

# MEMORANDUM OF UNDERSTANDING

between

CITY OF PORTERVILLE

and

PORTERVILLE PEACE  
OFFICERS ASSOCIATION



**January 1, 2018 - December 31, 2020**

This page was intentionally left blank

**TABLE OF CONTENTS**

<b>TERM OF MEMORANDUM OF UNDERSTANDING.....</b>	<b>5</b>
<b>PURPOSE.....</b>	<b>5</b>
<b>RECOGNITION.....</b>	<b>5</b>
<b>DISCRIMINATION.....</b>	<b>6</b>
<b>CITY RIGHTS.....</b>	<b>6</b>
<b>COMPENSATION PLAN</b>	
Basic Salary Schedule.....	8
Salary Ranges.....	9
Acting Pay.....	10
Additional Pay/Specialty Pay.....	10
Sworn Law Enforcement Experience Pay.....	11
Employee Service Awards.....	11
Bilingual Differential Pay.....	12
Call Back.....	12
Court Time/ Court Travel Time/ Court Stand by.....	12
Educational Incentive.....	13
Extra Duty.....	14
Overtime/Compensatory Time.....	14
Physical Fitness Incentive.....	15
Take-Home City Vehicles.....	15
Uniform and Safety Equipment Allowance.....	15
Working out of Classification.....	16
<b>WORK SCHEDULE</b>	
Attendance.....	17
3-12 Alternative Work Schedule.....	17
4-10 Alternative Work Schedule.....	17
Operational Details.....	17
<b>EMPLOYEE BENEFITS</b>	
Aflac.....	19

Health Insurance.....	19
Holidays.....	20
Leave Deductions.....	21
Life Insurance.....	21
Military Leave.....	21
Occupational Injury and Illness.....	22
Retirement.....	22
Short Term Disability.....	26
Sick Leave.....	26
Strategic Retirement Advisors.....	29
Vacation.....	29
Vacation Sell-Back.....	31

**OTHER MATTERS**

Advisory Arbitration of Grievances.....	31
Alcohol and Drug Abuse Policy.....	34
Local Housing Assistance Program.....	34
Hiring Incentive Program.....	34
Layoff Procedure.....	35
Travel and Conference Expense.....	40
Cell Phone Stipend.....	40

<b>STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS</b>	<b>40</b>
--	-----------

01/012018 – 12/31/2020

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PORTERVILLE

AND

PORTERVILLE PEACE OFFICERS ASSOCIATION

Pursuant to the provisions of Section 3500, et. seq., of the Government Code, representatives of the City of Porterville have met and conferred with representatives of the Porterville Peace Officers Association (PPOA) and have reached concurrences on the following items:

**TERM OF MEMORANDUM OF UNDERSTANDING**

Three years, from January 1, 2018 through December 31, 2020. Labor Negotiations for a successor agreement shall begin no later than October, 2020.

**PURPOSE**

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 between the City of Porterville and the Porterville Peace Officers Association covered by the provisions of this Memorandum. To provide an established, orderly and fair means of resolving any misunderstandings or differences, which may arise from the provisions of the Memorandum, and to set forth the understanding reached between the parties as a result of good faith meeting and conferring on the matters set forth herein.

**RECOGNITION**

The City of Porterville, hereinafter called the “City”, hereby recognizes the Porterville Peace Officers Association, hereinafter called the “Association” or “PPOA”, as the representative for employees in the classification:

Police Officer  
Sergeant

Requests for modification to the above employee group for the purpose of representation may be submitted to the City Manager for determination. New classes shall be assigned to an employee group as appropriated by the City Manager. If a dispute arises regarding the employee groups for representation, an appeal may be filed to the City Council. Upon receipt of said appeal, the City Council shall set a time and place for a public hearing to consider the appeal. Its findings shall be final and conclusive.

The City Council pursuant to Section 3503 of the Act, acknowledges that nothing in this Resolution shall prohibit any employee from representing himself/herself in his/her employment with the City.

### **DISCRIMINATION**

The parties mutually recognize and agree fully to protect the rights of all employees covered by this Memorandum of Understanding, and that all employees so covered shall have the right to join and participate in the activities of the Association and to exercise all rights expressly set forth in Section 3500, et seq. of the Government Code of the State of California. No employee shall be intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall apply equally to all employees covered without favor or discrimination because of: (1) race, color, sex, age, handicap, creed or religion, and (2) in accordance with all applicable State and Federal laws.

### **CITY RIGHTS**

Unless otherwise expressed in the provisions of a Memorandum of Understanding between the City and an Employee Organization, the City has and retains the sole and exclusive rights and functions of management, including, but not by this enumeration intended to be limited to the following:

- A. To determine the merits, necessity, nature or extent of services to be performed, as well as the rights to determine and implement its public function and responsibility, and the mission of its constituent departments, commissions and boards; and to determine budgets and appropriations of funds and to set municipal fees and charges.

- B. To decide upon and manage all facilities and operations carried on by or on behalf of the City, including locations, methods, means and personnel by which the City's functions are to be conducted.
- C. To establish, modify, and change working hours, schedules and shifts, job content, methods, techniques, processes and standards and allot and assign work.
- D. To control and determine the use and location of City's plants, facilities, property, material, machinery and equipment.
- E. To determine the size and composition of the working force, and to direct the working forces, including the right to hire, promote, demote, discharge, discipline or transfer any employee.
- F. To determine the layout, the machinery, the equipment and the materials to be used, and to introduce new, improved, adjusted or different methods of operations, or to change existing methods.
- G. To determine the policy and procedure affecting the selection or training of new employees.
- H. To establish, implement and use employee performance standards, including, but not limited to quality and quantity appraisal standards, the frequency and criteria of employee performance appraisals, and the application and results of said appraisals.
- I. To determine measures to promote safety and to protect health and property.
- J. To transfer work from one job to another or from one plant or unit to another.
- K. To relieve employees from duty for lack of work, lack of funds, or for other reasons deemed by management to be in the public interest.
- L. To promote, grant pay increases and otherwise reward employees, and to reprimand, suspend, discharge or otherwise discipline employees. The judgment of management shall govern except for a manifest of abuse of discretion.
- M. To establish, modify and/or amend job classifications.
- N. To contract for the performance of City services, construction, maintenance, distribution or any other work with outside public or private entities.
- O. To take such other and further action as may be desirable or necessary to organize and operate the City in the most efficient and economical manner for the best interest of the public it serves.

## COMPENSATION PLAN

### Basic Salary Schedule

The salary schedule, which details the pay steps in each range, shall be administered as follows:

1. The salary range shall include a monthly salary with five (5) steps of rates of pay. The five steps within a salary range shall be administered in the following way:

Step "A" The first step of each range is the beginning salary level and is the standard hiring rate for a class or position. All departments shall adhere to hiring personnel at this range. The City Manager and Department Heads with the approval of the City Manager may hire at any step in the salary range for the position being recruited. In all cases it must be demonstrated that it was necessary and/or desirable for the benefit of the City to appoint a qualified candidate at a higher step.

Step "B" Employees shall be advanced to Step "B" after six (6) months of satisfactory service in Step "A" and after advancement is recommended by the Department Head and approved by the City Manager.

Step "C" Employees may be advanced to Step "C" of the salary range allocated to their class of position after a minimum time of one (1) year of satisfactory work has been spent in Step "B" and after recommendation has been made by the Department Head and approved by the City Manager. Step "C" is to be considered the standard satisfactory performance of duties. This pay is assigned to those personnel who are performing at a desirable level, and what would be considered the normal rate of pay for their particular type of work.

Step "D" Merit This step is reserved for employees who are considered to be fully qualified in their class or position and who maintain a consistent, satisfactory standard of work performance. An employee may be advanced to Step "D" after a minimum of one year's service in Step "C" upon the recommendation of the Department Head and approval of the City Manager.

Step "E" Merit This step is to be considered a further and final step for employees who maintain a thoroughly satisfactory standard of work performance. An employee may be advanced to Step "E" after a minimum of one year's service in Step "D" upon the recommendation of the Department Head and approved by the City Manager. An employee advanced to Step "E" of the pay range will retain such status as long as job performance remains at the level required to attain this step.



Rates higher than Step "E" Whenever the salary of an employee exceeds the maximum of Step "E" of the salary range established for a classification, then such salary shall be designated as a "Y" rate. During such time as an employee's salary remains above the maximum rate of pay for his class, he shall not receive further salary increases.

