



MEMORANDUM OF UNDERSTANDING
CORONADO POLICY OFFICERS' ASSOCIATION
&
THE CITY OF CORONADO

FISCAL YEARS 2022-2025

MEMORANDUM OF UNDERSTANDING
CORONADO POLICE OFFICERS' ASSOCIATION

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ARTICLE 1

PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Authorized Management Representatives (hereinafter referred to as ‘Employer’) of the City of Coronado (hereinafter referred to as the “City”), and the Coronado Police Officers’ Association (hereinafter referred to as “CPOA” or the “Association”).

ARTICLE 2

RECOGNITION

The CORONADO POLICE OFFICERS' ASSOCIATION is hereby recognized as the representative for employees of the Police Department of the City of Coronado employed in the following classifications:

Evidence and Property Technician
Police Dispatcher
Police Dispatcher Supervisor
Police Services Officer (PSO) I/II
Police Officer
Police Sergeant
Police Corporal

It is understood that provisions of this MOU do not apply to temporary personnel.

ARTICLE 3

IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties hereto to the City Council, and this MOU shall be of no force or effect until ratified and approved as appropriate by the City Council and ratified by the CPOA. Subsequent to the ratification of this MOU by the City Council, the City Council shall amend all ordinances, rules, policies and procedures necessary to conform the said ordinances, rules, policies and procedures to the terms of this MOU. Should there be any conflicts between the terms of this MOU and the ordinances, rules, policies and procedures for the City, this MOU shall be controlling.

ARTICLE 4

TERMS OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be effective beginning July 1, 2022 or the first full pay period following ratification by both the City and the CPOA, whichever is later and continue through June 30, 2025. The parties have agreed to the concept of having the financial terms of Memoranda of Understanding run concurrently with City pay periods.

For purposes of this MOU, the word "year" shall mean "fiscal year" unless specifically stated as "calendar year."

ARTICLE 5

SEVERABILITY

If any section, sub-section, subdivision, sentence, clause or phrase of this MOU is, for any reason, held by a court of competent jurisdiction to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of the MOU. The City and Association shall initiate meet and confer within thirty (30) days to rewrite said section.

ARTICLE 6

CITY RIGHTS CLAUSE

1. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of the MOUs or by law to manage the City, as such rights existed prior to the execution of the MOU. The sole and exclusive rights of Management, as they are not abridged by the Agreements or by law, shall include but not be limited to the following rights:
 - (a) To manage the City generally and to determine the issues of policy.
 - (b) To determine the existence or non-existence of facts which are the basis of the Management decision.
 - (c) To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
 - (d) To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
 - (e) Methods of financing.
 - (f) Types of equipment or technology to be used.
 - (g) To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
 - (h) To determine and change the number of locations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation for the City.
 - (i) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
 - (j) To relieve employees from duties for lack of work or other legal non-disciplinary reasons.
 - (k) To establish and modify productivity and performance programs and standards.
 - (l) To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City disciplinary procedures.
 - (m) To determine job classifications and to reclassify employees.
 - (n) To hire transfer, promote, and demote employees for legal non-disciplinary reasons in accordance with the MOUs.

- (o) To determine policies, procedures, and standards for selection, training, and promotion of employees.
 - (p) To establish employee performance standards including but not limited to quality and quantity standards; and to require compliance therewith.
 - (q) To maintain order and efficiency in its facilities and operations.
 - (r) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU.
 - (s) To take any and all necessary actions to carry out the mission of the City in emergencies.
2. Nothing in Section 1 is intended to abrogate or to conflict with the Civil Service Rules as approved by the Civil Service Commission and adopted by the City Council.

ARTICLE 7

NONDISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate against persons on the basis of race, religion, national origin, sexual orientation, gender, gender identity and expression, marital status, age, disability, pregnancy, medical condition, or covered veteran status or Association membership or lawful Association activity. It is further agreed that no employee will be discriminated against because of exercising their rights specified in the Employer-Employee Relations Policies of the City, rights specified in this MOU and rights granted by the laws of the State of California or the Constitutions of the State of California or the United States.

ARTICLE 8
WORK WEEK/WORK DAY

1. At the discretion of the Chief of Police, any of the represented classifications may be allowed to work the alternate work schedules listed below:
 - (a) **Traditional**: Five (5) eight (8) hour shifts during a seven day period, including two (2) fifteen-minute paid rest periods and one half-hour paid meal break per shift.;
 - (b) **Nine/Eighty**: Eight (8) nine (9) hour days and one (1) eight (8) hour day during a fourteen (14) day period with the work week ending at noon on the eight hour day, including two (2) fifteen-minute paid rest periods and one half-hour paid meal break per shift.;
 - (c) **Four/Ten**: Four (4) ten (10) hour shifts during a seven day period, including two (2) fifteen-minute paid rest periods and one half-hour paid meal break per shift.;
 - (d) **Three/Twelve**: Eighty (80) hours during each two week pay period with six (6) twelve and one-quarter (12.25) hour days and one (1) six and one-half (6.5) hour day during the pay period and including two (2) fifteen-minute paid rest periods and one half-hour paid meal break per shift.; or
 - (e) **Twenty Eight Day (Sworn only)**: For sworn employees only, one hundred and sixty (160) hours in a 28 day work schedule with twelve (12), twelve and one-half hour (12.5) hour days and one (1) ten (10) hour day during the pay period (commonly referred to as a "3/12" work schedule), including two (2) fifteen-minute paid rest periods and one half-hour paid meal break per shift.
2. All sworn employees shall receive a paid "roll call" period.
3. The work schedules described above are in no way intended to set forth the "work period" as defined under the Fair Labor Standards Act.
4. Once assigned to a work schedule, employees may be reassigned to the original or alternate work schedule with 60 days' notice, except in the case of an emergency. In the case of an emergency, the Chief shall provide as much notice as is reasonably possible of the work schedule change.
5. For purposes of this MOU, employees receiving paid rest and meal breaks shall have the right to uninterrupted rest and meal breaks except in the following circumstances.
 - (a) Employees engaged in meal or rest breaks shall take appropriate action when made aware of any actual crime in progress or incident which, unless appropriate action is taken, would jeopardize the health or safety of any member of the public.
 - (b) Employees engaged in meal or rest breaks may also be required to interrupt such

breaks to respond to any incident (such as medical aid or accident calls) where health or safety may be in jeopardy.

- (c) Normally employees on said breaks will not be called upon to respond if other unit(s)/personnel are available. However, even if other unit(s)/personnel are available they may be called upon to respond on "back up" or "cover" units if, in the opinion of the Department, such a response is necessary to employee safety.
6. Based upon the requirements of items 5(a) through (c) above, it will be necessary for employees on breaks/meals to confine such breaks/meals to the geographical areas defined in current Department procedures and remain available by radio or telephone.
 7. For the purposes of compliance with the Fair Labor Standards Act (FLSA), a "7K exemption" is declared and a work period of fourteen (14) days is established for sworn personnel. Non-sworn personnel are on a seven day work period schedule.

