SEVERABILITY .....                              | 25 |
| SECTION 2 - REOPENING OF NEGOTIATIONS.....                  | 26 |
| ARTICLE XV KCPOA RESPONSIBILITIES .....                     | 26 |
| SECTION 1 - SERVICE TO THE COMMUNITY .....                  | 26 |
| ARTICLE XVI DEFINITION OF TERMS .....                       | 26 |
| APPENDIX A.....   | 29 |
| APPENDIX B .....  | 30 |

ARTICLE I  
RECOGNITION

**SECTION 1 - ADMINISTRATION**

- 1.1 The City of King City (hereinafter the "City") recognizes the City of King City Police Officers' Association (hereinafter "KCPOA"), in all matters concerning wages, hours and working conditions for job classification assigned to the KCPOA.
- 1.2 This Memorandum of Understanding (MOU) is all encompassing and supersedes all previous Memoranda of Understanding entered into between the City and KCPOA.
- 1.3 It is agreed that this Memorandum of Understanding (MOU) was negotiated pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and pursuant to Resolution No. 05-4122 Employer- Employee Relations Resolution of the City of King City.
- 1.4 The KCPOA has been recognized by the City as the majority representative of an employee representations unit consisting of permanent and probationary full-time, employees with the classifications of Police Patrol Officer.
- 1.5 Any new, full-time, sworn classification, approved by the City Council, whose position is not supervisory in nature, shall be represented by KCPOA.
- 1.6 The KCPOA recognizes the City Manager and/or designee as the exclusive representative of the City for purposes of executing this MOU.
- 1.7 The City and the KCPOA agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied through City service.

**SECTION 2 - PAYROLL DEDUCTION**

- 2.1 The City agrees to provide a payroll deduction plan for members of the KCPOA with respect to union dues.
- 2.2 KCPOA has the sole and exclusive right to have union dues deducted by the City for all employees in this bargaining unit.
- 2.3 The City shall, without charge, pay to KCPOA upon deduction, all sums so deducted from the wages of employees within this bargaining unit.

ARTICLE II  
COMPENSATION

**SECTION 1 - SALARY**

- 1.1 The City shall increase the base pay of each KCPOA employee twenty percent (20%) over the term of this contract.
- a. A fifteen percent (15%) base pay increase, effective retroactively as of February 1, 2016.
  - b. On July 1, 2016, a two and one half percent (2.5%) base pay increase.
  - c. On July 1, 2017, a two and one half percent (2.5%) base pay increase.

**SECTION 2 - SALARY ADVANCEMENT**

- 2.1 Salary advancement shall mean a pay rate Increase given to an employee, contingent upon an overall rating of "Meets Job Requirements" or better on an annual performance evaluation, within the pay range established for the employee's classification.
- 2.2 Notwithstanding anything to the contrary herein, during the term of this Agreement, there shall be no salary advancements.
- 2.3 The City shall retain the flexibility to hire employees with exceptional skills, experience or qualifications at a pay rate above the Step A.
- 2.4 The City's full time pay range consists of six (6) merit steps, A through F.

**SECTION 3 - ACTING DUTY PAY**

- 3.1 The City Manager may appoint an employee to acting duty status to perform the duties of a higher classification that is a vacant or newly created classification.
- 3.2 An employee may serve in acting duty status only until such time as the City Manager makes a regular appointment to the classification or until such time as the incumbent employee returns to work.
- 3.3 An acting duty appointment may be effective for a period of thirty (30) days. The City Manager may extend an acting duty appointment at his/her discretion.
- 3.4 An employee appointed to acting duty status shall be paid a pay rate not less than the minimum pay rate in the pay range for the acting duty classification, and such acting duty pay rate shall be at least five percent (5%) more than the employee's prevailing pay rate immediately prior to acquiring acting duty status.
- 3.5 An employee shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.

- 3.6 While serving in active duty status, the employee shall continue to be eligible to receive any pay adjustments or advancements granted to the employee's permanent classification.
- 3.7 An employee appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the duration of the assignment at least a scheduled work shift.
- 3.8 An employee has the right to refuse any acting duty assignment in writing, with justification, as determined by the Personnel Officer.
- 3.9 An employee appointed to acting duty status can discontinue the acting duty assignment by notifying the immediate supervisor in writing one (1) week in advance of the employee's intention to return to regular status.
- 3.10 An employee may be removed from acting duty status after serving in the acting assignment for one (1) workweek, at any time, at the discretion of the City Manager.

#### SECTION 4 - WORKDAY

- 4.1 The City and the KCPOA have agreed that the Police Department shall operate on a 3/12 + 8 work schedule. Members assigned to this schedule shall work 80 hours in a designated payroll period, comprised of six 12-hour days and one 8-hour day.
- 4.2 The Chief of Police or designee shall reserve the right to change the standard work period in the event a member of the bargaining unit is assigned to administrative duties; a special assignment is required in order to facilitate the operations of the department; and/or departmental staffing is impacted due to budget reductions or departmental vacancies.

#### SECTION 5 - OVERTIME COMPENSATION

- 5.1 Employees are eligible to receive overtime, in either paid or compensatory form, but no employee shall work overtime unless authorized in advance to do so by the Chief of Police or designee.
- 5.2 Employees shall receive overtime paid at one and one-half (1 ½) times their prevailing pay rate, or compensatory leave time, credited at one and one half (1 ½) hours for the overtime work performed in excess of their designated work day or as follows:
  - a. Work performed in excess of excess of eight (8) hours in a workday in a five (5) day work week.
  - b. Work performed in excess of ten (10) hours in a workday in a four (4) day work week.
  - c. Work performed in excess of twelve (12) hours in a day.
  - d. Work performed in excess of forty (40) hours in a workweek.

## SECTION 6 - HOLIDAY COMPENSATION

- 6.1 Full time employees shall be allowed time off with pay at the employee's straight time hourly rate for any holiday provided in this MOU, unless required to report to work by the department head in order to maintain City services.
- 6.2 Employees required to work on a holiday shall receive either paid time, calculated at one and one-half (1 ½) times their prevailing pay rate, or compensatory leave time, credited at one and one-half (1 ½) hours, for each hour worked on the holiday.

## SECTION 7 - CALLBACK

- 7.1 Employees called back to work after having completed a normal work shift, or those called out during scheduled days off, shall receive a minimum of two (2) hours of overtime compensation.
- 7.2 Overtime compensation shall commence at the time an employee reaches the location(s) where he/she has been directed to report.
- 7.3 Calls to begin a regularly scheduled shift more than one hour prior to the start time of the scheduled shift shall be deemed callbacks.
- 7.4 Calls to return to work that are received more than one hour after the regularly scheduled end of a shift shall be deemed a callback.
- 7.5 Telecommunication contacts, initiated by the City after the completion of the employee's work shift, shall be deemed a callback if, and only if, such contacts require a response exceeding 15 minutes.

## SECTION 8 - LONGEVITY PAY

- 8.1 The City agrees to pay longevity pay to all members affected by this MOU at 5% of the employee's prevailing pay rate for service in excess of 3.5 years.

## SECTION 9 - UNIFORM/EQUIPMENT ALLOWANCE

- 9.1 Regular, full-time police personnel required to maintain uniforms and equipment in the performance of their duties shall receive an annual allowance of seven hundred dollars (\$700.00) to be paid in 24 equal installments during the calendar year.
- 9.2 Allowances may be used to acquire and maintain the specific departmental uniform in a neat and proper manner, including any and all officer equipment, uniform supplies or weapons.
- 9.3 Upon requested justification by the employee, the City shall supply a new uniform no more than twice each calendar year. This determination shall be made by the Police Chief and approved by the City Manager.
- 9.4 Newly appointed, sworn personnel shall be issued a service pistol, holster and set of hand cuffs, per City standard issue, at City expense.

