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MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF MARYSVILLE AND
MARYSVILLE POLICE OFFICERS ASSOCIATION – SWORN UNIT
JULY 1, 2019 THROUGH JUNE 30, 2021

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SWORN UNIT
Marysville Police Officers Association

Article 1. PREAMBLE

- 1.1 Pursuant to California law, the City of Marysville, acting through its negotiator, and representatives of the Marysville Police Officers Association – Sworn Unit (MPOA Sworn) have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours, and other terms and conditions of employment for the term commencing July 1, 2019, and terminating June 30, 2021. It is the intent of the parties to set forth herein their entire agreement covering rates of pay; hours of work, and other conditions of employment; and to provide for prompt and fair settlement of grievances without interruption or other interference with the normal operations of the City.
- 1.2 This Memorandum of Understanding (MOU) supersedes and replaces all MOU and letters of agreement between the parties as well as all previous minute orders, resolutions and ordinances of the City Council which are in conflict with this MOU.
- 1.3 The parties hereby acknowledge the provisions of chapter 10, (Section 3500, et. seq.) a Division 4, Title 1 of the Government Code of the State of California.
- 1.4 Nothing herein shall be construed to restrict the exclusive management rights of the City set forth in Article 3 below. Both parties have mutually agreed that their objective is for the good of the City and MPOA Sworn alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth.
- 1.5 Except as otherwise expressly provided herein, all terms and conditions of the MOU apply to all employees in the MPOA Sworn Unit.

Article 2. RECOGNITION

- 2.1 The City recognizes MPOA Sworn as the exclusive bargaining agent for the purpose of establishing rates of pay, hours of work, and other conditions of employment for all regular full-time employees (regularly scheduled, at 40 hour or more per week) and regular part-time (regularly scheduled more than 20 hours per week).
- 2.2 The classifications on job titles used herein are for descriptive purposes only. Their use is neither an indication nor guarantee that these classifications or titles will continue to be utilized by the City.

Article 3. MANAGEMENT RIGHTS

- 3.1 Except as expressly modified or restricted by a specific provision of this MOU, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights to reprimand, suspend, discharge, or otherwise discipline employees covered under this agreement cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall

to work employees; to set standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to transfer and assign employees among and between different jobs and classifications as required by the City's work needs; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved equipment, machinery, methods, processes or services; to adopt, implement, enforce and from time to time modify, rescind or change safety and work rules and regulations, to determine the number, location and operation of departments, divisions, and all other units of the City; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission for the City and to direct the City's employees. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this MOU.

- 3.2 Before submission of a recommendation to contract out any function traditionally performed by MPOA Sworn, which would result in a reduction of the work force, MPOA Sworn will be offered the opportunity to examine the proposal for at least 30 working days prior to Council consideration, whenever possible, and to submit recommendations. If requested, the City will meet and confer over the impact of proposed layoffs prior to the implementation of said layoffs.

Article 4. ASSOCIATION BUSINESS

4.1 Access to City Facilities

Access to City work locations and the use of City paid time, facilities, equipment and other resources by employee organizations and those representing them shall be limited to activities pertaining to the employer-employee relationship. Organization business, such as soliciting membership, campaigning for office, and organization meetings and elections, shall not be conducted during normal business hours and shall be unpaid, except as noted in Article 4.3.

4.2 Payroll Deduction of Dues

4.2.1. The City shall deduct MPOA-Sworn membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

- a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with MPOA-Sworn an authorization form provided by association. MPOA-Sworn will notify the City of the employee's name and amount of dues

to be withheld. The dues deduction form currently in use may continue to be utilized by MPOA-Sworn.

- b. The City agrees to direct each bargaining unit affiliated employee to MPOA-Sworn in response to any questions or concerns about dues or any other mutually agreed payroll deduction.
- c. MPOA-Sworn is responsible for providing the City with timely information about changes to employee dues and any other lawful MPOA-related payroll deductions.
- d. Dues withheld by the City shall be transmitted to the MPOA officer designated in writing by the association as the person authorized to receive the funds at the address specified.
- e. A bargaining unit affiliated employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized MPOA dues deductions. If a bargaining unit employee is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- f. MPOA shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

4.2.2. The City shall make payroll deductions in reliance on MPOA's certification that the association has and will maintain an authorization signed by each employee who affirmatively consents to pay MPOA membership dues. Similarly, the City shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by MPOA to the extent permitted by law.

