

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE CITY OF CHOWCHILLA
AND
THE CHOWCHILLA CITY POLICE OFFICERS' ASSOCIATION**

FOR THE PERIOD:

**JANUARY 1, 2015
THROUGH
JUNE 30, 2018**

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INTRODUCTION

This Memorandum of Understanding ("MOU") contains the entire understanding between the City of Chowchilla (hereafter referred to as "City") and the Chowchilla City Police Officers' Association (hereafter referred to as "Association" or "CPOA"). If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

ARTICLE I - PREAMBLE

A. GENERAL

This MOU represents the mutual agreement of the City and the Association on terms and conditions of employment covering the period of January 1, 2015 through June 30, 2018.

B. PURPOSE

The purpose of this MOU is to promote harmonious relations between the City and its represented employees, including all members of the Association, and to establish an equitable and peaceful procedure for the resolution of differences; the establishment of wages, hours of work, and other terms and conditions of employment.

C. PARTIES

The parties hereto are as follows:

1. The City of Chowchilla, herein referred to as "City," is a general law city, duly organized and existing under the laws of the State of California.
2. The Chowchilla CITY Police Officers' Association, herein referred to as "Association," is a recognized employee organization which represents, in general, the sworn municipal police officers and non-sworn employees who are stationed in the Police Department, in each of those job classifications identified in Attachment A, which is attached hereto and incorporated by reference.

D. GOVERNING LAWS

This MOU is subject to the laws of the State of California, but in particular, this MOU is subject to the provisions of Chapter 10, Division 4 of Title I of the California Government Code (Section 3500 et seq., commonly known as the "Myers-Milias-Brown Act"). The parties hereto acknowledge their relationship is also subject to certain provisions of the Municipal Code of the City of Chowchilla, including but not necessarily limited to, the provisions of Chapter 2.42 of Title II (commonly known as the "Personnel Ordinance"). The parties hereto acknowledge their relationship is also subject to the policies of the City Council of the City of Chowchilla, including but not limited to, the City of Chowchilla Personnel Rules and Regulations, as currently enacted (commonly known as the "Personnel Rules"), adopted under the provisions of Ordinance No. 374-91.

ARTICLE II - RECOGNITION

A. CHOWCHILLA CITY POLICE OFFICERS' ASSOCIATION - RECOGNITION

The City acknowledges the Chowchilla City Police Officers' Association as the recognized employee organization representing the sworn and non-sworn municipal employees whose job category is listed in Attachment A, and therefore shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to freely exchange information, opinions and proposals to endeavor to reach agreement at least one month prior to the last regular council meeting at which the City budget is normally adopted.

B. ASSOCIATION AGENTS

The City recognizes and agrees to deal with accredited representatives of the Association in all matters relating to grievances and the interpretation of this MOU. Accredited representatives of the Association are the President or the President's designee plus one (1) to three (3) other members of the Association as designated in writing by the Association. Such accredited representatives agree to deal with the City Administrator or his/her designee as the agents of the City in all matters relating to grievances of employees who are members of the Association, or in matters of interpretation of this MOU. Properly designated CPOA representatives shall have the right to represent their employees, without loss of compensation, in dealings with the City (all meetings between the Association and City officials) that involve matters within the scope of representation, when such meetings occur during the regular working hours of each such individual CPOA representative.

ARTICLE III – CHECK OFF AND ORGANIZATIONAL SECURITY

A. CHECK OFF

The Association shall have the sole and exclusive right to have membership dues, initiation and/or service fees deducted for employees in the bargaining unit by the City. The City shall remit to the Association each pay period (bi-weekly) all sums so deducted.

B. DUES DEDUCTION

1. The City shall deduct in accordance with the Association dues and service fee schedule, a copy of which will be provided to the City, dues from the wages of all employees who are members of the Association on the date of execution of this Agreement who have submitted dues authorization forms to the City.
2. The City shall deduct dues in accordance with the dues and service fee schedule established by the Association from the wages of all employees who, after the date of execution of this Agreement, become members of the Association and submit to the City a dues authorization form.
3. When a new employee is hired whose job classification is one who would be a member of the Association, the Secretary of the Association shall contact the employee to process their Dues Authorization and membership, copies of which will be supplied to the City.
4. The City shall notify the Association if any member revokes a "Dues Authorization."

C. HOLD HARMLESS CLAUSE

The Association shall indemnify and hold the City harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provision contained herein.

ARTICLE IV – EMPLOYEE RIGHTS

A. DISCRIMINATION

1. The City shall not interfere with nor discriminate in any way against any employee by reason of his or her membership in the Association or activity required by this MOU.
2. The City agrees not to intimidate an employee nor attempt to restrain any employee nor in any way to limit the full and free expression of any employee's rights to participate in the Association's lawful activities.

