MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA HABRA AND THE LA HABRA POLICE ASSOCIATION/ SWORN EMPLOYEES FOR THE PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF LA HABRA AND THE LA HABRA POLICE ASSOCIATION/
SWORN EMPLOYEES FOR THE PERIOD
JULY 1, 2015 THROUGH JUNE 30, 2016

Pursuant to Resolution No. 1759 of the City of La Habra (hereinafter referred to as "City") and the Meyers-Milias-Brown Act, the duly authorized representatives of the La Habra Police Association/Sworn Employees (hereinafter referred to as "Association") have met and conferred in good faith with the duly authorized appointees of the management representatives of City; and it has mutually been agreed to submit and recommend to the City Council of the City of La Habra, the adoption of a salary resolution including the following position classifications and salary schedules set forth herein and other changes in compensation as noted below:

ARTICLE ONE – EMPLOYEE AND EMPLOYER RIGHTS

SECTION I. Employee Rights:

Employees of this unit shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer/employee relations, including but not limited to wages, hours and other terms and conditions of employment. Employees of City also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by City or by any employee organization because of his exercise of these rights.

SECTION II. Management Rights:

All rights of City not specifically limited by the terms of this "Memorandum of Understanding" are hereby reserved to City. Further, it is understood by the parties that the meet and confer process resulting in this "Memorandum of Understanding" (hereinafter referred to as "MOU") provided ample opportunity for all matters to be considered and this specifically set forth. The exclusive management rights of City are included, but not limited to, the right:

A. Direct the work of its employees.
B. Hire, promote, demote, transfer, assign, classify, lay off, and retain employees in positions with City.
C. Discipline employees for proper cause.
D. Take actions as may be necessary to carry out the mission of City in emergencies.
E. Determine methods, means and personnel by which operations are to be carried on.
F. Determine the budget, organization and the merits, necessity and level of activity or service provided to the public.
G. City agrees to continue current discussions with the POA on an alternate work schedule in an attempt to reach agreement; however, if no agreement is reached by December 1, 2011, then the Police Chief will have the right to determine and implement a revised work schedule. The special assignment rotation policy shall provide for what has been commonly discussed as a 3-1-1 process whereby the initial period of assignment is generally three years, with two subsequent extensions of one year being available subject to the requirements of the policy.

ARTICLE TWO – COMPENSATION

SECTION I. Salary:

A. Effective July 1, 2014, the City will agree to add a new merit based two and one-half percent (2.50%) top step for all employees (Step J). Employees will be eligible for the new top step on their regular salary anniversary date if they receive an overall performance evaluation rating of "Competent" or better.

B. Based upon the salary schedule in effect on June 26, 2015, the City will provide a one-time lump sum pay adjustment of three percent (3%) to all full-time employees. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 x .03

C. Effective June 27, 2015, the City will provide a two percent (2%) Cost of Living Adjustment to all sworn employees.

D. Effective July 1, 2015, the City will combine steps F, G, and H into one 3% step.

SECTION II. Salary Steps (Salary Resolution Attached):

A. Effective December 2, 2000, City and Group agree to adjust the time period between steps E through J to a period of one year between each step. Step increases are based on merit.

B. The 2.5% longevity program for employees with 10 or more years of service is discontinued. Employees will no longer receive 2.5% longevity pay. In lieu of the longevity program, the salary schedule has been extended to include steps F through J. For initial eligibility and placement on the schedule (Steps F through J), the following provisions apply:

1. No employee will be placed above Step H initially, regardless of the number of years of service worked. Eligibility for placement at steps F-H will be effective July 6, 1997. The time served at the new steps (F-J) will be counted from December 1, 1996.
2. Employees must serve the required time period at each step in order to be eligible for a merit step increase.
3. All step increases are based on merit and must be recommended by the employee's supervisor, subject to approval of the Police Chief, or designee.
4. City and Association have agreed in a side letter on the placement of employees on the new salary schedule.

SECTION III. Special Assignment Pay:

A. **Temporary Assignments**: Temporary assignment shall include all persons assigned to adult investigation, juvenile investigation, narcotics and vice, traffic division, administrative services and K-9 unit. Employees in the traffic division riding motorcycles shall receive six hours of compensatory time per month for maintenance of such vehicles.

B. Effective January 1, 2009, police officers, corporals, sergeants and lieutenants assigned to investigation, including juvenile, narcotics, SRO/gangs, DARE and vice, personnel and training, traffic, DUI, administration, K-9 and motors will be paid $300.00 per month.

C. Effective July 1, 2013, employees assigned to motors and K-9 special assignments who receive monthly maintenance compensatory time (six hours for motors and fourteen hours for K-9) and have reached the 440 hour maximum allowable compensatory time cap will receive pay in lieu of the compensatory time hours at straight time hourly rate of pay. Once the compensatory time hours fall below the 440 hour maximum cap, compensatory time hours will resume.

D. Effective July 1, 2014, employees working K-9 assignment will receive 20 hours of compensatory time per month for K-9 care and maintenance. For those employees assigned to K-9 and who have reached the 440 hour maximum allowable compensatory time cap will receive pay in lieu of the compensatory time hours at straight time hourly rate of pay.