4.2.3. The City shall not request that MPOA provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4.3 Employee Association Business Leave

Two (2) employees will each be allowed time, without loss of compensation, for the purpose of preparing for and participating in the formal meet and confer process. The employees shall remain in the Police Station and respond for any emergency purpose and shall participate in any Police-related duties. Prior written approval of such time off must be received from the Police Chief, or designee. An e-mail may service as written approval.

4.4 MPOA-Sworn shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section,

including, but not limited to, any claims made by bargaining unit affiliated employees for the return of membership dues deducted by the City in reliance on MPOA's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the City made in reliance on the information provided by MPOA-Sworn.

4.5 AB 119 Compliance

4.5.1 This provision applies to all new employees hired into MPOA-Sworn bargaining unit positions and is intended to comply with the provisions of AB119.

- a. The City will provide MPOA-Sworn with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the City from providing MPOA-Sworn with ten (10) calendar days' advance notice. The advance notice will include the number of MPOA bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the MPOA-Sworn President or another contact person designated by MPOA.
- b. Upon request, MPOA-Sworn will be given up to twenty (20) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to MPOA-Sworn's role as representative, MPOA-Sworn membership information, the rights and obligations created by the MOU and City personnel rules, and to answer questions. One (1) MPOA-Sworn representative may present information to the new employees. Management representative shall excuse themselves and not be present during MPOA-Sworn's portion of the new employee orientation meetings.
- c. The MPOA-Sworn representative who present information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided MPOA-Sworn advises the City Manager or designee of the names of the employees who will be presenting information on behalf of MPOA-Sworn at the new employee orientation meetings.
- d. The City shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, MPOA-Sworn, and any vendors who are contracted to provide a service at the new employee orientation.

4.5.2 Information Requirements

Upon request, the City will provide MPOA-Sworn with a digital file via e-mail to the e-mail address designated by MPOA-Sworn containing the following information for each employee to the extent the City has the information on file:

- Name
- Job title
- Work location

- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the City (new hires only) unless the employee submits a written request to the City and MPOA-Sworn to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Upon request for all bargaining unit employees no more than once per every 120 calendar days.

Article 5. CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform the job functions and responsibilities, or other interference with the operations of the City of the MPOA-Sworn.

Article 6. DISCRIMINATION, HARRASSMENT, AND RETALIATION

The City and MPOA-Sworn agrees not to discriminate, harass, or retaliate against any employee for non-membership, or his/her activity on behalf of, or membership in, MPOA.

The City prohibits any form of discrimination, harassment, and retaliation against or by employees as defined by federal Title VII of the Civil Rights Act and California Department of Fair Employment and Housing Act (FEHA).

Article 7. HOURS OF WORK AND OVERTIME

7.1 Work Schedule

Patrol personnel will work a schedule that is at the discretion of the Police Chief or designee. A mixture of suitable shift assignments may be assigned as necessary to provide adequate service as determined by the Police Chief or designee. For positions other than patrol, a variety of shift schedules may be assigned.

7.2 Hours of Work

Unless otherwise authorized by the Police Chief or designee, the scheduled number of work hours during the 14-day work period shall be 80 for all sworn employees. The work cycle for all employees shall be 14 days beginning at midnight on Saturday night and continuing until 11:59 PM on the second following Saturday night. The Police Department shall render service continuously on a 24 hours basis without interruption. The Police Chief or designee, in order to provide the best service to the public, may establish work schedules that vary employee workdays and hours.

Personnel assigned to the Patrol Division shall work up to a 12-hour shift, as assigned by the Police Chief or designee. All personnel shall have a paid 30 minutes meal period during their assigned shift, provided that in cases of departmental necessity, during such meal break, such personnel may be called out or otherwise be required to perform services.

On those days during which a time change occurs, employees shall be paid for actual time worked. If the employee works less than their normally assigned shift, he/she may use accrued leave to make up the one (1) hour difference. If the employee works more than his/her normal shift, that time worked will be counted towards the calculation of time worked in the work period for determining overtime payment.

Whenever the Police Chief authorized the rescheduling of an employee to another shift on a temporary basis, the employee's authorized work schedule shall not change and the employee's pay shall not be affected by such change.

It is the general policy of the City not to allow an employee in the MPOA-Sworn unit to work more than a total of 16 hours in a 24-hour period, if the 17th hour would be in patrol or other field work where fatigue would increase the safety risk to the officer. The general exceptions to the 16-hour rule are court time and report writing. This section does not apply in times of declared emergency or disaster.

7.3 Overtime Compensation

All positions covered by this MOU are eligible for overtime compensation. Overtime work and compensation shall be approved by the Police Chief or designee. Compensation for overtime shall be computed and paid for time worked in excess of 80 hours during the 14-day work period. Hours worked shall be defined as all hours within the service of the Department, including vacation and sick leave, compensatory time off (CTO) and holidays.

