



Memorandum of Understanding

The City of Desert Hot Springs

and the employees assigned to classifications represented by

The City of Desert Hot Springs Police Officers' Association (DHSPOA)

July 1, 2019 through June 30, 2020

TABLE OF CONTENTS

PREAMBLE.....4
 IMPLEMENTATION.....4

ARTICLE I: RECOGNITION
 SECTION 1 – ADMINISTRATION.....4
 SECTION 2 – UNION RIGHTS.....4

ARTICLE II: COMPENSATION
 SECTION 1 – SALARY.....5
 SECTION 2 – SALARY ADVANCEMENT.....5
 SECTION 3 – ACTING DUTY PAY.....5
 SECTION 4 – WORKDAY.....6
 SECTION 5 – OVERTIME COMPENSATION.....6
 SECTION 6 – HOLIDAY COMPENSATION.....7
 SECTION 7 – CALLBACK.....7
 SECTION 8 – PAY PERIODS.....7
 SECTION 9 – UNIFORM/EQUIPMENT ALLOWANCE.....8
 SECTION 10 – COURT PAY.....8
 SECTION 11 – POST CERTIFICATE COMPENSATION/EDUCATIONAL INCENTIVE.....8
 SECTION 12 – ASSIGNMENT PAY.....9
 SECTION 13 – RESIDENCY REQUIREMENT.....10
 SECTION 14 – BILINGUAL PAY/SIGN LANGUAGE PAY.....10
 SECTION 15 – REIMBURSEMENT FOR DAMAGED PERSONAL ITEMS.....10

ARTICLE III: EMPLOYEE PERFORMANCE
 SECTION 1 – PERFORMANCE EVALUATION.....10
 SECTION 2 – PROBATIONARY STATUS.....11
 SECTION 3 – PROMOTIONAL STATUS.....11
 SECTION 4 – PROMOTIONS – SERGEANT.....11

ARTICLE IV: BENEFITS
 SECTION 1 – HEALTH, DENTAL AND VISION INSURANCE.....12
 SECTION 2 - LIFE INSURANCE.....13
 SECTION 3 – PUBLIC EMPLOYEE'S RETIREMENT SYSTEM (CalPERS).....13
 SECTION 4 – DEFERRED COMPENSATION PROGRAMS.....13
 SECTION 5 – STATE DISABILITY INSURANCE (SDI).....13
 SECTION 6 - EMPLOYEE ASSISTANCE PROGRAM (EAP).....13

ARTICLE V: LEAVES
 SECTION 1 – SICK LEAVE.....14
 SECTION 2 – VACATION LEAVE.....14
 SECTION 3 – COMPENSATORY LEAVE.....15
 SECTION 4 – HOLIDAY LEAVE.....15
 SECTION 5 – BEREAVEMENT LEAVE.....15
 SECTION 6 – WORKERS' COMPENSATION LEAVE.....15
 SECTION 7 – MILITARY LEAVE.....16
 SECTION 8 - LEAVE OF ABSENCE WITHOUT PAY/FAMILY MEDICAL LEAVE ACT.....16
 /CALIFORNIA FAMILY RIGHTS ACT LEAVE.....16
 SECTION 9 – TRAINING LEAVE.....16
 SECTION 10- TIME OFF FOR VOTING.....17
 SECTION 11- CATASTROPHIC LEAVE DONATION.....17

ARTICLE VI: LAYOFF
 SECTION 1 – PREREQUISITE FOR LAYOFF.....18
 SECTION 2 – ORDER OF LAYOFF.....18

| | |
|---|----|
| SECTION 3 – VOLUNTARY DEMOTION | 19 |
| SECTION 4 – RECALL | 19 |
| ARTICLE VII: NON-DISCRIMINATION | 19 |
| ARTICLE VIII: HEALTH AND SAFETY | |
| SECTION 1 – SAFETY RESPONSIBILITIES | 19 |
| ARTICLE IX: DISCIPLINE AND DISCHARGE | |
| SECTION 1 – JUST CAUSE | 20 |
| SECTION 2 – REPRESENTATION | 20 |
| ARTICLE X: GRIEVANCE PROCEDURE | |
| SECTION 1 – GRIEVANCE DEFINED | 20 |
| SECTION 2 – INFORMAL DISCUSSION OF GRIEVANCE | 20 |
| SECTION 3 – FORMAL GRIEVANCE PROCEDURE | 21 |
| SECTION 4 – NON-DEPARTMENTAL GRIEVANCES | 22 |
| SECTION 5 – REPRISALS | 22 |
| ARTICLE XI: APPEAL PROCEDURES | |
| SECTION 1 – REQUEST FOR DISCIPLINARY HEARING | 22 |
| SECTION 2 – SCHEDULING OF DISCIPLINARY HEARING | 22 |
| SECTION 3 – HEARING OFFICER | 23 |
| SECTION 4 – REPRESENTATION AT DISCIPLINARY HEARING | 23 |
| SECTION 5 – BURDEN OF PROOF AND EVIDENCE | 23 |
| SECTION 6 – CONDUCT OF DISCIPLINARY HEARING | 23 |
| SECTION 7 – HEARING OFFICER'S DECISION | 23 |
| SECTION 8 – EFFECTS OF CERTAIN DISCIPLINARY ACTIONS | 24 |
| ARTICLE XII: CITY RIGHTS | |
| SECTION 1 – EXCLUSIVE MANAGEMENT RIGHTS AND AUTHORITY | 24 |
| ARTICLE XIII: MODIFICATION AND DURATION | |
| SECTION 1 – SEVERABILITY | 25 |
| ARTICLE XIV: DHSPOA RESPONSIBILITIES | |
| SECTION 1 – SERVICE TO THE COMMUNITY | 25 |
| ARTICLE XVI: DEFINITION OF TERMS | |
| SECTION 1 – ACTING DUTY | 25 |
| SECTION 2 – CLASSIFICATION | 25 |
| SECTION 3 – WORKDAY | 25 |
| SECTION 4 – DEPARTMENT HEAD | 26 |
| SECTION 5 – EMPLOYEE | 26 |
| SECTION 6 – FULL-TIME | 26 |
| SECTION 7 – IMMEDIATE FAMILY | 26 |
| SECTION 8 – LEAVE | 26 |
| SECTION 9 – MANAGEMENT | 26 |
| SECTION 10- POSITION | 26 |
| SECTION 11-PREVAILING RATE | 26 |
| SECTION 12-SENIORITY | 26 |
| SECTION 13-SHIFT SELECTION | 26 |
| SECTION 14-STANDARD WORKWEEK DEFINED | 26 |
| APPENDIX A | 28 |
| APPENDIX B | 29 |