- 9.5 All safety equipment required by law and furnished by the City shall be maintained by the City and shall remain the property of the City.
- 9.6 Employees assigned to patrol shall be permitted to wear tactical dress uniforms during duty hours.

#### SECTION 10 – COURT PAY

- 10.1 The City shall compensate employees as follows:
- a. For actual court appearance in the City of King City during non-duty hours, three (3) hours minimum of overtime compensation, at time and one-half (1 ½) rate.
  - b. For actual court appearance outside the incorporated limits of the City of King City, during non-duty hours, four (4) hours minimum of overtime pay, at time and one-half rate.
- 10.2 Overtime compensation, in either paid or compensatory form, shall be at the election of the employee.
- 10.3 Court appearance within one (1) hour prior to or after the employee's regularly scheduled workday shall be paid at the time and one-half (1 ½) rate. The hourly court minimum does not apply.
- 10.4 Employees, placed on standby by the court, shall receive a minimum of two (2) hours overtime compensation at the time and one-half (1 ½) rate.
- 10.5 Should an employee on callback, pursuant to Section 6, be called to court, then Section 9 of this article shall apply, and overtime shall be paid in accordance with that Section.

#### SECTION 11 - ASSIGNMENT PAY FOR FIELD TRAINING OFFICER

- 11.1 The assignment of Field Training Officer (FTO) is hereby established.
- 11.2 Field Training Officers shall be assigned at the discretion of the Chief of Police or designee, and officers so assigned must possess an FTO Certification.
- 11.3 An officer assigned as a Field Training Officer shall receive assignment pay at 5% of the employee's prevailing pay rate per month, while working as an FTO. The assignment pay shall cease when the employee is not assigned FTO duties.
- 11.4 The Chief of Police or designee may assign an employee, utilizing a selection method exclusively at the Chiefs discretion.
- 11.5 The assignment of FTO may be removed from a member at the discretion of the Chief of Police or designee and, unless specifically stated as such, removal of the assignment is not punitive in nature.

## SECTION 12 - ASSIGNMENT PAY FOR INVESTIGATOR

- 12.1 The assignment of Investigator is hereby established.
- 12.2 Investigators shall be assigned at the discretion of the Chief of Police or designee.
- 12.3 An officer assigned as an Investigator shall receive assignment pay at 5% of the employee's prevailing pay rate per month, while working as an investigator. The assignment pay shall cease when the employee is not assigned Investigator duties.
- 12.4 The Chief of Police or designee may assign an employee, utilizing a selection method exclusively at the Chief's discretion.
- 12.5 The assignment of investigator may be removed from a member at the discretion of the Chief of Police or designee and, unless specifically stated as such, removal of the assignment is not punitive in nature.

## SECTION 13 - RESIDENCY REQUIREMENT/COMPENSATION

- 13.1 All members of KCPOA must live within a 75 mile radius of the City limits.
- 13.2 Probationary employees must meet this requirement as a condition of passing probation.
- 13.3 All members of KCPOA, residing within the legally designated sphere of influence of the City of King City, shall be compensated an additional \$150/month.

## SECTION 14 - BILINGUAL PAY

- 14.1 The City shall provide bilingual incentive pay, in the amount of \$150 per month, to those employees who pass a bilingual proficiency test.
- 14.2 Proficiency tests shall be given annually, at City expense, to those employees requesting proficiency certification.

## SECTION 15 - REIMBURSEMENT FOR DAMAGED PERSONAL ITEMS

- 15.1 The City recognizes that certain Items or personal property may become damaged during the course of regular police duties.
- 15.2 The City shall consider replacement of any such items, on a case by case basis, upon recommendation by the Police Chief, provided that such damage occurs while said officer is in the performance of his/her police duties.

## SECTION 16 - EDUCATION PAY

- 16.1 Employees who receive educational degrees or certificates that clearly allows the employee to accept and perform additional task and responsibilities in their job category will be paid an

education allowance in addition to their base pay. Degrees and/or certificates that are a part of the minimum requirement for a job are specifically excluded from qualifying an employee for this allowance. Each employee will develop and submit an educational plan to their supervisor for review by management. The Employee and the City will jointly review the employee's educational plans, review scheduling and agree on a written plan as part of their annual Performance Evaluation. In order to promote diversity of study, the following requirements will apply:

|   |    |
|---|----|
| AA or POST intermediate Certification   | 3% |
| BA or POST Advance Certification  | 5% |
| Provided that any Bachelor's degree be of a different major than any<br>AA degree |    |
| MA  | 5% |

It will be up to the department manager, with concurrence of the City Manager, to determine, in advance, if a degree or certificate qualifies the employee for this allowance.

ARTICLE III  
EMPLOYEE PERFORMANCE

**SECTION 1 - PERFORMANCE EVALUATION**

- 1.1 A written performance evaluation shall be completed within thirty (30) days prior to the employee's merit date.
- 1.2 The performance evaluation shall be in a form approved by the City Manager, and shall be signed by the employee, the employee's supervisor, Police Chief and City Manager.
- 1.3 Each employee's performance evaluation shall be discussed with the employee.

**SECTION 2 - PROBATIONARY STATUS**

- 2.1 Initial appointments to a position shall be subject to a probationary period of twelve (12) months.
- 2.2 The probationary period may be extended by the Chief of Police, upon approval of the City Manager, for a period not to exceed six (6) months, should the Chief of Police find that conditions warrant such an extension.
- 2.3 During the probationary period, the employee may be terminated at any time, without cause and without the right of appeal. Written notice of release shall be furnished by the Chief of Police.

**SECTION 3 - PROMOTIONAL STATUS**

- 3.1 Promotional appointments shall be tentative and subject to a probationary period of twelve (12) months.

- 3.2 The probationary period may be extended for a period of six (6) months, should the Chief of Police find that conditions warrant such an extension.
- 3.3 During the promotional probationary period, or any extension thereof, the employee may be reduced to previous rank in the promotional-appointed position by the Chief of Police without cause, notice of hearing or appeal.
- 3.4 The Chief of Police or the employee's immediate supervisor, prior to the expiration of the probationary period or any extension thereof, shall serve written notice of such action upon the employee.

ARTICLE IV  
BENEFITS

SECTION 1 - HEALTH INSURANCE

- 1.1 The city will maintain health insurance for employees and their eligible dependents that provides at least the same level of benefits as provided as of 12/31/2007.
- 1.2 The City shall provide employees with health insurance (medical, dental and optical) for each full-time employee and eligible dependents.
- 1.3 Effective July 1, 2005, the City shall pay 100% of the premium charged the City for employees by its elected plan carrier for employee coverage; employees shall pay one flat fee of \$137.50 per month for dependent coverage and \$100.00 for insurance without dependents.
- 1.4 Spouse, domestic partner and dependent coverage shall continue to be available as provided through the City's plan. An employee's spouse, domestic partner and I or dependent children under age twenty-six (26) who have never been married, as well as children over age twenty-six (26) who have never been married and are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26), are currently eligible to be enrolled.

SECTION 2 - EMPLOYEES' ASSISTANCE PROGRAM (EAP)

- 2.1 The City shall offer Employees' Assistance Program in categories to include marriage, family/relationship problems, alcohol/drug abuse, legal matters, financial and credit problems, child care consultation and elder care.
- 2.2 Services shall be provided as defined in the EAP pamphlet on file with the City's personnel officer.

SECTION 3 - PUBLIC EMPLOYEE'S RETIREMENT SYSTEM (P.E.R.S.)

- 3.1 The City shall enroll all classic employees in the 2% at 50 Plan including, but not limited to the following specific optional public agency contract provisions:

- a. A lump sum death benefit of \$500;
- b. Final compensation calculated as an average of the last consecutive, 36 months of salary; and
- c. Retirement COLA maximum of 2%.