Advancement in Step With approval of the City Manager a Department Head can advance employees in steps at any interval of time provided the Department Head can demonstrate the performance and abilities of the employee warrant the step increase.

2. Less Than Full Time:

All rates shown in the "Basic Salary Schedule" for monthly employees are in full payment for services rendered for the full number of hours regularly worked in each classification. Employees working less than full time shall be compensated at a monthly rate equivalent to the portion of the month worked, or at an hour rate equivalent as shown in the "Basic Salary Schedule."

3. Step Increases:

No increase shall be considered automatic or subject to increase by reason of time in service. All increases shall be based upon increased service value of the employee, performance record, and must be recommended by the Department Head and approved by the City Manager. Withholding recommendation for advancement to merit steps "D" and "E" shall not be considered disciplinary action.

4. New Employees:

New employee advancement will be automatically reviewed after six (6) months of service. For all other employees, advancement will be automatically reviewed after each twelve (12) months of service from their anniversary date. Advancement for employees receiving promotions shall be as follows: If a promotion is to the "A" Step of the new classification, the employee's anniversary date shall be six (6) months after the promotion, and he/she shall be eligible for advancement review at that time. If a promotion is to any other step than the "A" Step, the employee's normal anniversary date shall be twelve (12) months after the promotion, and the employee shall be eligible for advancement at that time.

5. New Employee Performance Review:

The performances of all new employees shall be reviewed three times during their probationary period and thereafter, each year on their anniversary date. The performance of all regular employees shall be reviewed annually on the employee's anniversary date.

**Salary Ranges as of January 1, 2018**

Title	Range	Step A	Step B	Step C	Step D	Step E
Police Officer	185	\$4,150	\$4,361	\$4,584	\$4,818	\$5,064
Police Sergeant	207	\$5,166	\$5,430	\$5,708	\$5,998	\$6,305

Association salary increases scheduled for the term of January 1, 2018 through December 31, 2020 are as follows:

Effective July 1, 2018, PPOA employees shall receive a two percent (2%) salary increase.

Effective January 1, 2019, PPOA employees shall receive a two percent (2%) salary increase.

Effective January 1, 2020, PPOA employees shall receive a four percent (4%) salary increase.

Effective June 1, 2020, in the event the City's transactions and use tax revenues increase by at least \$3 million for the time period of one full year (April 1, 2019 to March 31, 2020), and that said revenues can be applied to existing public safety salaries, PPOA employees shall receive a four percent (4%) salary increase.

### **Acting Pay**

When a position is temporarily vacant due to a prolonged illness, injury, leave of absence, or vacancy, an employee appointed to the position on a temporary basis shall receive acting pay at the salary range assigned to the position.

### **Additional Pay and/or Specialty Pay**

The pay structure for Special Assignments shall be as follows:

- |       |   |
|-------|---|
| 7.5%  | K-9<br>Specialty pay to officers assigned to K-9 due to the hazards associated with this assignment, and for handling, training and caring for the canine. Employees of this unit are required to be on-call.               |
| 7.5 % | Detective<br>Specialty pay to officers assigned to Detective due to the requirement of being on-call.   |
| 5%    | Major Accident Investigations Team (MAIT)<br>Specialty pay to officers assigned to MAIT due to the educational requirements necessary for the assignment. Employees of this unit are required to be on-call.                |
| 5%    | Special Weapons and Tactics/Hostage Negotiation Team (SWAT/HNT)<br>Specialty pay to officers assigned to SWAT/HNT due to the hazards associated with this assignment. Employees of this unit are required to be on-call.    |
| 5%    | Field Training Officer (FTO)<br>Additional pay to officers assigned to FTO due to the education and experience necessary to train new officers. Employees shall receive this pay for hours actively training new employees. |
| 5%    | Corporal (First Line Supervisor responsibilities)   |

Specialty pay to officers assigned to Corporal due to the education and experience necessary in serving in this capacity.

In the event a Police Officer is assigned as a Corporal, they shall not receive additional pay while performing duties of a Sergeant or Field Training Officer.

Effective 09-01-02, those provisions of the Employee Pay and Benefit Plan which authorize additional pay or specialty pay to qualifying employees as a percentage of salary, including, but not limited to, Working Out-of-Class, Educational Incentive, Certificate, K-9, Motorcycle, Field Training Officer, Detective, Corporal, etc., shall be so clarified in writing, and thereafter administered, as to have such pay calculated separately as a percentage of "Base Salary" to be added to recipient employee's Base Salary. Such pay shall not be compounded when calculated. An employee's Base Salary shall be the Pay Step the employee is at in the Salary Range of the Position Classification the employee holds.

In the event a PPOA employee is assigned to more than one specialty assignment, stacking is permitted with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT. The 10% stacking cap does not apply to K-9.

#### **Sworn Law Enforcement Experience Pay**

Effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, or as soon thereafter as possible, PPOA employees shall be eligible to receive experience pay at the following rates. PPOA employees shall be eligible for said experience pay effective the first full pay-period following the applicable service years' completion, based on total years of California Peace Officers Standards and Training (POST) qualified peace officer experience.

2.5%	5 years of sworn law enforcement experience
2.5%	10 years of sworn law enforcement experience
2.5%	15 years of sworn law enforcement experience
2.5%	20 years of sworn law enforcement experience

#### **Employee Service Awards**

Acknowledgement of years of service of all regular full-time PPOA employees shall occur during the quarter during which the employee's anniversary date falls, as follows:

Years of Service	Award Amount
5	\$50
10	\$100
15	\$150
20	\$200
25	\$250
30	\$300

Service years worked beyond thirty years will continue to be awarded during the same quarter of the fifth year anniversary in the amount equivalent to ten dollars (\$10) per year of service.

### **Bilingual Differential**

The City acknowledges the benefit of bilingual compensation, and will implement a tiered plan for all employees, structured as follows:

Employees who successfully demonstrate the ability to provide bilingual services to the public in the languages designates below shall be compensated as follows:

Occasional translation compensation - \$20.00 per month

-American Sign Language

-Hmong

-Spanish

-Tagalog

Frequent translation compensation -\$40.00 per month

-American Sign Language

-Spanish

Bilingual/Bi-literate certified compensation -\$80.00 per month

-Spanish

Upon passing the testing procedure administered by Human Resources, Department Heads will assign occasional or frequent translation compensation to the employee.

Employees may receive Bilingual/Bi-literate certified compensation upon successfully passing an exam that tests their oral communication skills, reading and writing ability.

### **Call Back**

If an employee in the classification of Police Officer assigned as a Detective is called back to work, the employee shall be paid for a minimum of four (4) hours at the rate of one and one-half (1 ½) times the employee's regular rate of pay, in accordance with overtime pay provisions.

### **Court Time/ Court Travel Time / Court Stand By**

Court time is divided into two sessions: Morning and Afternoon.

Court Stand-by Officers shall be compensated two (2) hours straight time, at the employee's regular rate of pay, for each court session for which they have been placed on standby. Officers shall submit an overtime slip with the corresponding subpoena and the slip shall be marked "Court Standby, Morning Session" or "Court Standby, Afternoon Session," depending upon

which session the standby time is for. In the event the officer is on call for both the morning and afternoon session, the slip shall be submitted for four (4) hours and shall be marked "Morning and Afternoon Session."

In the event the officer is called to court, they shall be compensated at the rate of one and one half (1 ½) times their regular rate of pay from the beginning of that court session, but in no case less than two (2) hours. Officers shall submit an overtime slip for that court session and the slip shall be marked "In Court." If the officer is on call during the morning session, and is called to testify in the afternoon session, the officer shall be compensated for two (2) straight time hours for standby in the morning session, and at the rate of one and one-half (1 ½) times their regular rate of pay for the afternoon session. Officers will submit two overtime slips with one subpoena. At no time will an officer be paid for both standby time and court time during any individual morning or afternoon court session.

In the event the officer is "In Court" for both sessions, the officer shall submit one slip documenting the times of both the morning session and the afternoon session. The officer shall be compensated for their time in each session.

Effective 04-16-15, travel time for PPOA employees to and from Court shall be compensable from Porterville to Visalia Court and from Visalia to Porterville Court at the rate of time and one-half, not to exceed one hour.