PREAMBLE

It is the intent and purpose of this Memorandum of Understanding to set forth the wages, hours and/or other items and conditions of employment of the employees of the Police Department represented by the City of Desert Hot Springs Police Officers' Association ("DHSPPOA") and the City of Desert Hot Springs ("City"), in accordance with California Government Code section 3500, et seq.

IMPLEMENTATION

This Memorandum of Understanding shall not take effect until it is ratified by the DHSPPOA and City Council acts, by a majority vote, to formally approve and adopt said Memorandum of Understanding.

ARTICLE I RECOGNITION

SECTION 1 - ADMINISTRATION

- 1.1 The City of Desert Hot Springs (hereinafter the "City") recognizes the City of Desert Hot Springs Police Officers' Association (hereinafter "DHSPPOA"), in all matters concerning wages, hours and working conditions.

SECTION 2 – UNION RIGHTS

- 2.1 The City agrees to provide a payroll deduction for members of the DHSPPOA with respect to union membership dues, provided that DHSPPOA certifies in writing to the City that they have and will maintain individual employee authorizations for such deductions. DHSPPOA shall indemnify the City for any claims made by members for deductions made in reliance on that certification.
- 2.2 DHSPPOA has the sole and exclusive right to have union dues deducted by the City for all union members within this bargaining unit.
- 2.3 The City shall, without charge, pay to DHSPPOA upon deduction, all sums so deducted from the wages of union members within this bargaining unit.
- 2.4 The DHSPPOA 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 following classifications of:
- Police Officer
Police Sergeant
- 2.5 Any new, full time, sworn classification, approved by the City Council, whose position is supervisory in nature, shall be represented by DHSPPOA.
- 2.6 A designated DHSPPOA 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.
- 2.7 Steward leave shall be paid time, if granted during a normal business day.
- 2.8 Under no circumstances shall the City grant overtime, in either paid or compensatory form, for steward leave.

ARTICLE II
COMPENSATION

SECTION 1 – SALARY

- 1.1 The salary ranges and base salary rates for all DHSPOA employees shall be increased by 10% effective the first day of the first pay period of fiscal year 2019-2020.
- 1.2 The City and the DHSPOA mutually agree to eliminate the additional \$38.86 per pay period compensation for possession of a P.O.S.T. Advanced Certificate and add \$.4808 per hour to the Police Officer and Sergeant base rate of pay.

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 An employee's step increase shall be effective at the beginning of the pay period in which the merit date falls. If a department has not submitted a signed performance evaluation by the employee's merit date, a step increase shall automatically be processed by the City's Human Resources Department.
- 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 five (5) merit steps, A through E. The first step (A) shall require at least twelve (12) months performance at the designated step before eligibility for a merit increase. The last four (4) steps (B through E) shall require at least twelve months performance at the designated step before eligibility for a merit increase to the next step through the final step (E).
- 2.5 The City Manager may accelerate merit step advances for employees based upon exceptional performance, as recommended and documented by the Chief of Police.

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 acting 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 is at least a scheduled work shift.
- 3.8 An employee has the right to refuse any acting duty assignment, without justification, as upon submittal of such in writing to the City Manager.
- 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.
- 3.11 An employee who works in an acting capacity and in their original classification during the same work period will be paid at the acting duty rate for all hours worked in their acting capacity, including overtime.

SECTION 4 – WORKDAY

- 4.1 Employees assigned the classifications Police Officer or Police Sergeant shall work schedules which include 3/12 (patrol), 9/80 schedules, 4/10 special assignment duty.
- 4.2 The Chief of Police or designee, upon approval by the City Manager, shall reserve the right to change the standard work schedule 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.
- 4.2 During the employee's work day, he or she is expected to devote his or her full time in the performance of his or her assigned duties. No employee shall engage in any outside employment, enterprise, or remunerated activity without prior notification and approval by the Chief of Police or designee.
- 4.2 Employees unable to report to work must notify their immediate supervisor (Watch Commander) not later than two (2) hours before work is scheduled to begin.

