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# Attachment 2

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*WPOA Memorandum of Understanding  
July 1, 2026 - June 30, 2029 Redlined*

Memorandum of Understanding

Between

Westminster  
Police Officers' Association



and

City of Westminster



July 1, 20236 - June 30, 20269

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**ARTICLE I**

**PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding has been executed by representatives of the City of Westminster (hereinafter referred to as "City") and by representatives of the Westminster Police Officers' Association (hereinafter referred to as "Association" or "WPOA") pursuant to Government Code 3500, as amended, et seq. and hereby satisfies the City's duty to meet and confer with the Association during the life of this agreement.

**ARTICLE II**

**PURPOSE OF MEMORANDUM OF UNDERSTANDING**

It is the purpose of this Memorandum of Understanding to promote and provide for continuity of operation and employment through harmonious relations, cooperation, and understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his", "hers", "his/her", "he", "she", or other terms which would indicate masculine or feminine gender. Any other term in this Agreement that indicates gender shall equally apply to the masculine and female gender.

**ARTICLE III**

**RECOGNITION**

Pursuant to this Agreement, the City recognizes the Association as the exclusive recognized employee organization on behalf of full-time employees occupying the classifications of:

~~Administrative Assistant II/Police Department~~

Animal Control Officer

Assistant Records ~~Specialist~~Supervisor

Communications Supervisor

Community Outreach Coordinator

Court Liaison

Crime Analyst

Forensic Services Technician

Information Systems Technician

[Park Ranger](#)

[Parking Control Officer](#)

Police Accounting Assistant I/II

[Police Administrative Assistant II](#)

Police Commander

Police Dispatcher

Police Officer I

Police Officer II

Police Records Specialist

[Police Records Supervisor](#)

Police Recruit

Police Sergeant I

Police Sergeant II

Police Services Officer

Property and Evidence Technician

~~Records Supervisor~~

Senior Animal Control Officer

If any new classifications are created, the City will notify the Association of such creation and the City's intent regarding unit placement. Upon request, the City will meet with the Association regarding such unit placement.

## ARTICLE IV

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. ASSOCIATION AND EMPLOYEE RIGHTS SECTION.

The City and the Association shall comply with the provisions of the Meyers-Milias-Brown Act (MMBA) or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding each party shall retain those rights respectively vested by local, state, and federal law which cannot otherwise be waived by this Agreement.

B. PAYROLL DEDUCTIONS.

The City shall, during the term of this agreement, deduct monies for membership dues and insurance premiums on a monthly basis from unit employees who voluntarily authorize the deduction in writing, on forms approved by the City. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request. The City shall remit the monies from authorized deductions in accordance with procedures set forth by the City. In the event the City adopts a new payroll system, payroll deductions will be processed on a bi-weekly basis.

C. INDEMNIFICATION.

The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the deduction or transmittal of such funds to the Association.

D. ASSOCIATION RELEASE TIME.

1. Time off for Meeting and Conferring

- a. The City recognizes that due to the unique nature of the services performed by peace officers, it is of benefit both to the City and Association that the City permit representatives designated by the Association to serve as the Association negotiation committee to be granted leave time from duty with full pay during scheduled working hours to participate in such meet and confer session(s) as requested by the City. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s). In no event shall the number of representatives attending a meet and confer session exceed four (4).
- b. Full pay as stated, shall mean the employee's current base salary, fringe benefits, and any assigned bonus.
- c. The Association shall provide the Police Chief and Human Resources Director a written list of up to four (4) individuals who will serve as the Association

representatives for the purposes of meeting and conferring.

- d. Such list shall be provided at least two (2) calendar weeks prior to the date set for meeting and conferring. Such requirement shall be waived by the City when it would be impractical for the Association to meet such requirement.
- e. The Association negotiating committee shall be allowed reasonable release time as approved by the Police Chief in order to prepare for meet and confer sessions required for subsequent Memoranda of Understanding. Prior to any release time being granted, individual negotiating committee members shall give Police Management as much advance notice as possible about the date, time, and duration of the requested release time.
- f. Meet and confer sessions shall commence no later than three (3) months before the expiration of the existing Memorandum of Understanding.

E. RELEASE TIME FOR RELEASE TIME – BOARD OF DIRECTORS MEETINGS.

Subject to the limitations set forth in this Agreement, on-duty members of the Association's Board of Directors, or their officially designated alternate, shall be granted a release from their assigned duties to attend scheduled meetings of the Association upon request and approval by Police Management.

F. RELEASE TIME FOR ASSOCIATION OFFICERS - ASSOCIATION BUSINESS.

The City acknowledges the necessity to provide on-duty time for the Association President and Vice President or members of the Board of Directors designated by the President to conduct activities pertaining to employer-employee matters. The time granted to conduct such activities shall be at the discretion of the employee member's supervisor or Police Chief.

G. LIMITATIONS - ASSOCIATION OFFICERS.

- a. Release time is limited to those times when the Board member is on-duty and his absence would not unduly interfere with the normal conduct of business of the Division or jeopardize the safety of any other employee.
- b. Unit employees shall not be entitled to any compensatory consideration for failure of Police Management to release the employee to attend a Board of Directors meeting or the President to attend to Association business.
- c. Release time is not a property right and does not have any compensatory value.

H. RELEASE TIME – GRIEVANCES.

When unit employees are selected as designated representatives, they shall be allowed time off from duty to interview and represent a requesting aggrieved unit employee during each stage of a grievance proceeding.

However, no more than two (2) unit employees shall interview and represent a unit employee on any one (1) grievance. Prior notification must be given to Police Management by the designated representative(s) regarding the approximate amount of time required to represent the aggrieved party.

In addition to the above agreed to release times, an allowance of 400 hours per year shall be established for the purpose of allowing the authorized representatives of the Westminster Police Officers' Association to represent members of the Association in their employment relations. Such allowance may be utilized only by those persons authorized by the Board of Directors of the Association, and such utilization shall be subject to the rules indicated below.

I. GUIDELINES FOR USE OF ASSOCIATION RELEASE TIME.

Any substantial time used by an Association member for Association business, while on working status, will be deducted from the 400-hour bank, as per the MOU. "Substantial time" is defined as time in excess of one (1) hour where the Association member is not available for duty until conclusion of Association business.

Any Association member desiring to use Association release time, while they are on duty, shall obtain permission from their immediate supervisor, then from the President of the Association.

In the event the President of the Association is not available to grant permission, the Vice President or Association designee will then have the responsibility to make the appropriate decision.

If the Association member's immediate supervisor will not grant the requesting person the release time for Association business, then the Association President shall be immediately notified by the member.

If the business is of a nature that it must be conducted by that particular Association member, then the President will take the matter to the Division Commander and every effort will be made to resolve the issue.

Any member using Association release time while on duty will submit an interdepartmental memo, along with a personnel transaction, to the President. The member must write on top of the personnel transaction, "ASSOCIATION RELEASE TIME". The transaction will then be signed by the member's immediate supervisor and the President of the Association or his representative.

The memo and the attached transaction will have the exact date, time, and nature of the request included and the location where the business took place.

Those Association members that may use the 400-hour release time are:

- President
- Vice President
- Board of Directors
- Members assigned to Committees designated by the President or the Board of Directors.

All memos and personnel transactions will be forwarded to payroll and the copies will be sent to the Secretary of the Association for accounting purposes.

The 400-hour bank of release time shall be renewed January 1 of each calendar year. No release time will be carried over from the previous year.

J. ASSOCIATION OFFICE SPACE.

The City agrees to provide office space, which is available and not needed for City functions, for activities for the Association. The location and size of such office space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.

K. ASSOCIATION RECREATION SPACE.

The City agrees to provide recreation space, which is available and not needed for City functions, for Association activities. The location and size of such recreation space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association. The Association therefore agrees that the City maintains the right of continual access to recreation space in order to inspect, maintain, and make necessary repairs. Furthermore, employees of the Association shall be allowed continual access to this space for the purpose of utilizing any piece of recreation equipment located herein.

L. BUILDING SPACE – PHYSICAL FITNESS.

The City agrees to provide building space which is available and not needed for City functions and activities for the Association to install or locate physical fitness exercise equipment. The location and size of such space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association. The Association therefore agrees in addition to the City's right of continual access to ensure building maintenance and repair that before any new type or style of equipment is installed or placed in this space, prior written agreement from the Police Chief shall be obtained. Furthermore, employees of the Association shall be allowed continual access to this space for the purpose of utilizing any physical fitness equipment located therein.

M. BULLETIN BOARD(S).

The City shall provide three (3) bulletin boards of reasonable size for use of Association business. The location and style of such bulletin boards shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.

The Association agrees to continually self-monitor all bulletin boards assigned to them

to ensure they are maintained in an orderly manner. All material posted must be dated and contain a signature of an Association Board Director. No item that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

N. REVOCAATION.

The City reserves the right to revoke Association's use of any facility, space, or equipment for any reason upon prior notification of sixty (60) days to the Association. In the event of an emergency, the notification provision is waived.

O. INDEMNIFICATION.

The Association agrees to hold the City harmless and indemnify the City against any strike, causes of action, or lawsuits arising out of any Association's use, placement, installation, operations, goods, services, or device or any publication of libelous matter on Association bulletin board or any use, placement, installation of any equipment, furniture, floor covering, records, or other personal property not owned by City.

To ensure the Association's ability to financially respond in the event they are required to hold the City harmless and/or indemnify as required by this Agreement, the Association further agrees during the term of this Agreement to obtain and pay for liability insurance on behalf of the City in the amount of at least \$1,000,000.

The Association further agrees to reimburse the City for any costs of repair to any building space or structure provided to them by the City under the terms of this Agreement resulting from the deliberate, malicious, or negligent act of any of its unit employees.

P. ASSOCIATION LIABILITY WAIVER.

In lieu of charging a rental fee for consideration of any space, equipment, or structure provided to them by the City under the terms of this Agreement, the Association hereby agrees not to hold the City liable for any damages to any equipment, furniture, floor coverings, or other personal property not owned by the City.

Q. LIMITATIONS.

The Association, its officers, agents, representatives, and/or members shall not conduct Association business, including employee relations matters, during assigned work schedules except as set forth in this Agreement, or with the approval of Police Management.

**ARTICLE V**

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. MANAGEMENT RIGHTS.

In order to ensure that the City shall continue to carry out the public safety functions,

programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Westminster, the City continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights and responsibilities set forth by law and those City rights set forth in the City's Employer-Employee Relations Resolution (Resolution #1131).

**B. IMPACT OF MANAGEMENT RIGHTS.**

Where required by law, the City agrees prior to implementation to meet and confer with the Association over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Memorandum of Understanding, City Personnel Rules and Regulations, or Departmental Rules and Regulations.

**C. AUTHORITY OF THIRD-PARTY NEUTRAL – MANAGEMENT.**

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third-party neutral shall have the authority to diminish any of the management rights which are included in this Agreement.

**ARTICLE VI**

**NO STRIKE/JOB ACTION PROVISION**

**NO STRIKE/JOB ACTION PROVISION.**

The Association, its officers, agents, representatives, and/or members agree on behalf of themselves and the employees in the bargaining unit that they will not cause or condone any strike, walkout, work stoppage, job action, slowdown, sick out, or refusal to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in any or all of the preceding activities.

Any employee who participates in any of the conduct prohibited above shall be subject to discipline up to and including termination by the City.

In the event of such activities, the Association shall immediately instruct any person engaging in such conduct that they are violating this Agreement and that they are engaging in unlawful conduct and shall resume full and faithful performance of their job duties.