### **Education Incentive**

Sworn Police Officers will receive education incentives upon receiving each of the following degrees and/or certificates:

Intermediate Certificate: 2.5% of base pay

Associate's Degree: 2.5% of base pay

Advanced Certificate: 2.5% of base pay

Bachelor's Degree: 2.5% of base pay

Master's Degree: 2.5% of base pay

The additional compensation for the Associate's, Bachelor's and Master's degrees will be allowed provided the officer has a 2.0 grade point average. No tuition, books or other education costs will be paid for classes taken to attain the educational incentive compensation other than for the pursuit of a Bachelor's or Master's degree. Police Officers eligible for the Bachelor's Degree incentive pay of 2.5% shall also be eligible to receive 2.5% for an Associate's Degree regardless of whether he/she has obtained an Associate's Degree.

Employees hired prior to the effective date of this amendment (April 6, 2010) and who are currently receiving 5% educational incentive for an AA Degree or POST Intermediate Certificate will continue to receive the 5% until such time as a degree or certificate beyond these two incentives is obtained.

Administrative Policy, IV-B-2 Employee Training for Police Series is as follows:

Police Series:

Mutual Benefit Training: Training of generally equal benefits to the City and the employee, for course work applied toward a Bachelor's or Master's degree related to the employee's present position or possible promotion within the City. City participation to consist of full reimbursement for tuition, registration costs, for any class(es) or course(s) in an amount not to exceed \$4,000 per fiscal year for six (6) units or less per school semester (and two semesters per fiscal year), or equivalent quarter units, per employee. A semester will be calculated by the classes successfully completed between January to June (Spring) and July to December (Fall).

### **Extra Duty**

Officers (including Police Sergeants) who are assigned to provide security at an outside activity, for which the organization requesting the service is to reimburse the City of Porterville for such service, shall be compensated at the rate of one and one half (1½) times their regular rate of pay. The City of Porterville will bill the organization to recover costs for services.

### **Overtime/Compensatory Time**

Employees scheduled for firearms qualifications shall be compensated at the rate of one and one-half (1 ½) times their regular pay for (1) hour.

Police Officers working the 3-12 Plan will receive overtime pay at the rate of one and one-half (1 ½) times their regular rate of pay for all time worked in excess of 80 hours during their respective two-week work cycles.

Police Officers working the 4-10 Plan will receive overtime pay at the rate of one and one-half (1 ½) times their regular rate of pay for all time worked in excess of 40 hours in a week.

a. Overtime: Overtime hours worked will be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

b. Compensatory (CTO) Time: With approval from Department Head or Supervisor and subject to staffing requirements and operational priorities, employees may request CTO in lieu of pay for overtime hours worked. CTO accrues at the same rate as overtime (1 ½) hours per hour of overtime worked. Banked CTO shall not exceed more than one-hundred and twenty hours (equivalent to 80 hours overtime hours worked.)

c. CTO Buy Back: Subject to the Department Head's approval, employees may cash out CTO hours twice per fiscal year (dates designated by Department Head.) Employees shall be cashed out at their current regular rate of pay. Without prior notice, the Department Head can temporarily suspend CTO Buy Back.

d. CTO Buy Back and CTO time usage is subject to an annual evaluation by the Department Head.

e. Upon termination, all accumulated CTO will be paid to the employee at their current regular rate of pay.

**Physical Fitness Incentive**

Regular Physical Exercise  
Monthly Incentive Rates:

	“Good”	“Excellent”	“Superior”
Monthly Workouts:	10-13 times	14-17 times	18 or more
Incentive Pay:	\$30	\$40	\$50

1. A maximum of one workout per day shall be eligible. Further, eligible workouts must last at least one hour in duration and should include cardio exercise.
2. To be eligible, workouts must be verifiable (i.e. sign in/out sheets at City fitness facilities witnessed/signed by HR staff or employee supervisor; or printout provided from professional third-party gym/fitness membership/classes.)
3. To be eligible, participants must submit their completed workout logs (forms to be provided by HR) to HR by the 10th day of each month for the prior month. Incentive pay shall be disbursed to participants on a quarterly basis. Forms submitted after the 10th day, or not containing the appropriate supervisor/HR sign-off or verified third-party gym/class printout shall not be eligible.
4. Employees who knowingly sign and/or submit inaccurate/fraudulent sign in/out sheets or workout logs shall be prohibited from participating in the Regular Physical Exercise program for one year from the date of discovery. The Risk Manager maintains the right to make such a determination. The Risk Manager shall have the authority to approve or deny the eligibility of any and all proposed wellness programs.

**Take-Home City Vehicles**

PPOA employees assigned to K-9 duty shall be eligible for a take-home vehicle, provided said employee resides within 40 miles of the Porterville Police Department located at 350 North ‘D’ Street.

**Uniform and Safety Equipment Allowance**

Police Officers and Police Sergeants: \$1,100.00 annually  
Uniform allowance will be paid to the employee annually on December 1 of each year by check issued separately from payroll. Employees will be required to maintain his/her uniform.

Uniforms will be issued to new employees. New employees who are hired on or before June 1 will receive a prorated uniform allowance.

All uniforms and clothing damaged within the course and scope of employment shall be replaced or compensated for at no cost to the employee. This policy shall also include repair or replacement costs for prescription eye glasses, sun glasses, and/or wrist or pocket watches providing that the repair or replacement costs shall not exceed \$75.00 for the sunglasses and/or watch. Receipts must be provided to receive repair/reimbursement payment.

**Safety Equipment:**

The City agrees to supply all necessary equipment as required, and following initial issue, all of the items will be replaced on a “fair wear and tear” basis determined by appropriate evaluating authority of the Porterville Police Department.

When upon referral by the City’s Physician, and on the basis of a competent hearing examination, an employee is found to have a mechanically correctable hearing problem, and holds a position which in the opinion of the employee’s Department Head and the Personnel Officer requires adequate hearing ability to perform, and whose personal safety and the safety of the general public would otherwise be in jeopardy if the hearing impairment were not corrected, the City shall consider such hearing aids/devices as required safety equipment, and will participate in the payment of normal and customary costs related to the procurement and maintenance of such equipment to the extent:

- a. Participation is limited to aids/devices determined to be the first level of adequacy necessary to restore hearing.
- b. Participation shall not exceed \$1,250 per aid/device; \$2,500, if such aids/devices are required for both ears.
- c. Participation shall not be more frequent than once every five (5) years.

**Working Out of Classification**

Whenever an employee is requested to accept the responsibility and carry out the duties of a position or rank above their normal duty for a complete shift or more, he/she shall be compensated with an additional five percent (5%) of their base salary.

**WORK SCHEDULE**



## **Attendance**

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to the Director of Finance in the form and on the dates he shall specify. Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return shall be cause for immediate discharge.

## **3-12 Alternative Work Schedule**

The 3-12 Plan alternative work schedule will entail six shifts. Notwithstanding staggered shift assignments upon implementation and at four-month shift change intervals, a Police Officer working under the 3-12 Plan will ordinarily have alternating work week cycles as follows:

1. One 12-hour shift each day for three consecutive days, followed by four consecutive days off; then
2. Three 12-hour shifts and one 8-hour shift, and thereafter followed by three consecutive days off; or
3. The reverse of 1. and 2. above.

In the aggregate, during each two-week cycle, officers will work 80 hours and have seven days off.

## **4-10 Alternative Work Schedule**

The 4-10 Plan alternative work schedule is applicable to Motorcycle and Detective assignments only, and is subject to variable, but consecutive, 10-hour work shifts. A Police Officer working under the 4-10 Plan will ordinarily have a workweek cycle of one 10-hour shift each day for four consecutive days, followed by three days off.

## **Operational Details**

### **Meal and Rest Breaks:**

During both the 12-hour and 10-hour shifts, officers will be provided with one 30-minute paid meal break, and two 15-minute paid rest breaks. Breaks cannot be accrued to be used consecutively during a shift, and if breaks are missed, such lost break time will not be paid as overtime. An 8-hour shift includes two 15-minute paid rest breaks.

### **Plan Participation:**

With certain exceptions, participation in the 3-12 and 4-10 Plan alternative work schedule are limited to Sworn Police Officers assigned to Detectives in the Investigations Division or Patrol in the Operations Division of the Porterville Police Department. Duty status exceptions to this rule include Sworn Police Officers:

1. While on Industrial Disability Leave (4850) of longer than one day.
2. While restricted to Light Duty Assignments.

3. While on Departmental Administrative Assignments.
4. While cited for Court Appearances of longer than one day.
5. When attending and/or teaching assigned training or a course of instruction or conference, etc., of longer than one day.