SECTION 5 – OVERTIME COMPENSATION

- 5.1 Employees are eligible to receive overtime, in either paid or in the form of compensatory time off, but no employee shall work overtime unless authorized in advance to do so by the Chief of Police or designee.
- 5.2 For purposes of determining overtime under the Memorandum of Understanding, employees shall receive overtime paid at one and one-half (1 1/2) times their regular rate of pay, or be provided compensatory time off at one and one-half (1 1/2) hours for each overtime hour worked. Overtime shall be paid in accordance with the FLSA and specifically in accordance with the partial overtime exemption of Section 7(k) of the Act, which permits a work period of 14 days and 86 hours. The City shall pay overtime at the one and one-half (1 1/2) the FLSA regular rate (i.e. base pay plus applicable specialty pays) for all hours actually worked in excess of 84 hours in a 14 day FLSA work period. Sick time shall not be considered hours actually worked; other paid time will count and be calculated toward the 84 hour overtime threshold, i.e., vacation time and/or compensatory time

off. Where employees have actually worked in excess of 84 hours in the 14-day FLSA work period, employees shall receive overtime paid at one and one-half (1 1/2) times their prevailing pay rate, or compensatory leave time, credited at one and one half (1 1/2) hours for the overtime work performed in excess of their designated work day or as follows:

- a. Work performed in excess of excess of nine (9) hours in a workday in a 9/80 day work schedule;
- 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.

SECTION 6 - HOLIDAY COMPENSATION

- 6.1 Members represented by the Desert Hot Springs Police Officers Association, in lieu of all City recognized holidays, shall be paid 4.23 hours per pay period at their straight time hourly rate, and shall not be included for the purposes of overtime calculations.

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 four hours of overtime compensation.
- 7.2 Overtime compensation shall commence at the time the employee receives the phone call to respond.
- 7.3 Calls to begin a regularly scheduled work 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.
- 7.6 Employees assigned to the Detective Bureau shall receive a minimum of (1) hour of compensation when telecommunication contact is initiated by the City after the completion of the employee's work shift. If the employee is then summoned to work within the same workday of the telecommunication contact, then the telecommunication compensation will not apply. In the event off-duty telecommunication contact exceeds one hour over the course of a workday, the employee must report and shall be paid for all time actually worked. If the employee has exceeded the 84 hour overtime threshold for the 14-day work period, then the telecommunication compensation will be paid as overtime at a rate of one and one-half times the employee's regular rate of pay; otherwise, the telecommunication compensation will be paid as straight time.
- 7.7 Employees assigned as a canine officer will receive four (4) hours per pay period at their regular rate of pay for all off duty hours spent caring, grooming, feeding and otherwise maintaining their Police Service Dog.

SECTION 8 – PAY PERIODS

- 8.1 The compensation due all Employees shall be paid on a bi-weekly basis.

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 a monetary allowance of one hundred fifty dollars (\$150.00) per month payable on a bi-monthly (\$75.00 twice per month) basis. This section does not apply when an employee is on worker's compensation (LC 4850 leave) or unpaid leave.
- 9.2 Allowance shall 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 Newly appointed, sworn personnel shall be issued departmental standard service items at City expense.
- 9.4 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.
- 9.5 The City shall incur all costs of uniform replacement if the uniform is soiled by hazardous materials, damaged beyond repair during the course of employment, or if the Chief of Police changes uniforms more than once per every five years.

SECTION 10 -- COURT PAY

- 10.1 The City shall compensate employees as follows:
 - a. For actual court appearance during non-duty hours, four (4) hours minimum of overtime compensation, at time and one-half (1 ½) the employee's regular rate of pay.
- 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) the employee's regular rate of pay. 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) the employee's regular rate of pay. An additional two hours will be paid if the employee is held over for the court's second session of the day.
- 10.5 Should an employee on callback, pursuant to Section 7, be called to court, then Section 10 of this article shall apply, and overtime shall be paid in accordance with that Section.

SECTION 11 -- POST CERTIFICATE COMPENSATION/EDUCATIONAL INCENTIVE

- 11.1 Employees, in the position classifications referenced below, who attain or possess a qualified educational degree as detailed in Section 11.2, and/or professional P.O.S.T. certificates for their position shall be paid no more than a total of 10% in addition to their base pay:

POLICE SERGEANT/OFFICER

P.O.S.T. Intermediate Certificate - 5.0%
P.O.S.T. Advanced Certificate – 2.5%
P.O.S.T. Supervisory Certificate – 2.5%

Associate degree or equivalent -5.0%
Bachelor's degree – 5.0%
Master's degree - 5.0%

(Cumulative Maximum 10%)

- 11.2 An educational degree in the field of police sciences or similar field as approved by the City Manager must be obtained from an educational institution that has been accredited and recognized by the USDOE and/or the CHEA.
- 11.3 Tuition Incentive: The City shall reimburse employees for actual expenses upon successful completion of the class or classes not covered by other sources. The class or classes must be related to the employee's position and provide direct benefit to the City. Advance approval of the course must be obtained in order to be covered by reimbursement. The City will reimburse the employee for fifty percent (50%) of the incurred costs of tuition, books and fees, subject to a fiscal maximum of \$1,500, and a lifetime maximum of \$4,500. If available, and should the member enroll in the Working Scholars City Government program, the City will cover the cost of the program with the total City contribution not to exceed \$8,000.