**ARTICLE VII**

**SALARIES**

Effective in the pay period following ~~January~~ July 1, ~~2024~~2026, all members of the Association shall receive a ~~three-five~~ percent (35%) increase to base salary.

Effective in the pay period following ~~July~~ January 1, ~~2024~~2027, all members of the Association shall receive a ~~three-five~~ percent (35%) increase to base salary.

Effective in the pay period following July 1, ~~2025~~2027, all members of the Association shall receive a ~~three-five~~ percent (35%) increase to base salary.

Effective in the pay period following July 1, 2028, all members of the Association shall receive a five percent (5%) increase to base salary.

## **ARTICLE VIII**

### **ANNIVERSARY DATE / STEP PLACEMENT**

Each employee shall be assigned an anniversary date, which shall determine the employee's eligibility for advancement to a higher pay step. If employed at Step "A", the anniversary date shall be the first day of the pay period that encompasses the completion date of six (6) months of service to the City. If employed at a step other than "A", the anniversary date shall be the first day of the pay period that encompasses the completion date of one (1) year of service to the City.

Promotions to a higher rank and/or classification shall be at Step "A" of the classification, or whichever step is necessary to provide a pay increase of at least 5%. A promotion shall not entitle an employee to compensation above the salary range assigned to the classification.

A promotion shall establish a new anniversary date. If promoted to Step "A" of the new classification, the anniversary date shall be the first day of the pay period that encompasses the completion date of six (6) months of service to the City in the new classification. If promoted to a step other than "A", the anniversary date shall be the first day of the pay period that encompasses the completion date of one (1) year of service to the City in the new classification.

Recommendations for advancement to a higher pay step shall be based on the employee's satisfactory service during the evaluation period.

## **ARTICLE IX**

### **PROBATIONARY PERIOD**

A newly hired Police Dispatcher, Police Officer, Police Sergeant, or Police Commander shall be subject to a probationary period of 18 months before being eligible for certification as a permanent employee. All other newly hired WPOA employees shall be subject to a probationary period of 12 months before being eligible for certification as a permanent employee.

A current permanent employee who promotes to a higher rank and/or classification shall be subject to a probationary period of six (6) months before being eligible for certification as a permanent employee in the higher rank and/or classification.

Notwithstanding the language contained in the preceding paragraph, and in Section 1 of Article VIII, a current permanent employee who promotes to the classification of Police Dispatcher or Police Officer shall be subject to a probationary period of 18 months before being eligible for certification as a permanent employee in the classification of Police Dispatcher or Police Officer.

## ARTICLE X

### PROMOTION REQUIREMENTS, SPECIAL ASSIGNMENT PAY AND SPECIAL COMPENSATION

1. SPECIAL ASSIGNMENT – POLICE OFFICER I/II.
  - A. All Police Officers who have never served in a Special Assignment will be classified as “Police Officer I.”
  - B. The City shall establish a Police Officer II classification with a salary range at ten percent (10%) above Police Officer I at Step A. ~~and all other successive steps within the range will be made in~~ five percent (5%) ~~increments above the prior step above steps A, B, C, D, and E of the Police Officer II steps, respectively.~~
  - C. In order to qualify to be ~~appointed~~ promoted to Police Officer II, the Police Officer I must compete, be selected, and serve twelve (12) consecutive months in a Special Assignment. Upon completion of twelve (12) consecutive months in a Special Assignment, a Police Officer I shall automatically be ~~appointed~~ promoted to Police Officer II and shall be placed on the salary step that constitutes a ten percent (10%) increase above their Police Officer I salary.
  - D. An employee ~~appointed~~ promoted to Police Officer II shall maintain his or her original anniversary date and shall become eligible for annual merit step increases ~~independent of the date of assignment to the Special Assignment~~ accordingly.

E. An employee ~~appointed~~ promoted to Police Officer II shall maintain this classification and salary until promoted to Police Sergeant II, unless disciplinary action is taken to demote ~~or reduce~~ the employee's pay.

2. ~~SPECIAL ASSIGNMENT~~ POLICE SERGEANT I/II.

A. All Police Sergeants who have never served in a Special Assignment at any point of time in their employment with the City will be classified as "Police Sergeant I."

B. The City shall establish a Police Sergeant II classification with a salary range at ten percent (10%) above Police Sergeant I at Step A. ~~and all other successive steps within the range will be made in~~ five percent (5%) increments above the prior step above steps A, B, C, D, and E of Police Sergeant II steps, respectively.

C. In order to qualify to be automatically ~~appointed~~ promoted to Police Sergeant II, the employee must have been ~~appointed~~ promoted as Police Officer II prior to promotion to Police Sergeant II or serve twelve (12) continuous months in a Special Assignment as a Police Sergeant I.

D. An employee ~~appointed~~ promoted to Police Sergeant II shall maintain his or her original anniversary date and shall become eligible for annual merit step increases ~~independent of the date of assignment to the Special Assignment~~ accordingly.

E. An employee ~~appointed~~ promoted to Police Sergeant II shall maintain this classification and salary until promoted to Police Commander, unless disciplinary action is taken to demote ~~or reduce~~ the employee's pay.

3. ~~SPECIAL ASSIGNMENT~~ POLICE COMMANDER MINIMUM QUALIFICATIONS.

~~A. The City shall establish a pay Step F which shall be five percent (5%) above the current Step E. The City shall also establish a pay Step G which shall be five percent (5%) above the new step F.~~

~~B.A.~~ In order to qualify to test and compete for Police Commander, an employee must have served a minimum of three (3) years in the rank of a Police Sergeant I, II or Police Sergeant III or above with the City of Westminster. Once ~~selected~~ promoted to a Police Commander, an employee who previously was appointed to Police Sergeant II would progress through pay steps on an annual basis until the top ~~S~~ step ~~G~~ is reached.

Commented [r1]: It appears from Art. III that Police Commander a separate classification from Sergeant, and not a special assignment.

Commented [NA2]: This was established during the current contract year

4. SPECIAL ASSIGNMENT – MINIMUM QUALIFICATIONS.

The minimum requirements for sworn applicants of special assignments are:

A. Must have successfully completed probationary period; and

- B. Must have received a satisfactory rating on all performance evaluations in the 18 months prior to application filing; and
- C. Must have a minimum of three (3) years' experience as a sworn Police Officer (Category 1 assignments only) as set forth in Lexipol policy 1027. This requirement may be waived in the event all applications received do not meet this qualification standard.

~~5. LEAD CIVILIAN PROGRAM.~~

~~The Lead Civilian special assignment was designed to assist the department in expanding supervisory capacity as well as achieving police professionalism and providing a valuable experience for individual career development.~~

~~The assignment of Lead Civilian, including the position definition, level of authority, responsibilities, selection process, conditions of the assignment and removal, shall be at the sole discretion of the Police Chief and listed in section 1027 of the Westminster Police Department Policy Manual.~~

~~A. PAY.~~

- ~~1. Lead Civilian assignment pay shall be calculated at 5% above the employee's base pay.~~
- ~~2. Lead Civilians are not eligible for Training Premium pay.~~
- ~~3. This form of special compensation, also referred to as "Lead Worker/Supervisor Premium," shall continue to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(4).~~

~~6.5. BILINGUAL PAY.~~

~~All represented employees who are required to speak in any of the following languages, as part of their regular duties of their position, will be compensated at the rate of \$~~150.00~~200.00 per month (~~\$~~69.24~~92.31~~ biweekly) in addition to their base pay.~~

- American Sign Language
- Spanish
- Vietnamese

Additional languages may be added to the eligibility list at the discretion of the Police Chief and Human Resources Director. WPOA and HR will jointly determine the specific examination for employees to qualify for bilingual pay. This form of special compensation, also referred to as "Bilingual Premium," shall continue to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section

571(a)(4).

7. EDUCATIONAL ACHIEVEMENT.

Represented employees who qualify by attaining appropriate educational qualifications not specifically required for holding the position they occupy shall be eligible to receive education achievement pay as set forth below:

<u>ACHIEVEMENT</u>	<u>ALLOWANCE</u>
AA Degree .....	5% above base pay
BA/BS Degree .....	10% above base pay, except for Sergeants who are eligible for a maximum of 5%. Commander education achievement pay is included in base salary.

Education achievement pay shall not exceed 10% of base salary. The above forms of special compensation, also referred to as "Educational Incentive Pay," shall continue to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(2).

Any units recognized shall only be with proof from accredited colleges. Any dispute over units to be recognized shall be settled in the following manner:

- A. Appeal in writing to Human Resources Director, who shall have ten (10) days after receipt of the appeal to render a written decision.
- B. If the employee is not satisfied with the decision of the Human Resources Director, the employee shall have ten (10) days in which to file an appeal to the City Manager. The City Manager shall have ten (10) days after receipt of the appeal to render a written decision.
- C. Effective July 1, 2007, the minimum education requirements to be eligible for promotion to the following ranks are:
  - Police Sergeant ..... AA degree or Equivalent
  - Police Commander ..... BA/BS degree

8. SHIFT DIFFERENTIAL.

Full-time non-sworn employees shall be paid an additional \$105.00 per month (\$48.46 bi-weekly) when regularly assigned to work shifts so that more than 50% of their duty time in any pay period is after 6:00 p.m. and prior to 6:00 a.m.

This form of special compensation, also referred to as "Shift Differential," shall continue

to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(4).

9a. LONGEVITY PAY - TIER 1.

Represented employees hired prior to July 28, 2011, shall be eligible to receive longevity pay at the completion of the following consecutive years of service:

- 10 years of service: \$95.00 per month (\$43.85 bi-weekly)
- 15 years of service: \$150.00 per month (\$69.23 bi-weekly)
- 16 years of service: \$150.00 per month (\$69.23 bi-weekly) plus 2% of base salary
- 17 years of service: \$150.00 per month (\$69.23 bi-weekly) plus 4% of base salary
- 18 years of service: \$150.00 per month (\$69.23 bi-weekly) plus 6% of base salary
- 19 years of service: \$150.00 per month (\$69.23 bi-weekly) plus 8% of base salary
- 20 years of service: \$150.00 per month (\$69.23 bi-weekly) plus 10% of base salary

An employee who qualifies shall be eligible for only one of the levels of longevity pay noted above. Longevity Pay shall continue to be reported to CalPERS as special compensation and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(1).

9b. LONGEVITY PAY - TIER 2.

Represented employees hired on or after July 28, 2011, shall be eligible to receive longevity pay at the completion of the following consecutive years of service:

- 10 years of service: \$95.00 per month (\$43.85 bi-weekly)
- 15 years of service: \$150.00 per month (\$69.23 bi-weekly)
- 21 years of service: \$150.00 per month (\$69.23 bi-weekly) plus 2% of base salary
- 22 years of service: \$150.00 per month (\$69.23 bi-weekly) plus 4% of base salary
- 23 years of service: \$150.00 per month (\$69.23 bi-weekly) plus 6% of base salary
- 24 years of service: \$150.00 per month (\$69.23 bi-weekly) plus 8% of base salary
- 25 years of service: \$150.00 per month (\$69.23 bi-weekly) plus 10% of base salary

An employee who qualifies shall be eligible for only one of the levels of longevity pay noted above. Longevity Pay shall continue to be reported to CalPERS as special compensation and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(1).

