

MEMORANDUM OF UNDERSTANDING

HEART OF SOLANO COUNTY



C A L I F O R N I A

**City of Fairfield
&
Fairfield
Police
Managers'
Association**

July 1, 2017 — June 30, 2021

TABLE OF CONTENTS

Article 1.	Recognition	2
Article 2.	MOU Controlling	2
Article 3.	Term of MOU	2
Article 4.	No Discrimination	2
Article 5.	Dues Checkoff	3
Article 6.	Employee and Association Rights	3
Article 7.	Management Rights.....	4
Article 8.	Compensation/Wages	5
Article 9.	Probationary Period and Merit Review	9
Article 10.	Work Hours	9
Article 11.	Light Duty	11
Article 12.	Leave/Time Off.....	11
Article 13.	Health, Life Insurance, and Other Benefits	15
Article 14.	Uniform Allowance, and Safety Equipment Issuance	19
Article 15.	Tuition Reimbursement.....	20
Article 16.	P.O.S.T. Reimbursement.....	20
Article 17.	Retirement.....	20
Article 18.	Employee Assistance Program (EAP).....	21
Article 19.	Internal Affairs Panel	21
Article 20.	Grievance Procedure	22
Article 21.	Discipline Procedure.....	24
Article 22.	Layoff Procedure	25
Article 23.	No Strike	27
Article 24.	Residency Requirement	27
Article 25.	Drug and Alcohol Testing	27
Article 26.	Special Assignments	27
Article 27.	Severability and Integration	27
Article 28.	Continuation of Labor and Management Meetings.....	28
SIGNATURE PAGE		29
Appendix 1.....		30

MEMORANDUM OF UNDERSTANDING
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FAIRFIELD AND
THE FAIRFIELD POLICE MANAGEMENT ASSOCIATION

Whereas, the Fairfield Police Management Association ("FPMA" or the "Association") represents all sworn police officers holding the rank of Sergeant or above, excluding the Chief of Police; and

Whereas, the authorized representatives of the City and the authorized representatives of the Association have met and conferred pursuant to California Government Code Section 3500 et seq., and the City's Resolutions No. 2001-185, in order to reach an agreement concerning wages, hours, and working conditions within the scope of representation; and

Whereas, the Association and the City hereby acknowledge that the provisions of this agreement are not intended to abrogate the authority and responsibility of the City Government provided for under the laws of the State of California or the ordinances and resolutions of the City Council; and

Now, therefore, the City of Fairfield and the Association agree to this Memorandum of Understanding (MOU), as follows:

Article 1. Recognition

The Association is recognized by the City as the exclusive representative of sworn officers at or above the rank of Sergeant, excluding the Chief of Police, in the Fairfield Police Department. As such, the Association has the exclusive right to serve as the negotiating representative for all such employees, on matter within the scope of representation as defined by California Government Code section 3504.

Article 2. MOU Controlling

The City's Employee Relations Resolution shall govern City employment, unless the MOU conflicts, in which case the MOU shall control.

Article 3. Term of MOU

The terms of this MOU shall commence from July 1, 2017 through June 30, 2021.

Article 4. No Discrimination

In the administration of this MOU, no person covered by this MOU shall be discriminated against on the basis of membership or non-membership in the Association, or participation in the activities of the Association.

The City reserves the right to administer and interpret the MOU to ensure compliance with anti-discrimination laws.

This MOU provision shall not be interpreted to grant rights in addition to those conferred by federal, state, and local laws.

Article 5. Dues Checkoff

The City and the Association acknowledge that a dues checkoff procedure has been adopted pursuant to City Resolution No. 2001-185, which procedure shall continue during the term of this MOU.

Article 6. Employee and Association Rights

- A. The Association and covered employees shall have those rights conferred by the Meyers-Milias-Brown Act, Government Code section 3500, et seq.

- B. Employees shall not have any formal punitive personnel action taken which will result in any loss of pay or benefits, unless the employee is notified in writing as to the reason or reasons thereof and given reasonable opportunity to respond. Nothing in this clause shall prevent the City from rejecting, without cause, an employee during probationary status.

- C. The City shall abide by the Public Safety Officers Procedural Bill of Rights (Government Code Section 3300 et seq.) and such is hereby incorporated into this agreement.

- D. Formally recognized employee organizations may select not more than two (2) employee members of such organizations to attend scheduled meetings with the Director of Human Resources or other management officials on subjects within the scope or representation during regular work hours without loss of compensation. Where circumstances warrant, the Director of Human Resources may approve the attendance of additional employee representatives with or without the loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the Director of Human Resources at least three (3) calendar days in advance of such meetings. Provided further:
 - 1. That no organization representative, who is a City employee, shall leave his or her duty or work station without specific approval of the Chief of Police or other authorized City Management official.

 - 2. That any such meeting is subject to scheduling by City management in a manner consistent with operation and work schedule.

 - 3. Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances. No compensation shall be paid City employees for any meetings or related work conducted out of the normal working hours.

- E. Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location during normal duty hours without the consent of the Chief of Police or the Director of Human Resources. Such

consent shall not be unreasonably withheld. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

F. Recognized employee organizations may, with prior approval of the Director of Human Resources, be granted use of the City facilities during off-duty hours for meetings of City employees provided such space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The use of City equipment, other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such other equipment in approved City facilities notwithstanding.

G. Recognized employee organizations may use portions of City bulletin boards under the following conditions:

Prior to posting, all materials must receive the approval of the Department or Division Head in charge of the departmental bulletin board. Should the Department Head not approve any item for posting and, if after discussing the matter with the employee organization representative a disagreement still remains, then the matter shall be referred to the Director of Human Resources for determination.

1. All materials posted shall not constitute harassment, discrimination, or retaliation based on a legally protected status.
2. All materials must be dated and must identify the organization that published them.
3. Unless special arrangements are made, materials posted must be removed thirty-one (31) days after publication date.
4. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' material.
5. An employee organization that does not abide by these rules shall forfeit its right to have materials posted on City bulletin boards.

H. The parties recognize that a substantial body of statutory and case law has developed relative to the rights and obligations of an employer and the employees pursuant to the Meyers-Milias-Brown Act. It is agreed by both parties that each will be bound by applicable statutory and case law. It is also agreed in the interest of maintaining improved employer/employee relations, that each party will make a good faith effort to respect the rights of the other party at all times during the life of the MOU.

Article 7. Management Rights

A. The Association recognizes that the City retains, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's law enforcement activities are

conducted, managed, and administered, and the Association recognizes the exclusive rights of the City to establish and maintain Departmental rules and procedures for the administration of the Police Department during the term of this MOU provided that such rules and procedures do not violate any of the specified express provisions herein.

B. The City retains the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.

C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.

D. The City reserves the right to discipline or discharge employees for cause, subject to the City's and/or Police Department's discipline procedures.