When Police Officers are reassigned from the 3-12 or 4-10 Plan alternative work schedules due to a temporary duty status exception, as hereinabove enumerated, they shall be assigned to a 5-8 shift schedule.

#### Shift Selection:

Shift assignments under the 3-12 and 4-10 Plans are split into three four-month intervals, i.e., from February through May, June through September, and October through January of each year. Shift selection for both intervals shall take place in January of each year. Shift selection for sworn personnel will be on a seniority basis, dependent upon assignment, i.e., Regular Patrol/Traffic/~~OIC~~Corporal/K-9, with the most senior officer in each assignment selecting one shift assignment from each interval of the yearly schedule.

When selecting shifts, the officer making the selection must remain with their selected sector throughout the scheduled year. This is to maintain integrity of the department's sector program. This also applies for relief shifts.

In order to keep officer development high and avoid staleness, an officer may only work the same watch for two periods during a one-year period, excluding officers working the relief shift. For example, if an officer works two Day shift watches during a one year cycle, the third must be a Night shift watch.

During the year, it is expected that personnel changes will occur or may be needed due to promotions, new hires, separations, officer development, etc. These changes, along with officers transferring into the Patrol Division after shift selection has occurred, will be determined by a Department Manager/Supervisor in order to meet the needs of the Division. In addition, officers operating in a specialized assignment, such as Traffic, K-9 or ~~OIC~~Corporal, may also be assigned to a specified shift based upon the needs of the Patrol Division.

#### Shift Changes:

Shift changes under the 3-12 Plan are planned at four-month intervals to provide equal access to weekend and weekdays off, and both a.m. and p.m. work scheduled. Notwithstanding relief shifts, shift changes are expected to occur at 0600 hours and 1800 hours. The scheduled shift changes outlined in the Shift Selection section will be posted as soon as possible in order to allow employees ample notification. During the year, situations will arise when it becomes necessary for Watch Commanders to adjust shifts or schedules with little advance notice to ensure sufficient staffing levels for all shifts, or to ensure officer development, and when such situations arise, it is agreed that prior notification to all officers involved will be provided at the earliest time possible.

#### Shift Periods:

All 12-hour shifts will either be:

1. From 0600 hours to 1800 hours (Day Watch); or
2. From 1800 hours to 0600 hours (Night Watch); or
3. From 1400 hours to 0200 hours (Relief Shift). The relief shift hours are subject to change

throughout the year in order to meet the needs of the department.

**EMPLOYEE BENEFITS**

**Aflac**

The City of Porterville has contracted with the Aflac Company to provide employee- funded supplemental insurance designed to help maintain some income in the event that an employee experiences a long-term illness or non-work related injury.

**Health Insurance**

Employees shall contribute two percent of their base salary towards their own medical coverage on the City’s health plan.

The City shall implement changes to the healthcare benefit as set forth in Attachment 1 and Exhibits of Resolution 45-2015. Said changes may be subject to minor modification, to the benefit of the employees, as and when all City bargaining units approve them. Further, said changes to the employees’ healthcare benefit shall not become effective until such time as all bargaining units approve the same.

Current monthly rates consist of:

Medical	
Employee Only	2% of base salary
Plus Spouse	+\$170.00
Plus Child/children	+\$160.00
Plus Spouse and Child/children	+\$250.00
Dental	
Employee Only	\$0
Plus Spouse	+\$21.00
Plus Child/children	+\$27.00
Plus Spouse and Child/children	+\$30.00
Vision	
Employee Only	\$0
Plus Spouse	+\$11.00
Plus Child/children	+\$9.00
Plus Spouse and Child/children	+\$20.00

**Dental Coverage:**

The Employee Benefit Trust Fund maximum dental benefit per person shall be \$2,000.00.

**Prescription Drug Coverage:**

Prescription drug coverage copay shall be twenty percent (20%) of the cost of prescriptions at the point of service and require optimum utilization of generic drugs.

Retired employees are eligible to purchase the City's Employee Medical, Dental, and/or Vision Plan benefits for themselves and their spouse, provided the spouse was covered under each of the Benefit Plans proposed to be purchased for not less than thirty (30) days immediately prior to the employee's retirement date.

Effective July 1, 2002, the Employee Benefit Trust Fund shall be amended to provide dental and vision plan coverage for retirees and their eligible spouses, without regard to age, for so long as timely and continuous monthly premium payments are made by on behalf on the eligible retiree of the City of Porterville and/or by their eligible spouse. The monthly costs shall be 102% of the established insurance premium contribution rates, and such rates are subject to change from time-to-time.

PPOA employees who retire on or after 01-01-05 will pay 70% of the monthly contribution rate for medical coverage for themselves and for their eligible spouse; and the City will contribute 30% of said costs, for so long as timely and continuous monthly premium payments are made by or on behalf of the eligible retiree and/or by their eligible spouse. Medical Plan benefit coverage for retirees and eligible spouses will be effective until they reach the age of 65. The monthly cost shall be 102% of the established insurance premium contribution rates, and such rates are subject to change.

Rates will be reviewed annually by the City beginning in April of each year, and adjusted on the first day of July each year, or as soon thereafter as possible, according to the actuarially established contribution rates, and consistent with the percentage rates outlined above.

Orthodontic Benefit:

The City's health plan shall be amended to remove the age limitation on orthodontics coverage. All other aspects of said orthodontics coverage shall remain the same.

**Holidays**

Designated Holidays:

New Year's Day	(January 1st)
President's Birthday	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11th)
Thanksgiving Day	(4th Thursday of November)
The day after Thanksgiving	(Friday following Thanksgiving Day)
Christmas Day	(December 25th)

Employees working on a shift basis in the Police Department (including Communication Dispatchers, Community Service Officers, and Records Clerks) shall not be eligible for holidays.

Members shall receive nine holidays per year which shall be accumulated with vacation credits. If additional holidays are proclaimed by the City Council, members shall receive such additional holidays.

When calculating the salary differential of employees on approved temporary military leave authorized in accordance with the City's Military Leave Policy, holidays shall be included.

Floating Holidays:

Employees shall have three floating holidays per year. These floating holidays are accrued at a rate of 1.0 hour per pay period.

**Leave Deductions**

For Police Officers on either a 3-12 or 4-10 Plan alternative work schedule, leave deductions from appropriate leave banks accruing on the employees behalf, e.g., sick leave, vacation, family medical leave, bereavement leave, etc., shall be entered on the employees time sheets in time increments for such leave taken as is identical to the respective employees work schedule (e.g., an employee on the 3-12 Plan using one full day of vacation shall charge 12 hours to either their accrued vacation balance; and, an employee on the 4-10 Plan, if becoming ill and leaving work after 3 hours on the job, would charge 7 hours to their accrued sick leave balance).

**Life Insurance**

The City shall provide \$100,000 Life and A.D. & D. Insurance through the City of Porterville Self-Insured Plan for PPOA employees.

**Military Leave**

It is the policy of the City of Porterville to grant military leave of absence as required by applicable State and Federal laws, and to provide certain benefits to employees granted such leave.

Training:

- a. An employee who is eligible for military leave for training shall submit a request, in writing, to his/her immediate supervisor for a military leave of absence. Such leave will be granted if the employee provides evidence of the "Ordered Tour of Duty" training notice as soon after receipt as possible.
- b. An employee who is required to report for active duty military training shall be compensated for the difference between his/her base salary with the City and military pay, if military pay (taxable income on military pay voucher) is less than his/her salary, for not more than thirty (30) days each calendar year. Said military leave of absence shall be deemed to commence on the date the employee reports for military duty.

## Presidential Order

In times of a National Crisis, and upon the issuance of a Presidential Order calling up military reservists, the City Council may, by resolution, extend military leave provisions pertaining to the payment of salary differential, and to the continuance of employment benefits, as herein set forth, or as may be modified at the discretion of the City Council, for a period not to exceed the maximum authorized by law.

## **Occupational Injury and Illness**

Effective April 16, 2015, the Workers Compensation benefit provided by the City to PPOA employees shall be modified to provide no additional benefits other than those required by applicable State law.

## **Retirement**

### Safety Retirement Formulas

Employees hired before July 1, 2012	3% @55 (Resolution 21-2005)
Employees hired between July 1, 2012 & December 31, 2012	2% @50 (Resolution 63-2011 & 54-2012)
* Employees hired on or after January 1, 2013	2.7% @57 (Adopted via the Pension Reform Act)

\*Employees without prior PERS service, prior PERS members with more than a six month break in service with a PERS agency, or previous employees who have withdrawn their pension and have not made arrangements within sixty (60) days of being reinstated to re-deposit it will be placed in the third tier.