10. LONGEVITY CREDIT FOR PRIOR LAW ENFORCEMENT SERVICE

Eligible Employees may receive credit for up to five (5) years of prior service with a law enforcement agency full-time law enforcement service (Sworn only) with another public agency for purposes of determining eligibility for longevity benefits under this Agreement. Such prior service credit shall must be in a sworn classification for sworn employees or in the same or a related similar classification for non-sworn employees, and shall apply solely to the calculation of longevity eligibility and shall not alter the employee's seniority, classification, leave accrual rates, retirement benefits, or any

other benefit, unless expressly provided elsewhere in this Agreement. For example, an employee who has 4 years of prior service at another law enforcement agency and who has been with Westminster PD for 12 years, shall be deemed to have 16 years' service for longevity purposes, only.

Employees seeking prior service credit must provide satisfactory documentation verifying qualifying law enforcement employment in accordance with City procedures. The City reserves the right to determine whether prior service qualifies for credit under this provision.

4011. ADVANCED POST PAY.

Upon submitting proof to Human Resources of Advanced POST Certification, or proof of submission to POST for Advanced POST Certification, represented employees shall be paid an additional 2.5% above base salary as Advanced POST Pay. ~~This benefit shall become effective August 19, 2017.~~

This form of special compensation, also referred to as "Peace Officer Standard Training (POST) Certificate Pay," shall be reported to CalPERS as special compensation and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(2).

4412. TRAINING PREMIUM.

Employees assigned as trainers will be compensated based on the following schedule:

Sworn Personnel	\$ <del>4.005.00</del> per hour additional pay
Police Dispatcher	\$ <del>4.005.00</del> per hour additional pay
Civilian Personnel	\$ <del>4.005.00</del> per hour additional pay

Training positions eligible for enhancement pay must be designated by the Division Commander and must have an active trainee assigned to the position. The additional hourly pay for the employee assigned as a trainer shall accrue only during those hours an active trainee is assigned to the trainer. The training officer/employee must have successfully completed the POST field training officer (FTO) course or equivalent. The decision to assign a trainee to a training position shall be ~~in~~ at the sole discretion of the Division Commander and non-assignment of a trainee or reassignment of trainee shall not be considered disciplinary or punitive action for any purpose.

The Department may authorize one (1) FTO Coordinator as an officer level collateral position. The FTO Coordinator is eligible for FTO pay at the sworn level but not to exceed fifty (50) hours in a twenty-eight (28) day pay cycle. Compensation shall be limited to ~~\$80125.00~~ bi-weekly. Training Premium pay will be compensated at the rate of time and one-half (i.e., ~~\$6.00~~ 7.50 per hour) for any overtime hours worked as a trainer, as described above.

This form of special compensation, also referred to as "Training Premium," shall

continue to be reported to CalPERS as special compensation, and therefore compensation earnable pursuant to California Public Employees' Retirement System (PERS) Regulations, Section 571(a)(4).

4213. S.W.A.T. TEAM AND HOSTAGE NEGOTIATORS.

Necessary equipment shall be purchased by the City for employees assigned to S.W.A.T. Team and as hostage negotiators, approved by the Police Chief. There is no additional compensation provided for SWAT Team or Hostage Negotiators.

4314. WORKING OUT OF CLASS.

When an employee is assigned by the Police Chief and approved by the City Manager to perform work in a higher classification for eighty (80) consecutive hours or more, increased compensation shall be effective from the first day of reassignment. An employee shall receive working out of class pay at the "A" step of the higher class but shall receive not less than five percent (5%) above the employee's regular salary, unless acting in a position only one (1) schedule higher and also paid at the "E" step. To be eligible, the employee must assume substantially all of the significant duties and responsibilities of the higher position. Pursuant to CCR §571(a)(3), Temporary Upgrade Pay ("TUP") is defined as compensation to members who are required by their employer or governing board or body to work in an upgraded position/classification of limited duration. Working out of class shall be limited to 960 hours in a fiscal year per Gov. Code section 20480.

**ARTICLE XI**

**WORK SCHEDULE**

The following work schedules are currently utilized in the Police Department:

~~A. 5/8 SCHEDULE. Consists of five 8-hour workdays per week and two days off per week, for a total of 40 hours per week.~~

~~B.A. 4/10 SCHEDULE. Consists of four 10-hour workdays per week and three days off per week, for a total of 40 work hours per week.~~

~~C. 9/80 SCHEDULE. A two-week work period that consists of eight 9-hour workdays and one 8-hour workday, for a total of 80 work hours. During each two-week work period, week one consists of four 9-hour workdays and three days off, for a total of 36 work hours; and week two consists of four 9-hour workdays, one 8-hour work day and two days off, for a total of 44 work hours. For purposes of the 9/80 schedule, the work week shall be defined as beginning halfway through the working eight-hour day. This effectively results in the~~

~~employee working two 40-hour weeks in each two-week cycle.~~

~~D.B.~~ 3/12 SCHEDULE. A two-week work period that consists of six 12-hour workdays and one 8-hour workday, for a total of 80 work hours. During each two-week work period, week one consists of three 12-hour workdays and four days off, for a total of 36 work hours; and week two consists of three 12-hour workdays, one 8-hour work day and three days off, for a total of 44 work hours. For purposes of the 3/12 schedule, the work week shall be defined as beginning halfway through the working eight-hour day. This effectively results in the employee working two 40-hour weeks in each two-week cycle.

~~E.C.~~ The following schedules utilize a 28-day work period, as authorized under the Fair Labor Standards Act (FLSA) and are designed to total 160 hours in each 28-day work period (average of 40 hours per week). The 28-day work period is applicable to sworn personnel only.

~~F.D.~~ 3/12.5 SCHEDULE. Consists of three 12.5-hour workdays per week and four days off per week, for a total of 37.5 hours per week. In one of every four work weeks during the 28-day work period, employees work one additional 10-hour day ("payback" day), for a total of 47.5 work hours in that work week.

~~G.E.~~ 3/11.5 SCHEDULE. Consists of three 11.5-hour workdays per week and four days off per week, for a total of 34.5 hours per week. In two of every four work weeks during the 28-day work period, employees work one additional 11-hour day ("payback" day), for a total of 45.5 hours in those work weeks. Note: The 3/11.5 schedule may be applied to non-sworn personnel by defining the work week as beginning halfway through the "payback" day. The "payback" day must be split in such a manner as to consistently result in a 40-hour work week.

The Police Chief shall provide all represented employees and the Association of his intention to change any of the current work schedules. Such notice shall be at least 60 days in advance of the proposed change. All work schedules in place as of the date this MOU is approved shall remain in place until management and the Association have met and conferred on a replacement work schedule. Termination of current schedules shall not be for arbitrary or capricious reasons. Ultimate determination of work schedules shall be at the sole discretion of the Police Chief.

## ARTICLE XII

### OVERTIME / COMPENSATORY TIME / SHIFT EXCHANGES

#### 1. OVERTIME.

##### A. OVERTIME

Overtime shall be defined as hours worked in excess of the regularly scheduled daily work shift. Paid leave such as sick leave, vacation, and holidays shall not be considered as hours worked for overtime purposes.

Commented [r3]: Is OT accrued in excess of "daily" or "weekly" hours assigned?

Overtime will be paid at time and one-half (1½) time the employee's regularly hourly rate of pay for all hours worked in excess of the employee's regular work schedule.

For employees working a 5/8 or 4/10 schedule, overtime shall mean all hours worked in excess of 40 during a work week.

For employees working a 9/80 schedule or a 3/12 schedule, and for non-sworn employees working a 3/11.5 or 3/12.5 schedule, overtime shall mean all hours worked in excess of 40 during a work week, as defined in Section 1 of Article XI.

For sworn employees working a 3/12.5 schedule, overtime shall mean all hours worked in excess of 37.5 during the non-payback weeks and all hours worked in excess of 47.5 during the payback week.

For sworn employees working a 3/11.5 schedule, overtime shall mean all hours worked in excess of 34.5 during the non-payback weeks and all hours worked in excess of 45.5 during the payback weeks.

Police Commanders are exempt employees under the FLSA and shall only receive overtime pay if approved by the Chief of Police or their designee. Shift exchanges, as described in Section 4 of this Article, shall have no impact on overtime eligibility. The original shift assignee shall be credited with time worked, while the replacement employee shall not be credited with time worked.

The foregoing definition of "overtime" shall have no impact on compensation due to an employee for mandated Court Time and mandated Call Outs. Court Time and Call Outs shall continue to be compensated in accordance with Section 1C of this Article, and Sections 1 and 2 of Article XIII of this MOU.

Certain field and dispatch personnel remain in an "on call" status during their lunch period and as a result receive a paid lunch period as part of their regular work schedule. Such personnel are not eligible for overtime due to being called into service during their paid lunch period, nor are they eligible for overtime in the event that they are not cleared by Dispatch for their lunch period.

Per FLSA guidelines, Exempt employees are excluded from Overtime pay.

## B. OVERTIME ACCRUAL.

All overtime worked ~~which is less than one (1) hour increments in a work shift~~ shall be compensated ~~for~~ in the following manner:

<u>TIME WORKED</u>	<u>OVERTIME COMPENSATION</u>
01 – 15 minutes	15 minutes (0.25 hours)
16 – 30 minutes	30 minutes (0.50 hours)
31 – 45 minutes	45 minutes (0.75 hours)
46 – 60 minutes	60 minutes (1.00 hour)

~~Any overtime increments worked over one (1) hour shall be compensated in the same herein mentioned procedure.~~

C. CALL OUT.

“Call Outs” shall be compensated ~~for by payment~~ at the rate of one and one-half times the employee's regular rate of pay and one-half, or compensatory time off, ~~as set forth in this agreement.~~

~~Represented employees recalled to work shall be granted with~~ a minimum of two (2) hours ~~of recall overtime~~ (3 hours of pay or CTO).

On-duty personnel who are required to work past their regular shift due to a mandated shift extension as designated by the Watch Commander or Division Commander, shall be entitled to Call Out compensation per this section.

D. TRAINING.

Represented employees ordered to attend a training function by Police Management while off duty shall be paid at rate of one and one-half times the employee's regular rate of pay and one-half, or compensatory time off, as set forth in this agreement, with a minimum -

~~Any training ordered while off duty shall be paid a minimum of two (2) hours at straight time or actual time worked at the rate of time and one-half (1½), whichever is greater~~ (3 hours of pay or CTO).

Time and method of travel shall be at the discretion of the Department. Travel outside the City shall be with the approval of the Department and considered as time worked except when the employee has requested to use transportation or make arrangements other than those arranged by the Department. In such case, time worked shall be consistent with Department arrangements.

2. COMPENSATORY TIME OFF (CTO).

A. An employee may accumulate and bank CTO to be taken as time off on an hour-for-hour basis or cashed out at the employee's election. Employees shall

be limited to 80 hours of CTO as time off per calendar year. There is no minimum number of hours or days of CTO that must be used, subject to the approval requirements described below. The department will not require banked compensatory time to be used without the employee's consent. If an employee is banking CTO at straight time, hours are to be submitted using payroll code 262 or if banking CTO at overtime, hours are to be submitted using payroll code 261.