7.3.1 The parties agree that employees who are eligible for overtime compensation shall be paid at a rate equivalent to one-and-one half (1½) times the employees' base rate of pay or, with the prior approval of the supervisor, may accrue CTO. CTO may be accumulated to a maximum of 150 hours. All overtime earned beyond this maximum shall be subject to cash payment, but the method of payment (i.e., CTO or cash) shall be determined by the Police Chief or designee prior to performance of the work. Furthermore, during the month of November, an employee may request, in writing, a pay-out of accumulate CTO. Pay for CTO will be at the employee's regular hourly rate of pay and will be paid by December 10th. The amount of this payment will be included in the employee's taxable income.

7.3.2 Overtime pay shall be computed to the nearest one-quarter (1/4) hour. An employee cannot use a combination of work hours and leave time within his/her scheduled shift to create overtime for himself/herself without prior approval of his or her supervisor.

7.3.3 Call Back and On-Call

The parties hereto agree that if employees are called back to work, the employees shall be credited with a minimum of two (2) hours of compensation at one-and-one half (1½) times for such callback lasting less than two hours. Call-time (telephone consultation without returning to workplace, etc.) the City will pay 30-minutes straight time unless the telephone call or calls exceed one hour, then the employee will be compensated for actual time spend at straight time payment. Calls related to the same issue shall be considered one call.

7.3.4 Court Time

If an employee is required to appear in court for work-related business on a non-work day, the employee will be credited with a minimum of three (3) hours of compensation at one-and-one-half (1½) times for such callback appearances lasting less than three (3) hours, or for actual hours worked over three (3) hours.

If an employee is required to appear in court for work-related business during a scheduled work day but must work beyond his/her regular end of shift, shall be compensated at one-and-one half (1 ½) times for actual overtime hours worked.

7.3.5 Any employee who separates from City employment shall be entitled to cash compensation for overtime worked for which he/she has not been compensated and accrued CTO not paid. In case of death, compensation for accrued overtime shall be paid in the same manner.

7.3.6 If an employee is transferred from one department to another, accrued overtime shall be paid prior to the transfer.

7.3.7 It is the policy of the City that employees shall not manipulate their work hours, by any means, including shift exchanges, for the purposes of creating overtime for themselves or others.

Article 8. WORK RULES

8.1 Layoff

Layoff policies and procedures are those defined in the City's Administrative Code Section 8478, as may be amended during the term of this MOU. The City agrees to notify the MPOA and, if requested, meet and confer on.

8.2 Reinstatement, Demotions, Promotions and Transfers

Reinstatements, demotions, promotion and transfer procedures are those defined in the City's Administrative Code Title 5, Parts 1 and 2, as may be amended during the term of this MOU.

8.3 Attendance

Attendance and punctuality that is observant of scheduled hours on a regular basis is an essential function. Employees who report for duty at a later time than is required may be subject to disciplinary action.

Employees are required to notify their supervisor as soon as possible of their absence or late arrival. At the discretion of the Police Chief, those employees who fail to report to work within 15 minutes or more following their normal reporting time shall have the time deducted from his/her pay increments of quarter hour to the nearest quarter hour.

8.4 Telephone Service

Each employee shall, at all times, have a working telephone to expeditiously report to work in case of emergency or call-back. However, the employees are not required by this provision to be available for work at all times.

8.5 Shift Exchange

Employees shall have the right to exchange shifts when (i) the exchange does not interfere with the operation of the Department, (ii) complies with Departmental regulations, and (iii) does not result in any overtime for an employee in excess of that which would have accrued in the absence of such exchange.

Requests for such exchanges must be in writing, signed by both employees involved, and be approved, in advance by the Police Chief or designee. Such shift exchange shall be noted on each of the employee's time sheet. Pay back of an exchanged shift shall be the responsibility of the employees involved in the exchange and shall be completed within 12 months of the exchange.

Article 9. SAFETY

The City and MPOA Sworn desire to maintain a safe place of employment for all City employees and to that end, City Management and MPOA Sworn will work jointly to make provisions necessary for the safety of employees in the performance of their work. City's safety policy and procedures are defined in the City's Administrative Code Title 5, Part 1, Chapter 4. The City agrees to notify MPOA Sworn and meet and confer on any proposed modifications that are within the scope of representation.

Article 10. HOLIDAYS

10.1 Holiday pay shall be paid as follows:

10.1.1 The following days shall be recognized as holidays, and regular employees receive the following holidays off with pay:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	The day following Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

The City will issue, before the end of each calendar year, a schedule of the actual dates upon which the above holidays will be observed during the following year.