SECTION 12 – ASSIGNMENT PAY

- 12.1 Assignment pay for certain additional duties of an employee's existing classification may be warranted.
- 12.2 Special assignment duties and responsibilities include those associated with Field Training Officer; School Resource Officer, Detective, Canine Officer and Detective Sergeant. The Police Chief may designate other special assignment duties and responsibilities and authorize the assignment pay.
- 12.3 Employees assigned such duties shall receive assignment pay at 5% of the employee's base rate of pay. The assignment pay shall cease when the employee is not assigned such duties.
- 12.4 The Chief of Police or designee may assign an employee, utilizing a selection method exclusively at his/her discretion. In order to be selected for a special assignment, an employee must have successfully completed their probationary period with the City.
- 12.5 Employees assigned to those classifications in Section 12.2 may be removed at the discretion of the Chief of Police or designee, upon approval by the City Manager and, unless specifically stated as such, removal of the assignment is not punitive in nature.
- 12.6 At the discretion of the Chief of Police, a total of four employees may be assigned as Accident Investigators, which is considered an ancillary assignment to their regular duties. Those four positions will include: (1) Sergeant and (3) Officers, maximum. Employees assigned as Accident Investigators who have received **Accident Reconstruction Certification**, along with all the prerequisite training, shall receive 5% assignment pay. Employees assigned as Accident Investigators who have received **Advanced Accident Investigation Certification**, along with all the prerequisite training, shall receive 2.5% assignment pay. An employee shall not receive more than 5% assignment pay when assigned as an Accident Investigator; i.e., if the employee has both an Advanced Accident Investigation Certification and Accident Reconstruction Certification, the employee shall only receive 5% assignment pay (and not 5% + 2.5%). Accident Reconstruction

Certificate and Advanced Accident Certificate pay will be in addition to any other special assignment pay, as per Section 12.2.

SECTION 13 – RESIDENCY REQUIREMENT/COMPENSATION

- 13.1 All POA members who currently receive this benefit and are full time residents within the City (including the unincorporated area surrounding the City with a Desert Hot Springs address) shall receive an additional \$100.00 per month paid on a bi-monthly (\$50 twice per month) basis. A list of members who are residents and qualify shall be provided on a quarterly basis to the Payroll Department.
- 13.2 All new employees hired after June 30, 2019 shall not be eligible to receive the Residency Compensation.

SECTION 14 - BILINGUAL/AMERICAN SIGN LANGUAGE PAY

- 14.1 Employees who qualify for bilingual pay shall receive an increase of five percent (5%) of their base rate. In order to be eligible for bilingual pay, pay, successful passing of an examination must occur.

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 Chief of Police, provided that such damage occurs while said officer is in the performance of his/her police duties.

SECTION 16 – ON-CALL PAY

- 16.1 Any Detective who is assigned to be on-call by their supervisor for seven (7) consecutive days shall compensated for five (5) hours of straight time at the employee's regular rate of pay. Compensation can be taken as either cash or Compensatory Time Earned (CTE) at the employee's discretion. Should the employee actually be called to duty while on on-call status, he/she shall be paid at the rate of one and one half (1 ½) times his/her regular rate of pay for each hour worked as a result of being called back to duty, in addition to the on-call pay.

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, Chief of Police, Human Resources Director and City Manager.
- 1.3 Each employee's performance evaluation shall be discussed with the employee and placed in their personnel file.

SECTION 2 – PROBATIONARY STATUS

- 2.1 Initial appointments to a position shall be subject to a probationary period of eighteen (18) months for academy graduates with no Basic POST. Lateral transfers 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. The probationary period may be further extended for an equivalent period of time if the employee is absent due to illness or injury.
- 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. The probationary period may be further extended for an equivalent period of time and employee is absent due to illness or injury.
- 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.

SECTION 4 – PROMOTIONS - SERGEANT

- 4.1 All testing for promotion to Police Sergeant shall be administered by the Human Resources Department of the City. All tests shall be administered equitably and fairly for all applicants. DHSPOA employees in the Police Officer classification that meet the minimum qualifications for Police Sergeant and have received at least a rating of "meets expectations" on their most recent performance evaluation shall receive an additional five percent (5%) added to their final cumulative score in the Police Sergeant examination process.
- 4.2 Whenever the City opens the recruitment process for Police Sergeant, employees shall have the opportunity to apply for promotion; notice of such recruitment shall be posted on City bulletin boards.
- 4.3 The City reserves the right to open all recruitments to obtain applications from persons most qualified for the position.
- 4.4 Once an eligibility list is established, candidates shall be notified, in writing, whether they have been placed on the eligibility list. Candidates may arrange to review their individual test results with the Support Services Manager or the Human Resources Director.
- 4.5 Any candidate may be selected from the eligibility list. An eligibility list shall be valid for up to one-year, however, the Chief of Police may determine that a new list shall be established if less than three (3) eligible and available candidates remain on an eligibility list