ARTICLE 9

OVERTIME

Overtime shall be paid at the rate of 1.5 times the normal rate for all hours worked in a single day in excess of the normally scheduled work day described in Article 8 above.

The smallest unit of time credited as overtime shall be one-quarter (1/4) of an hour. Overtime worked that is less than one-quarter (1/4) of an hour shall be credited as one-quarter (1/4) of an hour. All overtime worked shall be rounded upward to the nearest one-quarter (1/4) of an hour. The overtime credit must be for work definitely ordered or approved by the appointing authority or his/her designated representative.

All employees in classifications represented by the Coronado Police Officers' Association shall be compensated for all overtime required to be performed in excess of the established work period at the rate of time and one-half.

Overtime shall be paid based on the "regular rate" to the extent required by the FLSA which includes investigative pay, assigned translator pay (AT), education pay, Traffic Sergeant/Corporal pay, Senior Officer pay and Motor Officers receiving specialty pay.

All overtime shall be payable in cash or compensatory time, except as limited by the FLSA. Employees will be allowed to accumulate no more than one hundred and forty (140) hours of compensatory time. Accrued Compensatory Time shall be paid to an employee once per year on the second paycheck in the month of December and at separation. If assigned overtime worked is associated with a grant or task force the overtime shall be paid in cash only.

The final determination regarding whether an employee earns compensatory time or pay will be retained by the City. Consideration will be given to employee preference, accumulated compensatory time balance, and availability of overtime funds. Use of compensatory time will be in accordance with department service needs, rules for scheduling, and FLSA.

Commercial Activity/Special Events

Police personnel assigned to duty during a commercial activity special event wherein a condition of the event permit is that the City be reimbursed for the cost of police services, will be compensated at double time (2 times regular rate of pay) for the overtime worked on the event. Commercial activity special event shall mean all events not sponsored by either the City or a bonafide nonprofit organization, as defined by IRS Code Section 501c (3). Commercial activity/special event shall mean all events not sponsored by either the City or a bona fide nonprofit organization, as defined by IRS Code Section 501c (3).

Call Back Overtime and Off-Duty Court Appearance

The appointing authority may order an employee to perform overtime work at the beginning or following completion of a regular shift. Call-back overtime is defined as any overtime separated by at least 1/2 hour from any other time actually worked. All employees who are

so ordered to perform overtime work and who have been called back to duty after the completion of a regular work shift shall be paid at one and one-half times the regular hourly rate for a minimum of three (3) hours, provided that there does not exist a state of emergency proclaimed by the City Council or the Mayor. The three hour minimum will not apply where overtime is performed as an extension either at the beginning or at the end of a regular work shift or as Telephone Stand-by as described in the section below:

Court “Dead Time” Pay

Employees will be paid at one and one-half times the hourly rate for a minimum of four (4) hours when required to appear in person, at court, in the morning immediately following a night shift.

Telephone Stand-By

An employee who is scheduled by the court or the Department of Motor Vehicles (DMV) for telephone stand-by will be paid for actual hours worked with a one (1) hour minimum. The starting time for computing telephone stand-by pay will be the time scheduled by the court or the DMV.

Meeting Overtime

Members shall be paid a minimum of 2 hours of overtime for pre-planned meetings. A pre-planned meeting is an event where a member is provided notice requiring their attendance to attend a work meeting such as a Cadet, Leadership Team, Range Staff, FTO meeting or other work-related meetings.

ARTICLE 10

HOLIDAYS

The City observes the following days as paid holidays:

<u>Recognized Holiday</u>	<u>When Observed</u>
New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving	Friday Following Thanksgiving
Christmas	Day December 25

Floating Holiday

All represented personnel will be provided three "floating" holidays, not to exceed nine (9) hours each, one of which is in recognition of Cesar Chavez Holiday and one of which is in recognition of Juneteenth. The floating holidays will be credited on the first pay period of each fiscal year and may be used by each employee at his or her discretion subject to the following conditions:

1. To be used within the fiscal year in which it is earned (not cumulative); and
2. To not interfere with normal department or City operations; and
3. Date to be approved by the employee's supervisor in advance.

Employees whose scheduled work day falls on a holiday who wish to take the holiday off or who wish to attend religious services must request the time off in advance (employees may use holiday leave, annual leave, compensatory leave, or floating holiday), in compliance with Department leave request procedures. Employees will not be required to take the day off on a holiday.

Holiday Pay

1. An employee who is regularly scheduled to work on a recognized holiday or a City-observed holiday, but not both, and performs work, shall be paid a holiday premium of an additional $\frac{1}{2}$ their regular rate of pay for all hours worked on the holiday. In

addition, the employee shall receive floating holiday hours added to their leave bank for the number of hours they were regularly scheduled to work, not including scheduled overtime hours. Floating holiday hours must be used by the end of the fiscal year in which they were earned.

2. If an employee who does not work a recognized holiday or a City-observed holiday, but not both, shall receive holiday time-off compensation for the number of hours comparable to their regular schedule.
3. Employees that work overtime or are called back on the above holiday(s) shall be paid at a rate of two times their regular rate of pay for call-back pay or overtime worked on these days.

ARTICLE 11
CAFETERIA AND OTHER BENEFITS

For plan years 2022, 2023, 2024 , the City will provide plan benefits to the CPOA membership which are equal to those provided to Self-Represented Employees.

The City shall make available the CalPERS Health Plan from which eligible employees may select health insurance coverage. Any insurance coverage selected which cost more than the Annual Benefit Allotment provided by the City will be paid for by the employee. At the discretion of the employee, payment shall be accomplished either through deductions withheld from the bi-weekly paycheck or as a lump-sum deduction from gross salary prior to tax withholding.

The City will provide short term disability and long term disability policies for non-sworn employees (Police Dispatcher, Police Dispatch Supervisor, Police Services Officer I/II, and Property and Evidence Technician) with an option for individuals to purchase enhanced long term disability insurance through the Cafeteria Plan (subject to approval from the insurance carrier).

The Cafeteria Plan offers reimbursement for certain expenses as explained in the annual Open Enrollment and Cafeteria Benefit Plan memorandum from the Director of Administrative Services. Only the remaining balance of the Annual Benefit Allotment will be available for reimbursement of IRS eligible healthcare expenses.

In anticipation of changes brought about by the Affordable Care Act and particularly by the anticipated Cadillac Tax expected in 2018, the City is evaluating alternative methods for delivering health benefits to its employees. Nothing herein shall prevent the City and the CPOA from mutually agreeing to the provision for different health insurance benefits to employees covered by this MOU, during the term of this MOU, so long as the benefit levels remain approximately equal.

ARTICLE 12

EDUCATIONAL INCENTIVES

All employees covered by this MOU shall be allowed to receive Tuition Reimbursement as set forth in Administrative Procedure #131. Employees represented by the Association shall be eligible for reimbursement of up to a maximum of \$2,000 per year. Expenses approved in excess of Two Thousand Dollars (\$2,000) will roll forward to be paid in the following fiscal years, so long as the employee remains employed with the City. Both regular college courses leading to a degree and non-graded classes or short-term seminars that benefit the employee in performance of City work are eligible for reimbursement per Administrative Procedure #131. Additionally, employees are able to utilize this benefit for repayment of student loans. Reimbursement may be requested for any eligible unreimbursed expenses incurred on or after July 1st of current fiscal year.