ARTICLE V - MANAGEMENT RIGHTS

A. GENERAL

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including but not limited to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and classify employees within the City
3. Discipline employees for proper cause.
4. Take actions as may be necessary to carry out the mission of the agency in emergencies.
5. Determine the methods, means, and personnel by which operations are to be carried on.
6. Determine its budget, organization, merits, necessity and level of any activity of service provided to the public.
7. The right to implement whatsoever personnel record keeping it desires to fulfill its needs and to fulfill minimum record keeping requirements pursuant to relevant state and/or federal laws, including but not limited to, the Fair Labor Standards Act.

ARTICLE VI - COMPENSATION

A. PERFORMANCE EVALUATIONS / STEP INCREASES

1. The job performance of each employee will be formally evaluated by the employee's immediate supervisor or department head in accord with the following schedule:

(a) Probationary employee: Probationary employees who successfully complete the probationary period will be provided with a written evaluation by the end of the probationary period.

(b) Regular employee: Performance evaluations shall be completed one week prior to the employee's anniversary date, but no later than sixty (60) days after the anniversary. If the evaluation process takes longer than sixty (60) days, the grievance process will be followed. The performance evaluation will begin this the employee completing the evaluation form provided by their supervisor. The supervisor will have thirty (30) days from receipt of the evaluation form from the employee to complete the evaluation process. At thirty (30) days, if the evaluation is not fully

completed, the department head is to forward a memo to the City Administrator and the supervisor advising of the incomplete status and confirming a date within thirty (30) days in which the evaluation will be completed. The evaluation process includes the preparation of the evaluation, the approval by Administrative Services, review of the employee, and the actual processing of the Personnel Action Form ("PAF" and authorization and record of any all- personnel changes). In the event an employee fails to complete the self-evaluation form within the required time limit, the employee's supervisor will proceed with the evaluation process as herein outlined.

Step Increases: Upon ratification of this MOU the step ranges for all bargaining unit classifications shall be divided such that a new step is established at the midpoint between each existing Step A through the top Step (Step "F" for members of this bargaining unit). For purposes of this section these midpoint steps shall be referred to as "half-steps".

The steps shall thereafter be designated as follows: "A Step", "A+ Step", "B Step", "B+ Step", "C Step", "C+ Step", "D Step", "D+ Step", "E Step", "E+ Step", and "F Step". There shall be no half step established that exceeds the top step as it exists prior to this change ("F Step" in this bargaining unit.)

CLASSIC MEMBERS IN PERS:

On January 1, 2016, all bargaining unit employees who are CLASSIC PERS employees for retirement purposes shall immediately advance two (2) "half steps".

On July 1, 2016, all bargaining unit employees who are CLASSIC PERS employees for retirement purposes shall become eligible to advance one (1) half-step on their next anniversary date.

"PEPRA" NEW PERS MEMBERS

On January 1, 2016, half-step increases shall be available for "PEPRA" NEW PERS members of this bargaining unit, and those employees shall be eligible to advance, effective on their anniversary date that follows.

Once half-steps come into effect for employees in this bargaining unit, employees in the unit shall continue to be eligible to advance one half step each year on their anniversary date provided they meet satisfactory performance standards. (Meets standards overall, on their performance evaluation that precedes the step increase.)

B. COST-OF-LIVING ADJUSTMENT/SALARY RANGE ADJUSTMENT

The City shall provide increases to the base salary of all employees in the bargaining unit during the term of this MOU on the following schedule and in the following amounts:

All employees of the bargaining unit as of June 30, 2016 shall receive a 6% increase to base pay for the period July 1, 2015 through December 31, 2015. On January 1, 2016 salary is reduced by 3%.

In addition to the above, the following salary increases shall be implemented for all members of the bargaining unit:

January 1, 2016	1% increase to base salaries
July 1, 2016	1% increase to base salaries
July 1, 2017	1% increase to base salaries

C. RETIREMENT BENEFITS

During the term of this MOU, all employees shall be responsible to pay, through payroll deduction, the employee portion of contributions to PERS Retirement as follows:

CLASSIC MEMBERS IN PERS:

Effective July 1, 2015, Employees will be responsible to pay an additional 1.5% of salary toward PERS retirement.

Effective July 1, 2016, Employees will be responsible to pay an additional 1.5% of salary toward PERS retirement.

Effective July 1, 2017, Employees will be responsible to pay an additional 1.6% of salary toward PERS retirement.

PEPRA MEMBERS IN PERS:

PEPRA members in PERS shall continue to contribute 50% of the total normal cost for PERS retirement.