**ARTICLE IV
BENEFITS**

SECTION 1 – HEALTH, DENTAL, AND VISION INSURANCE

- 1.1 The City shall provide employees with the option of purchasing health insurance for each full-time employee and eligible dependent.
- 1.2 Spouse, domestic partner and dependent coverage shall continue to be available as provided through the City's plan.
- 1.3 **Effective for the Health Plan premiums due in July 2012 and thereafter**, the City shall pay the premium amounts for employees and their eligible dependents that are enrolled in the City's Health plans subject to the maximum amounts set forth in Section 1.4, below. The City or the POA may reopen negotiations at any time during the term of the MOU to address the impact of the Affordable Care Act, provided that no changes may be made by the City unless they are either (1) mandated by the ACA or (2) mutually agreed upon by the parties.
- 1.4

| TIER | PLAN | PREMIUM | ER CONTRIBUTION |
|---------------------|-----------------------|---------|-----------------|
| Employee Only | Anthem Blue Cross EPO | 728.54 | 685.92 |
| | Anthem Blue Cross PPO | 699.70 | 657.08 |
| | Kaiser HMO | 473.21 | 430.59 |
| | Dental PPO | 57.79 | 57.79 |
| | Dental HMO | 14.60 | 14.60 |
| | Vision | 14.55 | 14.55 |
| Employee & Spouse | Anthem Blue Cross EPO | 1493.50 | 1399.51 |
| | Anthem Blue Cross PPO | 1434.37 | 1340.38 |
| | Kaiser HMO | 979.48 | 885.49 |
| | Dental PPO | 109.11 | 109.11 |
| | Dental HMO | 30.50 | 30.50 |
| | Vision | 24.95 | 24.95 |
| Employee & Children | Anthem Blue Cross EPO | 1347.79 | 1270.49 |
| | Anthem Blue Cross PPO | 1294.44 | 1217.14 |
| | Kaiser HMO | 887.72 | 810.42 |
| | Dental PPO | 135.87 | 135.87 |
| | Dental HMO | 31.60 | 31.60 |
| | Vision | 25.47 | 25.47 |
| Employee & Family | Anthem Blue Cross EPO | 2039.90 | 1787.79 |
| | Anthem Blue Cross PPO | 1959.15 | 1707.04 |
| | Kaiser HMO | 1348.34 | 1096.23 |
| | Dental PPO | 167.73 | 124.90 |
| | Dental HMO | 46.95 | 4.12 |
| | Vision | 41.06 | 33.00 |

SECTION 2 – LIFE INSURANCE

- 2.1 The City agrees to provide each full-time employee with group term life insurance coverage in the amount of one hundred thousand dollars (\$100,000) subject to the eligibility requirements of the insurance carrier.

SECTION 3 – PUBLIC EMPLOYEE’S RETIREMENT SYSTEM (CalPERS)

- 3.1 Retirement Tiers
The City shall provide contractual coverage under the CalPERS Retirement System as provided below:
- A. DHSPOA employees employed prior to October 1, 2012 shall continue be covered by the 3% @ age 50 retirement formula with a single highest year final compensation period.
 - B. DHSPOA employees hired by the City for the first time to perform work as a peace officer, after October 1, 2012 and before January 1, 2013 or hired after January 1, 2013 and determined to be eligible by CalPERS to be “classic” employees within the provisions of PEPR shall be covered by the 3% @ age 55 retirement formula with a 3 year final compensation period.
 - C. DHSPOA employees hired after January 1, 2013 and determined to be new employees by CalPERS under the provisions of PEPR shall be covered by the 2.7% @ age 57 retirement formula with a 3 year final compensation period.
- 3.2 All DHSPOA employees shall pay the Employee’s normal contribution rate up to a maximum of 9.0% for classic members and 50% of normal cost for new members under PEPR.
- 3.3 The City shall create a web link on the City’s website so members can view their CalPERS retirement benefits.

SECTION 4 – DEFERRED COMPENSATION PROGRAMS

- 4.1 The City shall offer deferred compensation programs (457 plans) to employees in the DHSPOA as a voluntary employee election.

SECTION 5 – STATE DISABILITY INSURANCE (SDI)

- 5.1 The City and DHSPOA agree that as of January 1, 2013, the City shall no longer enroll employees in the State disability program.

SECTION 6 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 6.1 The City shall offer Employee 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.
- 6.2 Services shall be provided as defined in the EAP pamphlet on file with the City’s Human Resources Department.
- 6.3 The City shall pay the premium amount on behalf of the employee and family.

ARTICLE V
LEAVES

SECTION 1 – SICK LEAVE

- 1.1 Employees may use sick leave to receive their regular rate of pay when they are absent from work due to their own illness or injury, or otherwise required by law. Employees who have been on extended absence due to illness or injury may be required to submit a doctor's statement that they may return to work.
- 1.2 The amount of sick leave earned by employees shall be limited to 96 hours per year. Sick leave shall be accrued at a rate of 3.69 hours per pay period.
- 1.3 Absence due to approved paid leave of absence shall not affect accumulations of sick leave.
- 1.4 Unused accumulated sick leave will not be paid to the employee upon separation from employment with the City.