A holiday is equal to eight (8) hours, regardless of the length of scheduled work shifts. If a holiday is taken when the employee's scheduled shift is longer than eight (8) hours, the employee must make up the additional hours taken for the holiday with the 80-hour work period or use other accrued leave.

Birthday - (one (1) day on the employee's birthday, or an equivalent time off on another day in lieu of the employee's birthday as approved by the employee's supervisor.)

Every day appointed by the President, Governor, or Mayor, and approved by the City Council for a public feast, thanksgiving, holiday or in memorial.

10.1.2 For those employees working shift schedules, holiday pay will be accrued in the amount of eight (8) hours per month, in lieu of time off for holidays. Upon prior approval of the Police Chief or designee, employees may utilize such leave before December 1 of each year. Holiday leave not utilized prior to December 1st may, at the employees' option, either be converted, into an equal amount of vacation leave or be paid as follows. The employees shall be paid annually on or before December 10th of each year for such holiday leave accrued but not utilized within the previous 12 months or for the term of employment, whichever is less.

10.2 In order to be eligible for holiday pay, an employee must be in paid status the work day before and after a holiday.

Article 11. LEAVES

11.1 Vacation

Effective January 1, 2020, vacation leave and sick leave will replace annual leave. Employees' accrued annual leave will be credited to vacation leave. During calendar year 2020, employees will be allowed to use vacation hours for sick leave.

Accrual of Vacation

Regular full-time employees shall receive the following vacation accruals per month when in paid status.

Years of Service	Hours Accrued Per Month
Less than 5 years	10
At least 5 years and less than 10 years	12
At least 10 years and less than 15 years	14
At least 15 years and less than 20 years	15
At least 20 years	16

The maximum accrual of vacation shall be capped at 324 hours.

Vacation shall be credited on the first day of the month following the month the vacation is earned. An employee who starts work after the first of the month shall not begin to accrue vacation until the first day of the month following the month in which the employee begins work.

11.2 Sick Leave

Effective January 1, 2020, Regular full-time employees shall receive eight (8) hours of sick leave per month. Sick leave shall accumulate without limit.

An employee who retires from City employment, may convert any unused sick to additional CalPERS service credit. Eight (8) hours of sick leave equals one day (.004 of a year of service). It takes 250 days of sick leave to receive one (1) year of service credit (.004 x 250 = 1 year).

11.3 Use of Sick Leave

For the purpose of this Section, family members shall be restricted to: a child (biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); a biological, adoptive, foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

Sick leave shall be allowed and used for any of the following purposes:

1. Diagnosis, care or treatment of an existing health condition of the employee or his/her family member.
2. Preventative care for the employee or his/her family member.
3. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking.)

Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay from sick leave. If the sick leave is depleted, vacation and CTO shall be allowed, upon employee written request. Sick leave will not be granted for any leave of absence other than sick leave with one exception: an illness or injury occurring while on vacation leave may be covered by sick leave when such illness or injury causes the employee to be hospitalized, or when a physician has certified the employee's physical disability or illness.

11.4 Family Leave

In accordance with the federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible employees.

11.5 Vacation Leave Donation

Represented employees may, by written request, donate a portion of their accrued vacation to another member of the Police Department (either sworn or non-sworn), who had suffered a serious illness or injury. The recipient is eligible to receive donations once all vacation

and sick leave accruals have been exhausted. No leave donation may be used to offset a loss of pay due to disciplinary action taken by the City or an intentionally self-inflicted injury. Employees donating vacation hours may not donate an amount that would reduce their own balance of annual leave below 80 hours. Donations may only be made to an employee in the same or lower job classification as the donating employee.

Article 12. INSURANCE

12.1 Group Health Insurance

The City and employees will share in the cost of health insurance premiums of City provided plans. The City will pay up to the dollar equivalent of 80% of premium Anthem PPO 500 plan by enrollment category. A Kaiser HMO plan is also available. Employees may enroll in either of the two medical plans the City offers. The employee will pay, via payroll deduction, the difference between the City contribution and the actual premium for the medical plan selected.

Eligible employees may elect not to participate in the City offered medical plans. Should an employee make this election, the employee must provide to the City proof of medical insurance through another provider. Any employee electing not to receive medical insurance will receive a \$150 monthly medical allowance.

All employees must purchase dental and vision through payroll deduction.

12.2 Dental

Effective January 1, 2020, the City will provide dental insurance for employee and dependents. The City will pay 80% of the monthly premium. The employee will pay 20% of the monthly premium via payroll deduction.