It is understood that the aggregate amount of tuition reimbursement is subject to departmental budget limitations.

The following P.O.S.T. Certificate incentive pay amounts, effective July 1, 2021, shall be available to Police Sergeants, Police Corporals, and Police Officers who have attained the necessary P.O.S.T. certification in one of the following categories:

1. Intermediate P.O.S.T. Certificate Incentive Pay: This incentive pay amount is set at 5% of base pay per pay period.
2. Advanced P.O.S.T. Certificate Incentive Pay: This incentive pay amount is set at an additional 5% of base pay per pay period.

Effective July 1, 2021, P.O.S.T. Certificate incentive pay shall be available to employees classified as Dispatcher Supervisor and Dispatcher who have attained the necessary P.O.S.T. dispatching certification in one of the following categories:

1. Intermediate P.O.S.T. Certificate Incentive Pay: This incentive pay amount is set at 5% of base pay per pay period.
2. Advanced P.O.S.T. Certificate Incentive Pay: This incentive pay amount is set at an additional 5% per pay period.

For purposes of this provision, P.O.S.T. courses shall qualify for continuing education units.

All eligible employees are responsible for seeking P.O.S.T. Certificates in a timely manner and to ensure follow-up for application to P.O.S.T. Payment of incentive will commence on the second full pay period following the department's receipt of proof of award of certificate.

Employees in the classifications of Police Services Officer I and Police Services Officer II who complete the degree requirements from an accredited secondary institution shall receive an educational degree incentive as follows:

- \$80 per month for an Associate's degree.

Exhibit A

- \$160 per month for a Bachelor of Arts or Bachelor of Science degree.
- Educational degree incentives are not cumulative.

ARTICLE 13

UNIFORM, CLOTHING AND SAFETY EQUIPMENT

For newly-hired, sworn employees, uniform allowance will be "paid" as a credit at one or more area uniform stores for use to acquire uniform items specified in Department Uniform requirements except safety items provided by the Department (e.g. weapon, baton, raincoat, etc.). Effective July 1, 2007, the dollar amount of credit available to newly-hired, sworn employees for uniform purposes will be one-thousand, two hundred dollars (\$1,200).

All current, sworn employees will receive one-thousand, two hundred and fifty dollars (\$1,250) as an annual cash payment during the second pay period in August.

Police Services Officers (PSOs) will receive one-thousand, one hundred Dollars (\$1,100) as an annual cash payment during the second pay period in August. Newly hired PSOs and the ASO will receive one thousand dollars (\$1,000) uniform and safety allowance as a store credit prior to the beginning of the first day of employment to pay for the initial purchase of uniforms.

Following City Council approval of this MOU, employees will receive a one-time, lump sum payment of four-hundred dollars (\$400.00), less applicable taxes and withholdings, for their 2022 uniform allowance payment.

If a new employee terminates his or her position or is terminated by the City prior to the completion of probation, all uniforms, clothing and safety equipment acquired through the Uniform Store Credit program shall become the property of the City. Included in the equipment returned to the City shall be any city owned firearm and safety equipment.

The department will provide one pair of gloves and two pairs of glasses (one clear, one dark) to motorcycle officers as part of the motorcycle duty uniform. The department will provide motorcycle uniforms for motorcycle officers and replace, as necessary, subject to inspection and decision by the department management. Replacement of uniform items shall be subject to reasonable cost limitations.

The City will supply the Evidence Technician with a clean lab coat and/or overalls. Dispatchers will be required to follow appropriate business dress code standard developed by police administration.

ARTICLE 14

SPECIAL ASSIGNMENTS AND SPECIAL ASSIGNMENTS PAY

1. Police Dispatchers and Police Services Officers assigned to the duties of Field Training Officer shall receive specialty pay at the rate of five percent (5%) above their regular rate of pay while assigned one or more trainees.
2. Motorcycle Duty Assignments:
 - (a) Police Officers assigned to motorcycle duty may elect to take their assigned motorcycles home and receive a five percent (5%) specialty pay.

Those who elect to take their motorcycle home, shall receive three (3) hours within each full pay period worked, in recognition of care and maintenance time given the equipment on a routine basis. This credit can be implemented by release from work hours three (3) hours early on one day within the pay period or distributed within the pay period at the discretion of the unit supervisor.

The parties have discussed and agreed that the three (3) hours of on-duty time credit per pay period allowed approximates the actual time spent by officers, who take the equipment home, on routine care and maintenance. As described below, primary care and maintenance practices on site during work hours will be determined by the Chief of Police in consultation with the advisory group.

- (b) Currently assigned motor officers who desire to take assigned motorcycle home will sign a statement to the Police Chief confirming that such take home use is for the personal benefit and convenience of the Officer. Take home motorcycles will only be allowed to be stored within the County of San Diego.

Motorcycle officer appointments will receive specialty pay at the rate of 5% above the officer's base pay while assigned to work as a motorcycle officer as a regular assignment. Motorcycle specialty pay will be reported to CalPERS as specialty pay.

Motorcycles shall not be used for non-work-related activities.

3. Police Officers, Police Corporals, and Police Sergeants shall receive five percent (5%) above their regular pay while assigned to work as an investigator as a regular assignment. Investigator specialty pay, will be reported to CalPERS as specialty pay.
4. The City shall designate qualified Police personnel as "Assigned Translators" (AT). An employee so designated shall receive a premium of fifty cents (\$.50) per hour worked. Any employee designated by the department as an AT after the effective date of this MOU must pass a proficiency test approved by the department. The department will create a procedure within 90 days of the execution of this MOU. The department will determine the need for the foreign or sign language. The criteria for AT assignment shall be determined by the Police Chief.

5. The Police Sergeants designated as "Traffic Sergeant" and the Police Corporals designated as "Traffic Corporal" shall receive five percent (5%) above their base pay while assigned this duty as a regular assignment.
6. Police Officers, Police Corporals, and Police Sergeants shall not receive special assignment premium pay while working a light duty assignment.
7. All specialty pay provisions are only for the duration of the specialty assignment to which they apply. It is understood that such specialty pay will terminate upon rotation out of the specialty assignment and that termination of specialty pay or assignment is not punitive.
8. On-call Detectives shall be assigned a vehicle to take home while on-call. Vehicles shall not be used for non-work related activities.
9. Police Officers, Police Corporals, Police Sergeants and Dispatchers shall receive twenty-five dollars (\$25.00) a day when assigned to standby duty. Employees designated for standby duty must remain fit for duty and are subject to callback on evenings, weekends, and holidays and expected to report to work within an hour of the callback order.
10. Standby duty will be required in the Investigations and Traffic Units seven days a week unless determined unnecessary by the Chief of Police. If standby duty is required in the Investigations and/or Traffic Units, staff will rotate the standby responsibilities within the units as part of their duties. Standby duty pay can be paid to additional staff outside these units should the Police Chief determine the assignment is necessary.
11. **Limited Reopener**
Upon the City's request, CPOA agrees to reconvene during the term of this MOU to meet and confer in good faith regarding revisions to this Article 16.