SECTION 2 – VACATION LEAVE

- 2.1 The amount of vacation leave earned by employees shall be as follows:

| Length of Employment | Hours/Pay Period | Hours/Year |
|-----------------------------|-------------------------|-------------------|
| Less than five years | 3.08 | 80 |
| 5-10 years | 4.62 | 120 |
| 11-15 years | 6.15 | 160 |
| 16 plus years | 6.92 | 180 |

- 2.2 Employees cannot accrue more than three hundred (300) hours of vacation leave. Any employee exceeding 300 hours will not earn vacation leave hours until their vacation leave balance drops below 300 hours.
- 2.3 Vacation leave cannot be used during the first six (6) months of employment. If an employee separates from employment with the City, unused accumulated vacation leave will be paid to him or her in one lump sum, at the base rate of pay. Unused accumulated sick leave will not be paid to the employee upon termination.
- 2.4 Employees are encouraged to use their accrued vacation leave. An employee who fails to submit a vacation request to his or her supervisor, or to sign up for vacation time during any twelve month period may be assigned by the Police Chief, or designee, to use vacation leave for a vacation.
- 2.5 Cashing Out Accrued Vacation Leave: Upon four (4) weeks advanced written notice to the City's Payroll Department. No employee may cash out accrued, unused vacation leave, at their regular rate of pay. No Employee may cash out vacation leave hours more than twice per fiscal year, unless an employee requests an additional cash out due to an "unforeseen emergency" (defined as an unanticipated emergency that would result in sever financial hardship to the employee if additional cash is not permitted. The maximum number of hours that may be cashed out at any time shall be eighty (80) hours; however, an employee may not cash out hours that would result in his or her accumulated vacation leave to drop below eighty (80) hours for a total of 160 hours per fiscal year.
- 2.6 Effect of Absence on Leave Crediting: An absence due to a vacation, illness, injury or

other approved paid leave of absence shall not affect accumulations for vacation and sick leave. Employees who are on an unpaid leave of absence shall not accumulate any leave during such an absence.

- 2.7 Unpaid Leave: An employee who has been in the service of the City continuously for one (1) year and has completed his or her probationary period successfully, may be allowed a leave of absence without pay to attend to his or her private affairs or other matters by submitting a written request to the City Manager. The City Manager shall have the discretion to approve/disapprove such request. The length of the leave of absence shall be approved by the City Manager, but in no event to exceed four (4) months without City Council approval.

SECTION 3 – COMPENSATORY LEAVE

- 3.1 An employee wishing to use his/her accumulated compensatory leave must provide reasonable Notice to his/her supervisor. If reasonable notice is provided, the request will only be denied if the Request is unduly disruptive to the operations of the Police Department. For purposes of this Agreement, reasonable notice is defined as at least one calendar week. If an employee wishes to Use compensatory time with providing reasonable notice, the decision to grant or deny that Request will be at the discretion of the employee's supervisor.
- 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 supervisor and Police Chief.
- 3.3 An employee may carry to the next calendar year a maximum of one hundred sixty (160) hours of compensatory leave. Exceptions to this policy may be approved by the City Manager, upon recommendation of the Police Chief. The City shall comply with the Fair Labor Standards Act (FLSA) in regards to maximum accruals allowed by law.
- 3.4 When an employee separates from the City service for any reason, the employee shall be compensated for any accrued unused compensatory leave at the employee's regular rate of pay at the date of separation, unless otherwise required by law.

SECTION 4 – HOLIDAY LEAVE

- 4.1 The City shall provide employees holiday pay as stated in Article II "Compensation", Section 6.

SECTION 5 – BEREAVEMENT LEAVE

- 5.1 Employees shall be entitled to a maximum of five (5) work days of paid bereavement leave per incident.
- 5.2 Eligibility for bereavement leave shall apply to the death of immediate family members, as defined herein.

SECTION 6 – WORKERS' COMPENSATION LEAVE

- 6.1 The City shall provide employees with work related disability leave as defined herein.
- 6.2 Employees substantially disabled by bodily injury, or sickness in the course and scope of

employment shall be paid their regular salary consistent with the requirements of Labor Code section 4850, i.e., up to a maximum of twelve months (4850 pay) from the date of disability causing the employee to be off work.

- 6.3 The City shall make all reasonable efforts to provide employees with modified duty assignments as needed.
- 6.4 During the time the employee is substantially disabled, the employee shall continue to accrue vacation and sick leave and seniority for purposes of pay adjustments or advancements.

SECTION 7 – MILITARY LEAVE

- 7.1 The City shall grant military leave with pay in accordance with State and Federal law.
- 7.2 In addition, employees on ordered military leave, when such orders require the employee to be stationed out of the United States, shall receive up to twelve (12) months of compensation from equivalent to the difference between the employee's compensation for military duty and the employee's compensation for military duty.