3.2 Classic employees shall pay 9% of their monthly, pensionable compensation.

3.3 All employees hired on, or after, January 1, 2013 shall be enrolled in CalPERS retirement formula 2.7% at 57 Plan, commonly known as PEPRA. PEPRA employees shall pay 50% of the total normal cost, which shall be determined and set by CalPERS each year.

#### SECTION 4 - DEFERRED COMPENSATION PROGRAMS

4.1 The City shall offer deferred compensation programs to employees in the KCPOA as a voluntary employee election.

#### SECTION 5 - STATE DISABILITY INSURANCE

5.1 The City shall enroll employees in the State disability program.

5.2 The City shall pay 100% of the employee's share of State Disability Insurance.

### ARTICLE V LEAVES

#### SECTION 1-ANNUAL LEAVE

1.1 The City shall provide employees with annual leave as defined herein.

1.2 Annual leave shall be defined as the periods of approved absence with pay from regularly scheduled work.

1.3 Unless the employee's use of annual leave interferes with departmental operations, the department head shall permit employees to use annual leave at the employee's discretion.

1.4 Employees shall be credited with annual leave at the following rates:

a. Vacation

(1) For employees with less than five (5) years' service, 80 hours per year accumulated to a maximum of 240 hours.

(2) For employees with five (5) or more years' service, 120 hours per year accumulated to a maximum of 360 hours.

(3) For employees with ten (10) or more years' of service, 144 hours per year accumulated to a maximum of 420 hours.

- (4) For employees with fifteen (15) or more years' of service, 168 hours per year accumulated to a maximum of 500 hours.
- (5) For employees with twenty-five (25) or more years' of service, 200 hours days per year accumulated to a maximum of 600 hours.
- (6) Employees shall not take vacation until employed by the City for six (6) months.
- (7) Requests for vacation leave must be pre-approved by the employee's supervisor and department head. The City encourages employees to take a minimum of ten (10) days of vacation leave, and the City shall not unreasonably deny vacation requests.
- (8) Vacation accrued in excess of the maximum hours per service years must be used within 90 days of such accrual or forfeited. Exceptions to this rule must be approved, in writing, by the City Manager.
- (9) POA members agree to voluntarily take a minimum of 10 vacation days off annually, taking care to do so in a manner that minimizes operational impact. (Assuming the officer has sufficient minimums to meet this provision.)

b. Sick Leave

- (1) All full time employees shall receive 96 sick leave hours per year, accrued at 3.69 hours per payroll period.

c. Floating Holidays

- (1) Employees shall be credited with three floating holidays (24 hours) on January 1 of each calendar year.
- (2) Floating holidays not taken within the calendar year, January 1 through December 31, shall be forfeited.
- (3) The Chief of Police, upon approval of the City Manager, may authorize conversion of these hours to cash, if, in the opinion of the Chief of Police, such hours cannot be used due to staffing limitations.

- 1.5 Employees shall not accrue vacation or sick leave during any unpaid leave of absence.
- 1.6 Employees shall not use less than one (1) hour of leave at any one time.
- 1.7 Upon termination of employment, the employee shall be compensated 100% for any unused vacation leave. The value of this unused vacation leave shall be calculated at the employee's existing pay rate on the date of the employee's separation from City service.

- 1.8 Upon termination of employment, the employee shall be compensated for 50% of any unused sick leave. The value of this unused sick leave shall be calculated at the employee's existing pay rate on the date of the employee's separation from City service.

## SECTION 2 - SICK LEAVE

- 2.1 Employees may not use sick leave at their discretion. Sick leave may be used only in cases of actual personal sickness, quarantine, sickness in the immediate family where the employee must provide care to the immediate family member. Sick leave may also be used for medical, dental and optical appointments.
- 2.2 When an employee uses sick leave, the City Manager may require the employee to present, upon return to work, a personal certification and/or doctor's verification indicating that the employee is capable to return to work. In administering this, the City shall, at all times, to the maximum extent possible, respect the privacy of the employee.
- 2.3 When an employee uses sick leave in excess of three (3) consecutive workdays, the employee shall present upon return to work a medical certification signed by a physician or licensed medical practitioner verifying the employee's illness.
- 2.4 When an employee wishes to use accrued sick leave, the employee shall notify the supervisor before, or within one (1) hour after the time set for beginning the work period, of the intended absence due to sickness, unless the employee is incapacitated and physically unable to provide the required notification.
- 2.5 An employee on sick leave shall regularly inform his/her supervisor of their physical condition.

## SECTION 3 - COMPENSATORY LEAVE

- 3.1 Reasonable requests for use of compensatory leave shall not be denied.
- 3.2 Employees shall not use less than one (1) hour of compensatory leave at any one time.
- 3.3 Employees may use compensatory leave in conjunction with any other authorized paid leave with approval of the department head.
- 3.4 The City shall not require an employee to use compensatory time within the same pay period in which it was earned.
- 3.5 An employee may carry to the next calendar year a maximum of eighty (80) hours of compensatory leave. Exceptions to this policy may be approved by the City Manager, upon recommendation of the department head.
- 3.6 When an employee separates from the City service for any reason, the employee shall be compensated for any accrued compensatory leave at the employee's rate of pay at the date of separation.

#### SECTION 4 - HOLIDAY LEAVE

4.1 The City shall provide employees holiday pay as stated herein.

4.2 The following days shall be approved City holidays:

January 1 (New Year's Day)

The third Monday in January (Dr. Martin Luther King, Jr. Day)

The third Monday in February (President's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

Columbus Day (Celebrated in October consistent with Federal holiday)

November 11 (Veteran's Day)

Thanksgiving Day

Day after Thanksgiving

December 24 (Christmas Eve)

December 25 (Christmas)

4.3 Every day proclaimed by the President, Governor or Mayor of this City as a public holiday.

4.4 Employees required to report to work on the aforementioned designated City holidays shall receive an additional four (4) hours of compensatory time in addition to their base pay rate for each holiday worked.

#### SECTION 5 - BEREAVEMENT LEAVE

5.1 Employees shall be entitled to a maximum of five (5) days bereavement leave per Incident.

5.2 Eligibility for bereavement leave shall apply to the death of immediate family members, as defined herein.

#### SECTION 6 - WORKER COMPENSATION LEAVE

6.1 Members shall be entitled to industrial injury or illness disability benefits according to California Labor Code Section 4850.

#### SECTION 7 - MILITARY LEAVE

7.1 The City shall grant military leave to employees as provided in the California Military and Veterans Code Sections 389 through 295.4.

7.2 Employees on ordered military leave shall receive monthly salary and benefits based upon the following schedule:

a. 3 months of continued salary and benefits for 1-5 years of service.

b. 6 months of continued salary and benefits for 6-15 years of service.

- c. 12 months of continued salary and benefits for 16 or more years of service.

**SECTION 8 - LEAVE OF ABSENCE WITHOUT PAY/ FAMILY MEDICAL LEAVE ACT/ CALIFORNIA FAMILY RIGHTS ACT**

- 8.1 The City has the authority to grant or deny an employee's request for leave of absence from work without pay, except that the City shall not unreasonably deny a request for unpaid leave due to the medical disability of the employee or a member of his/her immediate family.
- 8.2 An employee on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over 60 days. After the expiration of the unpaid leave, the employee shall be assigned to his/her former classification.
- 8.3 Probationary employees are not eligible for unpaid leaves of absence, except as required by law. The employee requesting the leave shall state in writing the reasons for the request. In all cases, the City Manager shall retain exclusive authority for approving such leave and its duration. The employee shall have no appeal rights with respect to this decision.
- 8.4 The City shall comply with the Family Medical Leave Act of 1993 in all respects.
- 8.5 The City shall comply with the California Family Rights Act of 1993 in all respects.