12.3 Vision

Effective January 1, 2020, the City will provide vision insurance for employees and their dependents. The City will pay 80% of the monthly premium. The employee will 20% of the monthly premium via payroll deduction.

12.4 Life

The City will provide \$50,000 in double indemnity life insurance at no cost to employees. The Group Insurance Certification outlines the terms of the policy and are available upon request to the Finance Department. Additional life insurance is available to employees at no cost to the City.

12.56 Short and Long-Term Disability

The City will provide, at no cost to employees, short-term disability (STD) and long-term disability (LTD) insurance coverage for non-job-related illnesses and injuries. The terms and conditions of the plans are contained in the group insurance certificate and available from the Finance Department. The City will make reasonable effort to have additional LTD insurance available to employees at no cost to the City.

During the use of non-job related STD and/or LTD, the health insurance normally received by the employee shall continue at the agreed-upon rate of cost sharing pursuant to Section 12.1 and 12.2 hereof to 100 working days, beginning the date of the injury/illness, or the date of first use of the disability plan, whichever occurs first. If the employee is disabled for more than 100 working days, the employee may continue his/her health coverage by paying 100% of the monthly premiums until the employee returns to work, retires, or for a period of two (2) years, whichever occurs earlier.

Article 13. RETIREMENT

13.1 CalPERS

The City will provide a "Safety" plan retirement benefit through the California Public Employees' Retirement System (CalPERS) for employees in this bargaining unit. The specific plan option available to eligible employee, and the employee's cost for such specific plan, are dependent upon the date on which the employee entered service with a CalPERS member agency, as described in paragraph (a) and (b) below.

- a. An employee who is determined by CalPERS to be a "New Member" as defined by PEPRAs shall be enrolled in the CalPERS PEPRAs Safety Plan of 2.7% @ 57 formula.

Each such employee shall pay 50% of the total normal cost (TNC) rate assessed by CalPERS for members in this benefit group, but in no event will the City pay the Employee share. TNC is defined as: "sum of the employer normal cost rate and the employee contribution rate." All employee costs required by this paragraph shall be treated as 414(h)(2) pretax earnings.

- b. For compensable service beginning earlier than January 1, 2013, an employee will be enrolled in the CalPERS Classic Safety Plan of 3% @ 50 formula. Each such employee shall pay 9% of the ~~entire~~ "Employee" contribution and 3% of the "Employer" contribution.

13.2 Survivors' Benefits

The City will pay for survivor benefits at CalPERS level four (4).

Article 14. MISCELLANEOUS BENEFITS

14.1 Employee Assistance Program

The City will provide an Employee Assistance Program for employees and their dependents.

14.2 Flexible Benefit Plan

The City agrees to provide a flexible benefit plan pursuant to Internal Revenue Code Section 125, for eligible dependent care and medical expenses. Administrative costs of this program shall be paid by employees participating in the plan.

14.3 Deferred Compensation

Employees may voluntarily participate in the City's deferred compensation plan(s). Employees may request additional information from the Finance Department.

14.4 Uniforms Allowance

Employees shall receive an annual uniform allowance in the amount of \$1000.00, paid monthly at the rate of \$83.33, that will be used to purchase the standard uniform as prescribed by the Police Chief. Each member agrees to assume the maintenance of the city uniform, and other equipment necessary for the performance of their duties.

14.4.1 The City shall provide the necessary safety equipment to each employee at no cost to the employee. Upon separation from employment, the employee shall return all safety equipment items, as provided by the City, to the Police Chief.

14.4.2 The City will replace or repair uniform items in accordance with the following:

- a. The item is damaged in the line of duty, including such things as crime prevention and patrol, training, and other required activities.
- a. b. It will be the Police Chief's sole decision on whether to replace or repair the item; and;
- c. If the Police Chief chooses to replace the item, the item to be replaced shall be returned to the City.

14.5 Parking Cost

The City hereby agrees to provide to the employees who are required use public parking zones, a parking permit for said parking zones at no cost to the employee.

14.6 Hepatitis Test and Inoculations

The City agrees to make arrangements for hepatitis testing and inoculations.

14.7 Seniority Bridge

Upon a determination that a classification is difficult to recruit and retain, the Police Chief may petition the City Manager for a seniority bridge. Upon City Manager approval, a seniority bridge may be implemented to help with recruitment and retention. The seniority bridge applies to vacation accrual and longevity pay only. Only prior public sector service in the same or substantially similar classification will apply. An example of the application of seniority bridge is a new hire has ten (10) years prior experience as a Deputy Sheriff upon hire with the City as a Police Officer. The new hire would be entitled to ten (10) years vacation accrual and ten (10) year longevity pay with the City.