E. The City reserves the right to lay off personnel in accordance with the City's procedures, and as established in the MOU.

F. The City shall determine work assignments, and establish methods and processes by which assignments are performed.

G. The City shall have the right to transfer or reassign employees within the Police Department in a manner most advantageous to the City.

H. Except as otherwise specifically provided in this MOU, the City retains unqualifiedly all rights and authority to which, by law, the City is entitled.

I. The City shall have the authority to affect reorganization of the Police Department.

J. The Association recognizes that the City has rights and obligations in contracting for matters related to municipal operations. The right of contracting or subcontracting is vested exclusively in the City.

K. The Association pledges cooperation to the increasing of Departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police Department and the police force shall be exclusively the right of the city unless otherwise provided by the express terms of this MOU as permitted by law.

Article 8. Compensation/Wages

A. Wage Increase

Effective the first pay period which fully occurs in July, 2017 or the first full pay period following City Council adoption of the successor MOU, whichever occurs later, the City will increase base wages for all represented classifications in the bargaining unit by 4.0%.

Effective the first full pay period in July, 2018, the City will increase base wages for all represented classifications in the bargaining unit by 4.0%.

Effective the first full pay period in July, 2019, the City will increase base wages for all represented classifications in the bargaining unit by 4.0%.

Effective the first full pay period in July, 2020, the City will increase base wages for all represented classifications in the bargaining unit by 4.0%.

Hourly base wages following implementation of the 2017 4.0% wage increase are as follows:

Police Sergeant

(AA)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	\$56.890	\$59.734	\$62.721	\$65.857	\$69.150

Police Sergeant

(BA)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	\$58.312	\$61.227	\$64.289	\$67.503	\$70.878

Police Lieutenant

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	\$67.059	\$70.411	\$73.932	\$77.629	\$81.510

Police Captain

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	\$77.117	\$80.973	\$85.022	\$89.273	\$93.737

B. Salary Compaction

The top step base wage for a Police Sergeant with a Bachelor's Degree is no less than 17.5% above a top step Police Officer with a Bachelor's Degree, Advanced POST, FTO, Proficient officer and maximum Longevity incentives. The top step base wage for a Police Sergeant with an Associate's Degree or 60 accredited college units is 2.5% below the top step Police Sergeant with a Bachelor's Degree. The top step base wage for a Police Lieutenant is no less than 15.0% above a top step Sergeant with a Bachelor's Degree. The top step base wage for a Police Captain is no less than 15.0% above a top step Police Lieutenant.

C. Bilingual Pay

Each employee who meets the City's certification and eligibility requirements shall be compensated an additional \$75.00 per month, beginning the pay period following testing and certification. The City will choose the languages qualifying for bilingual pay.

D. Incentive Pay

Police Sergeants with a P.O.S.T. Supervisory Certificate, which requires an A.A. degree or 60 semester credits, 11 of years of experience as a Police Officer (with two or more years as a supervisor) and completion of 900 hours of P.O.S.T. training, shall be paid at the same level as a Sergeant with a B.A. degree.

E. Overtime for Police Sergeants

Police Sergeants shall receive overtime, at the rate of 1-1/2 times the regular rate of pay, to the closest quarter of an hour as follows:

1. FPMA acknowledges the City's intention to declare a 7K work period, 171 hours/28 days. Thus, for purposes of the FLSA, the City shall pay overtime at the rate of 1-1/2 times the regular rate of pay, for hours worked beyond 171 in a 28-day.

2. The City will pay overtime based on this MOU, as follows:

a. For all sergeants, overtime shall be paid for all hours in excess of 165.42 in a 28 day period.

b. Police Sergeants assigned to a fixed work schedule (i.e., patrol sergeants) shall be paid at an overtime rate for hours worked as an extension of a regularly scheduled work shift. If an employee has already worked the normally scheduled workday and is subsequently called back to duty before the next normally scheduled workday, the employee shall receive compensation at the overtime rate to the closest quarter of hour.

3. In addition to overtime compensation pursuant to the FLSA and paragraph 2 above, the City will pay MOU overtime benefits for unscheduled work time as follows:

a. Court: 1-1/2 pay or Compensatory Time Off (CTO), with four-hour minimum.

Exception: 1-1/2 pay or CTO for court appearances, which occur prior to, or extend beyond, employees' scheduled work periods shall be hour-for-hour, with no minimum.

Multiple court appearances in the same day shall be paid straight through from the start of the initial appearance through the last appearance when the employee is relieved. In such instances, there shall not be multiple four-hour minimums.

b. Call Outs: 1-1/2 pay or CTO, with four-hour minimum.

Exceptions:

1. If call out begins less than four hours before the start of an employee's reporting to duty, there will be no four-hour minimum.

2. Multiple call outs on the same day shall be paid straight through from the start of the initial appearance through the last appearance when the employee is relieved. In such instances, there shall not be multiple four-hour minimums.

c. Special Services Assignments: 1-1/2 pay or CTO. There will be no minimum number of hours.

d. Preparatory/Briefing Time Premium Pay: Based upon the parties' good faith estimates of the time necessary to prepare for and conduct daily briefings, each Police Sergeant shall be paid 5.42 hours of Preparatory/Briefing Time each 28-day work period.

1) Preparatory/Briefing Time will be paid at the straight time rate of pay and will be paid during periods of paid leave.

2) Preparatory/Briefing Time will be reported to PERS as compensation and is subject to confirmation by PERS.

4 CTO: In lieu of pay, upon request of the employee, the City will pay for overtime in the form of Compensatory Time Off (CTO). CTO balances may not exceed 240 hours. CTO is earned at the rate of 1-1/2, as described above. The City may cash out CTO balances at any time, upon notice to the affected employee. Employees may cash out Compensatory Time Off upon reasonable advance notice to the City. Employees may, with approval of their supervisors, take Compensatory Time Off. Requests for taking CTO shall not be unreasonably denied. With reasonable notice to payroll, all Compensatory Time may be cashed out upon employee request.

F. Compensation for Lieutenants: Lieutenants will be paid a salary for scheduled hours worked during each pay period.

1. Work Hours In Excess of Regular Schedule

For all Police Lieutenants, overtime shall be paid at a rate of 1-1/2 times the employee's hourly rate of pay for all paid hours in excess of 160 hours in each 28 day FLSA work period.

2. Compensation for Particular Duties

Overtime for additional duties shall be paid as follows:

a. Court Appearances - 1-1/2 pay or CTO with four-hour minimum:

Exception: 1-1/2 pay or CTO for court appearances, which occur prior to, or extend beyond, employees' scheduled work periods shall be hour-for-hour, with no minimum.

b. Extra Shifts - 1-1/2 pay or CTO.

c. Meetings - 1-1/2 pay or CTO with four-hour minimum.

d. Call outs - 1-1/2 pay or CTO with a four-hour minimum.

e. Shift Extensions - 1-1/2 pay when employees are required to work more than two hours past the end of their normally scheduled work day.

f. Travel/TDY Time - To be handled by shift adjustment or 1-1/2 pay or CTO.

g. Special Services Assignments: - 1-1/2 pay or CTO. There will be no minimum number of hours.