**SECTION 9 - TRAINING LEAVE**

- 9.1 The City may grant a maximum of forty (40) hours of paid leave per fiscal year for employees who attend law enforcement training at their own expense. This leave shall not be deducted from any other leave due the employee.
- 9.2 All training requests shall be approved by the Chief of Police or designee.
- 9.3 Duty days and Required Days Office (ROO's) will be adjusted to accommodate the training schedule.

**SECTION 10 - TIME OFF FOR VOTING**

- 10.1 The City shall provide employees with time off for voting.
- 10.2 When an employee claims not to have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, with the approval of supervisor, use working hours which enable the employee to vote.
- 10.3 The supervisor may not authorize an employee to use more than two (2) hours from work with pay for voting.
- 10.4 The authorized time for voting shall be at the beginning or end of work period only, whichever allows the employee the most time for voting and the least time *away* from work.

- 10.5 If the employee knows or has reason to believe that time off for voting shall be necessary on election day, the employee must notify his/her supervisor of that fact at least two (2) days in advance.

#### SECTION 11 - STEWARD LEAVE

- 11.1 A designated KCPOA steward shall be granted permission, during the course of a work day, to meet, confer *with*, and/or represent an employee on any/all matters within the scope of this Memorandum of Understanding (MOU).
- 11.2 Steward leave shall be paid time, if granted during a normal business day.
- 11.3 Under no circumstances shall the City grant overtime, in either paid or compensatory form, for steward leave.

### ARTICLE VI LAYOFF

#### SECTION 1 - PREREQUISITE FOR LAYOFF

- 1.1 When, as a result of a reduction in workforce (RIF), it becomes necessary to initiate a layoff of employees affected by this MOU, the following conditions, contained within this Section, shall be prerequisite to such a layoff:
- 1.2 All non-classified part-time, temporary, seasonal and/or recurrent and probationary employees working in the class shall have been released from the class first.
- 1.3 All employees in the class have been given the opportunity to seek lateral transfer to existing vacant positions. Such transfer requests shall not be denied except for just cause. The employee shall be required to meet the minimum standards of the class.
- 1.4 Management shall meet and consult with the representative of KCPOA on alternative courses of action to avoid such layoff.
- 1.5 Notice of actual layoff shall be given no less than forty-five (45) calendar *days* before the date of implementation.
- 1.6 Notice of layoff shall include: classification where layoff is to occur; seniority list by total continuous City seniority of employees in the affected class; list of current vacancies in all classes represented by this MOU.
- 1.7 Separate notice to any employee in the class who has two (2) or more below standard evaluations within the preceding three (3) years.

## SECTION 2 - ORDER OF LAYOFF

- 2.1 Employees who have two (2) or more below standard annual evaluations within the preceding three (3) years shall be laid off first.
- 2.2 Next layoff shall occur on the basis of City-wide seniority, the least senior employee based on total continuous employment shall be laid off first and any subsequent layoff shall proceed to the next, least senior employee.
- 2.3 Where the total and continuous employment of two (2) employees are of the same length, the seniority shall be decided by drawing lots.

## SECTION 3 - VOLUNTARY DEMOTION

- 3.1 An employee affected by a Reduction in Force (RIF) may choose voluntary demotion to avoid layoff.
- 3.2 Such voluntary demotion may be to a lower or equal class of previous standing or to a lower or equal class in the same occupational grouping.
- 3.3 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article. However, in no event can an employee displace someone with more seniority except as permitted by Section 2.1 of this Article.

## SECTION 4 - RECALL

- 4.1 Employees who laterally transfer, take a voluntary demotion or are affected by a Reduction in Force pursuant to the provisions of this Article, shall have their names placed on a recall list for the classification of original standing.
- 4.2 Such a list shall be Inverse order of layoff, lateral transfer or demotion.
- 4.3 The recall list shall be maintained by the City Manager and shall be used when any vacancy for that class is to be filled.
- 4.4 The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever occurs first.
- 4.5 The appointing authority shall offer appointment to the first name on said list. If the individual accepts, he/she shall be appointed within sixty (60) days.
- 4.6 The employee *may* be required to take a medical examination to ensure that the employee is capable of performing the duties of the class.
- 4.7 The individual shall be required to meet the minimum standards of the class.

ARTICLE VII  
NON-DISCRIMINATION

The City shall not discriminate in the treatment of an employee on the basis of race, color, religion, gender, political party or activity, national origin, sexual preference, age, marital status, medical condition (cancer related), pregnancy, or pregnancy related conditions, physical or mental disability, KCPOA activity or KCPOA membership.

ARTICLE VIII  
HEALTH AND SAFETY

SECTION 1 - SAFETY RESPONSIBILITIES

- 1.1 The City and the KCPOA shall make a good faith effort to provide and maintain a safe and healthful place of employment.
- 1.2 Employees shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by law, occupational safety or health standard, City safety order, or safety rules and regulations. Employees shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.
- 1.3 The City shall not require nor permit any employee to enter in any employment or job site which is not reasonably safe and healthful.
- 1.4 The City shall not discipline any employee for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated, and if such violation would create a real hazard to the individual employee.

ARTICLE IX  
GRIEVANCE PROCEDURE

SECTION 1-GRIEVANCE DEFINED

- 1.1 Grievance shall be defined as a complaint by an employee that there has been a violation of this MOU.
- 1.2 The employee, or employees bringing such a claim, shall state in writing, the manner in which the violation affects their wages, hours, working conditions, or job security as specified in this MOU.

SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE

- 2.1 When an employee has a complaint, the employee and/or the employee's designated representative shall first informally discuss the matter with the employee's immediate supervisor within ten (10) working days from the incident or decision generating the grievance.

- 2.2 If after discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee and/or employee's designated representative shall have the right to discuss the complaint with the supervisor's immediate superior.
- 2.3 If after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal, written grievance pursuant to Section 3 of this Article.

### SECTION 3 - FORMAL GRIEVANCE PROCEDURE

- 3.1 A formal grievance process shall be used to resolve an employee's complaint not satisfactorily resolved through Section 2 of this Article.
- 3.2 An employee shall have the right to present a formal grievance, in writing, within five (5) working days after an unsuccessful resolution of the informal grievance with the immediate supervisor and the immediate supervisor's superior.
- 3.3 All formal grievances shall state in writing the violation of this MOU and the manner in which it affects the employee's wages, hours, working conditions or job security.
- 3.4 The formal grievance shall be presented to the employee's supervisor, who shall discuss the grievance with the employee and/or the employee's designated representative, within five (5) working days after receipt of the formal grievance.
- 3.5 Within ten (10) working days of this discussion, the supervisor shall render a written decision regarding its merits.
- 3.6 If the supervisor's decision does not satisfactorily resolve the complaint, the employee and/or employee's designated representative may present the formal grievance to the City's designated Employee Relations Officer within ten (10) working days of receipt of the supervisor's decision.
- 3.7 The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the employee does not seek further review of the grievance within ten (10) working days after the receipt of the decision of the supervisor.
- 3.8 Failure of the supervisor to render a written decision on the grievance within ten (10) working days constitutes a decision denying the grievance.
- 3.9 When the employee presents a formal grievance to the designated Employee Relations Officer, the Employee Relations Officer shall discuss the grievance with the employee and/or the employee's designated representative.
- 3.10 Within ten (10) working days after receipt of the formal grievance, the Employee Relations Officer shall render a written decision regarding its merits.
- 3.11 If the decision of the Employee Relations Officer does not resolve the complaint, the employee and/or the employee's designated representative may present the formal grievance to the City Manager within ten (10) working days of receipt of the Employee Relations Officer's decision.