Article 15. DISCIPLINARY PROCESS AND PROCEDURE

15.1 Cause for Discipline

Improper conduct by an employee in the service of the City shall be cause for disciplinary action. The policy, process and procedures for, and appeals to, disciplinary action are those outlined in the City's Administrative Code Title 5, Part 2, Chapter 4, as may be amended during the term of this MOU. The City agrees to notify the MPOA Sworn Unit and meet and confer on any proposed modifications that are within the scope of representation.

15.2 Optional Alternate Appeal Procedures

In lieu of the procedures governing disciplinary appeals and hearings set forth in the City's Administrative Code Title 5, Part 2, Chapter 4, Article 3, an alternative procedure is available. At the appellant's option, the City agrees that the parties can select a mediator to hear evidence in the matter.

- a. Appeals must be filed with the City Manager within five (5) calendar days after service of Notice of Personnel Action is filed with an employee.
- b. A mediator may be mutually agreed upon by the parties, or the State Conciliation Service shall be requested to provide a list of names from which the parties will select a mediator by the alternate striking of names from the list, beginning with the employee striking first.
- c. The mediation hearing shall be a full evidentiary hearing with full due process rights, including the right to present witnesses and evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision.
- d. Any decision of the mediator shall be rendered within 30 days of the conclusion of the hearing, and shall be advisory to the City Manager, whose judgment on the disciplinary action shall be final.
- e. The cost of the mediator shall be shared equally by the employee and the City. If a transcript of the proceedings is requested, the cost of the transcript shall be borne by the requesting party.

Article 16. GRIEVANCE PROCEDURE

The City has provided for an orderly process whereby employees covered by this agreement may have their employment grievances considered as fairly and rapidly as possible without fear of reprisal. The policy, process and procedures are outlined in the City's Administrative Code Section 8650 of the Marysville Administrative Code, as may be amended during the term of this MOU. The City agrees to notify MPOA Sworn and meet and confer on any proposed modifications that are within the scope of representation.

Article 17. COMPENSATION

17.1 Wages

17.1.1 Payroll Schedule and Salary Schedule Revision

The City shall convert to a biweekly pay cycle as soon as administratively feasible. The City will post a yearly payroll calendar.

Effective January 1, 2020, the City will implement a nine (9) step salary schedule with the top step, Step 9, being 10% higher than the top step of the current salary schedule. Each step of the salary schedule will have a 2.5% spread apart. The nine (9) step salary schedule is attached as Exhibit A.

17.1.2. Wage Advancements

Effective the first full pay period after January 1, 2020, utilizing the nine (9) step salary schedule, employees shall be placed at the step that will provide at least a 5% base rate of pay increase.

Effective the first full pay period after July 1, 2020, employees shall advance two (2) steps for an additional 5% base rate of pay increase. An employee's base rate of pay shall not be greater than Step 9 of the salary schedule. This 5% base rate of pay increase does not replace an employee's performance merit increase that is scheduled to occur between January 1 and July 1, 2020.

17.2 Jury Duty

The City will pay jury pay as outlined in the City's Administrative Code Section 7552 of the Marysville Administrative Code, as may be amended during the term of this MOU.

17.3 Travel

When an employee receives prior authorization to use his/her private vehicle for City business, the employee will be reimbursed at the IRS rate for mileage.

17.4 Educational Incentive

An educational incentive program is established to encourage and reward employees for the acquisition and maintenance of higher levels of educational achievement.

The degree from an accredited college or university must be in the field of Law Enforcement, Police Science, Public Administration or a closely related field which is beneficial to the City as determined by the Police Chief and the City Manager. For the purposes of this section, an "accredited college or university" is accredited by one of the accreditation agencies recognized by the Secretary of the U.S. Department of Education.

Employees shall be eligible to the following educational incentive pay:

- a. An employee who has graduated from an accredited college or university with an Associates of Arts degree, or its equivalent, shall receive education incentive pay of \$100 per year, to paid on or before December 10th each calendar year. For the purposes of this section, the equivalent of an Associates of Arts degree is at least 60 semester units or 90 quarter units.
- b. An employee who has graduated from an accredited college or university with a Bachelor's degree, or its equivalent, shall receive an educational incentive pay of five percent (5.0%) above the employee's base rate of pay each pay period. For the

purposes of this section, the equivalent of a Bachelor's degree is at least 120 semester units or 180 quarter units.