Beginning in January of 1982, the City of Porterville contracted with the California Public Employees' Retirement System (PERS) to provide various retirement benefits for its employees. The City began paying the employee contribution on July 1, 1985. The City's Contract with PERS was amended, effective July 1, 1998, to provide the 2% at 50 Retirement Plan for Local Safety Members, and Safety Employees began paying the full employee contribution rate on that date. Effective July 1, 1999, the City began paying the 4% of the Safety Employees' contribution. The employee contribution and earnings, irrespective of who pays them, remain the property of the employee, but may not be withdrawn other than upon retirement or separation from City employment.

The City Council delegates the City Manager authority to make determination under Section 21023.6, Government Code, on behalf of the Agency, regarding a local safety member's disability and whether such disability is industrial and to certify such determinations and all other necessary information to the Public Employees' Retirement System.

The PERS maintains each employee's account and provides a statement annually of contributions and interest earned. Benefits provided by this retirement program includes survivor

benefits, normal retirement benefits, disability retirement and industrial disability retirement for Local Safety Employees.

Effective 09-01-02, the City of Porterville will pay the 9% monthly Employee Retirement Contribution to the California Public Employees' Retirement System, computed as a percentage of salary, for all full-time Police Series Employees.

Effective 07-01-04, the City of Porterville will pay the same portion of the employee's share of the monthly retirement contribution of CalPERS for unrepresented Safety Management employees as other Public Safety employees, computed as a percentage of salary, i.e., 9%.

It is agreed that the City of Porterville will amend its contract with CalPERS, effective 07-01-06 or as soon thereafter as possible, to provide sworn Police Series employees and unrepresented Police Management with the 3% @ 55 Full Formula Retirement Benefit.

The City will continue to pay the employee's share of the monthly retirement contribution, computed as a percentage of salary, i.e. 9%.

Effective 07-01-11, the City's contribution rate for the Public Safety group will increase from 25.893% to 30.382%. To minimize the financial impact to the City, effective 10-01-11, PPOA employees shall begin paying 9% of the employee's pre-taxed monthly retirement contribution.

Effective 07-01-12, PPOA employees shall pay 50% of the employer contribution rate increase for the 2012/2013 fiscal year.

Effective 07-01-13, PPOA employees shall continue to pay 9% of the employee's contribution share.

PPOA employees shall continue to pay 0.472% towards the Employer's contribution rate.

Effective July 1, 2015, the City's CalPERS employer contribution rate for Safety increased from 32.507% to 33.563% (an increase of 1.056% from prior year). The City agrees to absorb this rate increase.

The City shall have the right to re-open negotiations on this item if the CalPERS employer contribution rate for Safety increases more than 2% for FY 2016/2017.

Effective immediately upon the Memorandum of Understanding being fully executed and officially accepted, PPOA employees in Tier One of the City's PERS retirement plan shall pay on a pre-tax basis all of the Employee's Contribution Rate (which is currently 9%) and two percent (2%) of the Employer's Contribution Rate, for a total of eleven percent (11%).

Effective January 1, 2019, PPOA employees in Tier One of the City's PERS retirement plan shall pay on a pre-tax basis all of the Employee's Contribution Rate (which is currently 9%) and three percent (3%) of the Employer's Contribution Rate, for a total of twelve percent (12%).

CalPERS benefits contracted for tier one and tier two employees include:

Benefit

FC 1 Year –The final compensation is the average full-time monthly pay rate for the highest 12 consecutive months. If the service is coordinated with Social Security, the final compensation will be reduced by \$133.33. (Gov. Code 20042)

Sick Leave Credit- Any unused sick leave days will be converted to service credit at the rate of .004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date. (Gov. Code 20965)

Military Stats 76- A member may elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment. (Gov. Code 21024)

Retired DB \$500- Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate. (Gov. Code 21620)

Cola 2%- Beginning the 2<sup>nd</sup> calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis of 2% maximum. The adjustment may not be greater than the change in the Consumer Price Index. (Gov. Code 21329)

LS Basic Death –Local System service credit will be used in the computation of benefits payable under the Basis Death benefit for all local members who were members of a local retirement system at the time the local system was discontinued. (Gov. Code 21536)

Public Srvc Layoff-A member may elect to purchase up to 1 year of public service credit for periods of lay-off from employment on or after 1/1/84. (Gov. Code 21022)

59 Survivor Benefit Level 4- This benefit is for members who are not covered by Social Security. The 4<sup>th</sup> Level of 1959 Survivor Benefit is a monthly allowance of \$950, \$1,900 or \$2,280 depending on the number of eligible survivors. (Gov. Code 21574)

Pre-Ret Option 2W-Upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected Option 2W. (Gov. Code 21548)

Military Retiree-Permits certain retired persons to purchase up to 4 years of service credit for continuous active military or merchant marine service prior to employment. (Gov. Code 21027)

DB Continues-Provides the death benefits being paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry. (Gov. Code 21551)

Peace Corps: VISTA-The member may elect to purchase up to 3 years of service credit for any volunteer service in the Peace Corps or AmeriCorps: VISTA (Volunteers In Service to America). (Gov. Code 21023.5)

Loc Sys Transfer –The assets in the local retirement system were transferred to CalPERS upon the effective date of the contract; applied against the liability for prior service and contributions required by the employee were credited to their account. (Gov. Code 20481)

Prior Service Credit –This is service rendered by the employee prior to the effective date of the contract with CalPERS. (Gov. Code 20055)

Benefits implemented for tier three employees include:

Benefit

FC 3 Year –The final compensation is the average full-time monthly pay rate for three consecutive years. (Gov. Code 20037)



Sick Leave Credit- Any unused sick leave days will be converted to service credit at the rate of .004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date. (Gov. Code 20965)

Military Stats 76- A member may elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment. (Gov. Code 21024)

Retired DB \$500- Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate. (Gov. Code 21620)

Cola 2%- Beginning the 2<sup>nd</sup> calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis of 2% maximum. The adjustment may not be greater than the change in the Consumer Price Index. (Gov. Code 21329)

LS Basic Death -Local System service credit will be used in the computation of benefits payable under the Basis Death benefit for all local members who were members of a local retirement system at the time the local system was discontinued. (Gov. Code 21536)

Public Srvc Layoff-A member may elect to purchase up to 1 year of public service credit for periods of lay-off from employment on or after 1/1/84. (Gov. Code 21022)

59 Survivor Benefit Level 4- This benefit is for members who are not covered by Social Security. The 4<sup>th</sup> Level of 1959 Survivor Benefit is a monthly allowance of \$950, \$1,900 or \$2,280 depending on the number of eligible survivors. (Gov. Code 21574)

Pre-Ret Option 2W-Upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected Option 2W. (Gov. Code 21548)

Military Retiree-Permits certain retired persons to purchase up to 4 years of service credit for continuous active military or merchant marine service prior to employment. (Gov. Code 21027)

DB Continues-Provides the death benefits being paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry. (Gov. Code 21551)

Peace Corps: VISTA-The member may elect to purchase up to 3 years of service credit for any volunteer service in the Peace Corps or AmeriCorps: VISTA (Volunteers In Service to America). (Gov. Code 21023.5)

Loc Sys Transfer -The assets in the local retirement system were transferred to CalPERS upon the effective date of the contract; applied against the liability for prior service and contributions required by the employee were credited to their account. (Gov. Code 20481)

Prior Service Credit -This is service rendered by the employee prior to the effective date of the contract with CalPERS. (Gov. Code 20055)

The PERS maintains each employee's account and provides a statement annually of contributions and interest earned. Benefits provided by this retirement program includes Survivor Benefits, normal retirement benefits, disability retirement and industrial disability retirement for Local Safety employees.

#### 1. Survivor Benefits

Death benefits are available to the beneficiary of a PERS member whose death occurs during active employment. Benefits may vary depending upon whether the death is job- related, the employee has at least five (5) years PERS membership, and upon the number of dependent survivors.

#### 2. Normal Retirement

Various options are available to employees at the time of retirement. An employee may apply for credit from other than city employment if PERS has reciprocity with the former system. Five years of membership is the minimum to be eligible for service retirement. Depending upon the option selected at the time of retirement, monthly retirement benefits will vary. Informational brochures as well as counseling on retirement may be obtained through the Personnel Office.