- 3.12 The grievance shall be considered resolved, and no further review of the subject matter of the grievance shall be permitted under this Article if the employee does not seek further review of the grievance within ten (10) working days after receipt of the decision of the Employee Relations Officer.
- 3.13 When the employee presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the employee and/or the employee's designated representative.
- 3.14 Within ten (10) working days after receipt of the grievance, the City Manager shall render a written decision regarding its merits.
- 3.15 The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative procedures.
- 3.16 Should the City Manager fail to render a written decision within ten (10) working days, the employee may consider the administrative procedures completed and file for redress of grievances.
- 3.17 If the decision of the City Manager does not resolve the grievance to the employee's satisfaction, the employee, may seek redress of grievances through regular legal channels.

#### SECTION 4 - NON-DEPARTMENTAL GRIEVANCES

- 4.1 Grievances resulting from decisions or actions outside the departmental chain-of- command shall be initiated first at the department from which a complaint generates, and shall follow the procedures as detailed in Section 2 and 3 of this Article.
- 4.2 When the grievance involves an action or decision of the Personnel Officer, the grievance shall be informally discussed with the Personnel Officer. If the informal discussion does not satisfactorily resolve the grievance, the formal grievance procedure detailed in Section 3 will be initiated with the Personnel Officer and/or City Manager, as appropriate.

#### SECTION 5 - REPRISALS

- 5.1 The City shall not institute any reprisals against any employee or designated representative resulting from the use of the grievance procedure.
- 5.2 The City Manager may designate a third party to serve as the final reviewer for employee grievances.

**ARTICLE X**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1 - JUST CAUSE**

- 1.1 An employee may be suspended without pay, demoted or discharged for just cause.
- 1.2 Discipline may be achieved through a permanent or temporary decrease in a step without any loss of work by the employee.
- 1.3 A step decrease shall not affect the employee's merit date.
- 1.4 Employees, other than probationary, shall have the right of appeal pursuant to Article X of this MOU.

**SECTION 2 - CAUSES FOR DISCIPLINARY ACTION**

- 2.1 The following types of employee conduct may result in disciplinary action up to and including termination. These types are listed only as examples, and are not representative or inclusive of all issues that may lead to disciplinary action.
  - a. Omission or willful misrepresentation of material fact or other fraud in securing employment.
  - b. Substandard performance of work duties and responsibilities.
  - c. Neglect of duties.
  - d. Insubordination or willful disobedience.
  - e. Conduct unbecoming the officer or which brings discredit to the City or Department.
  - f. Improper use of drugs, including drunkenness on duty; use of illicit drugs while on duty; improper use of prescription medication which can affect performance and judgment while on duty; inability to properly perform work duties as a result of prior drug or alcohol abuse as defined in and under compliance with ADA regulations.
  - g. Unexcused absence from duty, including but not limited to participation in unlawful strikes or other job actions, such as sick-ins, blue flu, etc.
  - h. Conviction of a felony or misdemeanor involving moral turpitude where the conviction impairs the employee's ability to perform regular job duties. A plea or verdict of guilty, or a conviction following a plea of nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
  - i. Discourteous treatment of the public or other employees.

- j. Continued inability to work effectively and amicably with other employees of the department or those contacted in the course of business, which conduct adversely impacts the operations of the department.
- k. Misuse or theft of City property.
- l. Inconsistent, incompatible, or conflicting outside employment activity, or enterprise that the employee fails to relinquish after notice to cease.
- m. Violation of an established departmental rule.
- n. Other failure of good behavior either during or outside of duty hours that is of such a nature that it causes discredit to the employee's department or employment.
- o. Excessive absenteeism or tardiness.
- p. Violation of safety rules and regulations.

### SECTION 3 - WRITTEN NOTICE OF DISCIPLINARY ACTION

- 3.1 Written notice of proposed or final disciplinary action shall be served on the employee either by personal service or by certified U.S. Mail, addressed to the employee at his or her last known address.
- 3.2 Such notice shall include a statement of the reason(s) for the proposed or final disciplinary action, the charge(s) on which the action is based, and the proposed or final discipline.
- 3.3 Service shall be deemed complete on the day the employee is personally served, or if service is by certified mail, two days after the notice is deposited in the U.S. Mail.
- 3.4 Written notice of proposed or final disciplinary action is not necessary for oral and written warnings.

### SECTION 4 - EMPLOYEE REVIEW

- 4.1 At the time written notice of proposed or final disciplinary action is served on the employee, the employee shall be supplied with a copy of the documents and materials upon which the proposed or final disciplinary action is based.

### SECTION 5 - ADMINISTRATIVE APPEAL

- 5.1 The employee may appeal a final disciplinary action to an administrative hearing before the City Manager by providing a written request to the City Manager within ten (10) working days after the notice of final disciplinary action has been served upon the employee as provided in Section 3. The appeal must be in writing and state specifically the reason(s) upon which the appeal is based and the relief being sought. Failure to file an appeal within such time period constitutes a waiver of the right to appeal.

- 5.2 The City Manager or his/her designee shall conduct an administrative hearing on the appeal filed within thirty (30) days after receipt thereof. The hearing may be continued either for the convenience of the employee or the City Manager or his/her designee, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing, or any continuance thereof, will be served either personally or by certified U.S. Mail. Such hearings will be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of the Government Code of the State of California. The parties may submit all proper and competent evidence against or In support of the causes.

#### SECTION 6 - REPRESENTATION

- 6.1 Any City employee other than those appointed to a management mid-management or confidential classification shall be permitted to represent another City employee at the administrative hearing of the appeal.
- 6.2 The appellant shall appear in person at the administrative hearing and may be represented by counsel, a labor representative, or a City employee as provided in Section 6.1 above.
- 6.3 Such notice of representation must be submitted in writing by the appellant to the City Manager at least five (5) days prior to the scheduled appeal hearing.

#### SECTION 7 - NOTICE TO WITNESSES

- 7.1 The City Manager or his/her designee shall issue notices for the appearance of witnesses for the appellant upon the appellant's written request and at appellant's cost.
- 7.2 The City Manager or his/her designee may require such costs to be prepaid. Failure to respond to appear as a witness by a City employee shall constitute an act of insubordination and may subject sue employee to disciplinary action.

#### SECTION 8 - FAILURE OF EMPLOYEE TO APPEAR AT HEARING

- 8.1 Failure of the appellant to appear at the administrative hearing shall be deemed a withdrawal of the appeal and the disciplinary action shall be final.

#### SECTION 9 - RELEASE OF INFORMATION

- 9.1 No information shall be released relative to disciplinary action against employees without prior approval of the City Manager and In accordance with applicable State and Federal law.

#### SECTION 10 - DECISION

- 10.1 The City Manager or his/her designee shall render a written decision within fifteen (15) working days after conclusion of the administrative hearing. The City Manager's or his/her designee's decision shall be final and conclusive. A copy of the decision shall be served on the employee either by personal service or by certified U.S. Mail.

- 10.2 If the disciplinary action against the employee is reversed or modified by the City Manager or his/her designee, the employee may be compensated, in whole or in part, for the time lost as determined exclusively by the City Manager.

#### SECTION 11 - PROVISIONS NOT APPLICABLE

- 11.1 The provisions of this Article do not apply to reductions in force, reductions in pay, or reassignments to other classifications that are each part of a general plan to reduce or adjust salaries or positions as the result of budgetary or work considerations which are not the result of disciplinary action.