- B. The CTO bank has a cap of eighty (80) hours. If an employee attempts to bank Ccompensatory time banked that exceeds 80 hours, those hours in excess of 80 will be automatically paid in cash. Employees electing to cash-out banked CTO may do so at any time through the automated Bridge Payroll System. Accumulated CTO will be paid at the employee's pay rate at the time requested. The value of CTO which is cashed out is not considered special compensation for the purpose of pension reporting.
- C. CTO may only be taken with prior approval of the Police Chief or his/her designee. CTO requests must be submitted in writing to the employee's immediate supervisor or Division Commander no less than seventy-two (72) hours prior to the start of the affected work period and no more than three (3) weeks prior to the affected work period. The department shall grant or deny the CTO request within 48 hours of receipt. CTO requests not replied to within 48 hours are deemed granted without further action. CTO leave requests shall be granted unless such time off will cause staffing levels to fall below the established minimum staffing level for the period requested off based on the posted work schedule at the time the request is reviewed. Should a CTO request cause staffing levels to fall below the published minimum for the period requested, CTO will be granted within a reasonable period of time to allow the employee to use the accrued time. A reasonable period of time shall not exceed one (1) year.
- D. Minimum staffing levels will be established for each Division within the Department based on officer and community safety concerns, training issues, special events, and specialized enforcement needs. "Minimum staffing" is the fewest number of employees that must be on duty for each division for a given shift and without which the department would call in employees to fill the vacancy(ies); it is not the optimum or preferred number of employees on duty; rather, it is the staffing level where the division could not effectively function unless employees are called in. The Department and the Association will meet-and-confer to establish reasonable minimum staffing levels. The established minimum staffing levels shall be posted. In the instance it is necessary to temporarily increase the published minimum staffing level for purposes of officer safety or the public's safety, health and welfare, advance notice will be posted at the earliest possible opportunity.

E. In the event CTO leave is denied due to minimum staffing requirements, an employee may substitute another employee within the same classification to work in their place (i.e., such employees may trade shifts). All such shift trades must be submitted no less than 48 hours prior to the requested time off on the Department PTN&R form and approved by the requesting employee's immediate supervisor or Division Commander. All shift trades for sworn officers and dispatchers must be completed within the same 28-day pay cycle; shift trades for civilian employees must be completed within the same seven-day workweek. Shift trade requests will be granted unless the employee backfilling the requesting employee's shift is not eligible to work (e.g., employee is out of classification, is injured, on suspension, and the like).

### 3. POLICE COMMANDER EXEMPT FROM OVERTIME.

- A. Police Commanders are ~~defined~~ ~~deemed~~ as "exempt" under the Fair Labor Standards Act (FLSA). This exemption ~~shall take effect with the January 2011 schedule rotation and~~ is contingent upon Police Commanders no longer being "schedule dependent".
- B. Police Commanders shall not be eligible for Overtime pay but shall be provided with 80 hours of Administrative Time Off (ATO) effective each January 1. Employees newly promoted to Police Commanders shall receive a prorated accrual of ATO within the year they first promoted. Said employees shall receive the full 80 hours of ATO effective January 1 of each subsequent calendar year. Such time off shall be at the convenience of the Police Department and must be approved in advance by the Police Chief or his/her designee.
- C. ATO earned under this Section may carry over from year-to-year but shall be capped at 120 hours. ATO is not available for cash-out under any circumstances.
- D. Police Commanders may be eligible for Overtime when called into duty for special circumstances, as determined by the Police Chief. Such Overtime shall be calculated in accordance with Section 1 of this Article and shall not change the "exempt" status of any Police Commander under the FLSA.

#### 4.1. SHIFT EXCHANGES.

Shift exchanges or shift trades will be permitted within the 28 day pay cycle for sworn officers and dispatchers and the 7 day pay cycle for civilian staff in accordance with departmental procedures.

Accurate records will be filed with Police Administration, and the original shift assignee shall be credited with time worked, while the replacement employee shall not be credited with time worked.

**ARTICLE XIII**

**ON-CALL PAID TIME**

1. **ON-CALL COURT TIME.**

On-call court time shall not be standby time, and the City agrees to guarantee a minimum payment, at the straight time rate, for the equivalent of two (2) hours for each court session of on-call time. Employees will not be required to remain at home but will leave word as to where they may be reached. Such minimum guarantee or payment for on-duty time in court in lieu thereof shall not be a part of the base pay for any employee. No on-call pay shall be paid if the officer is notified by 5:00 p.m. or the close of business, whichever is earlier, on the business day prior to the subpoena appearance date. If an officer is unable to be reached at his or her residence, it is the officer's responsibility to contact the Court Liaison to find out if called off. If actually called to court, and in particular cases such as DMV and Juvenile Traffic, when the officer must appear in court, the officer will be entitled to the minimum at straight time, two (2) hours for each court session, or earned overtime, whichever is greater. Payment will be made when the two-hour minimum overlaps regular shift hours. Payment shall not be paid when on-call and on-duty during entire on-call period.

If an employee has a subpoena for a morning session and is not called off prior to 5:00 p.m. or the close of business, whichever is earlier, on the business day prior to the subpoena appearance date, the employee is entitled to two (2) hours of on-call pay for the morning session. If an employee has a subpoena for an afternoon session and is not called off by 12:00 noon of the appearance date, the employee is entitled to two (2) hours of on-call pay for that afternoon session. An employee shall not be entitled to on-call pay for any time for which the employee is already being compensated.

2. **ON CALL TIME.**

Sworn employees who are required to be on-call for anticipated or existing emergencies shall be provided two (2) hours of straight time for each twelve (12) hours of on-call status.

**ARTICLE XIV**

**HOLIDAYS**

1. **HOLIDAY CREDIT.**

A. The following 11 days are City observed holidays. Employees shall have these days off with pay:

1. New Year's Day - January 1
2. Martin Luther King Jr. Day – 3<sup>rd</sup> Monday in January

**Commented [r4]:** We should delineate for CalPERS purposes which positions work with regard to holidays and which do not.

**Commented [r5R4]:** Will revise through a side letter post-ratification

3. Presidents' Day – 3<sup>rd</sup> Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - First Monday in September
7. Veterans Day – November 11
8. Thanksgiving Day – 4<sup>th</sup> Thursday in November
9. Day After Thanksgiving – 4<sup>th</sup> Friday in November
10. Christmas Eve – December 24
11. Christmas Day – December 25

- B. A total of 99 holiday hours per calendar year will be credited in advance and may be taken on such holiday or at any other time, but only at the convenience of the City. Any unused hours shall be paid on the first payday in December of each year.
- C. Employees who leave the City having taken/not taken holiday leave prior to earning it; will have their separation pay debited/credited proportionately. For example, if an employee has taken all 11 days of holiday leave and retires on June 1<sup>st</sup>, they shall owe the City five and a half days pay for the five and a half holidays taken but not earned.

## 2. FLOATING HOLIDAYS.

- A. The City shall provide three Floating Holidays (27 hours) to be taken at the employees convenience.
- B. Beginning the first pay period of the payroll year, current employees shall be credited with twenty-seven (27) working hours of floating holiday leave. Employees hired after January 1 of the payroll year will receive floating holiday hours on a pro-rated basis.
- C. Floating holidays are not eligible for cash payment and must be taken before the last pay period of the calendar year in which the hours were earned. The employee is eligible for two (2) Floating Holidays after sixty (60) days' continuous employment, and the third (3rd) Floating Holiday after ninety (90) days' continuous employment.
- D. In the event an employee is allowed time off in conjunction with a holiday, the employee shall select the appropriate account to be debited which may include holiday, vacation, or Compensatory Time Off (CTO) in order to receive full compensation for actual hours not worked on a holiday.
- E. Employees who leave the City having taken/not taken their floating holiday leave prior to earning it; will have their separation pay debited/credited proportionately. For example, if an employee has taken all three floating holidays and retires on June 1<sup>st</sup>, they shall owe the City for the floating holidays

taken but not earned.

**ARTICLE XV**

**VACATION**

Represented employees shall earn an annual vacation allowance based on the following schedule:

<u>YEAR OF SERVICE</u>	<u>VACATION ALLOWANCE</u>
0 to 1	120 hours
1 to 2	128 hours
2 to 3	136 hours
3 to 4	144 hours
4 to 5	152 hours
5 to 20	160 hours
20 to 21	168 hours
21 to 22	176 hours
22 to 23	184 hours
23 to 24	192 hours
24 or more	200 hours

Vacations shall be scheduled within the department so as to not interfere with departmental operations, as approved by the Police Chief.

Represented employees shall be permitted to cash out accrued vacation hours a maximum of two (2) times per calendar year so long as a minimum of one hundred and twenty (120) vacation hours are maintained in the employee's leave account at all times.

All vacation hours in excess of two hundred and forty (240) hours shall be paid in cash on the second pay period of November. The value of vacation which is cashed out is not considered special compensation for the purpose of pension reporting.

The City shall provide an exception for economic hardship. The Human Resources Director shall review such requests for vacation cash out. A good faith demonstration that the employee has a financial hardship will be sufficient (i.e., does not require that the hardship be "unforeseen" or "preventable" as 457 withdrawals require).

**ARTICLE XVI**

**SICK LEAVE / ~~CATASTROPHIC LEAVE~~**

4. ~~\_\_\_\_\_~~ SICK LEAVE. Sick leave shall be accrued at the rate of eight (8) hours per month and shall not be used until earned. Sick leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee, or as authorized by Human Resources under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, or California Labor Code Section 233 (use of sick leave).

Employees ~~may be~~ required to provide a physician's certification for sick leave usage when absent from duty for more than three (3) ~~or more days~~ shifts.

The preservation of Sick Leave or other accruals during an extended leave shall not be allowed. Time-off accruals will be utilized until exhausted, followed by unpaid leave.

Accumulated sick time shall be disposed of in any of the following ways at the discretion of the employee. The employee must declare in advance his/her intended form of disposition to the City. This declaration shall be made in June of each year for the current year only. The forms of disposition shall be:

- A. CASH-OUT. Employees may elect to cash all remaining sick time earned during the previous twelve (12) months fiscal year at the rate of fifty percent (50%) of the total value, provided they have in excess of 240 hours sick leave accumulated. No cash out will be allowed unless the employee has a sick leave balance in excess of 240 hours.
- B. ROLL-OVER. The employee may elect to rollover the full balance of time for future use as sick leave. Subsequent cash outs will be limited only to that amount accumulated during the previous twelve (12) month period. If the employee fails to file a declaration as to the disposition of sick leave, accumulated sick leave will automatically be placed in his/her roll-over account. Declarations must be received by the Human Resources Director no later than July 1 of each year.
- C. RETIREMENT. Represented employees who make application for and retire from City service shall receive cash payment for up to 240 hours of sick leave to be paid at the rate in effect at the time of such retirement. Upon retirement, all accumulated sick time not disposed of under any other provision of this contract will be credited towards CalPERS retirement service credit on an hour-for-hour basis.
- D. DEATH. In the event of death of the employee, the designated beneficiary on file in the Human Resources Department shall be paid in cash for sick leave in accordance with Subsection C above.
- E. LAYOFF. Represented employees whose employment is terminated due to layoff shall be paid in cash for all accumulated sick leave on the books at the time of layoff, at full cash value.

**ARTICLE XVII**

**CATASTROPHIC LEAVE**

CATASTROPHIC LEAVE DONATIONS. Since catastrophic illness or injury can cause employees a financial hardship, an employee may apply for Catastrophic Leave donations from fellow City employees. This will allow the employee facing financial hardship to remain on payroll through the use of Sick Leave hours. Requests for Catastrophic Leave donations shall be made through and from the Association President.

In order to be eligible for Catastrophic Leave donations, an employee must have exhausted all accumulated leave balances and must be expected to be absent from the workplace due to personal illness or injury, or due to the illness or injury of an immediate family member which requires the care of the employee.