G. Definitions:

1. Call outs — A call out occurs when the City instructs an employee to report to work on City business during off-duty hours. Employees must receive prior approval from their supervisor before responding to call outs.

2. Meetings — Employees who are required to attend a meeting on their day off shall be eligible for the additional compensation. Employees who are required to attend a meeting which occurs more than two hours prior to the start of their shift, or which occurs and concludes

more than two hours after the end of their shift, shall be eligible for the additional compensation.

3. Shift extensions — Employees who are required to work into the next shift shall be eligible and will receive the additional compensation upon approval of their supervisor.

Article 9. Probationary Period and Merit Review

A. Probationary Period

Police Management shall serve a probationary period of 12 months.

B. Merit/Review

If appointed at (or promoted to) Step 1, employee are eligible for a merit review six (6) months after the date the action becomes effective. If appointed above Step 1, the merit review will be 12 months from effective date.

C. Promotion and Demotion

1. Promotion

Upon promotion to Sergeant, the promoting Officer will receive the Sergeant wage step no less than 5.0% above the monthly wage of the highest paid Police Officer, inclusive of Field Training Officer pay. In the event the Field Training Officer program is eliminated, upon promotion to Sergeant, the promoting Officer will receive the Sergeant wage step no less than 5.0% above the monthly wage with incentives of the highest paid Police Officer. All other classifications will receive the wage step of the new classification closest to 5.0% without going under 5.0%.

A promotion is defined as moving from one classification to another classification where the top step salary of the new classification exceeds the top step wage of the previous classification. Employees who are promoted will serve a 12-month probationary period.

2. Demotion

Upon rejection during secondary probation employees will go to the same step and seniority as they had in their previous classification prior to the promotion.

3. Merit Date

The annual review date will change to correspond to the effective date of the promotion or rejection during secondary probation.

Article 10. Work Hours

A. Fixed Schedule

Police Sergeants assigned to a fixed work schedule shall have specified starting times and ending times to their work shifts. The employees shall have a fixed number of hours per shift, though they may not have the same starting and ending times every day. Hours worked in excess of the scheduled shift shall be paid in accordance with the overtime policy.

1. 5 days work / 2 days off
8 hours per workday

2. 4 days work / 3 days off
10 hours per workday

3. 4 days work / 3 days off / 5 days work / 2 days off
9 hours per workday

4. 4 days work / 2 days off / 5 days work / 3 days off
9 hours per workday

5. 3 days work / 4 days off / 4 days work / 3 days off
One additional day off to be assigned per 28-day FLSA work period
12.31 hours per workday

NOTE: On schedules listed above, workdays indicated are not exact and would be adjusted to total 165.42 hours per 28-day work period.

B. Flexible Schedule

Police Sergeants assigned to a flexible work schedule shall have the responsibility for working a minimum of 165.42 hours per 28-day FLSA work period. Employees on a flexible schedule shall have a general understanding or agreement regarding when the employee will routinely report to work (e.g., Monday-Friday, 2:00 p.m. to 10:00 p.m.). That normally scheduled workday may be flexed at any time to accommodate Department operations.

If the Department directs an employee at the end of the work period to flex hours to avoid exceeding 165.42 hours worked, it must provide at least 48 hours written or verbal notice.

If flexible schedule employees are assigned to schedules with other than weekends off, to the extent possible, consistent with Department needs, days off shall be selected by seniority.

When employees assigned to a flexible schedule are required to work more than two hours past the end of their normally scheduled work day, they shall be compensated in accordance with the overtime policy and the compensated time shall be excluded from counting towards the minimum work required of 165.42 hours minimum within the 28-day FLSA work period.

Employees assigned to a flexible work schedule shall be notified by Personnel Action Form.

C. Shift Bidding

Sergeants and Lieutenants assigned to a patrol shift will bid for their shift based on seniority within their classification. Shift bids will take place during the regular shift rotations, normally every six (6) months.

Article 11. Light Duty

Light duty may be provided for employees who are unable to work due to injury or illness from either industrial or non-industrial causation. Further, workers' compensation law and disability plans provide that an employee is not entitled to temporary disability benefits if suitable light duty work is available.

The basic principles are as follows:

- The employee is temporarily not able to resume full duty, but is capable of performing some work duties.
- The employer may develop a light duty work assignment commensurate with the employee's temporary work restriction.
- If the employer is unable to offer light duty work, the employee is entitled to continued temporary disability benefits until the employee is able to resume normal duties, or is permanent and stationary, whichever is earlier.
- If the employee declines suitable light duty work, the employee is no longer entitled to temporary disability benefits.
- The City's policy and procedure for light duty is available in Appendix 1.

Article 12. Leave/Time Off

A. Holidays

1. Paid Holidays

Employees are eligible for paid holidays beginning the first date of hire. Employees who are required to work on holidays accrue holidays as cash payment. The accrual rate is 40 hours per year (1.54 hours/pay period).

2. Vacation In-Lieu of Holiday

Employees are eligible to take vacation in lieu of holidays beginning the first date of hire as they are accrued. Police classifications required to report to work on holidays accrue vacation in-lieu of holiday at an accrual rate of 56 hours per year (2.16 hours /pay period). The maximum accrual rate is 56 hours per year.

3. Holiday credits

Holiday credits shall be accrued on the following basis:

Sergeants

In Lieu Holidays	58 hours per year – 2.23 hours per pay period
Paid Holidays	41.3 hours per year – 1.59 hours per pay period

All Other members

In Lieu Holidays	56 hours per year – 2.16 per pay period
Paid Holidays	40 hours per year – 1.54 per pay period

4. Holidays for 40-Hours Workweek

Those scheduled for a 40 hour workweek receive the following paid holidays:

1. January 1 – New Year's Day
2. January (Third Monday) – Martin Luther King Jr's Day

3. February (Third Monday) – President’s Day
4. May (Last Monday) – Memorial Day
5. July 4 – Independence Day
6. September (First Monday) – Labor Day
7. October - Columbus Day
8. November 11 – Veterans Day
9. November – Thanksgiving
10. November – Friday after Thanksgiving
11. December 24 – Christmas Eve
12. December 25 – Christmas Day
13. New Year’s Eve

Holidays that fall on Saturday shall be observed on the previous Friday and holidays that fall on Sunday shall be observed on a succeeding Monday. Sequential holidays falling on a Friday/Saturday or a Sunday/Monday shall be celebrated on a Friday and Monday.