SECTION IV. Field Training Officer Pay:

Effective July 6, 1997, police officers formally assigned as a Field Training Officer with the task of training a new police officer will receive an additional 5.00% for up to a maximum of 12 weeks, unless further authorized training is approved by the Police Chief or designee. Corporals will no longer receive 2.5% field training officer pay.

SECTION V. Education Incentive Compensation:

The Educational Incentive Compensation Program shall apply to all sworn police personnel up to and including the rank of Police Lieutenant and qualified personnel shall be eligible for additional compensation as follows:

Effective December 1, 1994, the Educational Incentive Program will be modified as follows:

	Monthly Compensation				
	POST Only	60 Units/ AA Equivalent	AA/AS Degree	BA/BS Degree	MA/MS Degree
Basic POST	0	50	60	100	125
Interm. POST	100	110	120	150	200
Advanced POST	150	180	200	250	300
Supervisory POST	200	220	250	300	350

SECTION VI. Overtime:

A. Sergeants and Lieutenants called in for staff meetings will be paid straight time with 4 hour minimum.

B. Overtime shall be compensated at the rate of one and one-half (1 ½) the regular pay rate for all time worked in excess of regularly scheduled work shift or work week. When employees are called out after completing their shifts, they shall be paid a minimum of four hours at straight time. Holidays, vacation, sick leave, personal days, and compensatory time off shall be time worked for the purpose of overtime calculation. Employees may not volunteer nor initiate overtime by signing up for any shift immediately proceeding or immediately following the use of approved leave, unless such overtime is ordered, directed or requested by the Watch Commander, Bureau Commander or designated supervisor. Approved leave

includes sick leave (including bereavement), vacation, compensatory time off, holidays, and personal days off. It is the intent of this section to avoid an employee taking time off, so as to work overtime at an overtime rate. It is recognized that such circumstances might happen and be the best solution to a staffing problem, but only Lieutenants or Bureau Commanders, or his/her designated subordinate supervisor shall authorize overtime in such circumstances. This policy is supplemental to FLSA requirements.

SECTION VII. Call/Court Time:

It shall be the policy of the La Habra Police Department to compensate its full time, sworn employees for "on-call" and court appearances in accordance with the following procedures.
Effective July 1, 2014, the City agrees to discuss language regarding court overtime and on-call procedures.

A. **Definitions**:

Court: In most instances the Court is the facility in which judicial proceedings occur. In the majority of cases the Court will be the Orange County Superior Court at the North County Justice Center in Fullerton or another Superior Court. In other situations, the term Court may apply to a location where DMV, ABC, or Parole hearings take place, and it may also include a location where deposition(s) are to be taken or other legal hearings are to be conducted.

Court Liaison Office: The Court Liaison Office is a working element of the La Habra Police Department for among other things to facilitate the subpoena, on-call, appearance, and proper compensation of La Habra Police Department employees.

Eligible Employee: The provisions of this letter of agreement shall apply to all full time sworn personnel that are members of the Police Sworn bargaining group.

Notification: Notification is the process of informing an eligible employee about the status of a case for which he/she has been subpoenaed. Whenever an eligible employee is to be notified of the need to appear, there will need to be a telephonic conversation with the employee or other responsible person taking phone calls for the employee. Upon being so notified, the employee shall not attempt to question the need for the appearance with the Court Liaison staff. Any inquiries should be made to the Watch Commander. Whenever an eligible employee is being notified of a change to an "Off Call" status, the notification may be made to an acceptable answering device.

On Call: "On-Call" is a privilege granted by the Court or other legally established proceeding, wherein a person under subpoena is allowed to remain at home, work, or wherever; provided that that person can be contacted and immediately respond to the Court or designated location within one hour. Upon arrival at the court, the sworn employee is to be properly attired and prepared to participate in the matter for which (s) he was under subpoena.

Sessions: Sessions are the two portions of the court day. The AM Session occurs before the lunch break and the PM Session occurs after the lunch break.

Subpoena: Subpoena is an order from a court or other legally established proceeding, requiring the appearance of the person so named, to appear as indicated, under penalty for failure to appear.

Trailing: "Trailing" refers to a matter that has been scheduled for a specific date but for various reasons, including by order of a judge or presiding official, trails to the following or subsequent day(s). Persons under subpoena for the scheduled court date remain under subpoena for the "trailing" day(s) unless excused by the Court Liaison Office, Court, or person presiding over the legal proceeding.

B. **Subpoena Processing and Service Procedures**:

1. Whenever possible, subpoenas related to official duties of a full time sworn employee shall be presented and accepted on behalf of the subpoenaed employee at the Court Liaison Office located in the North Justice Center, 1275 N. Berkley Avenue, Fullerton, CA 92835.

2. Upon receipt, the Court Liaison Staff shall review the subpoena for acceptance.
   a. If rejected, the subpoena shall be returned to the issuing entity with an explanation for the rejection (i.e. sworn employee's scheduled vacation).
   b. If accepted, the subpoena shall be logged into the subpoena database for tracking.

3. Upon completion of the logging process, the subpoena shall be delivered to the La Habra Police Department for delivery to the affected employee in accordance with Department Procedures.