### ARTICLE XI APPEAL PROCEDURES

#### SECTION 1 – REQUEST FOR DISCIPLINARY APPEAL HEARING

- 1.1 A non-probationary employee, who believes he or she has been suspended for 5 days or more, demoted, or terminated without alleged just cause shall have the right to appeal the imposition of that disciplinary action to advisory arbitration pursuant to this Article.
- 1.2 When an employee or the employee's representative or legal counsel requests a disciplinary appeal hearing, the request shall be in writing, signed by the employee, and provided to the Employee Relations Officer within ten (10) working days after notice of final disciplinary action has been served upon the employee as provided in Article X, Section 3. Any such request shall be addressed to the Employee Relations Officer and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee.
- 1.3 Unless requested to be open to public by the employee all disciplinary appeal hearings shall be conducted in private.
- 1.4 If the employee fails to request a disciplinary appeal hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

#### SECTION 2 - SCHEDULING OF DISCIPLINARY APPEAL HEARING

- 2.1 The City shall schedule any disciplinary appeal hearing within a reasonable time after receipt of the employee's request by the Employee Relations Officer, considering the availability of a hearing officer, the convenience of the employee and the witnesses, if any.
- 2.2 The parties, in good faith, will seek to have the full evidentiary arbitration commenced within 60 days of receipt of the employee's notice of appeal of final discipline, and completed within 90 days. This timeline is not binding, but will provide a guideline the parties will in good faith seek to meet.

### SECTION 3 - HEARING OFFICER

- 3.1 The hearing officer shall be a neutral third party for appeals involving demotion or termination.
- 3.2 The hearing officer shall be selected by mutual agreement.
- 3.3 The parties agree to split the cost of the hearing officer.

### SECTION 4 - REPRESENTATION AT DISCIPLINARY APPEAL HEARING

- 4.1 The employee shall appear in person at the disciplinary appeal hearing and may be represented by KCPOA, legal counsel, or a representative of his or her choice.
- 4.2 The employee and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

### SECTION 5 - BURDEN OF PROOF AND EVIDENCE

- 5.1 The City shall have the burden of proof at the disciplinary appeal hearing and shall be required to prove the charges against the employee by a preponderance of the evidence.
- 5.2 The arbitrator does not need to conduct the hearing according to the technical rules of evidence but may use them as a guide. Further, the arbitrator can allow hearsay only when used to corroborate direct evidence.

### SECTION 6 - CONDUCT OF DISCIPLINARY APPEAL HEARING

- 6.1 The conduct of the disciplinary appeal hearing shall be under the control of the hearing officer with due regard for the rights and privileges of both parties.
- 6.2 During the examination of a witness, the hearing officer may exclude from the hearing, any and all witnesses.
- 6.3 The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.
- 6.4 Disciplinary hearings shall be recorded.

### SECTION 7 - HEARING OFFICER'S DECISION

- 7.1 Within forty-five (45) calendar days after the disciplinary appeal hearing, the hearing officer shall issue a non-binding written decision containing findings of fact and conclusions of law.
- 7.2 The City Manager may adopt, reject, or modify the decision, or request additional evidence as deemed necessary, but shall issue a final administrative decision within forty-five (45) calendar days of receipt of the hearing officer's proposed decision.

- 7.3 Per CCP section 1094.5, et seq., within 90 days of receipt of the City Manager's final administrative decision, either party may challenge the final administrative decision via writ of administrative mandamus.

#### SECTION 8 - EFFECTS OF CERTAIN DISCIPLINARY ACTIONS

- 8.1 The provisions of the Public Safety Officers Procedural Bill of Rights (California Government Code Sections 3300-3311) and other applicable state laws and court decisions shall determine the effects of any disciplinary action taken with respect to employees represented by this Memorandum of Understanding.

### ARTICLE XII CITY RIGHTS

#### SECTION 1 - EXCLUSIVE MANAGEMENT RIGHTS AND AUTHORITY

- 1.1 The City shall retain the exclusive right to manage and direct the performance of City services and the work force performing such services.
- 1.2 The following matters shall be within the exclusive management authority of the City.
- a. Determine issues of public policy;
  - b. Determine and change the facilities, methods, means and personnel by which City operations are to be conducted;
  - c. Expand or diminish City services;
  - d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in providing all City services. including but not limited to the right to contract or outsource any work or operation;
  - e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, *and* to establish and change work assignments;
  - f. Determine job classifications;
  - g. Appoint, transfer, promote, demote, and lay off employees for lack of work or financial resources;
  - h. Initiate disciplinary action;
  - i. Determine policies, procedures, and standards for-selection, training and promotion of employees;
  - j. Establish employee standards, including but not limited to quality and quality standards;

- k. Maintain the efficiency of governmental operations;
  - l. Exercise complete control and discretion over its organization, and the technology of performing its work and services;
  - m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
  - n. Determine any and all necessary actions to carry out its mission in emergencies.
- 1.3 The exclusive decision making authority of the City and Its management on matters involving City rights and authority shall not, in any way, directly or indirectly, be subject to the grievance procedure.

ARTICLE XIII  
ASSOCIATION RIGHTS

SECTION 1 - PERSONNEL FILES

- 1.1 Employees, or KCPOA representatives with written permission from the employee, may inspect the employee's personnel files upon request to the Chief of Police.
- 1.2 Such requests shall be made at reasonable Intervals within regular working hours.
- 1.3 Copies of the personnel file contents shall be provided to the employee at no cost.
- 1.4 Employees shall be notified if a member of the public requests information from the employee's file.

ARTICLE XIV  
MODIFICATION AND DURATION

SECTION 1 - SEVERABILITY

- 1.1 Notwithstanding any other provisions of this MOU, in the event that any Article, Section, or Subsection of this MOU shall be declared invalid by any court or by any State or Federal law or regulation, or should a decision by any court or any State of Federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the Association shall meet and confer on the affected Article, Section or Subsection. In such event, all other Articles, Sections or Subsections of this MOU not affected shall continue in full force and effect.

## SECTION 2 - REOPENING OF NEGOTIATIONS

- 2.1 The POA agrees to the health care re-opener in 2017, understanding that it is just an agreement to discuss health care during the term of the MOU if requested, and is not an agreement to changes.

## ARTICLE XV KCPOA RESPONSIBILITIES

### SECTION 1 - SERVICE TO THE COMMUNITY

- 1.1 Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the King City Police Officers' Association agrees that it will take all reasonable steps to cause the employees represented by this Agreement individually and collectively, to perform all police duties.
- 1.2 The KCPOA, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.
- 1.3 The KCPOA, further agrees that it shall not encourage any strikes, sit-down, stay-ins, slow-downs, speed-up, stoppages of work, malingering or any acts that interfere in any manner or to any degree with the continuity of the police services.

## ARTICLE XVI DEFINITION OF TERMS

### ACTING DUTY

The temporary assignment of an employee to a higher paid classification to perform the major, essential duties of the classification.

### CLASSIFICATION

A position or positions that describes the duties, responsibilities and qualifications for that classification.

### WORKDAY

A calendar day of 24 hours.

### DEPARTMENT HEAD

An individual assigned to any of the following classifications: City Manager, Chief of Police, Administrative Services Manager.

### EMPLOYEE

An individual compensated through the City payroll and appointed to one of the classifications listed in Appendix A.

**FULL-TIME**

The work period of an employee in the classified service in a classification approved by the City Council to work 40 hours in a designated work week.

**IMMEDIATE FAMILY**

Shall include an employee's spouse, domestic partner as defined by law, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, the employee's spouse's children or any relative, including a foster child, living in the immediate household.

**LEAVE**

An authorized absence from work.

**MANAGEMENT**

An employee assigned to any of the following classifications:  
City Manager, Chief of Police or Administrative Services Manager.

**POSITION**

The duties and responsibilities assigned to an employee within a classification.

**PREVAILING RATE**

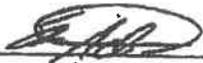
The basic pay rate within a pay range paid to an employee for the performance of the duties of a classification.

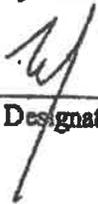
**SENIORITY**

A status acquired by an employee based on the employee's period of continuous service in job class for the City.