B. Vacation

During the first six (6) months of employment, new hires shall not be eligible to take vacation. Upon completion of six (6) months of continuous full-time service, vacation accrued during the previous six (6) month period may be taken. Vacation credits are earned during each anniversary year at the rate indicated below.

1. Vacation Accrual

Vacation leave with pay shall accrue on the following basis:

<u>Sergeants – Years of Service</u>	<u>Number of Vacation Days Per Year</u>
Date of Hire through year 3	3.18 hours per pay period (10 days per year)
Beginning year 4 through 10	4.78 hours per pay period (15 days per year)
Beginning year 11 through 15	6.36 hours per pay period (20 days per year)
Beginning year 16 through 20	7.32 hours per pay period (23 days per year)
Beginning year 21 and over	7.95 hours per pay period (25 days per year)
<u>All Other Members – Years of Service</u>	<u>Number of Vacation Days Per Year</u>
Date of Hire through year 3	3.08 hours per pay period (10 days per year)
Beginning year 4 through 10	4.62 hours per pay period (15 days per year)
Beginning year 11 through 15	6.15 hours per pay period (20 days per year)
Beginning year 16 through 20	7.08 hours per pay period (23 days per year)
Beginning year 21 and over	7.69 hours per pay period (25 days per year)

The maximum vacation hours that may be accrued are 2.0 times the employee's current annual rate.

2. Vacation Cash Out

Employees may cash out up to 100 hours of their vacation balance each calendar year; provided, however, that employees exercising their option to cash out must maintain a minimum balance of 80 hours of vacation (includes vacation-in-lieu) after the cash out.

FPMA and the City agree to explore legal and appropriate methods to render the vacation cash outs reportable to PERS.

Upon separation from the City, employees shall be paid for any unused vacation credit, at the rate applicable on their date of separation.

C. Personal Leave - Captains

The annual amount of personal leave is 144.86 hours (accrues at 5.57 hours per pay period). Employees are eligible to use as it is accrued, subject to the Police Chief's discretion. Employees may cash out up to 100% of their personal leave bank with advance notice to payroll.

D. Sick Leave

1. Accrual and Use

Sergeants shall receive 12 working days of sick leave with pay for each full year, accrued biweekly at a rate of 3.83 hours per pay period.

All other members shall receive 12 working days of sick leave with pay for each full year, accrued biweekly at a rate of 3.70 hours per pay period.

Employees are eligible to use sick leave as it is accrued. There shall be no limit on the amount of accumulated sick leave.

Sick leave shall be allowed and used solely for cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other necessary health reasons and may be used by the employee for attendance upon a member of his/her immediate family who is seriously ill and is requiring the care and attention of the employee. An employee intending to use sick leave for medical/dental appointments shall notify his/her immediate supervisor in advance of the appointment.

For purposes of this section, immediate family is defined as mother, father, spouse, domestic partner, son, daughter, step child, brother, sister, grandparent, grandchild, foster parent, foster child, or a child for whom the employee is a legal guardian.

2. Yearly Payoff

Except as herein provided, all employees may be paid annually on the first regular paycheck in December, 25% of the unused sick leave earned during the previous 12 month period, ending the last pay period in November.

Employees leaving City service at their own request shall be compensated for twenty-five percent (25%) of unused sick leave earned between the end of the past pay period the previous November and the date of termination.

If an employee dies while in City service, his beneficiary shall be entitled to the same.

Employees terminated or who resign in lieu of termination from City service shall not be eligible for benefits as outlined in this paragraph.

3. Payoff with Death

If an employee dies after completing five (5) full years of employment, his beneficiary shall be entitled to reimbursement for 50% of his accumulated sick leave.

4. Payoff with Duties Related to Death

If an employee dies due to a duty-related death, his beneficiary shall be entitled to reimbursement for 100% of accumulated unused sick leave.

5. Separation Payoff

The cash-out formula for Police managers who retire or terminate their employment with the City after 15 years' continuous service shall receive a cash out of 75% of their unused sick leave.

An employee is eligible for an additional incentive payment of ten percent (10%) if he or she has accrued a minimum of 8.1 days of sick leave for each year of service. In no event will the maximum cash out exceed (85%). This calculation shall not be affected by "early distribution" sick leave credits made pursuant to section 12.D.6.

Any sick leave hours not eligible for payoff will be applied to PERS service for retirement purposes.

6. Early Distribution

Notwithstanding any other provision of this section, an employee with over five hundred (500) hours of sick leave as of the first regular paycheck in December, shall receive a sick leave credit equal to the product of the hours over five hundred (500) and the pay rate then in effect, and such amount shall be contributed by the City to the Retiree Medical Expense Program established pursuant to Section 12.L. The FPMA may change the threshold number of hours of sick leave upon implementation of the program and in future years, by notifying the Human Resources Department by December 1.

At the time the employee's separation payoff is computed pursuant to section 12.D.5., the difference between one hundred percent (100%) and the computed separation payoff percent shall be multiplied by the number of the "early distribution" sick leave hours that such employee received in previous years, and the product of the resulting numbers of hours and pay rate in effect upon separation shall be subtracted from the sick leave separation payoff computed pursuant to section 12.D.5. If insufficient sick leave hours remain at separation, resulting in an overpayment of sick leave hours previously transferred, the employee's RHS account balance will be debited to reimburse the City of the overpayment.

At the time the employee's retirement payoff is computed pursuant to section 12.D.5, any early distribution hours shall be combined with the current sick leave bank balance for the calculation of available leave hours.

At the time of the employee's resignation or termination, if, as a result of the calculation pursuant to Article 11.D.5., the City has over contributed to the employee's ICMA Vantage Care account, resulting in an overpayment of sick leave, an employee with less than 15 years of continuous employment will have their RHS account debited using the average hourly rate for all hours previously transferred to reimburse the City for the over payment.

7. Pursuant to PERS Law Section 21163, employees covered by this MOU shall not be entitled to delay the effective date of their disability retirement until the expiration of their accumulated sick leave.

8. Subject to the following conditions, when an employee is injured in the line of duty and thereby permanently disabled from performing police duties, and retires with an industrial disability from PERS, the 75% of accrued unused sick leave shall be transferred to the ICMA Retirement Health Savings Program at the time of retirement regardless of City tenure.

After fifteen (15) years of continuous service, if an employee has accrued at least 8.1 days of sick leave for each year of service, the City will pay an additional ten percent (10%) of unused sick leave under paragraph 12.D.5.

a. The employee is required to have filed for industrial retirement with PERS prior to his/her separation date with the City; and,

b. The City must agree that the disability is industrial, or there must be a final legal decision that the disability is industrial; and,

c. The retirement date is in compliance with subsection 7 above.

9. Employees who do not qualify for sick leave separation payoff shall have their sick leave hours applied to PERS service for retirement purposes.

E. Bereavement Leave

The Police Chief may grant his/her employees up to a maximum of five (5) days of bereavement leave in the event of death or serious traumatic injury to the employee's immediate family. For purposes of this section, immediate family is defined as mother, step-mother, mother-in-law, father, step-father, father-in-law, spouse, domestic partner, son, daughter, step-child, brother, sister, grandparent, grandchild, foster parent, foster child, or a child for whom the employee is a legal guardian. The Director of Human Resources may grant City employees up to a total of ten (10) days of bereavement leave. The number of authorizations may be made to any employee are not limited.

For purposes of this section, a "serious traumatic injury or illness" is defined as a sudden and unexpected event which requires prompt and immediate attention from the employee without delay. It may also include attending to the need of an immediate family member who is expected to die in the immediate future. Bereavement leave shall be taken immediately in conjunction with the event or death or serious traumatic injury or illness.

Article 13. Health, Life Insurance, and Other Benefits

A. Medical and Dental Program

Full-time employees are eligible for health and dental coverage beginning the first day of the month after the date of hire.

Effective July 1, 2017 or the first full pay period following City Council adoption of the successor MOU, whichever occurs later, the City contribution to medical insurance premium for the 2017

benefit plan year will be based on 50% of the increase of premium between the 2016 and 2017 Kaiser \$35 copay plan.

Effective the first full pay period in July 1, 2018, the City contribution to the medical insurance premium for the 2018 benefit plan year will increase, if any, by 50% of the difference between the 2017 and 2018 Kaiser \$35 copay plan.

Effective the first full pay period in July 1, 2019, the City contribution to the medical insurance premium for the 2019 benefit plan year will increase, if any, by 50% of the difference between the 2018 and 2019 Kaiser \$35 copay plan.

Effective the first full pay period in July 1, 2020, the City contribution to the medical insurance premium for the 2020 benefit plan year will increase, if any, by 50% of the difference between the 2019 and 2020 Kaiser \$35 copay plan.

The City will base its increase in its contribution to the dental benefit based on 50% of the increase of premium for the Cigna Dental HMO plan each fiscal year of the MOU.

If, during the term of the Agreement, Kaiser no longer offers the medical plan described and/or the Delta Care PMI is no longer offered, the City will adjust its medical/dental plan contribution for employees to the Kaiser plan with the lowest premium at the applicable rate, and the Dental Health Maintenance Organization (DHMO) plan with the lowest premium at the applicable rate.

The City shall not automatically assume responsibility for the increase in employee medical and dental premiums after the expiration of this Agreement.

Health Insurance Opt-Out

Employees providing proof of other coverage may drop health/dental coverage and receive taxable income of \$518 per month subject to the following requirements. Employees electing dental only receive \$518 per month less the cost of the premium for the dental plan in which they have enrolled. Employees electing medical only do not receive any payments.

1. Effective the first full pay period in July 1, 2018, the City contribution to the medical insurance The employee opting-out of City health coverage must certify that the employee, and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a Federal marketplace, a State exchange, or an individual policy.
2. During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.

The City is legally required to immediately stop conditional opt-out payments if medical insurance premiums increase from one year to the next by an amount greater than allowed by applicable law.

3. The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

B. Unreimbursed Medical Expenses and Childcare Expenses

The City's cafeteria plan provides health/dental premiums. Medical and dependent care expenses are to be paid on a non-taxable basis. Allocation amounts must be determined at the beginning of the plan period. Services must be received during the plan period and any unused allocation will be lost. Coverage is extended to IRS approved medical and/or dependent care expenses.

C. Vision Care

The City will pay the premium for basic vision coverage, unless negotiated otherwise by the City's insurance broker.

The City will not contribute toward the cost of any plan other than those specifically sponsored by the City.

D. Retiree Medical

Employees may continue enrollment in City retiree health plans at their option, and at their cost, upon retirement. Employees will be allowed a one-time irrevocable election at the time of retirement to elect retiree coverage. Retirees may be enrolled in either the health or dental plans, or both. Retirement shall mean employees who retired from the City of Fairfield with a PERS retirement at the time of separation and who remain continuously retired under PERS.

Retirees are responsible for paying the full cost of the premium by the due date set by the City. If payment is not timely received, the retiree and any spouse or dependent shall be terminated from the program without right to re-enroll at a later date.

Retirees must enroll in a Medicare-supplement plan when they become eligible for Medicare, presently age 65. Failure to enroll in a Medicare-supplement plan will result in termination from the program. The Medicare premium is the responsibility of the retiree.

In the event of the death of a retired employee, the surviving spouse and dependents who are participating in the City plan at the time of death of the retired employee may continue on the City health insurance plan at his/her own cost under COBRA regulations only, subject to plan restrictions and conditions.

For all retirees, once health and dental coverage is terminated, it cannot be later reinstated.

E. Life Insurance

For basic life insurance, employees covered by this MOU will be eligible the first day of the first month after date of hire. The city will pay in full an amount equal to 1.5 times the annual salary rounded to the next \$1,000 for a Life and Accidental Death/Dismemberment insurance policy to a maximum of \$150,000.

For supplemental life insurance, employees covered by this MOU will be able to purchase coverage equal to two times their annual salary. Health questionnaires are may be required for the purchase of the supplemental life insurance.

F. Short Term Disability (STD)

The City administers the self-funded STD plan. The STD benefit schedule shall match the State Disability Insurance (SDI) benefit schedule. The benefit commences after a 7-day waiting period, or immediately if hospitalized. Coverage is for non-industrial injuries for a maximum of 180 days. An employee is eligible the first of the month after three (3) months of continuous employment. STD payments received are non-taxable, as permitted by law. The employee will pay the monthly premium, which may be adjusted annually based on an actuarial study.

G. Long Term Disability (LTD)

Employees will be eligible the first day of the first month after the date of hire. There will be a 180-day waiting period after the date of the nonindustrial injury or illness causing the disability before employees are eligible for benefits. The maximum benefit will be equal to 60% of salary, subject to the benefit maximum. The City reserves to right to change insurers at its sole discretion.

H. Employees' Deferred Savings Accounts

1. 401(a)

Employees will be eligible effective on their date of hire. Total contributions are limited to the amount specified by Federal Law. If an employee elects to enroll in the 401(a) plan, the City contribution is 4.75%, and the employee mandatory contribution is 4.75%.

Enrollment in the 401(a) plan is irrevocable.

The FPMA should notify the Human Resources Department:

- a. Upon initial meeting with the Director of Finance, and,
- b. In the future, by November 1 of each year, if it wishes to change the City's contribution for the deferred percentage allocation between plans.

2. 457

Employees will be eligible effective on their date of hire. The City's contribution to the 457 will be 1.25%; the employee contribution will be optional. Total contributions are limited to the amount specified by Federal Law. Changes in employee's deferred savings account may be authorized on a monthly basis.

However, if an employee chooses not to participate in the 401(a), the City's 4.75% contribution to a 401(a) will be added to the 457 contribution, but only if the employee contributes at least 4.75%.

The FPMA should notify the Human Resources Department:

- a. Upon an initial meeting with the Director of Finance, and
- b. In the future, by November 1 of each year, if it wishes to change the City's contribution for the deferred percentage allocation between plans.

I. Car Allowance

Lieutenants and other positions designated by the Chief of Police shall receive a \$200 per month automobile allowance unless a take-home vehicle is provided by the City.

J. Direct Deposit: Upon written request from an employee, an employee's paycheck shall be directly deposited in an approved bank, savings and loan, or credit union.

K. Financial Consulting Service

Optional enrollment; enrollment irrevocable while employed with the City; current services provided through the Association with Benefits Communication Network (BCN); employee pays \$24/year.

L. Retiree Medical Expense Program

The City provides a Retiree Medical Expense Program via ICMA VantageCare. The Retiree Medical Expense Program shall have the following attributes: tax-free treatment of health benefits, tax-deferred treatment of earnings and payments, ability to charge any health premiums and unreimbursed health costs (not just for City health plans), assets remaining after employee's death go to spouse/dependents. During the term of this agreement, the City shall contribute \$50.00 per month per employee toward this program.

Article 14. Uniform Allowance, and Safety Equipment Issuance

A. Uniform Allowance

The annual uniform allowance is \$1,250.

The uniform allowance will be paid on a prorated basis each pay period effective pay period 1 2018. The uniform allowance shall be reported to PERS as part of salary for Classic members.

Uniforms damaged in the line of duty shall be replaced or repaired in accordance with existing policy.

B. Ballistic Vests

The City will replace each ballistic vest issued to each employee at the expiration of the current certification of the vest and each time thereafter. It shall be the responsibility of each employee to notify the City at the expiration of the vest's certification. The City will replace the old vest with a new level, threat level III (A), ballistic vest. It shall be the responsibility of each employee to replace the fabric carrier if it wears out prior to the vest.

Equipment which is damaged or lost will be replaced or repaired in accordance with existing Police Department policy.

Any interest that the City acquires through the issuance or payment of maintenance allowance for safety equipment shall vest in the employee after seven (7) years of continuous service with the Department as a sworn officer.

Article 15. Tuition Reimbursement

The City will provide a tuition, fees, and books reimbursement program for educational activities which are directly job-related and approved in advance by the Chief of Police, subject to reimbursement guidelines established by the City's Director of Human Resources.

With the Chief of Police prior approval, employees shall be entitled to tuition reimbursement for undergraduate courses in pursuit of a B.A. or B.S. degree and graduate courses in pursuit of a Master's Degree.

The maximum calendar year tuition reimbursement is \$4,000.

Article 16. P.O.S.T. Reimbursement

Employees in P.O.S.T training will receive the P.O.S.T. per diem per day for meals. The per diem amount will be adjusted according to P.O.S.T. guidelines for meals.

Article 17. Retirement

A. The City's contract with the Public Employees' Retirement System (PERS) provides for the following benefits:

1. Classic Member Tier – Retirement benefits for Classic members hired prior to 1/1/13 or new hires hired after 12/31/12 who are not defined as "New Members" in Government Code Section 7522.04 include:

- 3.0% @ age 50 retirement formula (GC 21362.2)
- Single highest year compensation (GC 20042)
- Death Benefits — Basic Level (GC 21532)
- 1959 Survivor's Benefits (Level IV) (GC 21574)
- Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (GC21551)
- PERS unused sick leave credit option (GC 20965)
- Military service credit as public service (GC 21024)
- Employee Sharing Cost of Additional Benefits (GC 20516)

2. New Member Tier – New members, as defined by PERS, hired on or after January 1, 2013, shall receive the following PERS benefits.

- 2.7% @ age 57 retirement formula (GC 21362.2)
- Three year average of final compensation (GC Section 20042)
- Other benefits as defined by PEPRA 2013

B. Employee PERS Contribution

Classic Members

The employee contribution rate shall be is 11.25%.

Effective the first full pay period following City Council adoption of this MOU, each Classic employee shall pay 2.25% of the Employee contribution and 6.0% of the Employer contribution. The City shall pay 9.0% as an Employer Paid Member Contribution.

Effective the pay period including July 1, 2018, each Classic employee shall pay 2.25% of the employee contribution and 7.25% of the Employer contribution. The City shall pay 9.0% as an employer Paid Member Contribution.

Effective the pay period including July 1, 2019, each Classic employee shall pay 2.25% of the employee contribution and 8.5% of the Employer contribution. The City shall pay 9.0% as an employer Paid Member Contribution.

Effective the pay period including July 1, 2020, each Classic employee shall pay 2.25% of the employee contribution and 9.75% of the Employer contribution. The City shall pay 9.0% as an employer Paid Member Contribution.

Employer paid member contributions (EPMC) are reported to PERS as salary for PERS retirement purposes only.

New Members

The employee contribution shall be half the total normal cost of the retirement plan as defined by CalPERS.

Administration: Employee retirement contributions will be on a pre-tax basis pursuant to IRS Section 414(h)(2).

Article 18. Employee Assistance Program (EAP)

The City will provide an EAP that employees may utilize at any time.

The Chief of Police and department managers may require employees covered by the Association to attend an EAP counseling session(s) during working hours for work related matters. The purpose of the session(s) is to assist the employee in receiving advice about workplace issues.

Article 19. Internal Affairs Panel

The Internal Affairs Panel is a group of three (3) members representing the Police Department and the bargaining unit whose responsibility is to objectively examine the facts of administrative internal investigations.. The Internal Affairs Panel shall consist of two (2) managers selected by the Chief of Police and one (1) manager selected by the Association.

Whenever a complaint is filed, either externally or internally, against any member of the Association, and, after the investigation is completed, the manager of the internal affairs process will review the investigation. If it appears the complaint's disposition may be sustained or partially sustained then, at the request of the accused officer, the Internal Affairs Panel shall be convened. The panel makes appropriate, unbiased recommendations on any punitive action that may be taken against a member of the bargaining unit

The Internal Affairs Panel shall:

1. Review the facts of the investigation;

2. Attempt to reach consensus on the disposition (not sustained, sustained, partially sustained, exonerated, unfounded);
3. Recommend further action to be taken, if any, to the Chief of Police.

The findings of the panel shall be advisory in nature and written in memorandum to the Chief of Police. If consensus cannot be reached, a minority and majority opinion may be forwarded to the Chief of Police. The findings of the panel shall be reviewed by the manager of the internal affairs process who may concur or write a separate recommendation to the Chief of Police.

In any investigation where the Internal Affairs Panel has reviewed the investigation and made a recommendation of disciplinary action, the appeal of the disciplinary action will be directed to the Chief of Police who shall meet with the affected parties and render a decision within ten (10) working days. For written reprimands, there shall be no appeal of the Chiefs decision. For suspensions of one (1) or more days, the employee may choose to use the discipline procedure.

Article 20. Grievance Procedure

A. Definition of Grievance

A grievance is defined as an allegation by the Association or an individual covered by the MOU that the City has violated:

1. An express term of the MOU;
2. A written personnel rule or regulation in the City; or
3. An established City policy governing personnel practices or working conditions.

B. Purpose

It is the intent of the parties to deal with and settle grievances informally, promptly, and fairly, and at the nearest practical organizational level.

C. Process

In any instance of a grievance, the employee or employees concerned shall first make efforts to resolve such grievance informally with their immediate supervisor within 20 calendar days following the occurrence of the events on which the grievance is based.

1. First Step

If a mutually satisfactory solution of a grievance is not reached after informal discussion with the immediate supervisor, then the aggrieved party shall submit a formal written grievance to the immediate supervisor within 14 calendar days. The immediate supervisor must submit a written response within 14 calendar days.

2. Second Step

If the grievant is not satisfied with the supervisor's response, the grievant(s) may advance the grievance to the second level supervisor within 14 calendar days. The second level supervisor shall consider the matter and submit a written response within 14 calendar days after receiving the grievance.

3. Third Step

If the grievant is not satisfied with the second level supervisor's response, the grievant may advance to the Chief of Police within 14 calendar days after receiving the second level supervisor's response. The Chief of Police shall consider the matter and submit a written response within 14 calendar days after receiving the grievance.

4. Fourth Step

If the grievant is not satisfied with the Chief of Police's response, the grievant may advance the grievance to the City Manager within 14 calendar days after receiving the Chief of Police's response. The City Manager or designee shall consider the matter, and may hold a hearing at his/her discretion and submit a written response within 14 calendar days after receiving the grievance. The decision of the City Manager shall be final.

D. General Provisions

1. Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances, a single "class grievance" may be filed by employees who are within a single department. The City also reserves the right to consolidate responses to such grievances.

2. Requirements for Written Grievances

Grievances must contain the following information in order to be considered:

- a. The grievant's name, signature, and classification;
- b. A list of those specific policies or MOU provisions alleged to have been violated;
- c. A statement of the facts and circumstances supporting the grievances;
- d. A description of all relief requested; and
- e. The address where the grievant wishes the grievance to be postmarked.

3. Receipt of Grievance

A grievance shall be considered "received" within five (5) days of being postmarked to the address specified by the grievant.

4. Time Limitations

If a grievant fails to advance the grievance to the next step, as specified by this procedure, the grievance shall be considered withdrawn. If the City fails to respond within the time specified within this procedure, the grievance shall be considered advanced to the next step.

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived or modified upon the written consent of all parties involved.

5. Scheduling

During the determination of a grievance herein, there shall be no interruption of scheduled work relating to the grievance. Whenever reasonably feasible, grievances shall be handled during the regularly scheduled working day hours of the parties involved, and at a mutually convenient time for all affected parties.

6. Advances

With the written consent of the City, grievances may be submitted directly at Step 3 or 4 of the grievance procedure.

Article 21. Discipline Procedure

For employees exempt from FLSA overtime regulations, the City will follow Department of Labor regulations pertaining to disciplinary deductions. As used in this section, working day shall refer to the working day of the party involved (supervisor, division commander, Chief of Police, City Manager and/or their designees), depending upon whose response of action is pending.

A. Written Reprimand

For written reprimands, steps 1-6 shall be followed:

1. The immediate supervisor may meet with an employee to discuss proposed discipline action after notifying the employee in writing that such a meeting is being held for the purpose of ascertaining whether disciplinary action is appropriate.
2. After any meeting or meetings held under paragraph A.1, the supervisor shall notify the employee of the proposed discipline action by written notice containing the following information:
 - a. A description of the action taken and its effective dates.
 - b. A clear and concise statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based.
 - c. A statement advising the employee of the right to respond, either verbally or in writing, to the authority proposing the action prior to its effective date.
 - d. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request.
 - e. A statement advising the employee of the method and right to appeal and the time within which the appeal must be made.
3. If the employee disagrees with the proposed disciplinary action, he or she shall within 14 calendar days of the written notice request a meeting with the supervisor recommending discipline to attempt to resolve the issue.
4. The supervisor shall confirm the results of the meeting in a memorandum to the employee.
5. If a satisfactory solution has not been reached under paragraph 3) within 14 calendar days, the employee may submit the matter to the employee's division commander for discussion.
6. If, after thorough discussion, the division commander has not been able to satisfactorily resolve the issue within 14 calendar days it shall be referred to the Chief of Police. The division commander shall prepare a written memorandum setting forth the recommended disciplinary action. The Chief of Police shall meet with the affected parties and render his/her final decision within ten (10) working days.

B. Suspensions, Demotions, and Terminations

For suspensions of one (1) or more days, demotions, or terminations, steps 1-6 under paragraph A shall be followed. However, an employee may be placed on administrative leave with pay when exigent circumstances exist that requires immediate removal from duty.

In addition to steps 1-6 under paragraph A, the additional steps below shall be followed for suspensions of one (1) or more days, demotions, or terminations:

1. An employee who has been suspended for one (1) or more days, demoted, or terminated, may appeal the decision of the Chief of Police concerning the action, within 14 calendar days of receiving the Chief's decision. The City Manager shall appoint a hearing officer who shall conduct an administrative hearing. The City Manager or designee, shall consult with the employee's representative prior to making the appointment. The hearing officer shall be a neutral party from outside the organization.
2. The fees and expenses of the hearing officer and court reporter shall be shared equally among the parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
3. A party requesting a transcript to the hearing shall bear the cost thereof. The hearing officer shall make a recommendation to the City Manager to sustain, modify, or reverse the disciplinary decision. A copy of the recommendation will be given to the employee.

The City Manager will issue a final decision with 14 calendar days of receiving the recommendation, and may, but is not required to, accept the hearing officer's recommendation.

4. This procedure does not constitute a waiver of the employee's rights to request a review of the City's decision in a court of law pursuant to Code of Civil Procedures Section 1094.5.

Article 22. Layoff Procedure

A. Statement of Intent

Whenever, in the judgment of the City Council, due to lack of funds or lack of work, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted. Such layoffs shall not be considered disciplinary actions for appeal purposes.

B. Notification

Employee to be laid off or demoted shall be given, whenever possible, at least thirty (30) calendar days' prior notice. The City may choose to give the employee who shall be laid off up to thirty (30) days' severance pay in lieu of the thirty (30) days' written notice.