4. Upon acceptance, the employee is responsible to fulfill the obligation of the subpoena.

C. **On Call Procedures and Compensation**:

1. **Off Duty**: An off duty employee under subpoena shall provide the Court Liaison Office with a phone listing or notification indicating where and how they wish to be reached by voice and/or page notifications. Should the employee be needed to appear for court or be taken off-call, the Court Liaison Office will make notification as agreed. In the event of an appearance notification in which the Court Liaison Staff is unable to contact the employee, the employee shall be ineligible for compensation. In the event an employee in an on-call situation becomes unable to respond as required due to an unforeseen situation, the employee shall immediately notify the Bureau/Watch Commander who shall then notify the Court Liaison Office. Upon returning to duty, the sworn employee shall prepare a memorandum to their Bureau Commander explaining the circumstances. In this case, the Bureau Commander will make a decision regarding on-call compensation.
2. **On Duty**: An "On-Duty" employee is presumed to be available for court. If needed in court, the Court Liaison Staff shall first notify the employee's bureau/watch commander or supervisor and provide him/her with the details of the appearance situation. The eligible employee will then be provided with the appearance information. It is essential that the commander/supervisor be informed of the employee's absence prior to

responding to court. When making "off-call" notification to an on duty employee, the Court Liaison Office shall leave a message with the employee or his/her voice mailbox.

3. **Multiple Subpoenas**: If an employee is on-call for multiple subpoenas, the eligible employee shall notify the Court Liaison Office so that they can facilitate and coordinate appearances with the respective courts to avoid unnecessary delays or dismissals.
4. **Compensation**:
   a. An eligible employee shall be deemed "Off-Call", (and not entitled to compensation) once the Court Liaison Office or other competent authority makes notification. It is the obligation of the employee to check their voice mail or other agreed method of notification (pursuant to Section VII, A) to determine whether or not they remain under subpoena.
   b. An eligible employee who reports for work between 5:30 AM and 1:59 PM on the same day that they are under subpoena shall not be eligible for "On-Call" compensation. The intent of this provision is to compensate only those employees who must make themselves available on their personal time off due to a subpoena.
   c. A daytime employee cannot take an approved day off (i.e., sick, vacation, holiday, personal or comp day) and be "On-Call" simultaneously. The intent of this provision is to preclude eligible employees from taking an elective day off and gaining "on-call" compensation.
   d. Eligible employees who have completed their workday yet remain under subpoena shall not receive on-call compensation. However, the employee may remain on duty at their duty assignment until taken off-call or upon closure of the Court Day (normally 5:00 PM). In those instances, the employee shall be compensated at time-and-a half for the work time that exceeds their scheduled workday.
   e. If an employee under subpoena is not relieved from the subpoena by 5:00 PM of the business day preceding the date of the subpoena, then the employee shall be considered to be "On-Call" and shall be eligible for "On-Call" compensation (other than either of paragraphs VII, 4, b, c, or d above).
   f. If an eligible employee is "On-Call" on a court day that the employee is scheduled to work, the employee shall receive the following on-call compensation (other than either of paragraphs VII, 4, b, c, or d, above):

      1. **Swing Shift Employees**:
         a. (AM) Morning on-call: Employees will receive 4 hours of on-call straight time compensation.

         b. (PM) Afternoon on-call/appearance:
            1) Afternoon on-call: Employees will receive 1 hour of on-call straight time compensation (from 1330 to 1430); **OR**
            2) Afternoon appearance: Employees will receive 1 hour of compensation (from 1330 to 1430) at time and one-half (1 ½ X).

      2. **Graveyard shift employees**: Employees will be compensated for 4 hours of on-call compensation at straight time for AM or PM subpoenas (a total of 4 hours for the day).

g. If an eligible employee is "On-Call" on a court day that the employee is not scheduled to work, (and is not off on sick leave, vacation, holiday, personal day, or comp time), then the employee shall receive 4 hours of straight-time compensation.

The City is amenable to developing mutually agreeable language to address graveyard shift court on-call duty time.

h. In no event will an employee receive compensation for more than one subpoena for the same period of the same day.