On July 1, 2017 employees will have reached a point at which they pay 100% of the employee portion of contributions toward PERS retirement for their respective retirement plan options. Thereafter, employees shall continue to pay the entire employee contribution in perpetuity.

D. BILINGUAL CERTIFICATE PAY

Employees are compensated in their base salary for certification and education required for entry into the position they hold. The City recognizes the importance of continuing education and certification for all employees.

1. Subject to the allocation limits set forth herein, those employees in the Unit who are required to speak or write in Spanish, as part of the regular duties of his/her position, may be compensated at the following rates in addition to their designated rate of pay:
 - (a) Employees who pass the required testing procedure or qualified certification adopted by the City for qualifying for bilingual pay for Spanish Translation Skills shall receive 2.5% certification pay. The test consists of two parts - one written section and one of the test. An employee may qualify for this Bilingual Pay incentive by achieving a passing score on either the written or verbal portion of the test.

- (b) A total of eight (8) positions within the CPOA are authorized to receive certification pay for bilingual duties. In the event all eight (8) of those positions are filled. Each authorized position will be eligible for certification pay as described herein.
- (c) The City Administrator, through authorization of the City Council, shall designate which languages shall be eligible for bilingual pay, based on community needs. The only language currently accepted for bilingual certification pay is Spanish.
- (d) Employees are required to re-certify and demonstrate proficiency every five (5) years.

E. OVERTIME COMPENSATION

(See Rule V, Section 4, Page 19, Personnel Rules)

It shall be the duty of all department heads to operate their departments with a minimum of overtime. However, in cases of emergency or when otherwise necessary, an employee of the City may be required to work overtime. Overtime work is that work performed by an employee during periods of time other than normally scheduled for his or her specific employment. Pursuant to the provisions of Personnel Rule V, Section 4, as incorporated herein by reference, work in excess of 40 hours per week, except as otherwise specified in this MOU, shall be considered overtime. All employees entitled to overtime shall be entitled to receive either regular hourly or hourly equivalent pay or equivalent time off, at a rate of one and one-half times pay or one and one-half times off for each hour of overtime worked. The decision whether an individual employee shall receive pay or equivalent time off shall be recommended by the department head and determined by the City Administrator. Overtime shall be distributed as equally as is practical within a given classification from among those employees who are qualified and available.

All overtime work, to be eligible for overtime pay or equivalent time off, must have the approval of the City Administrator through the department head. Leave of absence with or without pay shall not be counted as hours worked for the purpose of determining overtime payment.

No employee shall accumulate more than forty (40) hours of compensatory time off. Positions for special assignments may be extended up to eighty (80) hours. Such positions include SWAT and School Resource Officers. K-9 assignment may accumulate up to one hundred (100) hours. During the times of budget restraint, the City Administrator may authorize the accumulation of more than the forty (40) hour limit, but not more than the FLSA limits of compensatory time off.

F. PAY PERIODS

Employees of the City of Chowchilla are paid on a biweekly basis (i.e., every two weeks) on Friday for all hours worked in the two week period that ends at 11:59 p.m. on the Saturday preceding the Friday on which paychecks are issued. If a City designated holiday falls on a Friday, employees will be paid on the preceding Thursday.

G. WORK WEEK ESTABLISHED

The work period will be fourteen (14) consecutive days. The work period will consist of eighty (80) regularly scheduled hours. Currently, the work period consists of alternating work weeks of three (3)

twelve-hour days (36 hours) and three (3) twelve-hour days plus one (1) eight-hour day (44 hours). The current work period results in a schedule of three (3) days on and four (4) days off in one (1) seven-day work period, and four (4) days on and three (3) days off in the other seven-day work period. The Chief of Police may alter the work period and resulting schedule to meet budgetary or staffing needs by decreasing the work day from twelve (12) to eight (8) hours with respect to any work week, and increasing the work week from three (3) to five (5) days as necessary to achieve the required 80 regularly scheduled hours with to all employees or any employee. Before altering the work period, the Chief of Police shall provide written notice to the Association of the intent to do so and the work schedule that will result with respect any affected employee or employees and shall provide to the Association the opportunity to meet and confer concerning any such alteration. The Chief of Police may, however, implement any such alteration in the work period ten (10) days after providing the Association with notice of the intent to make the alteration and notwithstanding any failure to agree, or to reach impasse in negotiations over the alteration of the work period.

The Fair Labor Standards Act governs overtime compensation that is not directly addressed in this MOU.

H. SHIFT DIFFERENTIAL

Employees who work between the hours of 1800 and 0600 hours regardless of assigned shift will receive a 3% shift differential calculated on their base hourly rate. (See Attachment C.)