Employees who receive an education incentive pay for a Bachelor's degree are not eligible to also receive an education incentive for an Associates of Arts degree.

17.5 Pay for POST Certificates

The City will pay employees for the following POST certificates. An employee must provide to the Police Chief proof of successful completion of the POST certificate.

POST CERTIFICATION	POST CERTIFICATION PAY
Intermediate	2.5% of base rate of pay
Advance	Additional 2.5% of base rate of pay

Sergeants are eligible to receive additional POST certification incentive pays for the following:

POST CERTIFICATION	POST CERTIFICATION PAY
Supervisory	2.5% of base rate of pay
Management	Additional 2.5% of base rate of pay

The maximum POST incentive pay for Police Officers is 5% of base rate of pay. The maximum POST incentive pay for Sergeants is 10% of base rate of pay. POST certification pay will begin the first full pay period following verification of proof of successful completion.

17.6 Entrance Salary for Police Officers

Whenever a person is appointed to the classification of Police Officer without having previously completed an approved Police Academy and/or without having previously received State-mandated field training, the person so appointed shall be paid five (5) percent (5.0%) below Step 1 of the salary schedule for Police Officer during the time the employee attends the Police Academy. Beginning the first full pay period immediately following satisfactory completion of the Police Academy the employee shall be advanced to Step 1 of the salary schedule for Police Officer.

For purposes of further annual salary increases pursuant to the City's Administrative Code Section 8106, the anniversary date shall be the date on which the employee completes the Police Academy and advances to Step 1 of the salary schedule for Police Officer, as described above in this paragraph.

17.7 Training Pay

Employees assigned to provide in service training to other employees will be compensated an additional 5% above their base salaries for each hour assigned as a training officer. To qualify for training pay, an employee must (1) be a certified instructor and/or appointed by the Department as a qualified instructor, or be a POST certified Field Training Officer and

(2) be specifically assigned by a Division Commander to provide training to full time and reserve officers for two or more hours in a work week. In-service training shall be included in the Field Training Officer program.

17.8 Out of Classification Pay

In lieu of any compensation pursuant to the City's Administrative Code Section 8112, the employee will be paid a temporary assignment pay of 5% above the employee's base rate of pay after an individual has been assigned to and has worked at least one (1) full 80-hour work period in a temporary capacity that has a higher classification.

17.9 Officer-in-Charge Pay

An employee assigned to act as the Office-in-Charge shall receive 5% above the employee's base rate of pay for all hours worked in the assignment.

17.10 Longevity

Effective January 1, 2020, the following longevity pay will be provided to employees.

Years of Service	Percentage of Base Rate of Pay
After completion of 10 years	2.5%
After completion of 15 years	Additional 2.5% for total of 5%
After completion of 20 years	Additional 2.5% for a total of 7.5%
After completion of 25 years	Additional 2.5% for a total of 10%

17.11 Canine Handler Program

Employees assigned as Canine Handlers shall be compensation 2.5% of the employee's base rate of pay an additional 3.5 hours per week, at the employee's regular rate, for time spent on ordinary aspects of canine care, including but not limited to, feeding, grooming, and procuring veterinary care. City and MPOA Sworn agree that City has acted in good faith and has reasonable grounds for determining that this compensation complies with the Fair Labor Standards Act (FLSA). Canine Handlers shall undertake training of 16 hours per week for four (4) weeks for initial certification as a Canine Handler, and shall participate in ongoing training of four (4) hours per week, thereafter. All training shall be done within the regularly scheduled number of work hours for each pay period, so as not to incur overtime compensation.

- a. Canine Vehicle. City shall provide and maintain a take home vehicle for the canine handler.
- b. Canine Food and Care. City shall provide canine food, reasonable veterinary care, ordinary equipment, and any other essential items associated with the care and maintenance of any police canine which has not been permanently retired. There shall be no obligation by the City to provide veterinary care to any canine which is too injured or ill to return to normal duty status within a reasonable amount of time, as determined by the Police Chief. The Police Chief shall have the sole authority to deem a canine permanently retired.

The MPOA and the City will work together to formulate a policy for kenneling City owned canines.

- c. Canine Disposition. In the event a City owned canine is permanently retired, the most recent handler shall have the option to purchase the canine from the City for \$1, as is. In the event the canine had more than one handler and the most recent handlers chooses not to purchase the canine, the next most recent handler of that canine shall have the option to purchase the retired canine as is. The purchase of the canine shall include an indemnification and hold harmless agreement signed by the purchasing officer releasing the City from all liability, including future veterinary care, maintenance, and other costs, relating to the canine.