ARTICLE 15

OUT-OF-CLASS PAY

Out-of-class assignments are defined as temporary assignments to a “higher level classification”. A “higher level classification” is a classification with a higher salary range.

Employees who are assigned to work out-of-class for a period of less than a full two week pay period shall be compensated at their regular rate of pay plus a premium equivalent to 5% of the top step for their normal classification for each hour worked in the out-of-class assignment.

Employees who work in an out-of-class assignment for a full two week pay period or more shall be compensated at a rate of 5% above their current pay step.

After each new MOU the hourly rate of compensation for working out-of-class will be reviewed and any necessary adjustments due to pay increases shall be made.

A member who is assigned to work as an Acting Lieutenant for two weeks or more (not to exceed six months) will earn top step Lieutenant pay. While assigned as an Acting Lieutenant, the member will not be eligible to receive overtime pay. The member will be considered FLSA exempt and will cease to earn specialty pays except for Assigned Translator Pay.

ARTICLE 16

ANNUAL LEAVE

It is agreed that leave shall be earned under a program which replaced annual vacation and sick leave in July, 1995. An employee with a sick leave balance accrued at that time will be able to use that accrual for eligible absences. The provisions of annual leave are set out in Rule VI, Section 15, of the Civil Service Rules.

The accrual rate for annual leave shall be:

Equivalent Years of Service	Equivalent Biweekly Accrual	Hours Per Year
Hire to 5	5.54	144
6-10	7.38	192
11-19	8.31	216
20+	8.92	232

An employee may be allowed to accumulate a maximum of 480 hours of annual leave. No employee shall suffer a loss of annual leave or have their annual leave accumulation capped without having been provided a reasonable opportunity to take annual leave in order to reduce the accumulation.

Employees may request annual leave for times convenient to the employee but shall only be granted if the needs of the Department allow the employee to be off during the requested time.

1. Notification for Usage of Annual Leave for Sick Leave Purposes:

Leave may only be used in quarter hour increments. No paid leave shall be granted in excess of the employee's sick leave and/or annual leave credit. An employee may be granted sick leave with pay only for illness, injury or exposure to contagious disease which incapacitates them for work. Employees represented by CPOA, who are assigned to the day shift, may use a maximum of two (2) hours of sick leave per appointment for routine medical and dental care. Any time used in excess of two (2) hours shall be taken in annual leave, compensatory time or leave without pay.

In order to receive compensation while on sick leave, the employee shall notify their immediate supervisor or the Police Chief, or in the event of the unavailability of either, the senior representative available, prior to or not later than the beginning of the employee's work shift. An employee in the public safety activities shall notify as above at least two (2) hours prior to the time set for the beginning of their daily duties. The Police Chief may waive the above requirement if in their opinion an emergency or other exceptional circumstance so warrants.

When absence is for more than three (3) consecutive work shifts, the employee shall be required to furnish a physician's statement indicating the nature and the duration of incapacity in order to be eligible for sick leave benefits. The Director of Administrative Services or the Police Chief may require a physician's statement to be completed on a form provided by the City at any time if an employee is suspected of abusing sick leave privileges. Sick leave with pay shall be authorized by the Police Chief subject to verification of the employee's eligibility by the Director of Administrative Services.

Any sick leave certificate shall be completed and signed by a doctor licensed to practice in California. In the event an employee becomes ill or injured out of state and a sick leave certificate is required, the doctor must be licensed in the state/county in which the accident/illness occurred.

The City may require a "second opinion" from a doctor selected by the employee from a panel supplied by the City. This second opinion would be at the City's expense and requested only upon reasonable justification by the Chief of Police.

2. Eligibility for use of Remaining Sick Leave Balances

All eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service; provided that if such separation is by layoff: their accumulated eligibility may be restored to them in whole or in part by the Civil Service Commission upon re-employment.

An employee who becomes incapacitated for work due to their illness or injury for more than three (3) consecutive calendar days while on paid annual leave for vacation purposes may substitute their sick leave credits for annual leave provided their request for sick leave substitution is accompanied by a doctor's statement or other evidence satisfactory to the Director of Administrative Services verifying the incapacity.

3. Sick Leave Conversion

After an employee has accumulated seventy-five percent (75%) of the maximum amount of sick leave allowed, they may elect to trade in three (3) days of sick leave for one (1) day of vacation only for that portion of their sick leave balance that is in excess of the 75% of the maximum allowed accrual.

4. Holidays During Annual Leave Usage

Except in the case of terminal annual leave, paid holidays immediately preceding, immediately following or wholly within the leave period shall not be regarded as part of annual leave.

5. Annual Leave Conversion

An employee may convert up to forty (40) hours of accumulated annual leave to cash each fiscal year. After five (5) years of service, may convert up to eighty (80) hours of annual leave to cash each fiscal year. Any conversion is subject to budget allocation.

6. Terminal Annual Leave Pay

Upon separation from service for any cause, an employee shall be entitled to pay in lieu for the number of accumulated annual leave hours credited to their account under the provisions of this rule. All annual leave granted upon completion of an employee's last day of work shall be a lump sum payment termed "terminal annual leave pay."

If, in the case of retirement, the employee elects to place themselves on terminal annual leave, the period of terminal annual leave shall be considered in computing currently earned annual leave. The right to elect to be placed on terminal annual leave is restricted to those employees separating from City service through service retirement.

7. Lateral Service Credits

Effective July 1, 2021, annual leave accruals will be based on years of full-time sworn law enforcement and/or police dispatch experience including service time spent with other agencies. New employees must submit proof of prior service time within 30 days of appointment for time to be recognized.

ARTICLE 17

BEREAVEMENT LEAVE

Employees may receive bereavement leave as follows:

- (a) The City of Coronado will provide up to five (5) working days of bereavement leave if they are required to be absent from duty due to the death of a member of the employee's immediate family, without loss of base pay or deductions from other leave balances.
- (b) Additional leave, utilizing the employee's leave balances, may be authorized by the Department Director or designee.
- (c) The term "immediate family" shall be defined as: spouse, registered domestic partner, child, parent, sibling, grandparent, or grandchild; the aforementioned either natural, legally adopted, step or in-law, or any person over which the employee acts as legal guardian; or similar relationships as determined by the City Manager or designee.
- (d) The employee may be required to submit proof of the relative's death, such as an obituary or funeral program.
- (e) The employee shall provide as much notice to their supervisor of the necessity to use this leave as is reasonable under the circumstances.
- (f) The employee's use of bereavement leave in full compliance with this provision shall not be reflected in their performance evaluation nor shall it result in disciplinary action.