Shift differential is NOT paid on the basis of the shift, but rather on the hours actually worked that fall within the range 1800 through 0600.

I. WATCH COMMANDER AND FIELD TRAINING OFFICER ASSIGNMENTS

The management of the City reserves the right to designate which officers below the rank of Sergeant serve as Watch Commander and which sworn officers serve in the other positions listed in this section. Such appointments, except for Watch Commander position, shall be made only through formal written action via the City's Personnel Action Form process by the Chief of Police, and authorized by the City Administrator and shall not necessarily proceed based solely on seniority or any other single criteria.

1. In the event that no Sergeant is assigned to duty on a particular shift, the employee assigned as Watch Commander for that particular shift will be compensated as follows:

(a) 1 to 4 hours - 1/2 hour additional overtime pay

(b) Over 4 hours - 1 hour additional overtime pay

2. Sworn officers assigned to each of the following positions shall, for each full month during which they have the assignment, receive additional compensation over and above their regular wages in an amount equal to 2.5% of base salary per month.
 - (a) Field Training Officer for Patrol (4 positions)
 - (b) Detective (1 position)
 - (c) Detective - Narcotics Enforcement Task Force (1 position)
 - (d) Detective – Gang (1 position)
 - (e) Field Training for Communications Officer (2 positions)
 - (f) Campus Resource Officer (2 positions)
 - (g) K-9 Officer (2 positions)

3. For the following special assignments, compensatory banks are allowed to maximize at eighty (80) hours versus the standard forty (40), per approval through the normal supervisory process.
 - (a) Campus Resource Officer (2 positions)
 - (b) SWAT (2 positions)
 - (c) Detective (3 positions)

4. For the K-9 Officer, the compensatory bank will maximize at one hundred (100) hours. In addition, the K-9 Officer will be compensated at the level of an additional eight (8) hours per pay period for care and maintenance of their canine partner. This is to be compensated at four (4) hours paid time per week. This time should be calculated at the officer's overtime rate of pay, time and one-half (1.5)
5. References to numbers of positions in subsections 2, and 3, above shall not be interpreted to mean that there is a required minimum number of officers designated to each of the applicable special assignment positions.

J. ACTING CHIEF ASSIGNMENT

The management of the City reserves the right to designate which Sergeant will serve as Acting Chief of Police. Such appointments shall be made only by formal written action of either the Chief of Police or the City Administrator, or both, and shall not necessarily proceed based solely on seniority or any other single criteria.

1. Sergeants are to receive one (1) hour of overtime for each day they are assigned the duties of Acting Chief of Police, with a written policy adopted outlining specifics as approved by the Chief of Police and City Administrator.

K. SPECIALTY ASSIGNMENTS

Probationary employees will not be considered for assignment to any specialty positions during the period of probation. An exception to this provision: if no full-time regular employees apply for a specialty position, the Chief of Police may open the application to any full-time sworn employee. If

only one regular, full-time employee applies and that person is not a good "fit" for the position, the Chief of Police may open the application period to any regular sworn employee. (Example: A Campus Resource Officer position opens and one person applies. The one applying employee has several citizen complaints regarding attitude, demeanor, etc., and will not fit the school environment where diplomacy and the ability to work together with school officials and parents are paramount.)

L. FIELD DUTY ASSIGNMENTS: AMMUNITION/RANGE ACCESS

Each calendar month each sworn officer and CSO assigned to field duties are to receive fifty (50) rounds of practice ammunition. The Police Department will provide employees with the opportunity to utilize the CCWF Range, or similar facility, each month. The employees will be supervised by a department certified Range Master.

M. SPECIAL EVENT SECURITY SIGN-UPS

Officers signing up for special events are regulated by current Department policies.

N. TERM OF SPECIAL ASSIGNMENTS

The terms of special assignments, the simultaneous holding of more than one specialty assignment and resulting compensation shall be as follows:

1. With respect to all assignments to Watch Commander, Field Training Officer, or other specialty assignment positions referred to in the aforementioned provisions of the MOU, the initial assignment shall be for a period of three (3) years and may be extended up to a maximum of three (3) years on request of the assigned officer and approval of the Chief of Police. Assignment to any such position, other than as provided in item (b), below, beyond the initial term and extension will require a new application, and testing if appropriate, by the assigned officer. If approved by the Chief of Police, an officer may be simultaneously assigned to the SWAT Team and any other specialty assignment provided for by the MOU. With respect to this assignment only, the officer simultaneously assigned to the SWAT Team and any other specialty assignment will receive the compensation provided for by the MOU over and above the usual compensation of 2.5% of base pay per month for each specialty assignment held. The additional compensation enhancement is intended to compensate the officer assigned to SWAT for maintaining physical fitness at the level needed to pass the annual SWAT Physical Fitness Exam. With the approval of the Chief of Police, a member may be assigned as a Field Training Officer who is also assigned as a K-9 Officer or member of any special task force relating to narcotic or gang enforcement or suppression. No officer assigned simultaneously as a Field Training Officer and a K-9 Officer or member of any special task force shall receive any additional compensation for the

simultaneous specialty assignment and will receive only the additional 2.5% of base pay per month, for a single specialty assignment.