C. Vacancy and Demotion

Except as otherwise provided, whenever there is a reduction in the work force, the appointing authority shall first demote to a vacancy, if any, in a lower class for which the employee is qualified. All persons so demoted shall have their names placed on the re-employment list.

When the Director of Human Resources believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, skills and fitness for the work, the Director of Human Resources may prepare a written request to the City Manager to grant an exception to the order of layoff after consultation with representative of the recognized employee association.

An employee affected by the layoff shall have retreat rights to displace an employee in the same department who has less seniority in a lower class, in the same class series, or in a lower classification in which the affected employee once had a permanent status. For the purpose of this section, seniority includes all periods of full-time service at or above the classification level where the layoff is to occur. Employees who are bumped back in rank within the bargaining unit will maintain the time worked in the higher rank for purposes of seniority in the new lower rank.

D. Seniority

In order to retreat to a lower class, an employee must request displacement action in writing to the Human Resources Department within five (5) working days of receipt of the notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class.

E. Employment Status

In each of the positions, employees shall be laid off according to employment status in the following order:

- a. Temporary,
- b. Provisional,
- c. Probationary, and
- d. Permanent

Temporary, provisional, and probationary employees shall be laid off according to the needs of the service as determined by the appointing authority.

In cases where there are two or more permanent employees in the class from which the layoff is to be made, such employees in the class from which the layoff is to be made, shall be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least thirty (30) calendar days prior to layoff, as follows:

First, all employees with performance evaluations of unsatisfactory or improvement needed;
Second, all employees with performance evaluations of competent or meets job standards, or above;

Employees within each category shall be laid off in inverse order of seniority in City service.

F. Re-employment List

The list of persons laid off or demoted in accordance with these rules shall be entered upon a re-employment list. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class position before certification is made from the eligible list.

G. Duration of Re-employment List

Names of persons laid off shall be carried on a reemployment list for two (2) years, except that persons appointed to permanent position of the same level as that which laid off, shall, upon such

appointments, be dropped from the list. Persons who refuse re-employment shall be dropped from the list. Persons reemployed in a lower class shall be continued on the list for higher positions for two (2) years. All persons re-employed after one (1) year shall be required to serve a new probationary period.

Article 23. No Strike

The Association, on its own behalf and on behalf of the unit employees it represents, agrees that during the term of this MOU, and throughout all periods when there is any effort or procedure underway to arrive at a successor Agreement, and during any period when the law prohibits strike activity, there will be no strike, work stoppage, concerted unauthorized absences, slow-down, or refusal to cross picket lines of any sort, and that the Association will not directly or indirectly encourage or condone such actions by unit employees.

Any bargaining unit member violating this provision shall be subject to disciplinary action, up to and including termination of employment.

This provision may be specifically enforced in any court of competent jurisdiction.

Article 24. Residency Requirement

Every sworn officer shall maintain a residence within 60 minutes from the City of Fairfield Civic Center.

Article 25. Drug and Alcohol Testing

The parties will follow the City of Fairfield Reasonable Suspicion Drug and Alcohol Testing Policy and Procedure as specified for the FPMA and City of Fairfield Administrative Policy, Chapter 200, Section 41 Drug and Alcohol Testing for City Employees. As a part of the City's commitment to the health and safety of employees, the City provides a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of drugs and/or alcohol is prohibited in the work place and that violation of this provisions would subject the employee to disciplinary action. The City has a zero tolerance standard for employees being under the influence of or in possession of alcohol and/or drugs while at work.

Article 26. Special Assignments

The City will provide a competitive process for selection to special assignments. However, the Chief maintains the right to select, appoint, or remove the candidate.

Article 27. Severability and Integration

Except as specifically provided herein, if any article or provision of this MOU, or any portion thereof, is in conflict or inconsistent with applicable laws, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such article or provisions, or portion thereof, shall be suspended and superseded by such applicable law and the remainder of such article, provision, or portion thereof, of the MOU shall not be affected thereby.

Article 28. Continuation of Labor and Management Meetings

During the term of the Agreement, the Association and the City agree that the Parties will continue to meet to negotiate language revisions for the MOU for the purpose of intent clarity. No changes will be made without mutual agreement.

**SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING
REACHED BETWEEN
THE REPRESENTATIVES OF THE CITY AND
THE FAIRFIELD POLICE MANAGERS' ASSOCIATION**

City of Fairfield:

10-17-17

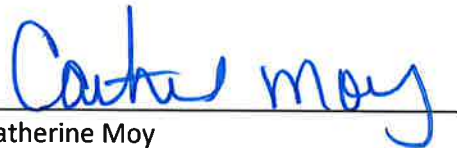
Harry T. Price
Mayor

Harry T. Price
Date


Chuck Timm
Vice-Mayor


Rick Vaccaro
Councilmember


Pam Bertani
Councilmember


Catherine Moy
Councilmember

Fairfield Police Managers' Association:

Jerry Camous
Labor Relations Representative

10/12/17
Date


Dan Marshall
FPMA President

Appendix 1.

Light Duty Policy and Procedure

It is the City's policy to temporarily provide light or modified duty work assignment to all injured employees until they can return to full work status. However, the City is under no obligation to provide light or modified duty if there is none available.

A physician may return an injured employee to duty with work restrictions prior to releasing the employee to his/her regular full work duties. It is important that the treating physician understand the physical job demands of the injured worker in order to prescribe the proper work restrictions. The City must communicate to the treating physician the essential functions of the job classification so that necessary work restrictions may be determined. Risk Management consults with the physicians to provide this information on an as needed basis.

A "light duty" assignment is made when an employee's work restriction (s) can be temporarily accommodated within his/her normal duties. A "modified duty" assignment is made when an employee's work restriction(s) is considered to be permanent and their position duties are accommodated to allow for the work restriction.

Under this policy, Supervisors have the added responsibility to ensure that any and all work restrictions specified by the treating physician are rigidly adhered to and enforced during the period of light or modified duty assignment, and employees are required to adhere to the work restrictions. Additionally, employees are responsible for self-monitoring to ensure they are adhering to the restrictions identified by their treating physician.

While on light or modified duty, employees will receive their regular base rate of pay in most circumstances.

Light and/or modified duty assignments shall be considered flexible and adaptable to meeting the particular needs of both the disabled employee and the department. This may include assignments of less than eight (8) hours a day, frequent breaks, the use of modified work stations, and so forth. Each situation will be evaluated on an as-needed basis. The assignment of a light or modified duty position shall not be considered a permanent job placement.

If an employee is released by his or her treating physician to light or modified duty, Risk Management follows up with the department to determine whether the employee can be returned to work in a light duty mode. If the department or the City does not have a light or modified duty assignment for the employee, the employee receives temporary disability payments for industrial injury or illness, and may be eligible for short term disability benefits for non-industrial injury. The City may assign employees to light duty work in other departments or divisions provided that the work duties are appropriate for the skills of the employee and the work restrictions.