17.12 Detective Pay

A sworn officer assigned to the detective division shall receive detective pay that is 2.5% above the employee's base rate of pay while assigned to that duty. Detective pay will begin the first full pay period immediately following the start of such assignment. Upon completion of the Department's required core training curriculum for detectives, as may be amended, an assigned officer shall be entitled to receive an additional 2.5% detective pay for a total of 5% above the employee's base rate of pay, beginning the first full pay period immediately following successful completion of the required core training, as certified by the Police Chief.

For the purposes of this section, the required core training curriculum consists of:

1. Basic Investigations
2. Homicide Investigations
3. Child Abuse and Sexual Assault Investigations

17.13 School Resources Officer (SRO) Pay

An employee who serves as an SRO shall be eligible to receive SRO pay that is 2.5% above the employee's base rate of pay while assigned to SRO. SRO pay will begin the first full pay period immediately following the start of such assignment.

17.14 SWAT Pay

An employee who serves as a SWAT officer shall be eligible to receive SWAT pay that is 2.5% above the employee's base rate of pay while assigned to SWAT. SWAT pay will begin the first full pay period immediately following the start of such assignment.

17.15 Bilingual Pay

The City shall compensate designated employees who are certified by the City as Spanish speaking will be paid \$46.15 bi-weekly for a total of \$100.00 per month. Bilingual pay will begin the first full pay period immediately following designation. Compensation for additional languages subject to recommendation of Police Chief and City Manager approval. A maximum of four (4) employee may be designated bilingual.

Article 18. SAVINGS CLAUSE

If any article or section of this contract, or any rider thereto, should be held invalid, illegal or unenforceable by operation of law, or by any compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity or legality, the remainder of this contract or any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is further the intent that should any article or sections of this contract be held invalid, illegal or unenforceable and inoperable, that article or section shall be renegotiated in an attempt to provide validity, legality and acceptability to such section or article.

Article 19. AMENDMENTS CLAUSE

This MOU may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties and shall constitute a part of this MOU.

Article 20. ENTIRE AGREEMENT/WAIVER

The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject as matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this MOU. Therefore, the City and the MPOA Sworn, for the duration of this MOU each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this MOU. This MOU may only be amended during its term by the mutual agreement in writing of both parties.

This MOU contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution here of and not set forth herein.

****SIGNATURES ON NEXT PAGE****

Article 21. TERM

Except as provided below, this MOU shall be in full force and effect from July 1, 2019, through June 30, 2021.

For the Marysville Police Officers'
Association - Sworn



Daryl Shackelford, President

12-16-19

Date

For the City of Marysville



Marti Brown, City Manager

12/31/19

Date

EXHIBIT A

**POLICE SWORN UNIT
JOB CLASSIFICATION SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2020**

JOB TITLE	STEP	HOURLY	MONTHLY	ANNUAL
POLICE OFFICER	1	\$23.88	\$4,139.17	\$49,670.02
	2	\$24.63	\$4,268.52	\$51,222.20
	3	\$25.37	\$4,397.87	\$52,774.39
	4	\$26.12	\$4,527.22	\$54,326.58
	5	\$26.87	\$4,656.56	\$55,878.77
	6	\$27.61	\$4,785.91	\$57,430.96
	7	\$28.36	\$4,915.26	\$58,983.14
	8	\$29.10	\$5,044.61	\$60,535.33
	9	\$29.85	\$5,173.96	\$62,087.52
POLICE RECRUIT 5% BELOW POLICE OFFICER	1	\$22.69	\$3,932.21	\$47,186.52
	2	\$23.40	\$4,055.09	\$48,661.09
	3	\$24.10	\$4,177.97	\$50,135.67
	4	\$24.81	\$4,300.85	\$51,610.25
	5	\$25.52	\$4,423.74	\$53,084.83
	6	\$26.23	\$4,546.62	\$54,559.41
	7	\$26.94	\$4,669.50	\$56,033.99
	8	\$27.65	\$4,792.38	\$57,508.57
	9	\$28.36	\$4,915.26	\$58,983.14
POLICE SERGEANT	1	\$27.64	\$4,791.60	\$57,499.20
	2	\$28.51	\$4,941.34	\$59,296.05
	3	\$29.37	\$5,091.08	\$61,092.90
	4	\$30.24	\$5,240.81	\$62,889.75
	5	\$31.10	\$5,390.55	\$64,686.60
	6	\$31.96	\$5,540.29	\$66,483.45
	7	\$32.83	\$5,690.03	\$68,280.30
	8	\$33.69	\$5,839.76	\$70,077.15
	9	\$34.56	\$5,989.50	\$71,874.00