2. With respect to K-9 Officers, the length of the assignment shall be a period of five (5) years or up to the working life of the K-9 the officer is assigned to handle. The assignment to position of K-9 Officer can be extended by the Chief of Police if there are extenuating circumstances that prematurely end the working life of the K-9 such as on-duty death or unforeseen medical condition that renders the K-9 unfit for duty. At the successful conclusion of the first five (5) years of the assignment, the assignment to the position of K-9 Officer may be extended on request of the assigned officer through the completion of the working life of the assigned K9 partner with the approval of the Chief of Police.

O. LONGEVITY PAY

Non-exempt regular full-time or part-time employees shall receive longevity pay of 2.5% of their base wage after the first five years of employment, and 2.5% for each five years thereafter.

P. STANDBY PAY AND CALL BACK PAY

When employees in the Association are ordered by the Chief of Police or his designee to stand by for duty and are thereby restricted as to their movements by off-duty, they shall be compensated twenty-five percent (25%) of their regular hourly overtime rate of pay for each hour or fraction thereof the employee is so restricted. This provision shall include, but is not limited to, orders to stand-by for court or administrative proceedings. An employee required to report back to work, court, or for an administrative reason outside of their regular schedule will receive compensation for a minimum of three (3) hours. Employees who desire to or agree to leave before the end of their regular shift are not covered by the provision. The City will not change an employee's regular schedule to avoid this minimum payment. The Chief of Police or his designee reserves the right to have employees perform other tasks as assigned during the period of time the employee is subject to stand-by pay.

Q. EDUCATION INCENTIVE PAY

In order to encourage eligible employees to become better equipped to perform their duties and to provide employees with an opportunity for advancement with the City, members of the Police Department shall be compensated as they complete various segments of higher education as described below.

As part of the MOU, Personnel Rule XIV Section I regarding Employee Initiated Training is hereby included and specified in point.

1. Employees shall receive an education incentive in the amount of 3.0% of their base salary when one of the following conditions exists:

(a) Possession of an Associate of Arts or Associate of Sciences degree with a minimum of 15 units in law enforcement.

(b) Possession of a minimum of 30 units in law enforcement, not including any units attributed to the POST Academy Certificate.

(c) Possession of a POST Intermediate Certificate.

2. Employees shall receive an education incentive in the amount of 6.0% of their base salary when one of the following conditions exists:

(a) Possession of a Bachelor of Arts or Bachelor of Sciences degree with a minimum of 15 units of law enforcement.

(b) Possession of a POST Advanced Certificate.

3. Employees shall receive an education incentive in the amount of 9.0% of their base salary when the following condition exists:

(a) Possession of a Masters Degree to Doctorate Degree in a related field such as police science or criminology or in another field if benefit to the Department can be demonstrated. The Chief of Police will recommend to the City Administrator for approval when such benefit is shown.

4. All degrees must have been obtained from a school which is fully accredited through a validated regional accrediting agency, as designated by the US Department of Education or the Council for Higher Education Accreditation (CHEA). If an employee is on a previously established training schedule, it is recommended that they confer with the Chief of Police to ensure funds are budgeted appropriately.

5. Employees must complete a minimum of one year of full-time probationary/permanent service to qualify to receive educational incentive pay. Substantiation information and documentation must be submitted to the Personnel Office by the Chief of Police thirty (30) days in advance of the anticipated qualification.

The City of Chowchilla Personnel Rules covering tuition reimbursement is considered a part of this MOU.

ARTICLE VII - MISCELLANEOUS

A. UNIFORMS

The City agrees to pay the following uniform allowances. The Association recognizes the City's right to require those sworn police officers when present for duty, be dressed in uniforms which are clean in an acceptable level of repair. The following uniform allowances shall be paid by the City:

1. Sworn Police Officers and the Community Service Officer (Animal Control Officer and one other CSO doing field work as designated by the Chief of Police) shall be paid at a rate of seven hundred and fifty dollars (\$750) per year.
2. Dispatcher's uniform allowance shall be paid at a rate of six hundred seventy-five (\$675) dollars per year.