### 3. Disability Retirement

Miscellaneous and Public Safety employees are eligible after five years of PERS membership for disability retirement for non-work related disabilities which prevent an employee from being able to perform their job. Employees who recover from such disability are eligible for re-employment.

### 4. Industrial Disability Retirement

Public Safety employees are eligible for Industrial Disability Retirement from the time they become members of PERS. Benefits are paid to employees in this group who become disabled due to job-related causes.

## **Short Term Disability**

Short Term Disability program will be provided and paid for by the employees, if voted in by the employees.

## **Sick Leave**

1. Regular full time employees shall be credited with 8 hours sick leave for each month of service. Sick leave shall be credited to the employee's sick leave accumulation account upon completion of each month. There is no limit on the amount of sick leave which can be accumulated.

2. The Chief of Police or his designee may require a doctor's certificate as proof of necessity if determined to be in the best interest of the City.

3. Each Department Head is responsible for controlling abuse of the sick leave privilege.

4. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor prior to, or within two hours after the time set for the beginning of his/her daily duties (not less than two hours prior to the beginning if their scheduled shift assignment for Police employees). In the event that an employee is incapacitated because of illness or injury to the point the employee is unable to contact his/her supervisor, the employee will cause the supervisor to be notified at the earliest possible moment. The employee may be required to file a physician's certificate with the Department Head, stating the cause of the absence before sick leave with pay will be granted.

5. Sick leave may be applied to:

- a. An absence necessitated by the employee's personal illness, injury or pregnancy.
- b. Medical, dental, and vision office appointments when the employee can not obtain an appointment during off-duty hours, and he/she receives the prior approval of his/her Department Head.
- c. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities.
- d. An absence of not more than forty (40) hours for employees for absence necessitated by the death or critical illness of a member of the employee's immediate family. Immediate family includes: father, mother, brother, sister, spouse, child, child's spouse, spouse's mother and father, grandchildren, and grandparents of the employee. For purposes of this section, a critical illness is defined as illness of such severity that death is imminent or a physician has directed that someone be immediately available to assist the afflicted and/or monitor his/her condition. A "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

Bereavement leave is to be held separate from sick leave only for the purpose of calculating employee's 100% attendance.

- e. An absence or absences totaling not more than 48 hours of accrued and available sick leave per calendar year for employees to attend to an illness whether requiring hospitalization or not, of a child, parent, spouse or domestic partner of the employee. In no event can an employee use more paid sick leave than he/she has accrued. For the purpose of this benefit, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- f. Periods of incapacity brought on by illness or injury while on paid vacation to the extent that it exceeds sixteen (16) regularly scheduled work hours in the case of non-shift personnel and 24 hours for shift personnel, such incapacity will be charged to sick leave only under the following conditions:
  - i. The incapacity was of a nature that would preclude the effective use of vacation and prevent the employee from performing his/her normal duties with the City.
  - ii. The employee must notify his/her supervisor within five (5) calendar days upon returning to work to request that the time be charged to sick leave.
  - iii. The Department Head will be under no obligation to extend the vacation beyond the originally scheduled vacation ending date.

iv. Upon his/her return to work, the employee must give the Department Head a certificate signed by a licensed physician stating the nature of the illness or injury and period of incapacity. A signed personal statement may be accepted in lieu of a physician's written statement.

g. The use of sick leave for other periods of physical incapacity voluntarily induced by the employee, such as recuperation from cosmetic surgery, shall be subject to the determination of the employee's Department Head and approval of the Human Resources Officer.

h. Service credit at retirement under the California Public Employee's Retirement System Regulations, providing the employee's retirement date is within 120 days from the date of the employee's separation from employment with the City of Porterville.

i. Continued accrual of sick leave credit by employees on approved temporary military leave in accordance with the City's Military Leave Policy.

6. Sick leave may not be applied to:

a. Absence due to industrial illness or injury incurred while working for an employer other than the City of Porterville.

b. Employee serving their initial six months in the service of the City, except as noted in 5. (e). However, sick leave credits for the time shall be granted only to each such employee who serves beyond the first six months.

c. Disability arising from any sickness or injury purposefully self-inflicted or caused by any of his or her willful misconduct.

d. Sickness or disability sustained while on leave of absence other than his or her regular vacation.

e. Sick leave shall not be used in lieu of or in addition to vacation.

f. Payment to an employee for unused sick leave time accrued upon termination. Termination of an employee's service shall abrogate all unused sick leave credit accrued by the employee at the time of termination, unless:

i. The employee is eligible for service credit due to retirement in accordance with 5., (h)

Or

ii. The employee subsequently re-enters the City's service as a regular employee; or, resumes employment with the City' upon release from active military duty, i.e., at the conclusion of temporary military leave authorized in accordance with the City's Military Leave Policy.

## **Strategic Retirement Advisors**

The City will contract with Strategic Retirement Advisors, LLC to provide employees represented by PPOA with an additional investment advisor vendor.

## **Vacation**

1. Regular full-time Sworn Police Department Public Safety Employees, working on a shift basis, shall accrue vacation and holiday time (including floating holidays) in accordance with the following schedule:

Years Of Service	Vac Hours Accrued Per Pay Period	Annual Vacation Accrual	Annual Holiday Accrual (Incl. Floating)	Annual Total Accrual	Max Accum.
1-5	3.33	80	96	176	248
6-10	5.0	120	96	216	300
11-15	5.83	140	96	236	314
16 plus	6.67	160	96	256	328

2. Sworn Police Department Public Safety Employees, working on a non-shift basis, shall accrue vacation time (including floating holidays) in accordance with the following schedule:

Years Of Service	Vac Hours Accrued Per Pay Period	Annual Vacation Accrual	Annual Floating holiday Accrual	Annual Total Accrual	Max Accum.
1-5	3.33	80	24	104	160
6-10	5	120	24	144	200
11-15	5.83	140	24	164	220
16 plus	6.67	160	24	184	240

3. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation, except:

a. Upon the written request of the employee's Department Head and approval of the Human Resources Officer.

b. Employees on approved temporary military leave in accordance with Section III., J., may accumulate accrued vacation in excess of their maximum accumulation and at their rate of accrual at the time of reporting to active duty, providing such accrual in excess of the maximum does not exceed that which would be accrued in 180 days.

4. Use of Vacation Time:

a. It is the intent that vacation time be used in time increments sufficiently long enough to permit the employee an adequate period of rest. In no event may vacation be taken in increments of less

than one-hour nor for a period exceeding the number of accrued whole days except upon the recommendation of the Department Head. With the written recommendation of the Department Head and approval of the Human Resources Officer, a permanent employee may incur a negative vacation balance of up to five (5) days.

b. Vacations shall be taken at a time authorized by the Department Head or his/her designee with due regard for the wishes of the employee and particular regard for the needs of the city.

c. Employees are not eligible to use accumulated vacation time until they have completed six (6) months of continuous service. Employees who terminate before completion of six (6) months of continuous service shall be entitled vacation or pay up to the amount earned as of the date of separation.

d. No person shall be paid for accrued vacation without the approval of the Human Resources Officer.

e. In the event one or more holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.

f. Regardless of salary range, employees may voluntarily donate their accrued vacation time to other employees who are experiencing a catastrophic event and have exhausted all leave balances. In no circumstances shall the vacation leave of the employee who is donating the leave incur a negative balance, nor shall the leave balance fall below a sufficient number of hours (40) to cover unanticipated emergencies of the donor.

##### 5. Police Department Vacation Scheduling:

Whenever feasible, member's regularly scheduled days off will not be charged against vacation time, i.e., vacation could be credited to time preceding or following, or both, a member's regularly scheduled days off.

Vacation time off will be scheduled on the basis of seniority and staffing requirements.

Initial vacation requests shall be completed in January and will be selected by seniority. After the yearly shift selection has been completed, officers will have the opportunity, by seniority, to select a one, two, or three week continuous block of vacation. After all officers on the schedule have had the opportunity to select a block, the process will be repeated until all initial requests have been scheduled. All selections must allow for proper staffing of shifts.

After the initial vacation selection has been completed, and throughout the remainder of the yearly schedule, vacations shall be on a first come, first serve basis, approval of which will also be subject to staffing needs.

## **Vacation Sell-Back**

Subject to IRS regulations, PPOA employees with at least five years of peace officer service with the City of Porterville shall have the opportunity to sell back up to forty (40) hours of vacation time provided a balance of at least forty (40) hours remains on account after said sell back. Said sell back shall occur once per year, during the second pay period of October. In the event of a catastrophic event of a PPOA employee, the Chief of Police may authorize a sell back to said employee at any time during the fiscal year.