ARTICLE 18

COURT LEAVE

An employee, other than one paid on an hourly or daily basis, who is required to serve as a juror, or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of their required attendance to the Police Chief and the Personnel Officer. The employee shall receive full pay for the time they serves on court duty. Request for such leave shall be made upon leave forms. This provision shall not include persons who serve in the capacity as a paid professional or paid expert witness.

ARTICLE 19

MILITARY LEAVE

City officers or employees who are also members of the armed services or militia or organized reserves of this state or nation, shall be entitled to the leaves of absence and the employment rights and privileges required by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. §§ 4301-4333, and California law (Military & Veterans Code §§ 387-398, Attorney General Opinions, and court decisions.

ARTICLE 20

RETIREMENT BENEFITS

- A. The City will comply with the Public Employees' Pension Reform Act of 2012.
- B. The CITY contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits to all members of the CPOA. The City agrees to provide the CalPERS "3% at age 50" retirement benefit for all police safety members (sworn) hired prior to January 1, 2013 and to all members hired after January 1, 2013 that meet the definition of a "classic" member as determined by CalPERS. The City agrees to provide the CalPERS "3% at age 60" retirement benefit for all miscellaneous non-safety (non-sworn) members hired prior to January 1, 2013 and to all members hired after January 1, 2013 that meet the definition of a "classic" member as determined by CalPERS.

In compliance with the Public Employee Pension Reform Act of 2012, the City will provide to all safety (sworn) employees hired after January 1, 2013, who do not meet the CalPERS definition of a "classic" member the "2.7% at age 57" retirement benefit. For all non-safety (non-sworn) employees hired after January 1, 2013, who do not meet the CalPERS definition of a "classic" member, the City will provide the "2% at age 62" retirement benefit.

- C. Effective September 10, 2011 employees shall be responsible, through payroll deduction, for paying the member contribution to CalPERS. For police safety members hired prior to January 1, 2013 and members defined as classic members, this amount is 9% of wages. For miscellaneous non-safety members hired prior to January 1, 2013 and members defined as classic members this amount is 8% of wages. This contribution will be made on a pre-tax basis.

Employees hired after January 1, 2013 and who are not classic members, will pay the required cost sharing member contribution established by CalPERS.

The City shall pay for the employer's contribution required by the CalPERS to maintain enrollment of all non-sworn employees in the CalPERS 3% at60 program and to continue these contributions.

The City agrees to pay for the employer's contribution required by CalPERS to enroll all employees in their respective retirement plan and to continue these contributions.

The City provides the retirement benefit which allows CalPERS safety members represented by the CPOA the option to purchase Military Service Credit as public service under Government Code Section 20930.3. Employees will pay both the employer's and the employee's portion of any Military Service Credit purchase.

As the City historically paid the member contributions required by CalPERS, effective on or about July 1, 2009, as a benefit to all sworn employees, the City began reporting the Employer Paid Member Contribution ("EPMC") as compensation for retirement purposes. Effective September 10, 2011, employees began paying the member contributions, which will cause the City to suspend

reporting of EPMC as compensation, pending any future changes to the payment of the member contribution.

D. In accordance with §20516 Cost Sharing, of the California Public Employees Retirement Law, all classic CalPERS employees in the bargaining unit will participate in additional cost sharing of 1.5% effective the first pay period of fiscal year 2019-2020. The employee contribution rate for safety members will be 10.5% and will be 9.5% for miscellaneous employees effective July 1, 2019. If a secret ballot election held in accordance with §20516 is not successful, employee contribution of 1.5% will be made to the employers' contribution account.

E. The City commits to working with CalPERS to provide eligible members with 4th Level 1959 Survivor Benefits.

ARTICLE 21

SALARIES

Effective the first full pay period after July 1, 2022 or the first full pay period following City Council approval of this MOU, whichever date is later, the salary schedule and base pay for all classifications represented by CPOA will be increased by 4.0%.

Effective the first full pay period after July 1, 2023, the salary schedule and base pay for all classifications represented by CPOA will be increased by 3.0%.

Effective the first full pay period after July 1, 2023, employees in the Police Officer classification and the Sergeant classification will receive a market adjustment to their base pay of 0.75%.

Effective the first full pay period after July 1, 2024, the salary schedule and base pay for all classifications represented by CPOA will be increased by 4.0%.

Effective the first full pay period after July 1, 2024, employees in the Police Officer classification and the Sergeant classification will receive a market adjustment to their base pay of 0.75%.

Note: Except as noted, salaries shall be adjusted at beginning of the first full pay period after July 1 of each year of the term of the agreement.

ARTICLE 22

GRIEVANCE PROCEDURE

Reviewable and Non-Reviewable Grievances

1. To be reviewable under this procedure, a grievance must:
 - (a) Concern matters or incidents that have occurred.
 - (b) Result from an act of or omission by management regarding working conditions or other aspects of employer/employee relations over which the head of the department has control.
 - (c) Arise out of specific situation, act or acts complained of as being unfair which result in inequity or damage to the employee.
 - (d) Result from an interpretation of or the implementation of a provision or provisions of this MOU other than any item specially excluded under Section (2) below.
 - (e) Specify the relief sought, which relief must be within the power of the Police Chief or City Manager to grant in whole or in part.

2. A grievance is not reviewable under this procedure if it is a matter which would require the modification of a policy established by the City Council or by law, or is reviewable under some other administrative procedure and/or rules of the Civil Service Commission such as:
 - (a) Applications or changes in title, job classification or salary;
 - (b) Appeals from formal disciplinary proceedings;
 - (c) Appeals arising from work performance evaluations;
 - (d) Appeals arising out of Civil Service examinations.

Special Provisions of the Grievance Procedure

- (a) In presenting his/her grievance, the employee shall follow the sequence and the procedure outlined in this article.
 - (b) The employee shall discuss his/her grievance with his/her immediate supervisor as soon as reasonable after the act or omission of management causing the grievance.
 - (c) The written grievance shall be submitted on a form to be supplied by the Personnel Officer for this purpose.

4. The grievance shall contain a statement of:

Exhibit A

- (a) The specific situation, act or acts complained of as being unfair;
 - (b) The inequity or damage suffered by the employee;
 - (c) The provision or provisions of this MOU alleged to be breached or misinterpreted, if any;
and
 - (d) The relief sought.
5. The employee may choose someone to represent him/her at any step in the procedure. No person hearing a grievance need recognize more than one (1) representative for any employee at any one time, unless he/she so desires.
 6. Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.
 7. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended. Working days as used in the grievance procedure, shall apply to the work days of the person responsible for an applicable action. In the instance of a conflict with days off, the first applicable working day thereafter for the grievant and respondent, will be deemed timely.
 8. If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, their grievances shall be handled as a single grievance. The CPOA shall have standing to raise grievances concerning the implementation and interpretation of this MOU on its behalf or on behalf of its members.
 9. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed time.
 10. The grievance procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by his/her supervisor, superior or Police Chief, provided he/she observes the provisions of this grievance procedure.