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, unrelated to any protected 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.
- 8.6 When a request for unpaid FMLA and/or CFRA leave has been approved, an employee shall be required to use and exhaust any and all accrued leaves, including sick leave, vacation leave and compensatory time off, to be run concurrently with the FMLA and/or CFRA leave. An employee will only be required to use and exhaust sick leave if the unpaid FMLA and/or CFRA leave would otherwise qualify as sick leave under the terms of this Agreement and City policy. If an employee is receiving paid disability benefits, he or she will have the option to use the proportionate share of paid leaves so that they are receiving up to the full value of their regular base salary.

SECTION 9 – TRAINING LEAVE

- 9.1 The City, may grant, subject to operational needs, 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 authorized by the Police Chief or designee, upon approval by the City Manager.

- 9.3 Duty days and Required Days Office (RDO'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. The supervisor may not authorize an employee to use more than two (2) hours from work with pay for voting.
- 10.3 The authorized time for voting shall be at the beginning or end of work period only, or whichever allows the employee the most time for voting and the least time away from work. 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 – CATASTROPHIC LEAVE DONATION

- 11.1 Circumstances may arise where an Employee or the Employee's immediate family may suffer an unforeseen event, which may have a catastrophic effect on the Employee and/or the Employee's family. Under such a circumstance the Employee may request leave donation from fellow Employees under the following procedures:
- 11.2 Employee's Own Personal Extended Illness. An employee who is suffering from a serious illness or a serious injury is eligible for short term disability insurance and may have annual leave donated to cover the difference between payments received from the disability insurance provider and the Employees full salary and to cover the cost of any insurance plan provided by the City.
- 11.3 Serious Illness or Injury of a Member of the Employee's Immediate Family. An Employee whose immediate family member is suffering from a serious illness or injury may have vacation leave donated to provide him/her with time off from work to care for that family member. Said donated leave will be used to continue the Employee on payroll until said leave is exhausted.
- 11.4 Leave Donation Eligibility Procedures:
- The Employee seeking leave donation must have exhausted all available vacation leave, sick leave, and compensatory time.
- The Employee must submit a request for leave donation to the Human Resources Department for review and approval of the City Manager or designee. The Employee will be required to provide medical documentation for the need of this leave donation.
- 11.5 Leave Donation Procedures
- The donation of leave is voluntary and is irrevocable once donated.
- Employees wishing to donate leave will submit to the Human Resources Department an authorization for transfer of leave form.
- Employees may donate accrued vacation or compensatory time off (CTO) in excess of 96 hours.
- The donated leave will be put in to a "Catastrophic Leave" account and can only be used for the purposes identified.

Donated leave will be credited to the "Catastrophic Leave" account at the Employee's hourly rate of pay or the donating Employee's rate of pay, whichever is less.

Any time remaining in an Employee's "Catastrophic Leave" account upon return to work will be transferred to a "Catastrophic Leave Bank" for use by other Employees who qualify under the provisions of this Section. The "Catastrophic Leave Bank" will have a cap of 320 hours.

In no case will an Employee be able to convert the donated leave to cash or be paid for any remaining balance of donated leave. All donations will be maintained as confidential information.

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 the Memorandum of Understanding, 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 DHSPOA 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 in the Memorandum of Understanding.

SECTION 2 – ORDER OF LAYOFF

- 2.1 Layoffs 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.
- 2.2 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.
- 3.4 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 one (1) year, 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 all applicable 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. Employee's laid off while on probation must serve a new probationary period following re-employment.

ARTICLE VII NON-DISCRIMINATION

In accordance with federal and state law, the parties agree it is an unlawful employment practice to discriminate on any basis that is protected by law.

ARTICLE VIII HEALTH AND SAFETY

SECTION 1 – SAFETY RESPONSIBILITIES

- 1.1 The City and the DHSPOA 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
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 the Memorandum of Understanding.

SECTION 2 – REPRESENTATION

- 2.1 Employees may be represented by a DHSPOA representative, legal counsel or a representative of their choice at pre-disciplinary conferences and/or post-disciplinary appeal hearings. Nothing in this section is intended to grant any pre-termination protections or other property rights to employees who are deemed "at will" employees under the City's Personnel Rules or under applicable law.
- 2.2 Notwithstanding references in this Article, the Police Officers' Bill of Rights shall apply to any/all Public Safety employees subject to these Terms and Conditions of Employment.

ARTICLE X
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 Memorandum of Understanding.
- 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 Memorandum of Understanding.

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.

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 the Memorandum of Understanding 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.
- 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 five (5) 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.
- 3.12 The grievance shall be considered resolved, and no further review of the subject matter of the grievance shall be permitted when 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 Administrative Services Director, the grievance shall be informally discussed with the Human Resources Director. If the informal discussion does not satisfactorily resolve the grievance, the formal grievance procedure detailed in Section 3 will be initiated with the Human Resources Director 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 XI APPEAL PROCEDURES

SECTION 1 – REQUEST FOR DISCIPLINARY HEARING

- 1.1 A non-probationary employee, who believes he or she has been suspended, or demoted without alleged just cause shall have the right to appeal the imposition of that disciplinary action.
- 1.2 When an employee or a representative, or the employee's legal counsel requests a disciplinary hearing, the request shall be in writing, signed by the employee, and presented to the Employee Relations Officer within ten (10) days after the notification date of the imposition of the disciplinary action. 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 hearings shall be conducted in private.
- 1.4 If the employee fails to request a disciplinary 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 HEARING

- 2.1 The City shall schedule any disciplinary hearing within a reasonable time after the filing of the employee's request, considering the availability of a hearing officer, the convenience of the employee and the witnesses, if any.