## **OTHER MATTERS**

### **Advisory Arbitration of Grievances**

The City agrees to amend the City of Porterville Personnel System Rules and Regulations, Rule XIV- Complaint and Grievance Procedure, for all Police Series Employees, to wit:

#### 4. Grievance Procedure:

Any employee in the City Service shall have the right to grieve any action as defined in Rule XIV, Section 2., C, "Definition of Grievance."

Step 1: The employee shall inform his/her supervisor of the grievance and relevant facts within fifteen (15) calendar days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. Failure to complete this procedure shall bar further consideration of the grievance. At least one conference shall be held between the employee, his/her union representative, and his/her immediate supervisor within seven (7) calendar days after the employee has experienced the grievance. The immediate supervisor shall advise the employee of his/her decision within seven (7) calendar days following the conference. If the grievance is not resolved by the conference, the employee may proceed to Step 2. If the immediate supervisor is not available during the seven (7) calendar day period, the employee should meet with the next level of supervision.

Step 2: In the event the grievance is not resolved in Step 1, the employee and his/her union representative shall put the grievance in writing and submit copies to his/her immediate supervisor, department head, and the Personnel Officer, not later than seven (7) calendar days. All parties willing, a conference time may be mutually agreed upon to explore the matter further within seven (7) calendar days of receipt of the written decision. At this conference, both parties may be accompanied by a representative.

Step 3: Should the matter remain unresolved, the grievance may be submitted within seven (7) calendar days after written receipt of the department head's decision to the Personnel Officer.

Step 4: Upon receiving the grievance, the Personnel Officer or his/her designated representative shall discuss the grievance with the employee, his/her union representative, and all other appropriate persons. The Personnel Officer may appoint a fact-finding committee or an officer, not in the normal line of supervision, to investigate and advise him concerning the grievance.

The Personnel Officer shall render a decision in writing to the employee within fifteen (15) calendar days after receiving the grievance.

Step 5: In the event the Grievant or the Association is not satisfied with the result at Step 4, it may, within fifteen (15) calendar days of completion of the Step 4 proceedings, submit the grievance to advisory arbitration. The arbitration proceedings shall follow the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the grievant is satisfied with the result at Step 4, or another prior level, the Union (Association) is barred from instituting the arbitration procedures under this Agreement. If the parties do not agree on a particular arbitrator, the parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Services who are familiar with City Government. The parties shall alternately strike names until only one name remains. The order of striking shall be determined by a toss of a coin.

The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitrator shall not determine any other issue(s) to the extent that the language of the Memorandum of Understanding is the same as the language of the statutory or regulatory provision. The arbitrator shall not apply an interpretation to the Memorandum of Understanding that is different from the meaning of the statutory regulatory language, in the absence of clear bargaining history indicating that a different meaning was mutually intended.

The arbitrator shall have no power or authority to hear cases challenging any of the following:

1. The termination of services or failure to re-employ a probationary employee.
2. The placement of an employee on probationary status.
3. The termination of services or failure to re-employ any employee in a position for which extra compensation is received.
4. The contents of the employee's evaluation.
5. The City's promulgation of rules, policies.
6. A decision, action, or inaction of the City if such is required by state and federal regulatory body or court.
7. Any grievance occurring before the effective date of this Agreement or after the expiration of the Agreement.

The arbitrator shall, as soon as possible, have a hearing on the merits of the grievance and render a written decision on the precise issue or issues submitted to the arbitration by the parties.

1. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues for the parties by referring to the written grievance and the answers thereto at each step of the grievance.
2. Where the City has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the City.
3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the precise issue(s) submitted to arbitration.



4. Where there is an issue of arbitrability, the arbitrator shall hear the matter and render a decision for the parties before hearing the merits of the grievance.
5. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Memorandum of Understanding.
6. The arbitrator's advisory award may include restitution, financial reimbursement or other proper remedy.
7. The award of the arbitrator will be submitted to the parties in writing and will set forth the findings of fact, reasoning, and conclusions on the precise issues submitted. The decision shall be rendered within thirty (30) calendar days to the City and the Association following the submission of closing briefs, unless mutually agreed otherwise by the parties to this Memorandum of Understanding and the arbitrator during the arbitration proceeding.
8. The decision of the arbitrator shall be advisory upon the parties and shall be reviewed by both parties.

Each party shall be responsible for the cost of presenting its own case to the arbitrator. The costs for the services of the arbitrator, including per diem expenses, if any, travel and subsistence expenses, the cost of a hearing room and any transcript costs will be equally shared between the parties. All other costs will be borne by the party incurring them.

Step 6: If the employee or the City does not agree with the decision reached by the Advisory Arbitrator, either party may present the grievance to the Grievance Appeals Board by a written request to the Personnel Officer. Such Grievance Appeals Board shall consist of one (1) Council person selected by the City Council, one (1) City employee appointed by the aggrieved employee and/or his/her union representative, and one (1) member of the public at large selected by mutual agreement between the member selected by the City Council and the applicable employee organization. The term of office for members of the Grievance Appeals Board shall be for the duration of the grievance. The Grievance Appeals Board shall discuss the grievance with the employee and all other appropriate persons. The Grievance Appeals Board shall determine their own hearing procedure and scheduling. The decision of the Grievance Appeals Board shall be final.

#### 5. General Provisions

- a. No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures by reason of such use.
- b. Forms for filing and processing grievances and other documents necessary under these procedures shall be available from the Personnel Office. All documents, communications, and records dealing with the process of grievances shall be filed separately from personnel files.
- c. Failure at any step of this procedure to communicate the decision on the grievance within specified time limits shall permit the aggrieved employee to proceed to the next step.
- d. The grievant shall be entitled to be present at all steps of the procedure.
- e. Beginning with Step 1, either party may be represented by a representative of his/her choosing.

- f. Failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall be deemed acceptance of the decision rendered and shall constitute an irrevocable waiver of any further appeal.
- g. The time limits specified at any step in this procedure may be extended by mutual agreement.
- h. Written notices to employees, at the option of the City, may be delivered personally or by mail addressed to the employee's last residence on record with the City.
- i. All grievances and complaints should be treated as confidential by all parties concerned, until after the final decision has been rendered.

### **Alcohol and Drug Abuse Policy**

The Alcohol and Drug Abuse Policy shall be amended to require, in a standardized format, written acknowledgement from each employee of the City of Porterville certifying that they have received a copy of the policy and have read and understand said policy to the best of their ability. A copy of the standardized format for providing written acknowledgement shall be attached to the Alcohol and Drug Abuse Policy.

### **Local Housing Assistance Program**

PPOA employees shall be eligible to receive a \$10,000 loan from the City for use in the purchase of a home within the City of Porterville. Said loan shall have an annual interest rate of 3.0%, and program participants shall enter into a contract with the City for a period of ten (10) years. After contract execution, and upon successful completion of each year of employment with the City, \$1,000 shall be forgiven from said loan. After the completion of 10 years of employment, said loan, including all interest, shall be deemed satisfied and paid in full. The loan shall be secured by a promissory note and applicable documents recorded against the subject real property. In the event a program participant separates, either voluntarily or involuntarily, the remaining balance owed at that time of separation (calculated to the nearest month), including interest, shall be due and payable to the City within three (3) months or upon the sale of the real property, whichever comes first.

### **Hiring Incentive Program**

In an effort to recruit new peace officers, the City of Porterville and PPOA representatives have agreed to establish, on a trial basis, a Hiring Incentive Program. This program shall not continue past December 31, 2020 unless mutually agreed to in writing by both parties.

To be eligible to participate in this Program, an individual must be hired during the period of December 1, 2017 to December 31, 2020. For those eligible employees hired after December 1, 2017 and prior to the signing of this Memorandum of Understanding, payments as outlined below will be made retroactively. New hires and lateral hires are eligible to participate in this program. Reinstated employees and/or police trainees who have received salary and compensation by the City of Porterville for academy costs for one (1) or more Academy modules

shall not be eligible to participate. Program incentive payments are not compensable for retirement purposes. Program payments are as follows:

1. Upon successful completion of three (3) months of employment as a sworn peace officer with the City of Porterville, eligible employee shall receive a two thousand five hundred dollar (\$2,500) hiring incentive payment.
2. Upon successful completion of the field training program, as determined by Police Administration, eligible employee shall receive a two thousand five hundred dollar (\$2,500) hiring incentive payment.
3. Upon successful completion of the probationary period as a sworn peace officer, eligible employee shall receive a two thousand five hundred dollar (\$2,500) hiring incentive payment.
4. Upon successful completion of an additional twelve months of City service as a sworn peace officer following the successful completion of the probation period, eligible employee shall receive a two thousand five hundred dollar (\$2,500) hiring incentive payment.