Grievance Procedure Steps

The following procedure shall be followed by an employee submitting a grievance pursuant to this article:

1. The employee shall discuss his/her grievance with his/her immediate supervisor informally. Within two (2) working days, the supervisor shall give his/her decision to the employee verbally.
2. If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the two (2) working days' limit, the employee may within two (2) working days present his/her grievance in writing to his/her supervisor, who shall endorse his/her comments thereon and present it to his/her superior within two (2) working days. The superior shall hear the grievance and give his/her written decision to the employee within five (5) working days after receiving the grievance.
3. If the employee and superior cannot reach an agreement as to a solution of the grievance or the

employee has not received a written decision within the five (5) working days' limit, the employee may within five (5) working days present his/her grievance in writing to his/her Police Chief. The Police Chief shall hear the grievance and give his/her written decision to the employee within five (5) working days after receiving the grievance.

4. If the employee and Police Chief cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within five (5) working days' limit, the employee may within five (5) working days present his/her grievance in writing to the City Manager. The City Manager shall within ten (10) working days after receipt of the grievance hear the grievance and render a written decision.
5. If the employee is not satisfied with the decision or recommendation of the City Manager, he/she may within ten (10) working days appeal in writing to the Civil Service Commission. The Commission shall within thirty (30) days after receipt of the appeal hear the appeal and render a final decision.

ARTICLE 23

PERFORMANCE EVALUATIONS & APPEALS

Employees covered by this MOU shall be allowed to appeal performance evaluations to the Police Chief.

The abbreviated semi-annual performance report for employees shall continue to be used as prescribed by the cover sheet to the report.

The Police Chief will not participate in the formal employee evaluation process prior to the review and discussion of the evaluation between the employee and his/her supervisor. The Police Chief will hear appeals of evaluations.

ARTICLE 24

PAYROLL DEDUCTION

It is mutually agreed that the City will, during the term of this MOU, continue to deduct CPOA dues from the salary of each employee covered hereby who files with the City a written Employee Payroll Deduction Authorization requesting that such deduction be made. Remittance of the aggregate amount of all such dues shall be made to the CPOA by the City as soon as possible after the dues have been deducted from the salaries of employees.

If a CPOA member desires to revoke, cancel or change their prior dues deduction authorization, the City shall direct the member to the CPOA. Any such dues deduction, revocation cancellation, and/or change shall be effective only when submitted by the CPOA to the CITY.

The City will implement any change to a bargaining unit employee's payroll deductions during the first full pay period following notification of such change by CPOA.

CPOA shall indemnify, defend and hold the City harmless against any and all claims, demands, suits, proceedings, or court orders, or any other liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this dues deduction agreement.

Employees covered by this MOU may participate in the City's deferred compensation program.

ARTICLE 25

EMPLOYEE RIGHTS

It is recognized that all employees covered by this MOU have all of the rights, privileges and protections, pertaining to their employee-employer relations, granted to them by the Constitution of the United States and the State of California, the laws of the State of California (including but not limited to the Meyers- Miliias-Brown Act), the ordinances, Civil Service Rules (unless otherwise specified in this MOU) and other enactments of the City of Coronado.

It is specifically recognized that the sworn peace officers, subject to this MOU, are entitled to the rights, privileges and protections of the Peace Officer Procedural Bill of Rights (California Government Code Section 3300, et seq.).

Employee Files

The City shall maintain only one (1) employee personnel file, with a duplicate copy maintained in the Police Department. The copy at the Police Department shall include all training records.

All employees shall have the right to review their personnel file at reasonable times by requesting in writing to the Director of Administrative Services.

Employee Representation

An employee shall be allowed to designate a representative to assist said employee in:

1. Preparing and processing of grievances;
2. Preparing and presenting material for disciplinary hearing;
3. Preparing and presenting material for any matter for which representation is granted, pursuant to the Gov. Code Section 3300 et seq. (Public Safety Officers Procedural Bill of Rights).

If said designated representative is an employee, said employee may be allowed reasonable time off without loss of pay. The representative shall not be a person subject to the same investigation.

Conducting of CPOA Activities and Business

CPOA officers or board members will be allowed a reasonable amount of time during work hours for representing bargaining unit grievances, discipline, investigation of an employee's conduct, CPOA Board Meetings and meet-and-confer. Any of these activities conducted outside an employee's normal work hours shall not be considered work time.

The CPOA President, board members and members of the association shall make all requests for information, records, documents or work to be performed on behalf of the CPOA or its members through the Police Chief or in the same manner provided to the public.

ARTICLE 26

CONTINUATION OF WAGES, HOURS AND FRINGE BENEFITS

The parties agree that during the term of this Agreement there will be no change in any matter within the scope of representation without the mutual consent of the parties.

ARTICLE 27

EMPLOYEE ASSISTANCE PROGRAM

All employees and the City agree that an Employee Assistance Program (EAP) can be of mutual benefit to the City and employees. It is recognized that the City maintains an Employee Assistant Program, which was first implemented in the fiscal year 1986-87. Provisions of the EAP can be found within the annual employee Benefits Guide.

ARTICLE 28

REVISIONS TO THE CIVIL SERVICE RULES AND ADMINISTRATIVE PROCEDURES

Changes to Civil Service Rules require approval by the Civil Service Commission prior to implementation. The following proposed changes were agreed to by the CPOA in 2011.

Amend Civil Service Rule IV, Section 12 to provide promotional credit for temporary employees.

ARTICLE 29

BACKGROUND, DEPARTMENT OF MOTOR VEHICLE EMPLOYER PULL PROGRAM AND CITIZEN COMPLAINTS

CPOA acknowledges that the City has a requirement for background checks and participates in the Department of Motor Vehicle (DMV) Employer Pull Notice Program for new and current employees. DMV pull notices are generated at the time of hire, annually, when a driver has activity on their driver record and as needed by the City. The Department shall not be limited in its ability to investigate citizens' complaints, even if complaint is unsigned.

ARTICLE 30

SCHEDULING

The Department agrees to make every reasonable effort to avoid scheduling a represented employee more than six (6) consecutive work days at shift change. The Department will entertain suggestions as to schedules that will address this issue in the event that the problem arises. Due consideration will be given to the desires of the individual employee and the needs of the Department.

Shifts may rotate “forward” and the Department management will make every reasonable effort to provide two weeks' notice of shift changes, notwithstanding emergencies or unanticipated circumstances. If the Department has more than two weeks' notice but fails to provide two weeks' notice to the employee, then the Department shall pay a ten dollar (\$10.00) stipend to the affected employee.

The Department will consider all requests for shift trades, including (if submitted) the reasons for the request and will deny such requests only if for operational reasons (e.g., too many training officers, rookies, or senior officers on one shift, an individual with too much time on one shift or with the same supervisor, etc.). The decision of the Department regarding such requests will be final and not grievable.

Members who are required to attend training and/or request to attend training shall have their work schedule adjusted to reflect the hours identified in the class description. The member shall be credited with that time unless the member is unable to complete the training.