Donations shall be limited to whole hour increments of Vacation, Comp Time, and Sick Leave (Sick Leave shall be donated at 50% value). The donating employee shall have his/her leave hours deducted accordingly and the recipient shall have donated hours credited to his/her Sick Leave account. Donated hours shall be converted to Sick Leave hours for the recipient as follows:

- A. Donated hours multiplied by donating employee's hourly rate (base pay, Longevity Pay, and education pay included);
- B. This amount divided by the recipient's hourly rate (base pay, Longevity Pay, and education pay included);
- C. Result is the number of hours the recipient will have credited to their Sick Leave account.

In the event that an eligible employee receives donations of leave in excess of that which is required, unused hours shall be deposited into a Catastrophic Leave Bank for future use by eligible WPOA employees. Unused hours shall be multiplied by the primary recipient's hourly rate to determine a total monetary amount available for future Catastrophic Leave Donation requests. The total amount available shall be divided by a future recipient's hourly rate to determine how many hours are available for that recipient. Employees shall not be permitted to donate accrued sick leave hours during the final pay period of their employment.

**ARTICLE XVIII**

## **LEAVES OF ABSENCE**

### A. **USE OF LEAVE – PERSONAL/FAMILY ILLNESS.**

Eligible employees are entitled to all rights available under the FMLA, CFRA, and PDL. When a personal or family illness occurs, an employee shall use their Sick Leave accruals to cover their absences. If an employee has exhausted their accumulated Sick Leave, they may, at their discretion, use Compensatory Time Off or accumulated Vacation Leave.

### B. **“BABY BONDING” LEAVE.**

An employee shall use Vacation Leave in connection with “bonding” leave, as defined under the FMLA and CFRA. If an employee has exhausted his/her accumulated Vacation Leave, an employee may use accumulated Sick Leave for “bonding” leave. An employee may also, at his/her discretion, use Compensatory Time Off for “bonding” leave. Sick Leave may be used during “bonding” leave if such leave is also taken in connection with a personal or family illness. The City may require medical certification for use of Sick Leave during “bonding” leave. For “bonding” leave taken due to the birth of an employee’s child, an employee shall be allowed to use Sick Leave for up to four (4) weeks. Use of Sick Leave of longer than four (4) weeks for “bonding” due to the birth of an employee’s child shall require medical certification of personal or family illness.

The minimum duration of “bonding” leave shall be two (2) weeks, but the City shall permit an eligible employee to take “bonding” leave of at least one (1) day, but less than two (2) weeks, on two (2) occasions.

### C. **ACCRUALS WHILE ON PERSONAL LEAVE OF ABSENCE.**

- a. Once an employee has exhausted FMLA, CFRA and PDL they will no longer accrue sick leave or vacation time unless they work more than 40 hours per pay period.
- b. Once an employee has exhausted FMLA, CFRA and PDL they will no longer receive a flex dollar allowance (rebate) unless they work more than 40 hours per pay period. If an employee is enrolled in a City sponsored medical plan then they shall receive an allowance that only covers the cost of medical, dental, vision and life insurance.

## **ARTICLE XIXVIII**

### **MILITARY LEAVE**

Employees are entitled to all rights available under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veterans Code. In addition, the City has extended additional benefits to employees called to active duty by Council adopted Resolution No. 4008.

**ARTICLE XIX**

**BEREAVEMENT LEAVE**

In the event of a death to a spouse or child (to include foster and/or step-child), the employee shall be granted two (2) weeks of leave with pay depending on the employee's schedule, with such time not to be charged against the employee's leave account. It is understood the "two (2) weeks" amount will coincide with the employee's work schedule (i.e., 4-10 work week, 28-day work cycle, etc.).

In the event of a death to one of the following family members – parent, grandparent, grandchild, sibling, or such relative of spouse – the employee shall be allowed up to five (5) days of time off.

Employees shall be eligible for three days (3) paid bereavement leave per eligible family member death, with a maximum of three (3) occurrences in a calendar year.

An employee requesting paid bereavement leave of an immediate family member, must submit a "Request for Leave of Absence" form and may be required to furnish satisfactory evidence of such death to the Department of Human Resources within 15 business days.

**ARTICLE XX**

**JOB CONNECTED ILLNESS OR INJURY**

**DISABILITY LEAVES.**

An employee who suffers a work-related injury or illness is eligible for industrial Disability Leave in accordance with applicable Workers' Compensation laws and the guidelines set forth.

**NON-SWORN SALARY CONTINUATION.**

Once a claim is accepted, non-sworn employees shall be entitled to salary continuation at a maximum of six (6) months paid leave for job connected illness or injury. Salary continuation is paid at your average weekly wage.

#### NON-SWORN TEMPORARY DISABILITY.

If an employee exhausts salary continuation and is still determined disabled, they will be entitled to temporary disability pay. Temporary Disability is paid at 2/3rds of their average weekly wage up to a maximum of 78 weeks. Such leave is to be determined by one of the doctors from the panel established by the Human Resources Department. Employee is able to use accrued time off to supplement the difference between workers' compensation and his/her regular salary and receive a full paycheck.

#### SWORN SALARY CONTINUATION (4850).

Once a claim is accepted, any sworn public safety employee who is a member of the California Public Employees' Retirement System (CalPERS) and is disabled temporarily or permanently by injury or illness arising out of and in the course of employment, shall be paid in accordance with all applicable workers' compensation laws. While so disabled, an employee is entitled to a leave of absence without loss of salary in lieu of temporary disability payments which would otherwise be payable, in accordance with Labor Code Section 4850.

#### SWORN TEMPORARY DISABILITY.

If an employee exhausts salary continuation and is still determined disabled, they will be entitled to temporary disability pay. Temporary Disability is paid at 2/3rds of their average weekly wage up to a maximum of 78 weeks. Such leave is to be determined by one of the doctors from the panel established by the Human Resources Department. Employee is able to use accrued time off to supplement the difference between workers' compensation and his/her regular salary and receive a full paycheck.

#### DOCTOR APPOINTMENTS.

Employees are ~~required~~ encouraged to keep all scheduled medical appointments. ~~If an employee fails to attend scheduled appointments, their workers' compensation benefits may be placed in jeopardy.~~ It is expected that employees schedule physician and/or physical therapy appointments outside of normally scheduled work hours. Employees are expected to use their accrued leave for all time spent at doctor appointments during their scheduled work shift.

After each doctor visit, employees are required to return a Work Status and/or Work Restrictions form to the department of Human Resources.

#### LIGHT DUTY ASSIGNMENTS.

If released by the employee's treating physician and/or the City's doctor, the employee will be allowed to work a light duty if a position is available. Such light duty work would be

made available with no loss in pay to the employee. Such assignments shall be reevaluated every 90 days.

When assigned to a light duty position, the employee shall make every effort to arrange doctor visits or prescribed in-office therapy sessions during their off-duty time. If an employee is unable to schedule an appointment during their off-duty time, the employee shall use their accruals to make up the difference to prevent time loss.

ACCRUALS WHILE ON DISABILITY LEAVE.

- A. Once an employee has exhausted their 4850 or salary continuation, they will no longer accrue sick leave or vacation time unless they work more than 40 hours per pay period.
- B. Once an employee has exhausted their 4850 or salary continuation, they will no longer receive a flex dollar allowance (rebate) unless they work more than 40 hours per pay period. If an employee is enrolled in a City sponsored medical plan then they shall receive an allowance that only covers the cost of medical, dental, vision and life insurance.

Unless the affected employee suffers an accepted, catastrophic, injury (e.g. loss of a limb, paralysis, gunshot wound, etc.) requiring significant physical rehabilitation.

**ARTICLE XXI**

**HEALTH BENEFITS**

- A. The City shall maintain a comprehensive health benefit program consisting of the following programs:
  - Comprehensive family health medical coverage
  - Dental care
  - Vision care
  - Life insurance
  - Long Term Disability insurance
  - [RHS or PORAC Retiree Medical Trust, at the POA's option](#)

The City's Health Benefit Program may be increased in scope at any time; however, the Benefit Program may not be decreased without providing an equivalent program, and then only after the appropriate consultation with the Association and amendment to this Memorandum of Understanding.

- B. The City has implemented a full flex cafeteria plan. Active employees participating in the City's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage under the plan as shown below:

Effective Date	Single Coverage, 2 Party Coverage, or Opt Out	Family Coverage*
January 1, 2024	\$1,600/month \$738.46/pay period	\$2,000/month \$923.07/pay period

*\* These amounts are provided only to employees who participate in the CalPERS health insurance program and are enrolled in the Family level of coverage.*

Effective Date/Beginning	Single Coverage or opt Out	2-Party and Family Coverage
July 1, 2026	\$1600 per month	The City shall contribute 90% of the cost of the PERS GOLD monthly premium (region rates apply)

A portion of the flex dollar allowance is identified as the City's mandatory contribution towards CalPERS Health under the Public Employees' Medical and Hospital Care Act (PEMHCA), hereinafter referred to as the "PEMHCA minimum contribution." The PEMHCA minimum contribution shall be adjusted annually by an amount to be determined by CalPERS. Unused flex dollar allowances, after the employee has elected the coverage under the Cafeteria plan they desire, can be taken by the employee as cash (taxable income); or deposited into the following tax deferred options: (1) employee's Health Care spending account (Section 125 plan); (2) Dependent Care Spending account; (3) 457 Deferred Compensation plan; or (4) used to purchase voluntary products. Employees who do not use the full monthly maximum benefit amount shall be paid the unused amount on the first payday of the month.

- C. City life insurance coverage shall provide for \$50,000 death benefit and \$50,000 accidental death or dismemberment rider effective the first month following adoption of this Resolution. Additional insurance amounts are available based on eligibility determination.
- D. The City shall provide vision coverage under the VSP Insurance Plan.
- E. The City shall provide Long Term Disability Insurance of 66 2/3% of the employees' monthly salary, after a 90-day elimination period, up to a maximum of \$10,000 per month, to be paid for by the City. The parties agree to a re-opener negotiations regarding Long Term Disability plans-insurance after 90 (ninety) days of ratification of this Agreement.
- F. In the event any of the non-medical plans listed above become unavailable, the replacement plan shall be mutually acceptable to the City and the Association.
- G. The City shall continue to make available the IRS Section 125 cafeteria plan and shall include if possible, all options provided by law.

H. The full flex cafeteria dollar amounts listed in Section 4-B of this Article apply to active employees only. As described more fully in Article XXIII below, the retiree Health Benefits Program amount is capped at \$892.00 per month.

**ARTICLE XXIII**

**RETIREE MEDICAL INSURANCE**

**CONTINUATION OF MEDICAL INSURANCE UPON RETIREMENT.**

**A. TIER 3.**

~~Eligibility for City contribution to the retiree Health Benefits Program for employees hired on or after January 1, 2011, shall be based on the following schedule:~~

- ~~1. Employees retiring from the City with less than 15 consecutive years of service with the City of Westminster shall be eligible for a City contribution to the Retiree Health Plan that is equal to the PEMHCA minimum contribution. The PEMHCA minimum contribution shall be adjusted annually by an amount to be determined by CalPERS.~~
- ~~2. Employees retiring from the City with more than 15 years of consecutive service with the City of Westminster shall be eligible for a City contribution to medical coverage equal to \$500 per month.~~
- ~~3. The City contribution to medical coverage shall continue to a surviving spouse of a deceased retiree only until the surviving spouse becomes Medicare eligible, at which time the City contribution will end.~~
- ~~4. Employees shall not be eligible for any City contribution toward continuation of ancillary benefits (e.g., dental, vision, life insurance). Employees shall not be eligible for continuation in the City's group policy for these benefits except as required by COBRA regulations.~~

**B. TIER 2.**

~~Eligibility for City contribution to the retiree Health Benefits Program for employees hired on or after July 1, 2004, and on or before December 31, 2010, shall be based on the following schedule:~~

<del>&lt;5 Years</del>	<del>Years 5 – 15</del>	<del>&gt;15 Years</del>
<del>PEMHCA Minimum</del>	<del>\$500/Month</del>	<del>\$892/Month</del>

1. Retirees may continue to participate in the City's Vision and Dental plans. The City will continue to pay the full cost of coverage for Vision and provide a \$20 monthly contribution for Dental coverage. Additionally, retirees may continue to participate in the City's group life insurance with coverage up to \$35,000 which may be purchased at the cost of retiree.
2. The City contribution to medical coverage shall continue to a surviving spouse of a deceased retiree only until the surviving spouse becomes Medicare eligible, at which time the City contribution will end.