D. **Court Appearances and Compensation**:

1. **On Duty Appearances**: An on duty employee required to appear in court, shall not normally receive additional court time compensation. However, an eligible employee who is required to remain at the court beyond the term of his/her normal workday shall receive overtime, provided that the employee has worked the full term of the normal workday. Eligible employees who are required to appear prior to the beginning of their daytime workday must inform their supervisor of the situation, and shall receive overtime if required to work beyond their normal workday.
2. **Lunch Breaks**: Off duty employees at court will not be compensated during the lunch break.
3. **Off Duty Appearances**: It is the employee's responsibility to inform the Court Liaison Office of their arrival and completion times. If the appearance is in a court other than the North Justice Center, then this notification should be accomplished by telephone.
4. **Compensation – With Subpoena**:
   a. **AM Session Appearance:** When an eligible, off duty employee is called into court or other venue for the AM session, the employee shall only receive their "On-Call" compensation (4 hours of straight time).
   b. **PM Session Appearance:** When an eligible, off duty employee is called into court for the PM Session, the employee shall be paid 3 hours, straight time compensation. Should the time at court (excluding the lunch break) exceed 3 hours, the off duty eligible employee shall be compensated at time-and-one-half for the entire time spent at court. In this situation, an eligible employee who is both "on-call" for the AM Session and then must appear in court during the PM Session would be eligible to receive both the on-call (4 hours of straight time) and appearance compensation.
   c. **AM and PM Sessions Appearance:** When an AM Session appearance continues into the PM Session, the eligible employee is entitled to the combined amount of the "On-Call" and Appearance compensation, up to 7 hours pay at straight time. When an appearance (not including lunch break) exceeds 7 hours in length, the employee will receive only the appearance pay at time-and-one-half.
   d. **OMTD or FTA:** If the matter is dismissed on behalf of the employee (such as OMTD or FTA), the employee may not be eligible for any compensation. A determination will be made upon evaluation of the employee's memo to their supervisor regarding their actions.
5. **Compensation – Without Subpoena**: If an off duty, eligible employee is called into court on a matter for which (s) he has not been subpoenaed, upon appearance, the employee shall receive 4 hours compensation at straight time. Should the time at court

(excluding the lunch break) exceed 4 hours, the off duty eligible employee shall be compensated at time-and-one-half for the entire time spent at court.

6. **Parking Reimbursement**: The City will reimburse employees for duty related court appearance, parking expenses. It is the employee's responsibility to submit a parking receipt, subpoena and a "Revolving Fund" Payment Request (green) form for reimbursement.
7. **Court Time Payroll Request**: It is the eligible employee's responsibility to properly complete the Court Time Payroll Request form and to indicate the number of hours and type of compensation that is expected. Upon completion, the form shall be submitted to a supervisor for review and approval. The choice of compensatory time or pay is at the employee's option unless the employee exceeds the FLSA accrual limits for compensatory time.

SECTION VIII. Bilingual Pay:

All sworn officers are eligible for bilingual pay, provided they are required to provide bilingual service, and have passed the required qualifying written and/or oral examination.

A. Effective July 2, 1995, City agrees to increase bilingual specialty pay from $75.00 per month to $125.00 per month.

B. City will eliminate the reading comprehension portion of the bilingual examination in determining eligibility for bilingual pay.

C. Effective July 1, 2011, individuals demonstrating "conversational" fluency as measured by the City shall be eligible to receive a $25 per month bilingual payment.

D. Effective January 1, 2012, individuals demonstrating "conversational" fluency as measured by the City shall be eligible to receive an additional $25 per month for a total of $50 per month bilingual payment.

E. Effective July 1, 2015, the City will increase bilingual pay by $50 per month to a maximum of $200 per month for fluency and $125 per month for "conversational" fluency.

SECTION IX. Uniforms and Equipment:

A. New personnel will be issued uniforms and equipment in accordance with a general order of the Chief of Police, or designee.

B. Personnel employed as of the date of this MOU shall have uniforms replaced as necessary. Replacement shall be determined by the Chief of Police or his designee.

C. The approved year-round uniform for sworn personnel shall be the "summer uniform" as described in department regulations (no tie required). The uniform may require changing from time to time as a result of availability of supply. The Chief of Police shall have the authority to make such changes as necessary. Individuals will be expected to maintain a "Class A" uniform.

D. Effective December 1, 1997, City agrees to pay out annual uniform allowance in two payments (July and December), if requested by the employee. Employees who do not

request two payments will receive one payment in December. Uniform maintenance allowance will be paid in a separate check.

E. Effective July 1, 2015, the uniform maintenance allowance will be increased to $800 per year.

SECTION X. Shooting Pay:

Every effort will be made to accomplish required shooting time on duty. In the event, however, that an employee is required to shoot on off-duty time, the employee shall receive two hours' pay at straight time.

ARTICLE THREE – FRINGE BENEFITS

SECTION I. Insurance:

The City and Police Association have agreed to work out a change from present Retirement System. This is to be accomplished at no cost to the City and is to be effective July 1, 1987. This will entail a cafeteria plan, and will include retirees at the minimum contribution. Additionally, all employees hired within these two employee groups after June 30, 1987 will receive single coverage only for the first twelve months of employment and regular benefits after the first year.

A. Effective October 1, 1987, City agrees to a bona fide benefit cafeteria plan allowing insurance contribution to be used for Health, Dental, Life and LTD in such amounts as the employee may elect in any of the above programs.

B. City and Association agreed in a side letter dated September 2, 2005, to discontinue the two-tier insurance contribution system for employees with less than twelve months of service. Sworn new hires will receive the maximum City contribution for insurance.

C. Effective January 1, 2009, the City will increase its maximum contribution for insurance on a use or lose basis by an amount which is equal to the lowest costing 2-party health, Delta Dental IV and vision plans in effect on January 1, 2009. The deferred compensation cap remains at $640 per month.

D. Effective July 1, 2014, the City will increase its current insurance contribution by $75 per month to a maximum of $1,029.81 on a use or lose basis.

E. Effective January 1, 2016, the City will increase its current insurance contribution by $100.19 per month to a maximum of $1130.00 on a use or lose basis.