[signatures begin on next page]

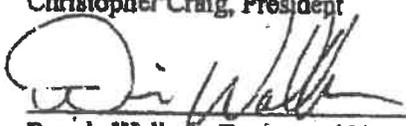
**For the City**

  
\_\_\_\_\_  
**Steve Adams, City Manager**

  
\_\_\_\_\_  
**Edward Zappia, Designated Negotiator**

**For the Association**

  
\_\_\_\_\_  
**Christopher Craig, President**

  
\_\_\_\_\_  
**Dennis Wallach, Designated Negotiator**



APPENDIX A

Positions affected by this Memorandum of Understanding include:

POLICE PATROL OFFICER

APPENDIX B  
SALARY SCHEDULE

EFFECTIVE February 1, 2016

| TITLE                 | A      | B      | C      | D      | E      | F      |
|-----------------------|--------|--------|--------|--------|--------|--------|
| Police Patrol Officer | 53,274 | 55,937 | 58,735 | 61,672 | 64,755 | 67,995 |

EFFECTIVE July 1, 2016

| TITLE                 | A      | B      | C      | D      | E      | F      |
|-----------------------|--------|--------|--------|--------|--------|--------|
| Police Patrol Officer | 54,606 | 57,336 | 60,203 | 63,214 | 66,374 | 69,695 |

EFFECTIVE July 1, 2017

| TITLE                 | A      | B      | C      | D      | E      | F      |
|-----------------------|--------|--------|--------|--------|--------|--------|
| Police Patrol Officer | 55,971 | 58,769 | 61,709 | 64,794 | 68,034 | 71,437 |

**RESOLUTION NO. 2018-4627**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING  
APPROVING A SIDE LETTER OF AGREEMENT TO THE  
KING CITY POLICE OFFICERS ASSOCIATION  
FY 2015/16 - FY 2017/18 MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the City Council of the City of King ("City") deems it in the best interest of the City to approve a Side Letter of Agreement amending the King City Police Officers Association ("KCPOA") current Memorandum of Understanding, which includes modifications to work schedules and benefits, as hereinafter provided.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of King that:

1. An amendment to the Memorandum of Understanding ("MOU") with KCPOA is hereby approved, a copy of said amendment entitled "Side Letter of Agreement, Modification to Memorandum of Understanding" is attached hereto, marked Exhibit "A", and incorporated herein by this reference.
2. This Resolution shall become effective upon execution by both parties.

This resolution was passed and adopted this 13<sup>th</sup> day of February, 2018 by the following vote:

**AYES, Council Members:** LeBarre, Victoria, Acosta, Cullen

**NAYS, Council Members:**

**ABSENT, Council Members:** DeLeon

**ABSTAIN, Council Members:**

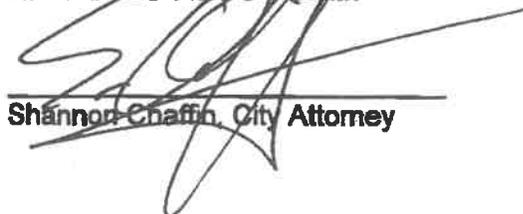
**APPROVED:**

  
Michael LeBarre, Mayor

**ATTEST:**

  
Steven Adams, City Clerk

**APPROVED AS TO FORM:**

  
Shannon Chaffin, City Attorney

**SIDE LETTER OF AGREEMENT  
MODIFICATION TO MEMORANDUM OF UNDERSTANDING**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of King ("City") and the King City Police Officers' Association ("KCPOA") hereby agree to modify the current Memorandum of Understanding ("MOU") between the City and KCPOA as follows:

1. **ARTICLE II; SECTION 1 - SALARY** shall be amended as follows:

**SECTION 1 – SALARY**

- 1.1 The City shall increase the base pay of each KCPOA employee twenty-eight percent (28%) over the term of this contract.
  - a. A fifteen percent (15%) base pay increase, effective retroactively as of February 1, 2016.
  - b. On July 1, 2016, a two and one half percent (2.5%) base pay increase.
  - c. On July 1, 2017, a two and one half percent (2.5%) base pay increase.
  - d. On July 1, 2018, an eight percent (8%) base pay increase.

2. **ARTICLE XIV; SECTION 3** shall be added as follows:

**SECTION 3 – DURATION**

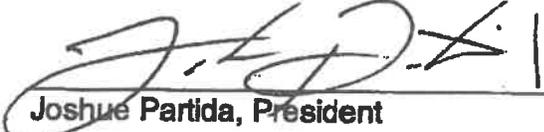
- 3.1 Except as otherwise provided herein this MOU shall be in full force and effect from July 1, 2015, and shall remain in full force and effect to and including June 30, 2019.
3. **Appendix B** shall be amended to provide the salary schedule effective 7/1/18 attached hereto as Attachment 1.
  4. All other provisions approved in side letters of agreement amending the existing MOU shall be incorporated herein and remain in effect through the extension of the MOU as provided by this side letter of agreement.

For City of King:

  
\_\_\_\_\_  
Steven Adams, City Manager

2/13/18  
Date

For the King City Police Officers Association:

  
\_\_\_\_\_  
Joshue Partida, President

2/18/18  
Date

**APPENDIX B  
SALARY SCHEDULE**

**EFFECTIVE February 1, 2016**

| <b>TITLE</b>                 | <b>A</b> | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> | <b>F</b> |
|------------------------------|----------|----------|----------|----------|----------|----------|
| <b>Police Patrol Officer</b> | 53,274   | 55,937   | 58,735   | 61,672   | 64,755   | 67,995   |

**EFFECTIVE July 1, 2016**

| <b>TITLE</b>                 | <b>A</b> | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> | <b>F</b> |
|------------------------------|----------|----------|----------|----------|----------|----------|
| <b>Police Patrol Officer</b> | 54,606   | 57,336   | 60,203   | 63,214   | 66,374   | 69,695   |

**EFFECTIVE July 1, 2017**

| <b>TITLE</b>                 | <b>A</b> | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> | <b>F</b> |
|------------------------------|----------|----------|----------|----------|----------|----------|
| <b>Police Patrol Officer</b> | 55,971   | 58,769   | 61,709   | 64,794   | 68,034   | 71,437   |

**EFFECTIVE July 1, 2018**

| <b>TITLE</b>                 | <b>A</b> | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> | <b>F</b> |
|------------------------------|----------|----------|----------|----------|----------|----------|
| <b>Police Patrol Officer</b> | 60,449   | 63,471   | 66,646   | 69,978   | 73,477   | 75,152   |

**RESOLUTION NO. 2019-4709**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING  
APPROVING A SIDE LETTER OF AGREEMENT TO THE  
KING CITY POLICE OFFICERS ASSOCIATION  
FY 2015/16 - FY 2018/19 MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the City Council of the City of King ("City") deems it in the best interest of the City to approve a Side Letter of Agreement amending the King City Police Officers Association ("KCPOA") current Memorandum of Understanding, which includes modifications to work schedules and benefits, as hereinafter provided.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of King that:

1. An amendment to the Memorandum of Understanding ("MOU") with KCPOA is hereby approved, a copy of said amendment entitled "Side Letter of Agreement, Modification to Memorandum of Understanding" is attached hereto, marked Exhibit "A", and incorporated herein by this reference.
2. This Resolution shall become effective upon execution by both parties.