~~C. TIER 1.~~

- ~~1. Represented employees hired prior to July 1, 2004, who retire from City service shall be eligible after retirement for continuation of medical insurance at an amount not to exceed \$892.00 per month.~~
- ~~2. Retirees may continue to participate in the City's Vision and Dental plans. The City will continue to pay the full cost of coverage for Vision and provide a \$20 monthly contribution for Dental coverage. Additionally, retirees may to continue to participate in the City's group life insurance with coverage up to \$35,000 (dependent upon age) with a City contribution to the premium not to exceed \$19.10 per month.~~

The City-provided retiree health benefits pursuant to ~~Sections 1. A - C~~ of this Article include only medical coverage up to the dollar amount not to exceed \$892.00 per month. It is expressly understood that in the event that the cost of medical insurance is less than the specified amount, retirees are not entitled to any cash payment. Unlike active employees, retirees are not entitled to all of the benefits provided in Article XXII.

In order to implement the ~~tiered~~ benefit contained in this section, ~~effective January 1, 2008~~ the City's contribution towards CalPERS Health coverage shall be the minimum required contribution established by CalPERS under the Public Employees' Medical and Hospital Care Act (PEMHCA), hereinafter referred to as the "PEMHCA minimum contribution". ~~Commencing January 1, 2009, the~~ PEMHCA minimum contribution shall be adjusted annually by an amount to be determined by CalPERS.

The minimum required contribution established by CalPERS under the Public Employees' Medical and Hospital Care Act (PEMHCA), shall continue to a surviving spouse of a deceased retiree only until the surviving spouse becomes Medicare eligible, at which time the City contribution will end.

California Government Code Section 22892 (b)(1) requires the City to pay an equal amount towards the cost of medical coverage under PEMHCA for both active employees and retirees. Retirees shall have additional medical premiums deducted from their retirement check. City contributions required under this section shall be made directly by the City to eligible retirees on or about the 1<sup>st</sup> of each month. Retirees may receive these contributions either by check or direct deposit.

PORAC RETIREE MEDICAL TRUST

At the option of the POA, the City shall take all actions reasonably necessary to permit participation in the Peace Officers Research Association of California (PORAC) Retiree Medical Trust program and shall comply with all applicable administrative and procedural requirements associated with such participation. The parties acknowledge and agree that no City financial contribution to the Retiree Medical Trust shall be required pursuant to this Agreement unless otherwise mutually agreed to in writing by the parties.

**ARTICLE XXIV**

**RETIREMENT**

1. SAFETY EMPLOYEES.

Safety employees shall be members of the California Public Employees' Retirement System (CalPERS) and shall be eligible for retirement benefits based on their hire date, as noted in Sections A, B, and C below:

A. SAFETY TIER 1 - PERS 3.0% @ AGE 50 FORMULA shall be applicable to safety employees hired prior to October 22, 2011.

1. Employee Contribution. The member (employee) contribution rate for Safety employees is established by State Legislation and is currently set at 9.0% of "pensionable compensation." However, effective December 13, 2014, safety employees who fall under this section have agreed to contribute PERS payments in an amount of 12.0% of "pensionable compensation." This 12.0% includes their full 9.0% member contribution plus an additional 3.0% toward the City's PERS employer contribution rate as permitted under Government Code §20516(f), for a total contribution of 12.0% of pensionable compensation. This contribution shall be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections.

2. Final Compensation. Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest twelve (12) consecutive months of employment to establish final compensation.

B. SAFETY TIER 2 - PERS 2.0% @ AGE 50 FORMULA shall be applicable to safety employees hired on or after October 22, 2011 but prior to January 1, 2013, as well

as new hires from other agencies who are current members of CalPERS or a reciprocal retirement system.

1. Employee Contribution. Effective December 13, 2014, employees shall contribute PERS payments in an amount of 12.0% of "pensionable compensation." This 12.0% includes their full 9.0% member contribution plus an additional 3.0% toward the City's PERS employer contribution rate as permitted under Government Code §20516(f), for a total contribution of 12.0% of pensionable compensation. This contribution shall be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections.
2. Final Compensation. Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest thirty-six (36) consecutive months of employment to establish final compensation.

C. SAFETY TIER 3 - PERS 2.7% @ AGE 57 FORMULA shall be applicable to new local safety members entering CalPERS membership for the first time in a Police Safety classification on or after January 1, 2013 as defined by the Public Employee Pension Reform Act of 2013 (PEPRA).

1. Employee Contribution. Employees shall ~~contribute one-half of the normal cost rate as established each year by CalPERS, be responsible for contributing one-half of the normal cost for this pension program, which is currently set to 14.5%. Employees shall contribute PERS payments in an amount of 14.5% of "pensionable compensation."~~ This contribution shall be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections. In no event shall the City pay any of the required employee contribution, as prescribed by PEPRA and outlined in Government Code Section 20516 et al.
2. Final Compensation. Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest thirty-six (36) consecutive months of employment to establish final compensation.

2. MISCELLANEOUS (NON-SAFETY) EMPLOYEES.

Miscellaneous (Non-Safety) employees shall be members of the California Public Employees' Retirement System (CalPERS) and shall be eligible for retirement benefits based on their hire date, as noted in Sections A, B, and C below:

A. MISCELLANEOUS TIER 1 - PERS 2.5% @ AGE 55 FORMULA shall be applicable to miscellaneous employees hired prior to October 22, 2011.

1. Employee Contribution. The member (employee) contribution rate for Non-Safety (Miscellaneous) employees is established by State Legislation and is currently set at 8.0% of “pensionable compensation.” Effective December 13, 2014, employees shall contribute PERS payments in an amount of 8.0% of “pensionable compensation.” This contribution shall be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections.
  2. Final Compensation. Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest twelve (12) consecutive months of employment to establish final compensation.
- B. MISCELLANEOUS TIER 2 - PERS 2.0% @ AGE 60 FORMULA shall be applicable to miscellaneous employees hired on or after October 22, 2011 but prior to January 1, 2013, as well as new hires from other agencies who are current members of CalPERS or a reciprocal retirement system.
1. Employee Contribution. The member (employee) contribution rate for Non-Safety (Miscellaneous) employees is established by State Legislation and is currently set at 7.0% of “pensionable compensation.” Effective December 13, 2014, employees shall contribute PERS payments in an amount of 7.0% of “pensionable compensation.” This contribution shall be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections.
  2. Final Compensation. Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest thirty-six (36) consecutive months of employment to establish final compensation.
- C. MISCELLANEOUS TIER 3 - PERS 2.0% @ AGE 62 FORMULA shall be applicable to new employees/members hired on or after January 1, 2013, as defined by the Public Employee Pension Reform Act of 2013 (PEPRA).
1. Employee Contribution. Employees shall be responsible for contributing one-half of the normal cost for this pension program, which is currently set to 7.5%. Employees shall therefore contribute PERS payments in an amount of 7.5% of “pensionable compensation.” This contribution shall be administered via payroll deduction on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Service Code and applicable Government Code sections. In no event shall the City pay any of the required employee contribution, as prescribed by PEPRA and outlined in Government Code Section 20516 et al.

2. Final Compensation. Upon retirement, employees under this section will have their retirement calculation based on the average monthly salary earned during the highest thirty-six (36) consecutive months of employment to establish final compensation.

3. PAYMENT BY CITY OF EMPLOYER'S RETIREMENT CONTRIBUTION.

During the term of this agreement, the City shall be responsible for the total amount of the employer share of the PERS retirement rates, except for Safety employees, as described in Section 1.A and 1.B of this Article. In the event there are any increases in the employer share during the term of the agreement, such increases shall be the sole responsibility of the City. Further, should there be any decreases in the employer share of the PERS retirement rates, such decreases shall inure to the City and are not subject to bargaining during the term of the agreement.

4. OPTIONAL PERS PROVISIONS.

The City has elected to provide the following optional PERS provisions for WPOA members, as expressed in the City's contract with CalPERS:

- A. Section 21024 (Military Service Credit as Public Service).
- B. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
- C. Section 20042 (One-Year Final Compensation) for those local miscellaneous members and local safety members entering membership on or prior to October 22, 2011.
- D. Section 20903 (Two Years Additional Service Credit).
- E. Section 20965 (Credit for Unused Sick Leave).
- F. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local miscellaneous members and local police members only.
- G. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after October 22, 2011.
- H. Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local safety members entering membership for the first time in the safety classification after October 22, 2011.
- I. Section 20516 (Employees Sharing Additional Cost).

All other retirement rights and benefits available to employees are referenced in the City's contract with CalPERS, as well as the CalPERS Rules and Regulations.

5. TERMINATION OF PERS MEMBERSHIP.

The following information is provided as a summary of the benefits which accrue to members who terminate membership in PERS due to disability, death, or related

reasons. The contract between the City of Westminster and PERS, as well as PERS rules and regulations, shall be defining, regardless of the language which follows below.

- A. DISABILITY RETIREMENT. A miscellaneous employee becoming disabled to the extent that he/she is incapable of performing his/her duties shall be eligible for disability retirement provided he has at least five (5) years of service. The monthly retirement allowance for those with less than ten (10) years of CalPERS service is 1.80% of final compensation for each year of service. For those with ten (10) years to 18.51 years of service, the monthly retirement allowance will be a minimum guarantee of one-third of final compensation for most employees who have rendered at least ten (10) years of service. For those with 18.51 or more years of service, the monthly retirement allowance will be 1.8% of final compensation for each year of service. The disability retirement allowance shall under no circumstances exceed the service retirement allowance payable upon retirement for service at age 60 if employment could be continued to that age.

A sworn employee, who becomes disabled while a member of the System for reasons arising out of his/her employment, and who meets the CalPERS definition of "substantially incapacitated" from their regular job duties pursuant to a medical evaluation, will qualify for an Industrial Disability Retirement (IDR) under CalPERS and will be eligible for a life income of a minimum of fifty percent (50%) of his/her final compensation. If his/her disability is such that he/she is also entitled to a disability income from Social Security, the State System benefit will be reduced by the amount of his/her Social Security benefit.

- B. DEATH BEFORE RETIREMENT. This benefit is a refund of the member's accumulated contributions to the retirement fund plus interest, plus six (6) months' salary, provided he/she has been a member of the Retirement System for six (6) years or more. For those who die before completing six (6) years of membership, the benefit is one (1) month's salary for each year of membership plus refund of contributions and interest. The salary referred to is that earned during the year preceding death. Prior service does not count toward this benefit.
- C. INDUSTRIAL DEATH. If death is service connected in the judgment of the Industrial Accidents Commission, a monthly income is paid to the widow/widower for life (or until remarriage) instead of the above basic death benefit. However, if she/he is also eligible for survivor benefits from Social Security because of the member's death, the State System benefit will be reduced by the amount of such Social Security so long as Social Security benefits are payable (usually until the youngest child reaches 18 and after the widow/widower reaches age 62). The total, including Social Security, would be 50% of final compensation. If death was caused by external violence or physical force, the total benefit (including Social Security) would be increased

to the following percentages of final compensation so long as the widow lives and does not remarry:

- Widow or widower with 3 or more children under 18 75.0%
- Widow or widower with 2 children under 18 70.0%
- Widow or widower with 1 child under 18 62.5%

D. 1959 SURVIVOR BENEFITS. A monthly allowance shall be paid to certain survivors of a member who dies before retirement. The City shall provide Level IV of this benefit.