F. **Opt Out Option**: Effective July 1, 2014, the City will increase the opt-out contribution by $40 per month to a maximum of $190 per month. This contribution is the maximum monthly contribution to that employee for the opt-out bonus and all other benefits required and/or those that are optional. The employee shall submit proof of medical insurance coverage to the Deputy Director of Administrative Services prior to opt-out approval.

G. Effective January 1, 2014, the City will provide enhanced Delta dental insurance plan coverage, with any resulting increase in premium costs to be paid from the City's monthly

insurance contribution, if available. Premium costs in excess of the City's insurance contribution will be paid by the employee.

H. Effective January 1, 2014, the City will provide enhanced vision plan coverage, with premium costs to be paid from the City's monthly insurance contribution, if available. Premium costs in excess of the City's insurance contribution will be paid by the employee.

SECTION II. Long Term Disability:

Effective December 1, 1994, City and Association agree that LTD premiums will be entirely employee-paid (from taxed income) and will no longer be paid through City's insurance contribution. City agrees to implement Delta Dental Program IV, contingent on Association members paying their own LTD premiums, whereby the increase in dental premiums and savings from the LTD plan offset each other.

SECTION III. Life Insurance:

Effective December 1, 1997, all employees will be covered by a $50,000 life insurance policy. Premiums will be paid from either the City's insurance contribution (up to the maximum), or by the employee if the employee is using the maximum City contribution for insurances.

SECTION IV. Retirement Health Savings Plan:

The City and POA have mutually agreed to establish a Retirement Health Savings Plan to be funded by both City and employee contributions.

A. **City Contribution**:

1. Effective July 1, 2009, the City shall contribute $100 per month for each sworn employee into the Retirement Health Savings Plan. This amount will increase to $175 per month on July 1, 2019.

2. Effective July 1, 2009, the City will also provide a one-time lump sum contribution into the Retirement Health Savings Plan.

Employees with 20 or More Years of Service*

The first 10 employees who retire from the City of La Habra with 20 or more years of actual sworn service with the City will receive a one-time lump sum contribution of $30,000. No further lump sum contributions will be made by the City following the payout to 10 employees.

Employees with 10 or More Years of Service*

The first 20 employees who retire from the City of La Habra with 10 or more years of actual sworn service with the City will receive a one-time lump sum contribution of $15,000. No further lump sum contributions will be made by the City following the payout to 20 employees.

In addition to the above, a one-time lump sum contribution of $2,000 will be provided to the first four (4) employees who retire from the City of La Habra from either one of the above categories (i.e., Employees with 20 or More Years of Service or Employees with 10 or More Years of Service). No further lump sum contributions will be made by the City following the payout to four (4) employees.

Employees who retire and do not meet the minimum service requirements of 20 years or 10 years of sworn service with the City will not be eligible for the lump sum contribution by the City. No further lump sum contributions will be made by the City following the retirement and lump sum contributions of the first 30 retirees to the Retirement Health Savings Plan.

*(Note: years of service only includes full-time sworn service with the City of La Habra. It does not include sworn service from another agency, part-time service, non-sworn service, air time, buy back time, etc.).

B. **Employee Contribution**:

1. Effective July 1, 2009, the mandatory employee contributions are as follows:

Years of Service	Amount of Contribution	Amount of Eligible** Payoff at Retirement
25 + years	3% of salary	100% of sick and vacation
20-25 years	1.5% of salary	100% of sick
15-20 years	1% of salary	100% of sick
10-15 years	1% of salary	100% of sick
5-10 years	1% of salary	100% of sick
0-5 years	1% of salary	100% of sick

2. Effective January 1, 2013, the mandatory employee contributions are as follows:

Years of Service	Amount of Contribution	Amount of Eligible** Payoff at Retirement
25 + years	3% of salary	100% of sick
20-25 years	2.5 % of salary	100% of sick
15-20 years	2% of salary	100% of sick
10-15 years	2% of salary	100% of sick
5-10 years	2% of salary	100% of sick
0-5 years	2% of salary	100% of sick

** (Note: eligible sick leave payoff is currently 25% after 5 years of service and 50% after 10 years of service up to the maximum cap of either 1280 hours or 800 hours depending on hire date; vacation is paid off at 100%).

The City and POA agree that any modifications of the City and employee contributions to the Retirement Health Savings Plan will only be open for discussion every three (3) years through the meet and confer process. In the event that the three year period falls within a contract period, the City and POA will agree to reopen negotiations to discuss this one issue only.

C. The City and La Habra Police Sworn Employees acknowledge and agree that Police Sworn employees who are eligible for a lump sum contribution to the Retirement Health Savings Plan (i.e., employees with 20 or more years of service or employees with 10 or more years

of service) are only eligible for one lump sum contribution (either $30,000 or $15,000, but not both).

Note: The LHPA Board also wishes to inform The City that any requested changes to the RHS formulas on the part of the LHPA will be requested of The City only after a majority of an individual group (previously broken down by years of service) agrees to such changes and informs the LHPA board of their requested intentions.

SECTION V. Public Employees Retirement System:

A variety of modifications have been agreed to in the PERS system and are listed in chronological order:

A. Effective January 1, 1980, the system will be modified to provide two percent (2%) at 50 formula for the sworn members of the Police Department.

B. Effective July 1, 1981, City will pay one-half of the employee's portion of their contribution to PERS, according to Section 20615, with the payment being credited to the individual employee's account.

C. Effective January 1, 1982, City will pay all the employee's contribution to PERS, according to Section 20615, with the payment being credited to the individual employee's account.

D. Effective October 1, 1982, City will not pay the employee's contribution to PERS and will, upon successful completion of fifteen months' service, pick up the employee's contribution as outlined above.

E. Effective January 1, 1984, City will modify the PERS contract to provide the highest-single-year benefit to the sworn employees.

F. Employees hired after February 1, 1992 will be retired under the provisions of PERS with 2% @ 50, and the average of the highest consecutive 36 months (three years average).

G. Effective July 1, 1997, City will modify the PERS contract to include the Fourth Level of 1959 Survivor Benefits.

H. Effective July 1, 1997, City will modify the PERS contract to provide the Single-Highest-Year Benefit to sworn employees.

I. City will modify the PERS contract to include the 3% @ 50 benefit. City agrees to complete the contract amendment process prior to June 30, 2001. Implementation of the benefit will be effective January 1, 2002. It is understood that if PERS rates exceed 10.00%, (assessed against the City and required to be paid to PERS), at anytime during the next 12 years (12/2000 – 12/2012), members will pay (through payroll deductions) one-half (1/2) of such increase in excess of 10.00%, not to exceed 3% of salary.

J. For salary survey purposes, it is agreed 5% will be added to the total compensation of all cities with the 3% @ 50 PERS benefit.

K. City agrees to modify the Public Employees' Retirement contract to include the Military Credit Option.

L. Effective July 1, 2008, City agrees to modify the Public Employees' Retirement System contract to include the Option 2 Death Benefit.

M. All employees hired on or after July 1, 2010 shall be required to pay the full nine percent (9%) of PERS eligible income as the Employee share. The payments will be made on a pre-tax basis in accordance with the Internal Revenue Service guidelines. Employees hired during the term of this contract (July 1, 2010 through June 30, 2011) will not be subject to the 125 unpaid furlough hours for fiscal year 10/11 only.

N. City shall modify its PERS contract to provide the 2% @ 50 retirement formula and average of three highest years for all safety members hired on and after the effective date of such PERS contract amendment, which shall occur no later than June 30, 2012.

O. Effective with the first payroll including July 1, 2014, employees who were hired before July 1, 2010 shall contribute nine percent (9%) of their compensation to fund CalPERS pension costs. Employee contributions shall be made through payroll deductions. This provision shall have no effect on employees who were hired on or after July 1, 2010.

P. Effective July 1, 2013, the City will provide an early retirement incentive program for those electing to retire on or before December 31, 2013. The incentive shall consist of 24-months of continued medical insurance contributions from the date of retirement in an amount not to exceed the regular insurance contribution by the City for the bargaining unit.

Q. Effective July 1, 2014, the City will provide an early retirement incentive program for those electing to retire on or before December 31, 2014. The incentive shall consist of 24 months of continued medical insurance contributions from the date of retirement in an amount not to exceed the regular insurance contribution by the City for the bargaining unit. This benefit is limited to two retirement eligible employees and will be provided on a first come-first served basis based on the date and time that retirement paperwork is received by the Acting Director of Human Resources.

SECTION VI. Wellness Examination:

Effective July 1, 2015, the City agrees to provide each member a reimbursement in an amount up to $100 per year for the purpose of having a wellness examination. The balance of the cost for the examination will be shared by the Association and the employee.

ARTICLE FOUR – LEAVES

SECTION I. Vacation Leave:

Vacation Accrual System:

A. 1 through 4 years = 80 hours
B. 5 through 9 years = 120 hours
C. 10 through 14 years = 160 hours
D. 15 years and over = 168 hours and an additional 8 hours per year to a maximum of 200 hours.

E. Effective January 1, 2013, Police Association agrees to change from the current monthly sick and vacation accrual system to a biweekly sick and vacation leave accrual system.
F. Effective July 1, 2013, the City will reinstitute a maximum allowable accumulation of vacation/holiday leave set at four times (4x) an employee's annual accrual rate.

SECTION II. Vacation Buy Back:

A. Effective July 1, 1997, each employee in this unit may buy back up to a maximum of 120 hours of vacation/holiday or compensatory time in a calendar year, provided the employee takes off a minimum of two weeks of vacation time during the same calendar year. Employees will only be permitted to receive two buy back checks in a calendar year. Buy backs may be received in pay, or put in to deferred compensation.

B. Effective July 1, 2014, employees may buy back up to a maximum of 120 hours of vacation or compensatory time in a fiscal year, provided the employees uses an equivalent number of hours of vacation as time off (i.e., one hour of vacation time off for one hour of vacation buy back) for the first 80 hours during the same fiscal year. Employees who do not use the required number of vacation hours as time off by the end of the fiscal year will not be permitted to buy back any additional hours until they have used the required number of hours as time off. On a case-by-case basis, with a showing of demonstrable evidence of a financial hardship, the Chief of Police, with the concurrence of the City Manager, may allow an employee to exercise the buyback option for more than 120 hours during the fiscal year. Examples of financial hardship could include foreclosure of or eviction from a primary residence or a major illness.

SECTION III. Vacation Funding of Release Time:

A. Every Unit Member may contribute 0.25 hours of vacation time each payroll period to a "bank" that shall be available for use by members of the Association Board of Directors for purposes of attending employment relations-related conferences, training/educational programs and for the conducting of Association-related business. The "Board of Directors" shall be defined as including only the Association President, Vice President, Secretary, Treasurer, and any three (3) additional Association members who have been elected as members of the Board. Use of any such hours shall be subject to all rules and regulations governing use of other types of leave time. In no case shall the "bank" have in excess of 750 hours in its account. Hours shall be distributed at the hourly rate of the particular Board Member utilizing the time off. Banked time utilized by any Board Member shall not be considered hours worked for purposes of computing overtime or for any other purposes. Effective July 1, 2014, the City agrees to work with the association to establish a method and procedures to fund the previously agreed upon "Association Leave Bank."

B. Effective July 1, 2015, the City agrees that Police Association members may change their voluntary deduction of 0.25 hours of vacation time per pay period to one hour of vacation time every four pay periods (excluding type 3 payrolls). Members who have less than 80 hours of accrued vacation are exempt from considering the deduction.

SECTION IV. Holidays/Compensatory Time/Personal Leave:

A. **Holiday Leave**: Of necessity, holidays may not be taken on the actual day of the holiday. All accumulated holidays (ten) must be taken by said personnel in time off. Holidays may

be taken off one day per month until all time is repaid to the employee, which is eighty (80) hours. Should employees desire to add holidays to their annual vacation, or take time at more than one day per month, they may do so by requesting such days at the same time as they request their annual vacation. The maximum holiday time to be taken in any month shall be forty (40) hours, including the month of annual vacation, and shall be approved by the Chief of Police insofar as the availability of additional time. Other holidays will be scheduled with the shift commander, will require a minimum of forty-eight (48) hours notice and may be subject to denial on the basis of the overtime related cost of granting such use and/or any other basis where it is determined by the shift commander that use of CTO would negatively impact the efficient operation of the department.

B. **Compensatory Time Off**: Compensatory time off will be scheduled with the shift commander, will require a minimum of 48 hours notice, and may be subject to denial on the basis of the overtime related cost of granting such use and/or any other basis where it is determined by the shift commander that use of CTO would negatively impact the efficient operation of the department. Effective July 1, 2013, the maximum compensatory time accrual cap will be reduced from 480 hours to 440 hours.

C. **Personal Day:** Effective April 1, 1993, employees will receive one personal day off each year. The number of hours paid for this personal day only will be based on the number of hours the employee normally works per day (i.e., employees working 4/10 = 10 hour personal day; employees working 9/80 = 9 hour personal day; employees working 5/40 = 8 hour personal day).

D. Employees requesting time off will not be permitted to be Absent Without Pay (AWOP) if they have eligible vacation and/or compensatory leave available, unless there are extenuating circumstances which are presented in writing and approved, in advance, by the Department Director.

SECTION V. Hardship/Transfer of Leave:

Effective July 1, 1997, sworn employees will be permitted to transfer a maximum of 30 hours per month of accrued vacation or compensatory time only, to another City employee's leave accounts. Employee offering the transfer must have a minimum of 40 hours of leave banked prior to the transfer. For purposes of definition, hardship shall mean a medical or family situation which causes an employee to be absent from work for an extended period of time and which is designated as such by the Chief of Police or designee. A form exercising this option shall be completed prior to the transfer.

SECTION VI. Sick Leave:

A. Sick leave credit accrues at 8 hours per month.

B. Effective December 1, 1989 all employees with five or more years of continuous service will be paid for 25% of accumulated unused sick leave on termination of employment. Employees leaving service after ten years of continuous service for reasons of retirement or voluntary termination will be paid for 50% of accumulated unused sick leave.

C. Employees hired on or after October 1, 1984 will receive the same sick leave benefits except that maximum accumulation shall be one hundred (100) days.

D. Effective July 1, 2014, the City agrees to increase the sick time accrual to 10 hours per month.

E. Effective July 1, 2015, employees may use their accrued sick leave if they are a victim of domestic violence, sexual assault, or stalking to obtain any relief or services related to being such a victim, including but not limited to:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

SECTION VII. Family Sick Leave:

A. In accordance with A.B. 109, employees in Association may utilize up to a maximum of forty-eight (48) hours per calendar year of accrued sick leave to care for the illness of the employee's child, parent, or spouse.

B. Effective July 1, 2015, family sick leave will include the following family members:

- A child who, for the purposes of this policy, includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.

- A sibling.

All other provisions regarding the accrual and use of family sick leave remain unchanged.

SECTION VIII. Bereavement Leave:

Bereavement leave shall be granted to an employee who is absent from work by reason of death in the immediate family.

A. Bereavement leave shall not exceed three (3) calendar days with pay.

B. Immediate family shall mean father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, and grandparents.

ARTICLE FIVE – GENERAL/MISCELLANEOUS PROVISIONS

SECTION I. Employee Units:

Effective July 1, 1977, the present Police Association Unit, for the purpose of meet-and-confer, shall be divided into two groups. The groups shall be (1) all sworn personnel; and (2) all non-sworn personnel. For the purpose of meet-and-confer, each unit shall determine, by an election, those individuals they desire to represent them. Employees in both units shall be covered under the July 1, 1977 through June 30, 1978 Memorandum of Understanding affecting them.

SECTION II. Physical Examinations:

Sworn personnel shall be required to take periodic physical examinations at City's expense. If, as a result of such physical examinations, medical deficiencies are noted, employees will be expected to rectify such deficiencies as is medically appropriate.

SECTION III. Conflict of Interest:

The State of California has passed a Conflict of Interest Law which may affect all, or part, of City's employees. Should an employee be required to file a financial statement, or other statement, as a result of the Conflict of Interest Law, the employee shall do so.

SECTION IV. No Strike, Slowdown, or Sick Outs:

Association agrees that Association will not sponsor or sanction a strike, work stoppage or slowdown, and it further agrees it will not use sick leave as a method of not reporting as assigned for regular work schedule. In the event of any dispute between the Association or its members and City, it is agreed City is to establish a grievance procedure involving the first step with the division, or shift, commander; the second step being an appeal to the Chief of Police; and the third step being an appeal to the City Manager or his designee. Included in this grievance procedure will be a definition of grievance and time limits for both the grievant and supervisors. In the event the State or Federal law changes regarding a City employee's right to strike, City agrees to meet and confer on such change within thirty days of the effective date of said law.

SECTION V. Use of City Buildings:

When Association is using City buildings for the purpose of meet and confer or other Association business, it first shall receive permission from the Chief of Police three days prior to such use. In

the event of an emergency meeting, the Chief of Police may approve the use of City buildings based on availability and other conditions existing at the time of the request.

SECTION VI. Police Officer Trainee and Additional Classifications:

An apprentice, and additional classifications, have been established for apprentice/police officer trainee which will be at the salary level established in the salary schedule. It will be considered a probationary civilian-employee classification and will be rated as such during their period in the academy, up to graduation. No one can remain in this classification for more than six months.

SECTION VII. Seniority:

Seniority will be used in the following processes and, for these purposes, will be defined as time-in-grade:

A. Seniority will be the determining factor in scheduling vacations, except for voluntary shift transfer by employees.

B. Seniority will be the primary criteria in determining holiday and compensatory time off but will be subject to the needs of the Department. Bumping of previously scheduled time off will not be permitted. Denial can informally be appealed to the Chief of Police.

C. Seniority will be considered in assignments and work schedules but will not be the determining factor. A request for the reason that seniority is not followed, in any of these instances, may be made and, if requested, must be answered in writing.

SECTION VIII. Discipline and Grievances:

Discipline and grievance procedures are outlined in the Police Department Rules and Regulations and City Personnel Rules.

SECTION IX. Transfers:

City agrees it will not effect a permanent transfer without twenty-four (24) hour notice to the employee; however, this does not preclude temporary assignments on an emergency basis.

SECTION X. Scope of Memorandum of Understanding:

It is understood and agreed that this MOU affects and applies only to the La Habra Sworn Police Employees within the scope of their representation by La Habra Police Association and the City of La Habra.

Police Association agrees to continue discussions with City Representatives on training and travel reimbursement policy.

Police Association and City Representatives have agreed on implementing the revised sworn performance evaluation form and the administrative appeal process in relation to the special assignment rotation policy.

All remaining terms and conditions of the existing Memorandum of Understanding not specifically modified herein shall remain in full force and effect.

EXECUTED this 24th day of June, 2015 in the City of La Habra, California.

CITY OF LA HABRA

By: _____

By: _____

By: _____

LA HABRA POLICE ASSOCIATION

By: _____

By: _____

By: _____

By: _____

EXHIBITS

EXHIBIT "A"

SALARY SCHEDULE

EXHIBIT "A"

EFFECTIVE JUNE 27,2015		START	AFTER			MERIT +	ONE YEAR		
POLICE - SWORN		RATE	6 MOS	--------	--------	IN PRIOR	STEP --	--------	--------
	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
POLICE OFFICER	P-40	31.730	33.316	34.982	36.731	38.568	39.737	41.367	42.401
POLICE OFFICER*	P-40/1	30.510	32.035	33.637	35.319	37.085	38.208	39.776	40.771
POLICE CORPORAL	P-70	35.203	36.963	38.811	40.752	42.789	44.086	45.895	47.042
POLICE CORPORAL*	P-70/1	33.849	35.541	37.318	39.184	41.143	42.390	44.130	45.233
POLICE SERGEANT	P-80	40.831	42.872	45.016	47.266	49.630	51.134	53.232	54.563
POLICE SERGEANT*	P-80/1	39.260	41.223	43.284	45.449	47.721	49.167	51.185	52.464
POLICE LIEUTENANT	P-90	50.437	52.959	55.606	58.387	61.306	63.164	65.756	67.400
POLICE LIEUTENANT*	P-90/1	48.497	50.922	53.468	56.141	58.948	60.734	63.227	64.808

*** Hired on or after 07/01/2010**