SECTION 3 – HEARING OFFICER

- 3.1 The City Manager shall serve as the hearing officer for disciplinary hearings except that the City Manager may authorize a designee to serve as the hearing officer for any disciplinary hearing that does not involve termination.
- 3.2 The hearing officer shall be a neutral third party for appeals involving termination.
 - a. The hearing officer shall be selected from a list of five (5) names submitted by an outside source mutually agreed upon by the City and DHSPOA.
 - b. The selection process shall consist of the City and DHSPOA alternately striking a name from the list until one name remains which will be the appointed hearing officer. A coin toss shall determine which side initiates the above mentioned process.
 - c. The cost for the hearing officer shall be shared equally by the City and DHSPOA.

SECTION 4 – REPRESENTATION AT DISCIPLINARY HEARING

- 4.1 The employee may appear at the disciplinary hearing personally, may be represented by DHSPOA, by legal counsel, or a representative of his / 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 hearing and shall be required to prove the charges against the employee by a preponderance of the evidence.
- 5.2 The disciplinary hearing shall be conducted according to the technical rules of evidence.

SECTION 6 – CONDUCT OF DISCIPLINARY HEARING

- 6.1 The conduct of the disciplinary 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 thirty (30) calendar days after the disciplinary hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law.
- 7.2 The hearing officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the employee.
- 7.3 The hearing officer's decision constitutes a final and binding resolution of any disciplinary action

and no further appeal shall be permitted.

SECTION 8 – EFFECTS OF CERTAIN DISCIPLINARY ACTIONS

- 8.1 The provisions of the Police Officer's Bill of Rights (California Government Code Sections 3300-3313) 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
MODIFICATION**

SECTION 1 – SEVERABILITY

- 1.1 Notwithstanding any other provisions of this Memorandum of Understanding, in the event that any Article, Section, or Subsection of this Memorandum of Understanding 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 Memorandum of Understanding, or impose additional obligations on the City, all other Articles, Sections or Subsections of this Memorandum of Understanding not affected shall continue in full force and effect.

**ARTICLE XIV
DHSPOA 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 DHSPOA agrees that it will take all reasonable steps to cause the employees represented by this Memorandum of Understanding, individually and collectively, to perform all police duties as determined by the City Manager.
- 1.2 The DHSPOA, 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 DHSPOA, 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.
- 1.5 DHSPOA employee, participating in any conduct, prohibited by this article, shall be subject to discipline, up to and including termination.

**ARTICLE XVI
DEFINITION OF TERMS**

SECTION 1 – ACTING DUTY

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

SECTION 2 – CLASSIFICATION

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

SECTION 3 – WORKDAY

A calendar day of 24 hours.

SECTION 4 – DEPARTMENT HEAD

An individual assigned to management or supervisory positions designated as a department head by the City Manager.

SECTION 5 – EMPLOYEE

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

SECTION 6 – FULL-TIME

The work period of an employee in the classified service in a classification approved by the City Council to work 30 hours or more in a designated work week.

SECTION 7 – IMMEDIATE FAMILY

Shall include an employee's spouse, mother, father, step parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, child, stepchild, daughter-in-law, son-in-law, grandparent, spouse's grandparents, grandchild, domestic partner; or any relative, including a foster child, living in the immediate household.

SECTION 8 – LEAVE

An authorized absence from work.

SECTION 9 – MANAGEMENT

An employee assigned to classifications by the City Manager, responsible for the supervision or management of department(s), division (s) or program(s).

SECTION 10 – POSITION

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

SECTION 11 – PREVAILING RATE

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

SECTION 12 – SENIORITY

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

SECTION 13 – SHIFT SELECTION

Effective July 1, 2017, Sergeants and/or Officers who have been assigned the same shift for 12 consecutive months or two shift rotations, shall be required to change shifts for one rotation or six months, unless otherwise assigned by the Chief of Police. In addition, this will require the Sergeant and/or Officer to change from night shift to day shift or the opposite if that applies for this rotation.

SECTION 14 – STANDARD WORK WEEK

Saturday to Friday

REPRESENTATIVES OF THE
DESERT HOT SPRINGS POLICE ASSOCIATION



LARRY GAINES
DHSPOA President

REPRESENTATIVES OF THE CITY OF
DESERT HOT SPRINGS



CHARLES MAYNARD
CITY MANAGER



JERRYL SORIANO
CITY CLERK

**APPENDIX B
CITY OF DESERT HOT SPRINGS
SALARY RANGES**

Salary Rates effective 06/22/2019

| | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Police Sergeant | \$ 7,627.67 | \$ 8,009.05 | \$ 8,409.51 | \$ 8,829.98 | \$ 9,271.48 |
| Police Officer | \$ 5,432.90 | \$ 5,704.54 | \$ 5,989.77 | \$ 6,289.26 | \$ 6,603.72 |