E. TERMINATION OF ENROLLMENT. Upon termination of employment, an employee with five (5) or more years of service may either leave his contributions with the Retirement System and receive, upon attaining retirement age, the retirement benefit he has earned, or he/she may withdraw his/her contributions (plus interest), thus terminating his/her membership in the System and receiving no retirement benefits. Except (1) a member with less than five (5) years of service shall not have interest refunded upon termination of employment, and (2) a member who is transferring to employment with another agency covered by the System shall not have the right of withdrawing his/her accumulated contributions, but the contributions will be transferred with the member.

#### **ARTICLE XXIV**

#### **EDUCATION ~~WELLNESS~~ PROGRAM REIMBURSEMENT**

Commented [NA6]: Will make this its own section once approved.

Represented full-time employees who have successfully completed their probationary period ~~may be~~ are eligible for ~~education~~ reimbursement for costs associated with (1) educational course work taken from any college, university, or other accredited institution which increases the employee's value to the City; or (2) attendance at professional training, seminars, courses or conference that are related to the employees job with the City or which prepare an employee for a position into which they could promote or seek assignment. Reimbursement is limited to a maximum of \$1,000 per fiscal year, per employee. All required documentation for reimbursement must be submitted no later than August 15<sup>th</sup> of the following the fiscal year in which the course is completed. Documentation received after this deadline will not be eligible for reimbursement. Reimbursement shall include tuition, books, registration fees, lab fees, mandatory health fees, parking fees, and mandatory material fees. To be eligible, the employee must receive a grade of "C" or higher for educational courses that are graded, and upon completion must verify the grade received. Courses must be approved by the Human Resources Director on the appropriate application form. In the event the employee resigns or is removed from City service within one (1) year following completion of the approved courses for which City funds have been expended, the amount of the education reimbursements paid by the City will be prorated and repaid to the City by means of a payroll deduction from the employee's last paycheck.

**ARTICLE XXV**

**WELLNESS REIMBURSEMENT PROGRAM**

The City shall provide eligible employees with a wellness reimbursement benefit in an amount not to exceed five hundred dollars (\$500.00) in the aggregate during the term of this Agreement during any 3-year period. The wellness reimbursement is for the purchase of equipment, membership fees or attendance at classes that promoted fitness and mental or physical wellness. Examples of acceptable uses of such funds include gym memberships, purchasing fitness or exercise related equipment or gear, fees for weight loss, smoking cessation, or yoga classes, purchase of health monitoring devices, etc. Employees may submit claims for reimbursement on a periodic basis throughout the term of the Agreement; however, total reimbursements paid under this provision shall not exceed the cumulative maximum of five hundred dollars (\$500.00) per eligible employee over the three-year term.

Reimbursement requests must be supported by appropriate documentation evidencing eligible wellness-related expenditures incurred by the employee during the applicable fiscal year for which reimbursement is sought and shall be submitted in accordance with Employer-established procedures and deadlines. ~~Unused reimbursement amounts may be carried forward and utilized in subsequent fiscal years during the term of the Agreement, provided that the total reimbursement paid shall not exceed the five hundred dollar (\$500.00) maximum.~~

All reimbursements provided pursuant to this section shall be treated as taxable income to the employee and shall be subject to all applicable federal and state tax withholding requirements.

**ARTICLE XXVI**

**UNIFORMS, EQUIPMENT, PROPERTY, AND VEHICLES**

1. **UNIFORMS.**

The City will purchase and maintain uniforms for all regular uniformed members covered by this Memorandum of Understanding (MOU). Pursuant to Section 571(a)(5) of the California Public Employees' Retirement System (CalPERS) Regulations, the City will report to CalPERS the monetary value for the purchase, rental, and/or maintenance of employee uniforms. Effective January 1, 2024, the City will report uniform allowance to CalPERS of \$28.85 per pay period for sworn employees and \$16.35 per pay period for non-sworn employees per fiscal year, as pensionable compensation.

The City shall provide each employee with a City-approved ~~model of a load-bearing (carrier) vest at the time the an employee's is assigned~~ provided an initial ballistic vest or is scheduled for replacement.

Uniform allowance is not considered pension reportable compensation for "new members" hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013 ("PEPRA").

2. SAFETY EQUIPMENT ALLOWANCE.

The City will provide or reimburse employees for all safety equipment to include leather gear, motorcycle boots and resoles, motorcycle helmet microphones, batons, firearms, or other equipment deemed to be safety equipment. Officers shall carry an approved firearm in accordance with departmental policy. Employees assigned to the Forensic Services Unit shall be furnished coveralls. The provisions of the Vest Reimbursement Policy are hereby incorporated into this agreement by reference thereto and made a part hereof.

3. PROPERTY REIMBURSEMENT.

Employees whose personal clothing or property is damaged in the line of duty will be reimbursed for such damage at the actual replacement cost not to exceed \$375.00 per item.

4. TAKE-HOME VEHICLES FOR POLICE COMMANDERS.

Effective August 11, 2011, the City agreed to provide take-home vehicles to Police Commanders in lieu of any change to the current ATO rules. This exclusive provision to Police Commander take-home vehicles shall be subject to procedures and conditions outlined as follows:

Employees in the Police Commander classification shall be provided with a take home vehicle to facilitate the ability to immediately respond to after-hours emergencies, ensuring the safety of, and reducing any further risk to the community. Employees wishing to use their take home vehicle to transport a family member(s), or other person(s) who is not an employee of the City must add their assigned City vehicle to their personal auto insurance. Employees must provide proof to HR upon auto insurance renewal. Vehicles are intended to moderate personal use which restricts vehicles to no overnight usage unless during business.

The Chief or their designee, can provide permission for an exception to this rule if they deem it necessary.

**ARTICLE XXVII**

**OUTSIDE EMPLOYMENT**

Represented employees eligible for overtime pay provisions agree not to accept extra employment either from any public agency or from any private organization if conditions of such private employment require the employee to wear a uniform, use a badge, or in any way act as a California Peace Officer, unless specifically authorized by the Police Chief. [Any employee on a leave of absence due to illness or injury who engages in collateral employment shall do so in a manner consistent with all applicable medical work restrictions.](#)

## **ARTICLE XXVIII**

### **DISCIPLINARY ACTIONS**

#### **1. DEFINITION.**

A disciplinary action is an action taken by an appointing authority, the Human Resources Director, City Manager, or Police Chief resulting in reprimand, suspension, reduction in pay, demotion, dismissal, or the imposition of a penalty on an employee for an infraction of the rules.

Disciplinary action against sworn personnel shall comply with Section 3300 of the Government Code, the Public Safety Officers' Procedural Bill of Rights.

All disciplinary actions will be purged from the Department personnel file in accordance with duly adopted Department Policies and will not be used in future disciplinary actions.

If an employee is assigned to investigate an incident regarding an employee which would result in disciplinary action, the assigned investigating employee shall notify the employee of the investigation prior to any interview of that employee.

When investigating an employee, the employee has the right to inquire and to be advised as to the status of the investigation every thirty (30) days. Such inquiry and notice shall be in writing.

#### **2. TYPES OF DISCIPLINARY ACTION.**

Disciplinary actions include reprimands, suspensions, demotions, and dismissal as defined below:

- A. **REPRIMANDS** – An oral or written statement from a supervisor to a subordinate of an action, which meets any of the grounds for disciplinary action listed in these rules.
- B. **SUSPENSION** – The temporary separation of an employee from the service, without pay, for disciplinary purposes.

An employee may be suspended with pay by the Police Chief, with immediate notification to the City Manager, for a period not to exceed the

employee's accumulated vacation and monies earned, in certain instances wherein the City Manager or department head is investigating the validity of certain charges against such employee.

An employee found guilty of such charges may be dismissed from the service or otherwise disciplined in accordance with the provision of these rules and regulations, and the amount paid such employee while under suspension will be deducted from termination monies due the employee. The Police Chief, with immediate notification to the City Manager, may suspend an employee at any time for the good of the service for disciplinary purposes or other just cause. Suspension without pay shall not exceed 120 hours without the approval of the City Council, nor shall any employee be penalized for more than 240 hours in one 12-month period unless dismissal charges are filed against such employee. (Suspensions will be given in hours rather than days.)

C. REDUCTION IN PAY – Either a decrease in salary to a lower step within the salary range for disciplinary purposes or a decrease in compensation paid to an employee for a fixed period of time for disciplinary purposes.

D. DEMOTION (MANDATED) – A change in employment status from one position to another having a lower rate of pay and/or a change in duties which are allocated to a class having a lower maximum rate of pay.

The Police Chief, with the approval of the City Manager, may demote any employee whose work falls below the standards required for satisfactory performance, or for disciplinary purposes.

No employee shall be demoted to a position for which the employee does not possess the minimum qualifications.

E. DISMISSAL – The discharge of an employee by the appointing authority for cause.

An employee may be discharged at any time by the Police Chief, with approval of the City Manager, for cause as provided for and contemplated under these rules and regulations.

3. REASONS FOR DISCIPLINARY ACTION.

Disciplinary action of an employee may occur for any infraction of any rules herein contained or for one or more of the following:

A. Insubordination which shall consist of violation of any official regulation or order or failure to obey any proper directions made and given by a superior officer in the course of employment.

- B. Incompetency, inability, or failure to perform the duties required by the position, as well as willful neglect of official duty.
- C. Gross carelessness in the discharge of assigned duties.
- D. Notorious conduct of a disgraceful and scandalous nature.
- E. Habitual intemperance, consumption of alcoholic beverages during working hours, or reporting to work in a state of intoxication.
- F. Malfeasance in office or employment.
- G. Inability to operate a motor vehicle upon the public highways of the State of California when the duties of such employee require the operation of such a vehicle, whether such inability results from physical, mental incapacity, or the privilege of such employee to operate such vehicle has been suspended or revoked.
- H. One or more instances of a no call/no show to duty.
- I. Repeated tardiness.
- J. Failure to establish and maintain proper working relationships with fellow officers and employees or with the public.
- K. Gambling for money or articles of value during the working day.
- L. Absence during working hours without permission.
- M. Unauthorized use of City tools or equipment for private or personal purposes.
- N. Abuse or gross neglect in the care and operation of City tools and equipment.
- O. Using obscene language.
- P. Obtaining sick leave falsely.
- Q. Accepting bribes of money or other valuable articles for any personal fee for performance of a City service.
- R. Engaging in improper political activity as hereinafter set forth in these rules and regulations.
- S. Divulging privileged communication or confidential information received by reason of employment with the City to persons not authorized to receive

such communication or information.

- T. Refusing to report on official call in an emergency.
- U. Willfully making false statement(s), certificates or reports, or in any manner committing or attempting to commit fraud.
- V. Violation of departmental rules and regulations duly adopted.
- W. Addiction to or use of narcotics or drugs except as prescribed by a licensed physician.
- X. Off-duty conduct which tends to discredit the City, Department, or employee.