This resolution was passed and adopted this **28<sup>th</sup>** day of **May, 2019** by the following vote:

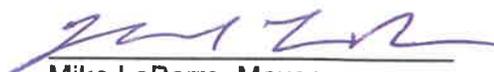
**AYES**, Council Members: LeBarre, Victoria, Acosta, Cullen, DeLeon

**NAYS**, Council Members:

**ABSENT**, Council Members:

**ABSTAIN**, Council Members:

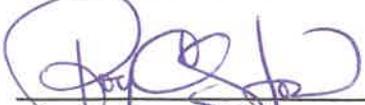
**APPROVED:**

  
Mike LeBarre, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Steven Adams, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roy Santos, City Attorney

**SIDE LETTER OF AGREEMENT  
MODIFICATON TO MEMORANDUM OF UNDERSTANDING**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of King ("City") and the King City Police Officers Association ("KCPOA") hereby agree to modify the current Memorandum of Understanding ("MOU") between the City and KCPOA as follows:

1. **ARTICLE I; SECTION 2 – PAYROLL DEDUCTION** shall be amended as follows:

**SECTION 2 – PAYROLL DEDUCTION**

- 2.1 The City agrees to provide a payroll deduction plan for members of the KCPOA with respect to union dues.
- 2.2 KCPOA has the sole and exclusive right to have union dues deducted by the City for all employees in this bargaining unit.
- 2.3 The City shall, without charge, pay to KCPOA upon deduction, all sums so deducted from the wages of employees within this bargaining unit.
- 2.4 The City agrees to deduct as a single bi-weekly deduction, membership dues for KCPOA represented City employees and any other such deductions mutually approved by the City and the KCPOA Board of Directors and authorized, in writing, by the individual members of KCPOA. No deductions shall be taken from the third paycheck of the month, which occurs twice each calendar year.
- 2.5 No employee shall be obligated to pay membership dues to KCPOA until the first of the month following thirty (30) calendar days after the employee is hired or joins KCPOA.
- 2.6 Any and all Agency fees, if any, ceased and shall not be deducted from and after June 27, 2018, in compliance with Janus v. AFSCME.
- 2.7 Any changes in previously authorized deduction amounts shall be initiated by KCPOA no more than once per month and shall provide the city thirty (30) calendar days' notice.
- 2.8 An employee, who has previously authorized the City to make KCPOA deductions and who wishes to cancel such authorization, may do so only in writing through the KCPOA office at any time. It shall be the responsibility of KCPOA to forward such written cancellation and notice to

the City on a timely basis. Unauthorized deductions shall be the responsibility of KCPOA.

- 2.9 When the member has no earnings during a particular pay period, no membership dues, deductions or any other authorized deductions shall be withheld from future earnings to cover that period.
- 2.10 It is further agreed that KCPOA shall indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with provisions of this Section.
- 2.11 The City shall notify the designated bargaining unit representative in writing or via email regarding new hires at least ten (10) calendar days prior to the employee's orientation unless there is an urgent need to hire such individual with less notice that was not reasonably foreseeable or the determination of hire was made with less than ten (10) days' notice. Within the earlier of thirty (30) calendar days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the bargaining unit representative or shop steward with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers except that per Government Code Section 6254.3, the City will not provide KCPOA with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the bargaining unit with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information.
- 2.12 In compliance with California's AB 119, new hires in the bargaining unit represented by KCPOA may receive a union card with her/his new employee orientation packet. KCPOA shall be permitted one (1) hour after each new hire orientation session to talk to new Unit members to explain rights and benefits under the MOU.
- 2.13 Upon any change of bargaining unit officers or shop stewards KCPOA shall provide City with a current list of all bargaining unit representatives/officers and shop stewards and each members' contact information including name, address, title, worksite, phone numbers and email addresses, in writing, within thirty (30) days of such change.

2. **ARTICLE II; SECTION 1 - SALARY** shall be amended as follows:

**SECTION 1 – SALARY**

- 2.1 The City shall increase the base pay of each KCPOA employee thirty-three percent (33%) over the term of this contract.
- a. A fifteen percent (15%) base pay increase, effective retroactively as of February 1, 2016.
  - b. On July 1, 2016, a two and one half percent (2.5%) base pay increase.
  - c. On July 1, 2017, a two and one half percent (2.5%) base pay increase.
  - d. On July 1, 2018, an eight percent (8%) base pay increase.
  - e. On July 6, 2019, a five percent (5%) base pay increase.

3. **ARTICLE II; SECTION 9 – UNIFORM/EQUIPMENT ALLOWANCE** shall be amended as follows:

**SECTION 9 - UNIFORM/EQUIPMENT ALLOWANCE**

- 9.1 Regular, full-time police personnel required to maintain uniforms and equipment in the performance of their duties shall receive an annual allowance of seven hundred dollars (\$700.00) to be paid in 24 equal installments during the calendar year.
- 9.2 Allowances may be used to acquire and maintain the specific departmental uniform in a neat and proper manner, including any and all officer equipment, uniform supplies or weapons.
- 9.3 Upon requested justification by the employee, the City shall supply a new uniform no more than twice each calendar year. This determination shall be made by the Police Chief and approved by the City Manager.
- 9.4 Newly appointed, sworn personnel shall be issued a service pistol, holster and set of hand cuffs, per City standard issue, at City expense.
- 9.5 All safety equipment required by law and furnished by the City shall be maintained by the City and shall remain the property of the City.
- 9.6 Employees assigned to patrol shall be permitted to wear tactical dress uniforms during duty hours.
- 9.7 City will report to CalPERS the monetary value for providing, maintaining, and replacing uniforms to all employees covered under this Agreement

who are required to wear uniforms provided by the City. The City will report the total bi-weekly amount for the initial cost, and/or maintenance, and/or replacement of uniforms, for each employee. The bi-weekly amounts reported to CalPERS will derive from the City's invoices of total cost per employee for the maintenance of uniforms. The bi-weekly amounts reported to CalPERS will also include the total cost for initially providing uniforms and/or the replacement of uniforms when applicable, and the amounts for the initial cost, and/or replacement. The invoices provided to the City, by its uniform vendor, will include the unit price, which will determine the total cost, per employee. The City will report to CalPERS no more than \$800 per year, per employee, for providing the initial cost, replacement, and maintenance of required uniforms in the manner as described in this paragraph for all employees that receive a uniform.

4. **ARTICLE XIV; SECTION 3** shall be amended as follows:

**SECTION 3 – DURATION**

- 3.1 Except as otherwise provided herein this MOU shall be in full force and effect from July 1, 2015, and shall remain in full force and effect to and including June 30, 2020.
5. **Appendix B** shall be amended to provide the salary schedule effective 7/1/19 attached hereto as Attachment 1.
6. All other provisions of the MOU and provisions approved in side letters of agreement amending the existing MOU shall be incorporated herein and remain in effect through the extension of the MOU as provided by this side letter of agreement.

For City of King:

  
\_\_\_\_\_  
Steven Adams, City Manager

5/28/19  
Date

For King City Police Officers Association:

  
\_\_\_\_\_  
Kristian Wood, President

5/30/19  
Date

APPENDIX B  
SALARY SCHEDULE

EFFECTIVE February 1, 2016

| TITLE                 | A      | B      | C      | D      | E      | F      |
|-----------------------|--------|--------|--------|--------|--------|--------|
| Police Patrol Officer | 53,274 | 55,937 | 58,735 | 61,672 | 64,755 | 67,995 |

EFFECTIVE July 1, 2016

| TITLE                 | A      | B      | C      | D      | E      | F      |
|-----------------------|--------|--------|--------|--------|--------|--------|
| Police Patrol Officer | 54,606 | 57,336 | 60,203 | 63,214 | 66,374 | 69,695 |

EFFECTIVE July 1, 2017

| TITLE                 | A      | B      | C      | D      | E      | F      |
|-----------------------|--------|--------|--------|--------|--------|--------|
| Police Patrol Officer | 55,971 | 58,769 | 61,709 | 64,794 | 68,034 | 71,437 |

EFFECTIVE July 1, 2018

| TITLE                 | A      | B      | C      | D      | E      | F      |
|-----------------------|--------|--------|--------|--------|--------|--------|
| Police Patrol Officer | 60,449 | 63,471 | 66,646 | 69,978 | 73,477 | 77,151 |

EFFECTIVE July 6, 2019

| TITLE                 | A      | B      | C      | D      | E      | F      |
|-----------------------|--------|--------|--------|--------|--------|--------|
| Police Patrol Officer | 63,471 | 66,645 | 69,978 | 73,477 | 77,151 | 81,009 |