The City of Chowchilla shall pay the uniform allowance bi-annually, on a separate check, in the first pay periods in January and July. When paid this stipend shall be considered a part of compensation for the purpose of calculating the retirement benefits for CALPERS where permitted by CalPERS Regulations. The uniform allowance will not be subject to federal, state, or local taxes, Medicare, or any other deductions. It shall not be factored into the gross income of the employees except as required by law.

B. STAFFING

The City shall continue to work toward a goal of having fourteen (14) sworn members of the Association assigned to patrol and to achieve minimum staffing levels of sworn personnel within the Department between the hours of 6:00 a.m. and 2:00 a.m. of three (3) sworn personnel, one of which should be a supervisor or sergeant, if available. While working towards this goal, the Department will maintain a minimum staffing level of two (2) sworn officers assigned to patrol between the hours of 2:00 a.m. and 6:00 a.m. Between the hours of 6:00 a.m. and 2:00 a.m. the Department will maintain a minimum staffing level of the three (3) sworn officers assigned to patrol.

C. VACATIONS

1. Among sworn personnel, proceeding by seniority as determined by the length of service with the Chowchilla Police Department, employees will be permitted to select vacation periods beginning as close as practical to January 1 of each year. Each employee will be allowed two working days in which to select vacation dates. No more than 80 hours (2 weeks) of continuous vacation leave can be selected by each employee. Employees scheduling less than eighty (80) hours (2 weeks) of continuous vacation during their initial selection of vacation may schedule only one (1) period of vacation, during the first round of selection of vacation time. This 80 hour (2 week) vacation allotment shall be subject to the discretion of the Chief of Police and may be necessarily limited for reasons including, but not limited to, staffing shortages and/or emergencies. Each employee wishing to schedule additional vacation selections must wait until all employees having less seniority have had an opportunity for their initial selection. Once all employees have had an opportunity for their initial selection, the Vacation Selection Roster will be recirculated proceeding by seniority, for additional vacation selections. Only one sworn employee, in each job classification can be on vacation during a specified period of time unless approval has been given in advance by the Chief of Police. Notwithstanding the provisions of this section, a member of the CPOA may request, and the Chief of Police may, in his sole discretion, grant an initial vacation request that exceeds the 80-hour (2 consecutive weeks) indicated above.
2. Among non-sworn personnel, vacation sign up shall be according to a procedure identical to that described in paragraph I above, except that it is understood that a separate list shall be

maintained for non-sworn personnel and only one non-sworn employee shall be on vacation during any one specified period of time unless vacation approval is given in advance by the Chief of Police.

3. Emergency vacation leave of less than five (5) working days may be granted if the employee gives as much prior notice as is reasonably possible.

4. Employees covered by this MOU shall earn vacation credits at the following rate:

1-3 years	=	12 days		
4-8 years	=	15 days		
9-15 years	=	18 days	16-20 years	= 21 days
20+ years	=	25 days		
+1 additional day per year up to 30 days				
Maximum accrual is 2 years.				

D. SENIORITY

The City grants the use of seniority in the following cases:

1. Days off preference... when such days are available.
2. Layoffs or reduction in force, with consideration of merit based on current evaluation and documentation of current performance.

E. SPECIAL EQUIPMENT

The City agrees to provide all necessary safety equipment, at no cost to the sworn officer, or non-sworn officer as applicable (i.e. CSO/Animal Control), as described under California State Laws, to include, but not limited to, the following:

1. Side Arms
2. All necessary leather/nylon equipment
3. Ballistic Vests.
4. All necessary foul weather equipment.
5. The necessary and appropriate batons/expandable batons.
6. The necessary and appropriate helmets.

The City reserves the right to determine the necessary and appropriate types of equipment. It is also understood that when equipment is purchased for use it will become required for use, and failure to properly wear or use such equipment may result in disciplinary action up to and including dismissal, unless an individual officer formally requests to the Chief of Police, and such request is approved, excluding the requirements to use an item.

The City agrees to replace such special equipment as needed; but in the case of ballistic vests, no vest will be used more than five (5) years from the date such vest is first placed in service.

F. HEALTH INSURANCE BENEFITS

Any employee who by written notice to the City declines the health care benefits provided by the City and provides written proof of the election to receive health care benefits from an alternate source (spouse's employer, military, etc.), shall receive a monthly "in lieu" payment of \$225.00. The "in-lieu" amounts available to employees cannot exceed the lowest cost premium amount for medical, dental, and vision respectively. The Insurance Committee referred to in this section shall meet to determine if any adjustments are required to comply with this requirement.

The City and the Association agree to utilize an Insurance Committee for review of benefit plans and formulation of recommendations regarding response to changes in those programs. Insurance Committee shall include one member designated by the Association to represent the interests of its members. The Committee process will fulfill all meet-and-confer obligations herein.

G. COURT TIME

All personnel covered under the MOU who are subpoenaed to appear in any court on any matter relating to their duties as law enforcement officials of the City, and whose subpoenaed appearance in court is scheduled in addition to their normal work shifts, shall be compensated for a minimum of three (3) hours. Compensation for court time shall be subject to Article VI, Paragraph E (Stand-by and Call-back) of this MOU.

H. HOLIDAYS

The holidays to be observed in this City are as follows:

HOLIDAY	DATE
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day and the Friday following Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
Personal Holiday	As elected, per MOU

Additionally, each employee shall be entitled to receive one personal holiday, with pay, each fiscal year to be scheduled according to the employee's preference, subject to the approval of his or her supervisor or the appropriate department head. Personal holidays not used in any fiscal year are forfeited and may not be accrued.

I. CASH ACCRUAL OF CERTAIN PAID LEAVES OF ABSENCE

Vacation leave, , sick leave, and holiday-in-lieu leave benefits as provided under the terms of this MOU shall be accrued by employees at the rate of pay commensurate with base wage each employee is receiving at the time said leave is accrued. When receiving payment for the above-mentioned accrued leaves of absence, employees shall receive pay up to the accrued dollar value of the employee's accrued leaves of absence at the time of separation or the request. Holiday-in-lieu is to be paid annually and is not accrued beyond the fiscal year in which it is earned.

J. REST PERIODS

Employees shall be allowed rest periods, coffee breaks, once before the lunch period and once after the lunch period without loss of pay. Rest periods shall be reasonably scheduled in accordance with the requirements of the department. Rest periods will normally be provided at the rate of fifteen (15) minutes for each four (4) hours worked. Since rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefit when a rest period is not received.

K. CLEAN-UP TIME

Employees whose duties require that they get dirty shall be allowed a reasonable amount of time for personal clean-up prior to the lunch period and prior to the end of the shift, if necessary.

L. SICK LEAVE

(See Rule XII, Section 4, Page 32, Personnel Rules)

1. Sick leave with pay shall be granted to all probationary and regular employees within the competitive service. Sick leave shall not be considered as a right which an employee may use at his or her discretion, but shall be allowed only in case of personal necessity or actual personal sickness or disability. Personal necessity sick leave of up to 45 work hours per year may be requested. Personal necessity sick leave is defined as sick leave for non-personal sickness but in the care of sickness of a family member.
2. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or the Personnel Officer prior to, or within four (4) hours after the time set for beginning his or her daily duties, or as may be specified by the department head. In those situations which have rendered the employee incapable of reporting absence as specified above, the employee shall report at the earliest possible time. When absence is for more than three (3) working days, the employee shall be required to file a physician's certificate of personal affidavit with the department head stating the cause of his or her absence, without revealing confidential medical information.
3. For purposes of computing sick leave, a work day shall be considered one-fifth of the number of working days or duty hours in the established work week for each employee. The amount of sick leave utilized by the employee shall be based on the actual number of hours off work, even if less than a full work day.

4. Sick leave shall be earned at the rate of 3.7 hours per pay period and is also earned while on sick leave. No payment shall be made for accumulated sick leave at the time of termination of employment.
5. An employee receiving temporary disability payment under the Workers' Compensation laws may use accumulated sick leave in order to continue to maintain his or her regular income. However, all employees receiving other salaries in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code are entitled to accumulate sick leave during such periods of disability.
6. When accumulated sick leave is exhausted, the employee's pay shall terminate until the employee returns to work. However, an employee with vacation credits may, upon written request to the Personnel Officer, use all or any part of his or her vacation credits as sick leave with pay only when his or her sick leave is exhausted. The Personnel Officer may grant a leave of absence without pay for the duration of the illness.
7. Time used for sick leave is included in determining the length of an employee's continuous service with the City and his or her entitlement, if any, to any employee benefit dependent upon the employee's length of continuous service.
8. Association members may convert unused sick leave to service credit for purposes of calculating retirement benefits in the time and manner prescribed under the California Public Employees Retirement Law (2013 edition) and as consistent with the City's contract with the Public Employees Retirement System.
9. Time used for sick leave is included in determining the length of an employee's continuous service with the City and the employee's entitlement, if any, to any employee benefit which is dependent upon the employee's length of continuous service.

M. WAIVER

Waiver by any party hereto, including any member of the Association, of any term, condition or covenant of this MOU shall not constitute the waiver of any other term, condition or covenant hereof.