4. NOTICE OF DISCIPLINARY ACTION.

When a permanent employee is to be suspended, demoted, or dismissed, a preliminary written notice of the proposed action shall be given to the employee. This written notice shall include:

- A. The date the action will be effective.
- B. The reasons for the action, including the specific grounds and particular facts upon which the action is taken.
- C. Copies of all materials supporting the proposed action.
- D. A statement advising that before the proposed disciplinary actions take effect the employee has a right to respond in writing within five (5) working days from receipt of the notice to the supervisor.

All charges filed against an employee shall be documented in clear and concise language, with a notice to be hand delivered to the employee, emailed, or mailed to his/her last known address by registered or certified mail. An employee or their representative may agree in writing to accept email service of such notice.

All charges against a permanent employee shall be filed within fourteen (14) days after the Police Chief and/or supervisor completes an investigation of any infractions of duly adopted rules and regulations.

5. HEARINGS FOR DISCIPLINARY ACTION.

All permanent employees subject to disciplinary action will be accorded such prior hearings as are prescribed by State and Federal law.

Any employee who has been suspended, discharged, or otherwise disciplined shall have the right of appeal as provided in adopted rules and regulations or in this agreement.

In the event that the discipline involves a suspension ~~in excess of twenty (40) hours~~, a disciplinary demotion, or termination, and upon request of the employee, the matter shall be submitted to an independent arbitrator mutually selected and paid equally by the both parties who shall hear and consider the matter in accordance with the City's adopted rules and regulations. The notice requesting arbitration must be filed with the City Manager's office within 30 calendar days of the employee being served a Notice of Disciplinary action. In the event that the parties are unable to agree on an arbitrator, they will request from the American Arbitration Association or State Mediation and Conciliation Association a list of seven (7) arbitrators, experienced in public employer discipline. The arbitrator to hear the case shall be selected from the list by the parties, alternately striking names until one name is left. The order of striking shall be determined by lot. The arbitrator shall make a decision in the matter which shall be final and conclusive, subject only to review pursuant to CCP §1094.5.

**ARTICLE XXVIIIXXIX**  
**TERMINATION OF EMPLOYMENT**

A. **RESIGNATION.**

Represented employees wishing to leave the City service in good standing shall file with the Police Chief, at least ten (10) working days before leaving the service, a written resignation stating the effective date and reason(s) for leaving. The resignation shall be forwarded to the Human Resources Department attached with a PTNR. Failure of the employee to comply with this procedure shall be entered on the employee's service record and may be cause of denial for future employment with the City.

B. **EXIT INTERVIEWS.**

The department of Human Resources will attempt to conduct an exit interview for all terminating employees on or prior to their final date of employment with the City. The interview will be conducted by the Human Resources Director or their designee.

The objectives of the exit interviews are:

1. To determine the reason why the employee is leaving, so as to retain desirable employees whenever possible.
2. To discover any grievances the employee may have regarding departmental conditions so that corrective action can be taken.
3. To discover any misunderstandings the employee may have had regarding the job, or the supervisors, so that corrective action can be taken.
4. To make certain that the reason for leaving expressed on the form is identical with that expressed verbally by the employee.

**ARTICLE XXIX**

**REINSTATEMENT OF EMPLOYMENT**

If a member who has completed their probationary period, elects to leave (resign/lateral) employment with WPD, their seniority will freeze for one year at the time they choose to leave. The member would also have to have their application submitted and received by the City for the same position they previously held when separating within that one-year period.

Example: An officer with three years of service resigns from WPD to work for another police agency. The officer decides to return to WPD and reapplies within 364 days of their last day worked. If rehired by WPD, the officer's seniority shall be that of a three-year officer on the established seniority list.

**ARTICLE XXXI**

**GRIEVANCES**

1. **REVIEWABLE GRIEVANCE.**

To be reviewable under this procedure, a grievance must:

- A. Concern matters or incidents that have occurred.
- B. Result from an act or omission by management regarding working conditions or other aspects of employee/employer relations over which the Police Chief has control.
- C. Arise out of a specific situation, act, or acts complained of as being unfair which result in inequity or damage to the employee.
- D. Result from an interpretation or implementation of a provision(s) of this Agreement other than items specifically excluded below.
- E. Specify the relief sought; which must be within the power of the Police Chief or City Manager to grant in whole or in part.

2. **NON-REVIEWABLE GRIEVANCE.**

A grievance is not reviewable under this procedure if it is a matter which would require the modification of a policy established by the City Council or by law, or is reviewable under some other administrative procedure and/or rules of the Merit System such as:

- A. Applications or changes in title, job classification, or salary.
- B. Appeal from formal disciplinary proceedings.

- C. Appeals arising from work performance evaluations.
- D. Appeals arising out of Merit System examinations.

3. SPECIAL PROVISIONS.

- A. In presenting his/her grievance, the employee shall follow the sequence and procedure outlined in this Article.
- B. The employee shall discuss his/her grievance with his/her immediate supervisor as soon as reasonable after the act or omission of management causing the grievance.
- C. The written grievance shall be submitted on a form to be supplied by the Human Resources Director for this purpose.
- D. The grievance shall contain a statement of:
  - 1. The specific situation, act, or acts complained of as being unfair.
  - 2. The inequity or damage suffered by the employee.
  - 3. The provision or provisions of the Agreement alleged to be breached or misinterpreted.
  - 4. The relief sought.
- E. The employee may choose someone to represent him/her at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless he so desires.
- F. Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.
- G. The time limits within which actions must be taken or a decision made as specified in this procedure may be extended by mutual consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties at the step to be extended. Working days as used in the grievance procedure shall apply to the workdays of the person responsible for an applicable action.

In the instances of a conflict with days off, the first applicable working day thereafter for the grievant and respondent will be deemed timely.

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, their grievances shall be

handled as a single grievance. The Association shall have standing to raise grievances concerning the implementation and interpretation of this Agreement on its own behalf or on behalf of its members.

Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed time.

The grievance procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by his/her supervisor, superior, or department head, provided he/she observes the provisions of this grievance procedure.

4. PROCEDURE.

The following procedure shall be followed by an employee submitting a grievance pursuant to this Article.

- A. The employee shall discuss his/her grievance with his/her immediate supervisor informally within five (5) working days; and the supervisor shall give his/her decision to the employee verbally.
- B. If the employee and supervisor cannot reach an agreement as to a solution of the grievance, or the employee has not received a decision within the two (2) working days limit, the employee may within two (2) working days present his/her grievance in writing to his/her supervisor, who shall endorse his/her comments thereon and present it to his/her superior within two (2) working days. The superior shall hear the grievance and give his/her written decision to the employee within five (5) working days after receiving the grievance.
- C. If the employee and superior cannot reach an agreement as to a solution of the grievance, or the employee has not received a written decision within the five (5) working days, the employee may within five (5) working days present his/her grievance in writing to the Police Chief. The Police Chief shall hear the grievance and give his written decision to the employee within five (5) working days after receiving the grievance.
- D. If the employee and the Police Chief cannot reach an agreement as to a resolution of the grievance or the employee has not received a decision within five (5) days, the employee may within five (5) working days present his/her grievance in writing to the City Manager. The City Manager shall within ten (10) working days after receipt of the grievance hear the grievance and render a written decision.
- E. Should an employee wish to appeal the decision of the City Manager in a

case involving major discipline, the matter shall be submitted to an independent arbitrator mutually selected by the parties who shall hear and consider the matter in accordance with the City's adopted rules and regulations. The request must be filed, in writing, to the City Manager within five (5) working days after final action is taken and written notice has been given to the employee. The Hearing Officer shall be selected from a list of seven (7) arbitrators provided by AAA who are members of the National Academy of Arbitrators or through a list of Hearing Officers from the State Mediation and Conciliation Service. If the parties cannot agree on selection of a Hearing Officer, then the parties will alternately strike names until one name remains. Any decision of the Hearing Officer shall be advisory only, subject only to review pursuant to CCP §1094.5.

The City shall bear all costs associated with arbitration. These costs shall be limited to the cost of the arbitrator and court reporting services.

## **ARTICLE XXXI**

### **GENERAL PROVISIONS**

1. **WAIVER PROVISION ON BARGAINING DURING THIS AGREEMENT.**

Except as specifically provided for in this Agreement, or by mutual agreement in writing during the terms of this Agreement, the Association and the City hereby agree not to seek to negotiate or bargain with respect to any matters pertaining to wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding (MOU) or in the negotiations leading thereto, and irrespective of whether or not matters were discussed or were even within the contemplation of the parties hereto during negotiations leading to this Agreement, and any rights in that respect are hereby expressly waived during the term of this Agreement.

As the result of recent organizational reviews of the Human Resources Department and the Police Department having been completed, adjustments to the City's personnel rules, policies, and procedures may be recommended. Such recommendations may require WPOA and the City to meet and confer.

Therefore, for the term of this Agreement, the City and the Association agree that negotiations may be reopened solely to implement policy revisions directly or indirectly arising from these organizational reviews which may require meet and confer (e.g., revision to the City's Personnel Policy Manual or implementation of the Police Department's comprehensive reorganization).

2. **SEVERABILITY PROVISION.**

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

3. CONTINUATION OF TERMS AND CONDITIONS.

It is agreed that in the event this MOU expires, its terms and conditions shall continue in effect until a new MOU is agreed to.

4. PROVISION OF MEMORANDUM OF UNDERSTANDING.

A. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING (MOU). The provisions of the MOU shall supersede all prior written agreements and MOUs, oral or written, expressed or implied, between the parties, and shall govern their entire relationship of any and all rights or claims which may be asserted hereunder or otherwise. This MOU is not intended to cover any matter preempted by Federal or State Law.

B. MERIT SYSTEM AND DEPARTMENT RULES AND REGULATIONS. It is understood and agreed that there exists within the City, in written form, Merit System and Departmental Rules and Regulations. Except as specifically modified by this MOU, these rules and regulations and any subsequent amendments thereto, shall be in full force and effect. Before any new or subsequent amendments to these Merit System and/or Departmental Rules and Regulations directly affecting wages, hours, and terms and conditions of employment, are implemented, the City shall meet and confer with the Association regarding such changes. Nothing provided herein shall prevent the City from implementing such changes in rules and regulations provided it has met and conferred with the Association as required.

5. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING (MOU).

The provisions of this MOU can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representative of the City and the Association.

6. TERM OF MEMORANDUM OF UNDERSTANDING (MOU).

This Agreement, its terms, and conditions, shall be effective beginning July 1, 2023~~6~~ through and including June 30, 2026~~9~~.

7. RATIFICATION AND IMPLEMENTATION.

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by a simple majority vote of those unit employees voting who are in a classification represented by the Association set forth in this Agreement and adopted in the form of a Resolution by the City Council.

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by the Association.



**ARTICLE XXXIII**

**SIGNATURES**

Subject to the foregoing, this MOU is hereby agreed to be recommended for approval by the authorized representatives of the City and Association and entered into this ~~13<sup>th</sup> day of December 2023.~~

CITY OF WESTMINSTER

WPOA REPRESENTATIVES

BY: \_\_\_\_\_  
Chi Charlie Nguyen, Mayor

\_\_\_\_\_  
~~Bryce Burton~~ ~~Kyle Seaseck~~, Police Officer II,  
WPOA President

\_\_\_\_\_  
Christine Cordon, City Manager

\_\_\_\_\_  
~~Nicholas Jezulin, Detective~~  
WPOA Director

\_\_\_\_\_  
Jodie Griner  
Human Resources Director