Seniority Shift Bidding

Definition of Seniority:

- (a) Rank. An employee's seniority is based on the number of calendar days of continuous service with the Coronado Police Department in that rank.
- (b) Unbroken continuous time of service with the City of Coronado Police Department within an eligible position. An employee promoted to a higher rank and later demoted back to the original rank shall have seniority calculated for all time of continuous service in the higher rank and the original rank combined.
- (c) Continuous service with the City of Coronado.

The official seniority list will be published at the start of each bid process. The Department will assign shifts based on seniority unless the operational needs of the Department, as determined by the Chief of Police, dictate otherwise.

Employees who have not completed their field training period will not be eligible to bid on a shift and will be assigned a schedule based on training requirements and departmental needs. Eligible employees will be responsible for the accuracy of their bid requests.

Officers returning to Patrol from a specialty assignment will be assigned a shift by the Department until the next bidding cycle. In cases where an officer's return to Patrol is foreseeable, they will be allowed to submit a shift request form, in accordance with this agreement, regardless of their assignment at the time of submission.

If an employee voluntarily leaves the City or is dismissed for cause, the employee will lose all seniority credited prior to then. Reemployment will not restore the lost seniority. Instead, if an employee is reemployed, seniority will be based on the reemployment date.

Limited Reopener

Upon the City's request, CPOA agrees to reconvene during the term of this MOU to meet and confer in good faith regarding revisions to this Article 30.

ARTICLE 31

WORKERS COMPENSATION - 4850

When a sworn safety employee files a worker's compensation claim applicable to Section 4850, the following provisions shall apply when 4850 exceeds thirty (30) calendar days:

1. The Uniform Allowance provided annually on the second pay period in August, will be suspended until such time as the employee returns to full duty and prorated to the nearest month.
2. Earnings from outside employment shall be considered as an offset to 4850 benefits, only to the extent that such earnings exceed those prior to injury pursuant to Outside Employment Statement (Administrative Procedure No. 209). The City shall have discretion to impose this offset in such situations.
3. Employees on workers compensation 4850 pay will report daily or as determined by the Police Chief by telephone to the Department.

ARTICLE 32

RENEGOTIATION

Should either of the parties to this MOU desire to meet and confer in good faith on the provisions of a successor MOU to this MOU that party shall serve upon the other, within a reasonable time, prior to the expiration of this MOU, its written request to commence meeting and conferring on the terms of a successor MOU.

Upon receipt of such request from either party, the parties shall meet within a reasonable time after receipt of the written request to set up ground rules for the meet and confer process.

ARTICLE 33

PER DIEM EXPENSES

Necessary and reasonable expenses incurred by employees for meals and travel will be reimbursed pursuant to City policies and procedures by the Department when the expense is necessary in order to attend the training, etc., and/or when reimbursed by P.O.S.T. As an example, unless reimbursed by P.O.S.T., meals would not be reimbursed during training in San Diego.

Effective upon agreement of the parties, represented employees shall receive a per diem to cover necessary and reasonable expenses for meals and incidentals for approved training and travel according to the City's Out of Town Travel Policy (Administrative Procedure 126).

ARTICLE 34

FITNESS FOR DUTY EXAMINATIONS

The City shall have the right to require a physical or psychological exam whenever there is a reasonable basis to question an officer's fitness for duty. If the Department intends any adverse action against the employee as the result of such exam, the officer shall have full access to the results of the exam, shall have the option to obtain their own evaluation at the employee's expense, and shall have all the rights conferred by the Public Safety Officers Procedural Bill of Rights.

It is understood that: 1) Any fitness for duty exam will only be ordered by the Police Chief, or by a Police Commander when serving as Acting Chief, after conferring with the City Manager; 2) any psychological examination will be conducted by a licensed psychiatrist or psychologist with experience in law enforcement issues; 3) the written report of the psychological examination shall be available initially only to the Chief and City Manager; 4) if the report concludes that the officer is fit for duty, the report will be filed in the employee's medical file inside a sealed envelope marked "Results of Fitness for Duty Exam (date) - Only to be opened at the direction of the City Manager"; 5) if the report concludes that an officer is unfit for duty, or if in the joint opinion of the Chief and City Manager material questions are raised about the officer's fitness for duty, then the officer shall have the rights described above; 6) if the psychiatrist or psychologist determines that an officer is fit for duty without qualification, a report will be filed with the City noting only that the officer is fit for duty; 7) if the doctor determines that there are conditions or qualifications to fitness, the report will detail only such qualifications or conditions; 8) if the officer contests a report of "unfit", or the qualifications to fitness, the doctor will provide the officer and the City Manager a full report.

ARTICLE 35

FAMILY AND MEDICAL LEAVE

The City provides family and medical care leave for eligible employees as required and in accordance with the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL). Unless otherwise provided by law, the City will run each employee's protected leaves concurrently. To the extent required by law, the City will inform employees whether they are eligible for leave. Should employees be eligible for leave, the City will provide them with a notice that specifies any additional information required, as well as their rights and responsibilities.

If an employee fails to return to work as scheduled after leave or if an employee exceeds the leave entitlement, the employee may be eligible for Special Leave without Pay, as defined in Civil Service Rules Rule VI, Section 9. Otherwise, the employee may be subject to other applicable leave of absence, accommodation and attendance policies.

In addition, the City also provides reasonable accommodations, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. Employees requesting a leave or reasonable accommodation should promptly notify Human Resources.

ARTICLE 36

AMERICANS WITH DISABILITIES ACT

Because the Americans with Disabilities Act (hereinafter ADA) requires accommodations for individuals protected under the Act and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may require modification in order for the City to avoid discrimination relative to hiring, promotion, granting regular status, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leave, fringe benefits, training opportunities, hours of work or other terms and conditions of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Any accommodation provided to an individual protected by ADA shall not establish a past practice nor shall it be cited or used for evidence of past practice in the grievance procedure.

Prior to implementation of any ADA accommodation that would modify any provision of the MOU in order to undertake required accommodation for an individual protected by ADA, the City will provide the Association with written notice of the intended modification, and if requested will allow the Association the opportunity to meet and confer on the City's proposal.

ARTICLE 37

DRUG-FREE WORKPLACE STATEMENT

The City has adopted a Drug Free Workplace Policy in compliance with the Drug Free Workplace Act of 1988 which applies to all City employees.

ARTICLE 38

APPEAL OF DISCIPLINARY ACTION

1. Employees may choose one of the following options when appealing disciplinary actions.

- (a) The Civil Service Commission shall preside over the hearing in accordance with the procedures set forth in the City's Civil Service Rules; or
- (b) If an appeal involves a disciplinary action greater than a reduction in pay greater than (2) shifts or a reduction in rank pay, than an Employee may choose to request a hearing to be held before an administrative law judge ("ALJ") on the staff of the Office of Administrative Hearings shall preside over the hearing in accordance with the procedures below:

Within ten (10) calendar days of an employee's receipt of notification of disciplinary action as set forth above, the employee shall notify the Personnel Officer in writing of the employee's intent to appeal the disciplinary action and if they are appealing to the Civil Service Commission or an Administrative Law Judge (ALJ). The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

If the employee does not file a written notice of appeal within the ten (10) calendar days, unless good cause for the failure is shown, the Department's action shall be final.