### **Layoff Procedure**

#### 1. Purpose

To provide a means by which employees are to be reduced in position or laid off when a reduction in force occurs from lack of work, lack of funds, or abolishment of a position.

#### 2. Reduction of Force

Whenever the City Council determines, in its discretion, that for reasons of lack of work, lack of funds, or abolishment of a position, a reduction in the number of employees of the City is required, the Personnel Officer shall proceed with such a reduction in force by a reduction in position and/or layoff in accordance with the provisions in this Section. In a layoff situation, the following order of layoffs shall be followed:

- Temporary employees in the affected class
- Provisional employees in the affected class
- Limited term employees in the affected class
- Probationary employees in the affected class
- Part-time employees in the affected class
- Permanent employees in the affected class

#### 3. Reduction in Position (Family of Positions)

When a reduction in force involves a position that is included within a family of positions, each employee holding such position shall be ranked, based upon his/her length of service with the City. The employee holding such position having a lesser length of continuous service shall be reduced to the next lower position within the said family of positions. Whenever two or more

employees have identical length of service in class, status in class, the appointing authority will consider the following factors regarding the which employee will be reduced first: (1) performance rating; (2) length of employment with the City of Porterville; (3) total law enforcement experience; and (4) rank in hire in class. All persons reduced shall have their names placed on the class reinstatement eligibility list. An employee in a class proposed to be reduced in position may request, subject of the City Manager, a reassignment to a lesser position in the related family of positions.

#### 4. Reduction in Position (Positions not included within a family of positions)

Where an ordered reduction in force involves a position which is not included within a family of positions, and whether or not one or more individuals are employed in such class, employees with the least continuous City service shall be laid off first, with exception that those employees who have previously held permanent status in a lesser position may re-assume the position previously held providing they have not experienced an intervening interruption to continuous City service, and have remained qualified to re-assume the duties of such previous position.

#### 5. Subsequent Reduction in Position

Where one or more employees have been reduced in position to a lesser position, the incumbent employee or employees holding the lesser positions shall be subject, in turn, to the same reduction in position process. Where an employee holding a position which is ranked last in a family of positions, or holds a position not in a family of positions and is ineligible to exercise the prior permanent status reduction in position provision, is pre-empted from such position by reason of this process, and he/she shall be laid off from the City's service in accordance with the notification provision of this Section.

#### 6. Salary Determination

An employee who is reduced in position, as previously defined, shall be placed in the salary range of the lesser position at the step closest to the salary held in the former position.

#### 7. Re-Employment List

An employee who is reduced in position, or who is laid off by reason of a reduction in force accomplished pursuant to this Section, shall automatically have his/her name placed on a re-employment list for the position which he/she formerly held. The ranking of names upon such re-employment list shall be in accordance with the employee's length of service with the City in that position. Such re-employment lists shall have priority for a period of two (2) years over any other eligibility list for such affected position, providing, however, that employees not reinstated within six (6) months after being laid off must pass a pre-employment physical examination prior to reinstatement.

#### 8. Payoff of Accruals Upon Layoff

Laid-off employees are to be paid for all accrued holiday and vacation time when separated as a result of an ordered reduction in force. The sick leave accruals of such employees will remain on the books and will be reinstated if the employee is re-employed in a permanent position with the City of Porterville within two (2) years from the date of separation.

#### 9. Restoration of Length of Service

Upon re-employment following an ordered reduction in force, an employee will have his/her length of service restored.

#### 10. Non-Discrimination in Reduction in Force

Reduction in positions and layoffs, which result from a reduction in force, shall be made without regard to an employee's race, color, national origin, religion, sex, age, citizenship, or physical disability.

#### 11. Notice of Reduction in Position or Layoff

The Personnel Officer shall provide each employee directly affected by a reduction position or layoff process with a written notice at least thirty (30) days prior to the effective date of the action. The notice shall include the:

- Reason for reduction in position or layoff.
- Class(es) to which the employee may be reduced, if any.
- Effective date of the action.

Upon receipt of a notice of a reduction in position, the affected employee must respond in writing to the Personnel Officer within ten (10) calendar days from receipt of notice declaring his/her intention to either comply with the reduction in position process or be placed on the appropriate re-employment list.

#### 12. Families of Positions

The following positions are involved in varying degrees with responsibility of:

##### **Administrative (Family A)**

Administrative Analyst II  
Administrative Analyst I  
Administrative Aide

##### **Clerical (Family B)**

Deputy City Clerk  
Secretary to the City Manager  
Secretary  
Clerical Assistant III  
Clerical Assistant II  
Clerical Assistant I  
Clerical Assistant Trainee

##### **Human Resources (Family C)**

Human Resources Aide  
Human Resources Assistant

##### **Library Assistant (Family D)**

City Librarian

Library Supervisor  
Library Assistant  
Library Assistant Trainee

**Police - Sworn (Family E)**

Police Captain  
Police Lieutenant  
Police Sergeant  
Police Officer

**Police – Non-Sworn (Family F)**

Police Services Supervisor  
Property and Evidence Officer  
Community Services Officer II  
Community Services Officer I

**Communications (Family G)**

Senior Communications Dispatcher  
Communications Dispatcher/Senior Records Clerk  
Records Clerk

**Fire Suppression and Prevention (Family H)**

Assistant Fire Chief/Fire Marshal  
Fire Captain  
Fire Lieutenant  
Fire Engineer  
Firefighter

**Fiscal Activities (Family I)**

Assistant Finance Director  
Accountant II  
Accountant I  
Accounting Technician/Utility Billing Supervisor  
Account Clerk III  
Account Clerk II  
Account Clerk I

**Procurement (Family J)**

Purchasing Agent  
Bookkeeper

**Engineering (Family K)**

City Engineer  
Principal Civil Engineer  
Associate Engineer  
Assistant Engineer

Public Works Inspector  
Engineering Specialist III  
Engineering Specialist II  
Engineering Specialist I

**Inspection (Family L)**  
Chief Building Inspector  
Building Inspector II  
Building Inspector I

**Planning (Family M)**  
City Planner  
Associate Planner  
Assistant Planner  
Planning Technician

**Development (Family N)**  
Development Manager  
Development Associate

**Parks (Family O)**  
Parks Superintendent  
Parks Supervisor  
Parks Maintenance Worker III  
Parks Maintenance Worker II  
Parks Maintenance Worker I

**Leisure Services (Family P)**  
Leisure Services Superintendent  
Leisure Services Supervisor

**Field Services (Family Q)**  
Field Services Manager  
Field Services Superintendent/Water Utility Superintendent  
Field Services Supervisor (Streets, Refuse, Traffic Control, Water)  
Field Services Worker III  
Field Services Worker II  
Meter Reader  
Field Services Worker I  
Field Services Worker Trainee

**Equipment Repair (Family R)**  
Field Services Shop Superintendent  
Field Services Shop Supervisor  
Mechanic II  
Mechanic I  
Mechanic Assistant

**Wastewater (Family S)**

Wastewater Utility Superintendent  
Industrial Waste Inspector II  
Industrial Waste Inspector I  
Wastewater Treatment Facility Operator III  
Wastewater Treatment Facility Operator II  
Wastewater Treatment Facility Operator I  
Wastewater Treatment Facility Operator Trainee

**Laboratory (Family T)**

Laboratory Supervisor  
Chemist II  
Chemist I  
Laboratory Technician III  
Laboratory Technician II  
Laboratory Technician I  
Laboratory Attendant

**Travel and Conference Expenses**

Travel and Conference Expenses policy adopted on February 15, 1994 via Resolution 9-94. For details see Administrative Policy II-E-1.

**Cell Phone Stipend**

Employees who use their personal cell phones for work-related business, i.e. body camera downloads, evidence photographs, communications with superiors, co-workers, dispatch, etc., shall receive a cell phone stipend in the amount of \$25.00 per pay period.

**STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS**

All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly stated, modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and PPOA. This statement does not apply to the Hiring Incentive Program which does not remain in full force and effect beyond December 31, 2020.