N. INCORPORATION OF PERSONNEL RULES

The City Administrator and City Council agree to follow present personnel rules as written. It is understood that the MOU shall supersede the personnel rules when they are in conflict. The interpretation and application of the provisions of this MOU are grievable matters in accordance with City of Chowchilla Personnel Policies and Procedures. The grievance procedure set forth in this MOU shall be used for matters related to discipline or termination of employees under this MOU, but the grievance procedure set forth in the Personnel Policies and Procedures shall be used for all other grievable matters.

O. GOVERNING LAW

This MOU shall be interpreted and construed according to the laws of the State of California. Both parties recognize the Public Employees Relations Board ("PERB") as the governing authority in the event of litigation between the parties regarding interpretation of this MOU.

Should litigation be pursued by either party beyond the PERB authority, venue in state trial court shall lie exclusively in the County of Madera. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Eastern District of California in Fresno, California.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. PURPOSE

1. To promote improved employer-employee relations by establishing grievance procedures on all matters whether or not appeal or hearing is provided by other regulations.
2. To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussion.
3. To provide that grievances shall be conducted as informally as possible to the point of origin.

B. MATTERS SUBJECT TO GRIEVANCE PROCEDURES

An employee, a group of employees, or the Association shall have the right to a conference under this rule, on any matter involving the interpretation, application, or enforcement of the express terms of the MOU, departmental and/or City rules and regulations.

C. INFORMAL GRIEVANCE PROCEDURE

Any employee who has a problem or complaint should first try to get it settled through discussion with his or her immediate superior without undue delay. It is strongly recommended, but not required, that grievances be documented in writing along with any responses at the informal level. Informal discussions shall be initiated within twenty-one (21) calendar days from the date of the incident. If after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with their department head. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, the employee shall have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

D. FORMAL GRIEVANCE PROCEDURE

1. Department Review: The department head will discuss the grievance with the employee's representative, if any. The department head shall render a decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no decision is rendered within fifteen (15) calendar days, the employee may present the grievance in writing to the City Administrator. Failure of the employee to take further action within fifteen (15) calendar days after receipt of the written decision of the department head will constitute a dropping of the grievance.

2. City Administrator Review: The City Administrator receiving the grievance or a designated representative shall discuss the grievance with the employee and the employee's representative within thirty (30) calendar days upon receiving the grievance. If the City Administrator fails to render a decision to the satisfaction of the aggrieved party within thirty (30) calendar days, a fact-finding committee may be appointed. The committee shall be comprised of a designated representative of the City, a representative appointed by the aggrieved party, and a third member appointed by mutual agreement of the other two. The fact-finding committee shall render a recommendation on the grievance to the aggrieved party and the City Administrator within twenty (20) calendar days after reviewing the grievance.

E. CONDUCT OF THE GRIEVANCE PROCEDURE

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and reviewer concerned.
2. The employee may request the assistance of another person of his/her choosing in the preparing and presenting of an appeal at any level of review.
3. The employee and the representative will be allotted up to three (3) hours of on duty time to confer about and present and appeal.
4. Employees shall be assured freedom from reprisal for using the grievance procedure.

F. NO PREJUDICE TO PERSONNEL APPEAL

Any action taken by employee pursuant to this rule shall in no way jeopardize the right of employee to authorized hearing before the Personnel Board, if such hearing and review is otherwise authorized.

ARTICLE X - ENTIRE AGREEMENT

Except as is expressly set forth herein, this MOU contains the entire understanding between the City and the Association. Any prior agreements, promises, negotiations, or representations not expressly set forth herein are of no force or effect.

During the life of this MOU should either party desire to modify its terms or to meet and confer as to matters within the scope of representation, such party shall request in writing to meet and confer on the item at issue. This shall not create a right to renegotiate this Agreement.,

IN WITNESSETH HEREOF, the parties execute this Agreement on the ____ day of _____, 2016.

For the Association:

For the City of Chowchilla:

(NAME), CPOA Position

Joann McClendon, City Clerk

(NAME), CPOA Position

Rod Pruett, Finance Director

(NAME), CPOA Position

David G. Ritchie, Chief Negotiator

Ann Bennett, CPOA Chief Negotiator

Brian Haddix, City Administrator

Waseem Ahmed, Mayor

ATTACHMENT "A" – Chowchilla Police Officers' Association Classifications List

{{ ADD One New Classification from CCOEA }}

{{ LISTINGS TO BE ADDED DURING MOU REVIEW }}

ATTACHMENT B -

ATTACHMENT “C” – CITY OF CHOWCHILLA PUBLISHED SALARY TABLES

(To be added following adoption on June 28, 2016)