Appeals to the Civil Service Commission

If an employee appeals their discipline to the Civil Service Commission, the procedures set forth in the City's Civil Service Rules shall be followed.

Appeals to an ALJ

The appeal hearing officer shall be an ALJ selected through the California Office of Administrative Hearings.

Notice of Hearing

Following timely receipt of an employee's written notice of intent to appeal, the City's Personnel Officer shall provide the employee with a written Notice of Hearing. The Notice of Hearing shall notify the employee of the time, date, and location of the hearing. The employee shall be notified in writing at least 21 days

prior to the hearing of the scheduled date.

At the employee's expense, the employee may be represented by a representative or attorney of the employee's choice at the hearing.

The hearing may be postponed for good cause by filing a written motion within ten (10) working days after discovering the reason preventing attendance at the hearing. The written motion should be made to the City's Personnel Officer.

The employee must appear personally before the ALJ at the time and place set for the hearing.

If the employee fails to appear at the hearing, without good cause, the City shall dismiss the appeal and sustain the disciplinary action.

Costs Split Between Union and City

The costs for the ALJ shall be equally shared by the City and the Union.

Place of Hearing

Unless otherwise decided by the City's Personnel Officer, the hearing shall be conducted at City premises or at the Office of the Administrative Hearings, unless both parties agree to an alternative location at a time determined by the City's Personnel Officer or their designee in coordination with the employee and their representative.

Pre-Hearing - Notice of Witnesses and Evidence

No later than ten (10) days before the hearing date, each party will provide the other and the ALJ a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The City will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or offer exhibits that were not set forth on the Notice of Witnesses and Evidence, absent good cause shown by the disclosing party.

Upon the request of either party, and upon their own motion, the ALJ will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving their/its own subpoenas. City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.

Pre-Hearing Conference

The City or employee may request a pre-hearing conference, either in person or by telephone or videoconference. At the pre-hearing conference, the ALJ may try to settle the case or send the case for alternative dispute resolution. There also may be discussion of the issues and what evidence the parties want the ALJ to see at the hearing. If a pre-hearing conference is scheduled, then three (3) days before the date of the conference, both parties will share with each other a statement that includes a list of witnesses, experts, and exhibits and the party intends to call or offer at the hearing.

Hearing Procedure

The hearing shall be opened to the public unless the employee requests a closed hearing. The City has the burden of proof at the appeal hearing.

The hearing shall proceed usually in the following order:

- A. All witnesses shall be sworn in prior to testifying.
- B. The City and the employee may make preliminary opening statements.
- C. The City shall present oral or documentary evidence, or both, in support of the City's position; the employee may cross examine any witness called by the City.
- D. The employee may present evidence on the employee's own behalf; the City may cross-examine witnesses called by the employee.
- E. The City and the employee may make verbal or written closing statements and arguments.

All parties and their representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the ALJ.

Hearing Record

The appeal proceedings shall be recorded by a stenographic reporter. However, upon consent of all parties, the proceedings may be recording electronically. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript.

Decision

Within 30 days after the case is submitted to them, the ALJ shall prepare a proposed written decision to be submitted to the City Manager. Within 60 days of receipt by the City Manager of the ALJ's proposed decision, the City Manager may take any of the following actions:

- (a) Adopt the proposed decision in its entirety.
- (b) Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
- (c) Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Manager under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
- (d) Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence.

The City Manager's decision will be reduced to writing and shall be final and binding on the parties. The City Manager's written decision shall be served on the parties and the decision shall be subject to judicial review pursuant to Code of Civil Procedure section 1094.5.

Within sixty (60) days of when this MOU is ratified by the City Council, the City will draft procedures that shall apply when an ALJ hears a disciplinary appeal (including timing/scheduling, continuances, prehearing matters, etc.) and will present such procedures to CPOA.

ARTICLE 39

SHIFT DIFFERENTIAL

Effective the first full pay period after July 1, 2022, or the first full pay period following City Council approval of this MOU, whichever date is later, the City agrees to provide CPOA members assigned to work Swing / Overlap shift a shift differential of 2% of base pay for all hours worked during that shift.

Effective July 1, 2022, or the first full pay period following City Council approval of this MOU, whichever date is later, the City agrees to provide CPOA members assigned to work Graveyard shift a shift differential of 3% of base pay for all hours worked during that shift.

If a CPOA member is not assigned to a shift that qualifies for shift differential but then works a shift that qualifies for shift differential, the CPOA member will be paid the applicable shift differential for each work day that qualifies for shift differential pay.

ARTICLE 40

CREATION OF STEP G

The parties recognize that the City created a Step G for the classifications of Police Services Officer I and Police Services Officer II, with a five percent (5%) differential above the current Step F for those classifications. The City created a Step G for the classification of Evidence and Property Technician but will reorganize the steps for that classification so that the current Step F becomes the new Step G, a new Step A will be created with a five percent (5%) differential below the current Step A and the other Steps will be aligned accordingly. This was accomplished when the City Council adopted the Fiscal Year 2022-2023 Personnel Authorization and Compensation Plan.

ARTICLE 41

LONGEVITY PAY

1. CPOA members are eligible to receive longevity pay in recognition for their years of uninterrupted service to the City in the amounts set forth below. Longevity pay is not cumulative.
 - (a) Employees who have ten (10) years of uninterrupted service with the City will receive a one-time, lump payment of \$1,000.00 on the closest pay period following the employee's ten (10) year anniversary date.
 - (b) Employees who have fifteen (15) years of uninterrupted service with the City will receive a one-time, lump payment of \$1,500.00 on the closest pay period following the employee's fifteen (15) year anniversary date.
 - (c) Employees who have twenty (20) years of uninterrupted service with the City will receive a one-time, lump payment of \$2,000.00 on the closest pay period following the employee's twenty (20) year anniversary date.
 - (d) Employees who have twenty-five (25) years of uninterrupted service with the City will receive a one-time, lump payment of \$2,500.00 on the closest pay period following the employee's twenty-five (25) year anniversary date.
 - (e) After the employee's twenty-five (25) year anniversary date, they will receive a one-time, lump payment of \$2,500.00 for every additional five (5) years of uninterrupted service with the City thereafter, to be paid on the on the closest pay period following said anniversary dates.
2. As of the date of this MOU, employees who have already reached an anniversary date for which they would have qualified for a longevity payment under this Article, shall receive a one-time longevity payment that corresponds to their most recent, qualifying anniversary date. For example, if an employee has sixteen (16) years of uninterrupted service with the City as of the date this MOU is entered into, the employee shall receive the longevity payment for their fifteen (15) year anniversary.

Exhibit A

For the CORONADO POLICE OFFICERS' ASSOCIATION		For the CITY OF CORONADO
William Hughes CPOA President		Tina Friend City Manager
Date:		Date: