

RESOLUTION NO. 2023-93

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE
APPROVING CORRECTIONS TO THE MEMORANDUM OF UNDERSTANDING WITH THE
GUADALUPE POLICE OFFICERS ASSOCIATION**

WHEREAS, the Guadalupe Police Officers Association (GPOA) is the recognized employee representative for employees in the police employees' representation unit; and

WHEREAS, the City of Guadalupe and GPOA recent met and conferred on a memorandum of understanding (MOU) for the time period August 18, 2023, through June 30, 2024, and reached a tentative agreement which was approved by the City Council at its meeting on October 24, 2023; and

WHEREAS, after this meeting, a clerical error in the approved MOU was discovered, specifically, that the retroactive date for the MOU should have been August 19, 2023, since that is the beginning of a pay period, which was the intention of the parties for the retroactive date for the MOU; and

WHEREAS, the GPOA agreed to a retroactive date of August 19, 2023, for the MOU rather than August 18, 2023; and

WHEREAS, in subsequent discussions between City staff and the GPOA representation, the GPOA and the City agreed that two minor changes in Section 2.10 (Vacation) of the MOU were appropriate, namely, to change the date of the irrevocable election for vacation pay cash outs for the following calendar year from November 1st to the last pay period of the calendar year, and also, to delete references to "compensatory time" (as compensatory time is already paid out at the end of a calendar year); and

WHEREAS, City staff subsequently discovered some other clerical errors in the MOU, specifically, in Section 2.02.A.(6) and in Section 2.11 (Sick Leave); and

WHEREAS, all of the corrections listed in the foregoing recitals are made in a "redline" version of the MOU, which is attached to the staff report as Attachment 2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Guadalupe as follows:

SECTION 1. The City Council hereby acknowledges the clerical errors in the Memorandum of Understanding (MOU) approved at its meeting on October 24, 2023, as well as changes to Section 2.10, and hereby accepts and approves all of these changes as indicated in the "redline" version of the MOU for the period of August 19, 2023, through June 30, 2024, and in the MOU with these corrections accepted and attached hereto as Exhibit "A," which is incorporated herein by reference.

SECTION 2. The Mayor is hereby authorized to execute the Memorandum of Understanding attached hereto as Exhibit "A" on behalf of the City.

SECTION 3. If any provision or any part of a provision of this resolution shall be finally determined to be invalid, illegal, or otherwise unenforceable, such determination shall not impair or

otherwise affect the validity, legality or enforceability of the remaining provisions or parts of provisions of this resolution, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

PASSED AND ADOPTED at regular meeting on the 14th day of November 2023 by the following vote:

MOTION: CHRISTINA HERNANDEZ / GILBERT ROBLES

AYES: 3 Councilmembers: Hernandez, Julian, Robles
NOES: 0
ABSENT: 2 Councilmembers: Costa Jr., Lizalde
ABSTAINED: 0

I, Amelia M. Villegas, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being CC. **Resolution No. 2023-93** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 14, 2023, and that same was approved and adopted.

ATTEST:

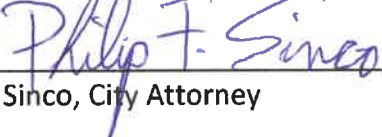


Amelia M. Villegas, City Clerk



Ariston Julian, Mayor

APPROVED AS TO FORM:



Philip F. Sinco, City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF GUADALUPE

AND

**GUADALUPE POLICE OFFICERS
ASSOCIATION**

AUGUST 19, 2023 – JUNE 30, 2024

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MEMORANDUM OF UNDERSTANDING

August 19, 2023 – June 30, 2024

1. INTRODUCTION

1.01 Preamble. The following constitutes a Memorandum of Understanding (**MOU**) that resulted from meeting and conferring in good faith concerning the wages, hours and other terms and conditions of employment, between the City of Guadalupe (City) and the Guadalupe Police Officers Association (POA).

1.02 Recognition. The City recognizes the POA to be the recognized employee bargaining association representing the classifications of Police Officer, Police Corporal, Police Sergeant, Police Office Manager and Records Technician.

1.03 Purpose. It is the purpose of this MOU to promote and provide for harmonious relations, cooperation and understanding between the City and employees covered herein and to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise regarding wages, hours and other terms and conditions of employment.

1.04 Maintenance of Operations. For the term of this MOU, neither the POA or any members of the POA, nor any person acting in their behalf, will cause, authorize, engage in, or strike against the City, or engage in a work stoppage, slow down, or concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment. This is not to mean that the POA members are waiving any rights as to the protection of personal safety as they may pertain to the refusal to cross the picket lines of another public employee organization on strike, or to the informational picketing by employees on their own time.

1.05 Maintenance of Benefits. All wages, hours and other terms and conditions of employment of POA members shall remain in full force and effect during the term of this contract. Any changes to those policies, practices or procedures that impact wages, hours and other terms and condition of employment must be effectuated by the mutual written agreement of the parties.

2. WAGES, BENEFITS AND WORK-RELATED RULES.

2.01 Wages.

(a) Salaries for employees covered by this MOU shall be increased by \$5.00 per hour, retroactively effective August 19, 2023. (See Exhibits)

The following are the position titles and salary grades covered by this MOU:

Records Technician –Range 159
Office Manager –Range 171
Police Officer – Range182
Corporal – Range192
Sergeant –Range 202

2.02 Application of Salary Steps. All employees entering the permanent, full-time employment of City shall be paid at the first step of the salary range, unless otherwise determined by the Police Chief and the City Administrator established for his/her position classification. Salary step increases, as provided herein, are not automatic, but based upon performance and merit. Employees shall be placed on the step designated by the City Administrator for initial full-time permanent employment and qualify for increase in compensation or advancement to the next higher step of his/her salary range in the following manner. A Performance Evaluation Report on each employee recommended for advancement shall be submitted to the City Administrator by the Chief of Police prior to final action on such recommendation.

A. The salary range as set forth for each classification is divided into six (6) steps, which shall be interpreted and applied as follows:

- (1) The first step is the minimum rate, and normally shall be hiring rate (Step A).
- (2) The second step is granted to employees upon their anniversary date who are eligible for this adjustment after completion of one (1) full calendar year of satisfactory service in a classification and not prior the completion of a probationary period. The adjustment shall be made only if granted by the Chief of Police, and subject to approval of the City Administrator (Step B).
- (3) The third step shall be granted to an employee upon their anniversary date who has given satisfactory service in a given classification for one (1) full additional year from granting of previous step increase only if granted by the Chief of Police, and subject to approval of the City Administrator (Step C).
- (4) The fourth step shall be granted to an employee upon their anniversary date who has given satisfactory service for an additional one (1) full additional year by the Chief of Police, and with approval of the City Administrator (Step D).
- (5) The fifth step shall be granted to an employee who has given satisfactory service for one (1) full additional year by the Chief of Police, and with approval of the City Administrator (Step E).
- (6) The sixth step shall be granted to an employee who has given satisfactory service for one (1) full additional year by the Chief of Police, and with approval of the City Administrator (Step F).

A. An employee must always continue to maintain an acceptable level of performance and shall be evaluated by the Chief of Police annually.

2.03 Standard Work Periods.

A. Work Hours. (1) The standard work shift for employees represented by the POA is 8 hours for non-sworn personnel and 12 hours for sworn personnel (inclusive of all breaks and meal periods). For sworn personnel, the standard 12-hour work shift shall consist of 80 hours of regular time work and 4 hours of mandatory overtime every two weeks, plus any other authorized overtime work.

(2) Officers may, upon mutual agreement, swap shifts with another officer of same rank, for a full or partial deployment period. The employees involved shall notify the Police Chief of the shift swap in writing. An officer who, as part of a disciplinary action, is required to work a shift, may have his or her shift swap cancelled by the Police Chief.

B. Breaks. Employees shall be entitled to one (1) thirty-minute paid meal break per duty shift, during which time sworn personnel shall remain in uniform and subject to call if necessary for any urgency or emergency. Calls not of an urgent nature shall be handled after the meal break. Employees shall be allowed to take two (2) fifteen-minute paid break periods. Breaks shall be as close to two (2) hours from the start of the shift and two (2) hours before going off duty as practical. A meal period shall be as close to four (4) hours after the start of the shift as possible. The time limits shall be adjusted on a case-by-case basis taking into consideration the nature of police work, specifically, calls for service and 'on-view' violations observed by the officer.

If an employee is required to work an additional four (4) hours overtime, he/she shall be entitled to additional paid meal periods of thirty (30) minutes each, four (4) hours from the last scheduled meal period. If an employee is required to work overtime, he/she shall be entitled to additional paid rest breaks of fifteen (15) minutes each, two (2) hours from the last scheduled rest break.

C. Workday. The standard workday shall be from 0001 hours to 2400 hours.

D. Work Week. The standard work week shall be from 0001 hours on any Saturday to 2400 hours on the following Friday.

E. Relief Shifts. Relief shifts shall be scheduled as to minimize the impact on the employee assigned to that shift.

F. Time Limits. Shift schedules shall be posted and employees shall be notified thirty (30) days in advance of an impending departmental shift change. Officers shall be assigned to a department shift for four (4) months at a time. Departmental shifts shall be January through April; May through August and; September through December, or as close as practical to meet the needs of the department.

G. Call Outs. Employees called out to replace a sick or injured employee shall have a reasonable time to respond.

H. Mandatory Schedule Changes. During a mandatory schedule change, no officer shall work two (2) straight shifts back to back (24 hours). The schedule shall be adjusted so that the officer shall have at least an eight (8) hour break in between shifts. In the event of an emergency, the City reserved the right to modify shift schedules, including the requirement to work back to back shifts.

2.04 Pay Periods.

A. Hourly Benefits. Pay periods for hourly benefits shall be fourteen (14) days in duration. The pay period shall start on Saturday at 0001 hours and end of Friday at 2400 hours, and shall number 26 for the year. Checks shall be available to employees by 1700 hours on the Friday following the end of the pay period.

B. Monthly Payments of Benefits. The City shall make payments for all cash benefits due to the credit of employees by the tenth (10th) day of the month following the month of accrual.

2.05 Overtime. An employee shall be entitled to premium overtime compensation of one and one-half times the employee's regular rate of pay for all hours worked beyond twelve (12) hours for sworn and eight (8) hours for non-sworn in one day or forty (40) hours for non-sworn in a week or 80 hours for sworn in a two week period. All paid leaves shall be regarded as hours worked. An employee shall be eligible to receive overtime compensation or compensatory time off, at the employee's option.

A. Overtime Administration. All overtime must be approved by a supervisor prior to the work being performed, with the exception of emergency situations.

B. Time Limits. Subject to call-out minimums, overtime shall begin at the end of an officer's regularly scheduled shift or upon reaching the station.

C. Court and Testimony. Subject to call-out minimums, overtime for employees who attend court or other hearings shall be paid at the regular overtime rate. This shall include travel time from the station to court, and back to the station.

D. Paid Leave Time. When any employee is off on paid leave time, such as sick leave, holiday or vacation, jury duty leave, or compensation time, such time shall be considered as hours worked for the purpose of calculating overtime.

E. Mandatory Schedule Changes. During a shift change, if an employee is required to work more than forty (40) hours in his/her regular work week to adjust to the new schedule, the employee will be paid overtime or receive compensatory time within a specific pay period.

G. Management Rights. Since the City Administrator is responsible for the efficient administration of all the affairs of the City, management reserves the right to control overtime hours worked, consistent with State and Federal law, and not in conflict with this MOU.

2.06 Cell Phones. When any employee is required to carry (wear) a department issued cell phone, said employee shall be responsible for telephonic response to any emergency pages from the department and/or supervisor(s) within a reasonable time period based upon each individual circumstance.

The employee shall not be held responsible for a telephonic response if the employee is deemed to have not been within cell phone range, the employee's cell phone is found to be defective, the employee is unable to reasonably respond to the emergency situation, or if the employee's response would be of little or no value given time and distance considerations.

An employee who responds to an emergency call to service shall be paid for all time spent in such response, beginning when the employee starts traveling to the site of the emergency or the police department, at one and one-half times the employee's regular rate of pay with a minimum of two hours.

2.07 Compensatory Time.

A. Eligibility. All regular and probationary employees shall be entitled to accrue compensatory time.

B. Compensatory Time Administration. Employees may take compensatory time off in lieu of paid overtime as approved by the Chief of Police, subject to applicable state or federal law. Employees whose compensatory time is interrupted or postponed due to injury on the job, sickness, court, call-backs for manpower shortage, schedule changes and such, shall be rescheduled after such interruption or postponement as approved by the Chief of Police. No compensatory time previously scheduled shall be lost to an employee exceeding the maximum compensatory accrued during the interruption or postponement. When requested in writing, all employees shall be given their time off within two (2) weeks of that request, subject to departmental needs. Compensatory time may be used in uninterrupted blocks of time subject to departmental needs and as approved by the Chief of Police.

C. Accrual. Compensatory time shall be accrued at one and one-half (1.5) hours for every hour of overtime worked.

D. Limit of Accrual. An employee who is a sworn peace officer may accrue a bank of up to 280 hours of compensatory time off at any given time. An employee who is not a sworn peace officer may accrue a bank of up to 240 hours of compensatory time off at any given time. Upon written request, an employee may cash out no more than 150 hours of compensatory time every three (3) calendar months. Such request must be submitted

in writing no later than the end of the pay period preceding the pay period payment is to be made. No compensatory time can be rolled over from one year to the next. All compensatory time accrued throughout the calendar year (including the last full pay period of the year) will be paid out on the last payroll every December.

2.08 Call Outs. Employees called back to work from their day off, or other off-duty hours, shall receive paid overtime or compensatory time at the employee's discretion. There shall be two (2) hours minimum guarantee.

2.09 Holidays.

A. Non-Sworn. Except as otherwise set forth below, thirteen 8-hour paid holidays shall be observed by full-time non-sworn personnel,

- January 1, New Year's Day
- January- 3rd Monday, Martin Luther King Day
- February – 3rd Monday, Presidents Day
- May - last Monday, Memorial Day
- July 4, Independence Day
- September - 1st Monday, Labor Day
- November 11, Veterans Day
- November - 4th Thursday, Thanksgiving Day
- November - 4th Friday, day following Thanksgiving Day
- December 24, Christmas Eve
- December 25, Christmas Day
- December 31, New Year's Eve
- Two Floating Holidays (to be taken within the given year.)

When any of the above holidays falls on a Saturday or Sunday, the holiday will be observed on the previous Friday or following Monday, respectively.

B. Sworn Personnel. In lieu of fixed holidays, full-time sworn personnel will be paid 5.53 hours per pay period. Full-time sworn personnel will continue to receive two 10-hour floating holidays per calendar year thru calendar year 2020. (Effective January 1, 2021, for full-time sworn personnel, the two (2) floating holidays will be at 12 hours each.) Any full-time permanent or probationary sworn employee who works overtime on a City recognized holiday shall receive two (2) times his/her regular base pay for all overtime hours worked.

2.10 Vacation.

A. Eligibility. All regular and probationary employees shall accrue vacation time from the date of hire. The purpose of vacation is to enable each eligible employee to have time for rest and relaxation, and return to work mentally and physically refreshed. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service with the City in order to be eligible for full annual vacation leave.

However, in the event an employee so chooses, he/she may, after six (6) continuous months of service, take vacation leave not to exceed four (4) working hours with his/her Supervisor's approval.

B. Vacation Administration. Employees whose vacations are interrupted or postponed due to injury on the job, sickness, court, call-backs for manpower shortage, or schedule changes shall be rescheduled after such interruption or postponement. No vacation previously scheduled shall be lost due to an employee exceeding the maximum vacation accrual during the interruption or postponement.

C. Accrual. For full-time employees, vacation shall be accrued and credited on a monthly basis at the following rate for time in service.

<u>Years</u>	<u>Days</u>	<u>Hours Per Month</u>
0 - 1	10	6.67
2	12	8.00
3	13	8.67
4	14	9.34
5	15	10.00
6	16	10.67
7	16	10.67
8	17	11.34
9	18	12.00
10	18	12.00
11	19	12.67
12	19	12.67
13	19	12.67
14	20	13.33
15	21	14.00

D. Limits of Accrual. There is a cap of two years' worth of accrual upon the number of hours of accrued vacation leave an employee may accrue and carry over from year to year. POA employees can elect to receive a cash-out of vacation hours every other calendar month of the year and/or compensatory time every other three months. By the last pay period of the calendar year, an employee may make a written irrevocable election to declare cashing out vacation leave that will accrue in the next calendar year. Completed forms will be turned into Finance Director for approval/denial, and list with how elected hours will be communicated to Accounting Supervisor. Besides separation of employment, elections not submitted by the deadline will not allow any cashing out of vacation time for the following calendar year. the foregoing, employees are encouraged to utilize their vacation leave for rest and relaxation.

E. Compensation at Termination. Employees leaving the City with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination and their current rate.

2.11 Sick Leave.

A. Eligibility and Purpose. All regular and probationary full-time employees shall accrue sick leave at a rate of eight (8) hours per calendar month effective from that employee's date of hire.

B. Use. An employee may use accrued sick leave in the case of actual personal illness, illness or disability, medical or dental appointments, parental leave, or in the case of injury to, illness of, and medical or dental appointments for the employee's immediate family. For purposes of this section only, "immediate family" shall mean (1) spouse or domestic partner, (2) child, (3) parent, (4) sibling, (5) persons in "step" relationship of (1) through (4), and (6) any other person approved in advance by the Chief of Police. In the event the Chief of Police does not approve use of accrued leave for a person described in (6), the employee may appeal such determination to the City Administrator, whose decision shall be the final administrative decision.

C. Sick Leave/Bereavement Leave While on Paid Leave.

1. An illness or injury occurring while on vacation leave or compensatory time off shall be covered as sick leave, provided the employee has sufficient accumulated sick leave available to cover the time off.

2. Employees who are on paid time off (i.e., sick, vacation, CTO) at the time of a death in the employee's immediate family shall be entitled to substitute sick or bereavement leave for vacation or other paid time off, provided the employee has sufficient accumulated sick leave available to cover the time off. The total period of absence from City employment (vacation and sick leave) shall not exceed beyond that time initially approved for vacation, without specific approval. Unused vacation or other paid compensation time shall be retained by the affected employee.

D. Accumulation. Accrued sick leave may be accumulated to a maximum of 2,080 hours. An employee may use 100% of unused sick leave to "retire" early before the commencement of PERS retirement benefits. Employees shall be paid on a monthly basis until accumulated sick leave is utilized or until PERS retirement benefits begin, whichever is earlier. At separation, an employee may choose to be paid 50% of his or her unused sick leave, to a maximum of 480 hours at his or her current rate of pay and/or upon retirement unused accrued sick leave may be converted to PERS service credit per the City's contract with PERS.

E. Application of Unused Sick Leave to Retirement Benefits. Upon retirement under the Public Employees Retirement System (PERS), unused sick leave shall be credited to the total years of service.

F. Transfer of sick time. Employees may transfer up to 50% of accumulated sick leave voluntarily to a fellow employee who has exhausted all his/her leave time due to an

extended illness or injury. The transfer shall be on an hour for hour basis and shall not exceed eighty (80) hours of sick leave.

G. Maternity Leave. The City shall provide leave to eligible employees as required by the California Family Rights Act, the Family and Medical Leave Act, and the California Pregnancy Disability Law.

2.12 Bereavement Leave. Employees shall be granted three (3) days of paid leave for bereavement purposes in each case of a death within his/her immediate family. An additional two (2) days of bereavement leave shall be granted if out of state travel or two hundred (200) miles or more of travel from home is required. Immediate family shall be defined as the employee's spouse or registered domestic partner, child or stepchild, parent or grandparent, brother or sister, or in-laws.

2.13 Military Leave. Every employee of the City shall be granted military leaves of absence and other benefits as provided in Division 11, Part I, Chapter VII of the Military and Veteran's Code of the State of California and any applicable amendments. All employees applying for military leave shall give the department head, within the limits of military regulations, an opportunity to determine when such leave shall be taken. Employees will be on full-pay status for summer and weekend drills.

2.14 Leave of Absence Without Pay. Leave of absence without pay may be granted by the City Administrator upon recommendation by the department head for a period not to exceed thirty (30) days. Leave of absence without pay in excess of thirty (30) days shall be granted only by the City Council.

2.15 Bilingual Pay. An employee, whose assignment and duties require the frequent and regular use of bilingual skills in English and Spanish, or any other language designated by the City Administrator to be of benefit to the City, shall be designated by the City Administrator to receive a bilingual allowance. For the purposes of this section only, all classifications represented by the Association, regardless of assignment, perform duties that require the frequent and regular use of their Spanish and English bilingual skills. Full-time employees who demonstrate basic verbal bilingual skills shall receive compensation of \$60 per pay period and full-time employees who pass a written and verbal examination shall receive compensation of \$125 per pay period. The form of the examination shall be agreed upon by the City and the Association and the examination shall be given a minimum of twice per year.

2.16 P.O.S.T. (Police Officers Standard of Training) Certification Incentive Pay. An employee who qualifies for a Regular or Specialized Intermediate POST Certificate shall receive premium compensation of four percent (4%) above his/her base salary. An employee who qualifies for a Regular or Specialized Advanced POST Certificate shall receive premium compensation of an additional four percent (4%) above his/her base salary, for a total of eight percent (8%).

2.17 Educational Incentive Pay. All employees represented by the POA shall receive

premium compensation above their base salary for possessing the following degrees, provided they are in a subject that is law enforcement or job related:

Associate's Degree: three percent (3%) above base salary;

Bachelor's Degree: 5.5% above base salary.

The Police Chief shall use reasonable criteria to determine what educational degrees are law enforcement related.

2.18 Uniform Allowance. Employees who are required to wear a uniform shall receive a uniform maintenance allowance. The allowance shall be used by the employee to replace, maintain, repair, and clean all designated uniform garments, hats, caps, shoes, leather wear, ornamentation, and inclement weather clothing.

A. Uniform Administration. The uniform maintenance allowance paid to full-time unit members shall be \$23 per pay period (\$598.00 per year). In addition, each June and December, full-time sworn employees shall be permitted to purchase up to \$400 of new uniforms and/or work-related equipment at the City's expense.

B. Payment. The uniform maintenance allowance shall be paid each biweekly pay period.

C. New Employees. New employees shall receive a prorated uniform allowance at the end of the first pay period following the date of hire. Thereafter, they shall be paid their uniform allowance in the same manner as all other employees. New employees shall receive four (4) uniforms and/or work-related equipment, at the time of hire.

2.19 Medical Insurance.

A. Eligibility. All regular and probationary employees shall be eligible for medical insurance and deferred compensation from the date of hire.

B. Medical Insurance Administration.

1. The City's monthly contribution towards a medical plan provided by the City for full-time employees and dependents shall be \$1,083.33 retroactively effective to August 19, 2023. If the total of the premium cost for an individual employee, plus eligible dependents, is less than the City's contribution, the difference between the City's contribution, and the insurance premium, the insurance premium may be deposited in the employee's deferred compensation account.

2. Upon providing the City written proof that medical insurance coverage is in force through coverage provided by another source, a full-time employee may opt out of the City's medical insurance plan and receive the entire monthly contribution as deferred compensation.

2.20 Vision Insurance. The City shall provide a Vision Care Plan during this agreement or select an alternate vision care provider which maintains equivalent or increases benefits to the employee. Effective the pay day of January 10, 2014, the City and a full-time employee shall share in vision premiums with the City paying 75% and the employee paying 25%.

2.21 Dental Insurance. The City shall provide a Dental Care Plan during this agreement or select an alternate vision care provider which maintains equivalent or increases benefits to the employee. Effective the pay day of January 10, 2014, the City and a full-time employee shall share in dental premiums with the City paying 75% and the employee paying 25%.

2.22 Life Insurance. The City shall provide group term life insurance benefits plan which shall provide for fifty thousand dollars (\$50,000) life coverage for full-time employees during the term of their employment.

2.23 Reimbursements. Effective the pay period starting December 7, 2013, the City shall end its practice of reimbursing employees for the employee share of State Disability Insurance, Medicare and FICA (approximately 9%).

2.25 Retirement / PERS – Public Safety Members

A. Eligibility. All regular and probationary employees shall be entitled to participate in the current retirement system from the date of hire.

B. Sworn PERS “Classic” Personnel. The City shall provide the PERS 2% @ 55 retirement formula for all sworn personnel. Effective July 1, 2015, employees will contribute 2% of the employee “pickup” for Public Employees Retirement System benefits. Effective January 1, 2016, employees will contribute 4% of the employee “pickup” for Public Employees Retirement System benefits.

C. Sworn PEPRAs New Hires. For employees hired on or after January 1, 2013 and classified as “new” members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% @ 57 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA these employees and the City are each responsible for paying one-half of the normal cost of this retirement plan.

2.26 Retirement / PERS – Miscellaneous Members

A. Eligibility. All regular and probationary employees shall be entitled to participate in the current retirement system from the date of hire.

B. Miscellaneous PERS “Classic” Personnel. The City shall provide the PERS 2% @ 55 retirement formula for all miscellaneous personnel. Effective July 1, 2015, employees will contribute 2% of the employee “pickup” for Public Employees Retirement System

benefits. Effective January 1, 2016, employees will contribute 4% of the employee “pickup” for Public Employees Retirement System benefits.

C. Miscellaneous PEPRA New Hires. For employees hired on or after January 1, 2013 and classified as “new” members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% at 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA these employees and the City are each responsible for paying one-half of the normal cost of this retirement plan.

2.26 Mileage Reimbursement. Employees required to use their private vehicle for authorized City business or training shall receive reimbursement at the rate set forth by IRS.

2.27 Dues Deductions. The City will deduct, without charge, dues from the pay of those employees who individually provide written authorization for such dues in an amount certified be current and correct by the President of the POA by the 10th of the month following the month of deduction. Dues in this context mean any deduction voluntarily authorized by a POA member and City Employee.

2.28 Automatic Deposit. The City shall deposit for those employees who so request paychecks to employee accounts in a bank, credit union or savings and loan association per existing City policy.

2.29 Safety Equipment. The City shall supply all officers with adequate safety equipment. The City may issue patrol rifles upon officers completing necessary training and the rifles being available. Personal rifles may be authorized for use by officers upon the approval of the Chief of Police.

2.30 Recognition for Investigation Work. After a minimum of two (2) years tenure with the City, an officer will be recognized for satisfactory completion or authorized investigative work performed by that officer in the form of an acknowledgment letter written by the Chief of Police and placed in the officer's personnel file.

2.31 Incentive Pay for Special Assignments. Police Officers assigned to Special Assignments will be entitled to a premium above their base salary payable with the normal payroll, with a maximum of two (2) assignments. These Officers must satisfactorily perform their Special Assignments as well as their regular patrol duties. In the event an Officer resigns from their Special Assignment or the assignment no longer exists, the Officer will lose the premium pay. The Special Assignments for the period of the MOU are:

- K-9 Officer 3%
- School Resource Officer (SRO) 3%
- Motor Officer 3%
- Narcotics Officer 3%

Police Officers covered by this MOU are eligible for incentive pay at the rate of 4% for Field Training Officer assignments, but only on shifts when they are actually training other Police Officers (reserve or regular). Effective on July 2, 2016, Corporals and Sergeants are not eligible for the 4% Field Training Officer incentive pay.

Police Officers covered by this MOU are eligible for incentive pay at the rate of 4% for Senior Officer Assignments. Senior Officer Assignments will be at the discretion of the Chief and shall have a term of not greater than 3 years. Corporals and Sergeants are not eligible for the 4% Senior Officer Assignments or compensation

2.31 Movie /Special Events Assignments. All employees represented by the POA who are assigned to a movie/commercial detail or a special event detail shall be compensated at the rate of \$40.00 per hour.

2.32 Shift Differential. An employee whose shift covers 1900 – 0700 shall be paid a shift differential of \$1.00 per hour for the duration of said shift.

3. DISCIPLINARY ACTION.

3.01 Disciplinary action shall be in accordance with the City's Personnel Manual and the Guadalupe Police Department Police Manual.

4. GRIEVANCE PROCEDURES.

4.01 Employees covered by this MOU may file grievances in accordance with the following rules and procedures:

A. Grievances may be filed concerning the interpretation of this MOU, other rules and regulations concerning terms and conditions of employment, directions of supervisors and disciplinary actions, but may not be filed for rejecting during probation.

B. The Police Department shall allow a grieving employee time off from regular duties without loss of pay when such time off is reasonably necessary for the drafting of a grievance.

C. Time limits specified herein may be extended with the written approval of both parties.

D. Failure of a grieving employee to file an appeal within the specified time limits shall constitute abandonment of a grievance.

E. An aggrieved employee may be accompanied by and assisted by representative of the employee's choice but must be personally present and participate in discussions at each formal step in the proceedings.

F. No grievance shall be acted on unless filed within thirty (30) days of the time the

grieving employee had first knowledge of the matters on which the grievance is based.

G. In each grievance filed, the grieving employee shall state the action the employee wishes taken to cure the grievance, as well as specific and pertinent information as to the matter grieved. The steps in the procedure shall be as follows:

Step No. 1: The employee shall discuss the matter with the immediate supervisor, clearly stating that a grievance is being commenced. The supervisor shall refer the employee to the next level of supervision, if the matter is beyond the immediate supervisor's control, or shall respond verbally or in writing within five (5) days if the matter is within the scope of his/her control. If the employee is unsatisfied with the supervisor's response or is referred to the next level of supervision, the employee shall file a written grievance within five (5) days to the next level of supervision.

Step No. 2: On receipt of a grievance by the second level supervisor, that supervisor shall either refer the grievance to the next level of supervision, if the matter is beyond the second level supervisor's control, or schedule a meeting with the grieving employee to discuss the matter. The meeting shall be scheduled within five (5) days, and the second level supervisor shall respond in writing giving the reason for the decision made within five (5) days after completion of the meeting.

Step No. 3: The process shall continue through higher levels of supervision in the same manner as described in Step No. 2 until the employee is satisfied or the City Council is reached. A grievance to the City Council shall also state whether the grieving employee desires a closed or open hearing. Such grievance shall be scheduled for the next regular City Council meeting for which the agenda is open. The City Council shall hold such hearing and may make additional investigations into the matter. It shall direct a decision in writing with the reasons thereof within a reasonable time, and such decision shall be final.

5. EMPLOYMENT STATUS.

5.01 Personnel Files. An employee may inspect and copy his/her personnel file as required by law

5.02 Probationary Period. All appointments shall be tentative and subject to a probationary period of twelve (12) months. The Chief of Police, with consent of the City Administrator, may extend the probationary period for specified cause(s). The extension shall be provided in writing to an employee. All probationary employees who are being placed on an extended probationary period shall be given written notice of the extension prior to the expiration of their probationary period. In the event notice is not give, the employee shall be considered to have successfully completed the probationary period.

An employee who is in a position that is reclassified shall be required to complete an additional probationary period. The probationary period shall be regarded as part of a continuing testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the position and for rejecting any probationary employee whose performance does not meet the required

standard.

5.03 Demotion. Demotion of an employee to a lower class shall result in reduction of salary. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made. Demotion can be made for cause, which shall be provided to the employee in writing by the Chief of Police prior to any action taking place. The demoted employee may appeal demotion for disciplinary reasons through the grievance procedure. Demotion for any other reason is not appealable.

5.04 Lay-Off. Whenever, in the judgment of the City, it become necessary to make a reduction in force, whenever possible, the reduction shall be accomplished through attrition. Employees subject to a reduction in force shall be given at least thirty (30) working days notice prior to the effective date of the layoff, or thirty (30) days severance pay in lieu of notice. The POA shall receive concurrent notice and may be granted an opportunity to meet and consult with the City to discuss the proposed alternatives to a reduction in force.

When one (1) or more employees performing in the same class in the Police Department are to face reduction in force, the Chief of Police and the POA representative shall meet to discuss the procedures and order of lay-off.

5.05 Part-Time Employees. Part-time employees in represented classifications shall receive pro-rated benefits base on their percentage of FTE status.

6. POLITICAL ACTIVITIES. Pursuant to the City's Personnel Policy Manual and California Law.

7. MISCELLANEOUS.

7.01 Conclusiveness. It is not the intent of either party to change any plan, program, rule or regulation not specifically referred to in this MOU by the execution of the MOU. The parties may mutually agree to meet and confer on any matter at any time. This MOU is intended to be the full and final definition of wages, hours and working conditions for the period specified. However, other rules and policies set out in the City Personnel Policy Manual and the Administrative Procedures may apply. When in conflict with other policy documents, this MOU shall control.

7.02 Saving Clause. If any article or section of the MOU or any addendum thereof should be held to be invalid by operation or law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be restrained by such tribunal or by enactment of a superseding rule, regulation, law or order by any governmental authority other than the City, such article or section shall be immediately suspended and be of no force and effect, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such article or section. Invalidation of a part or portion of this MOU shall not invalidate

any remaining portion, unless those remaining portions were contingent upon the Operation of the invalidated article or section.

7.03 Non-Discrimination. Both the City and the POA agree that they shall not unlawfully discriminate against any employee on the basis of age, race, sex, handicap, creed, color, national origin, or ancestry. Neither the City nor the POA shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of the exercise of rights to engage or not engage in lawful POA activity.

7.04 City Rights Clause. The POA recognizes the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respect subject to this MOU.

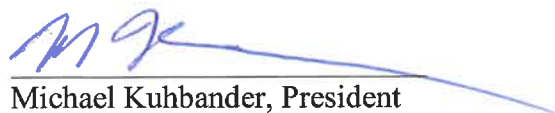
The City has and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of the MOU.


The exclusive rights of the City shall include, but not be limited to: the right to determine the organization of the City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administration and employment rules and regulations consistent with law and specific provisions of this MOU, to direct its employees; to classify and reclassify positions, to take disciplinary action for just cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to determine whether goods or services shall be made; purchased or contracted for; to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule assigned work and overtime; and to otherwise act in the interest of efficient service to the community.

For the City:


Ariston Julian, Mayor

For the POA:


Michael Kuhbander, President


Todd Bodem, City Administrator

EXHIBITS

CITY OF GUADALUPE
POA Employee Payscale

Effective August 19, 2023 - \$5.00 COLA

Range	A	B	C	D	E	F
159	32.098	33.703	35.388	37.157	39.015	40.966

Range	A	B	C	D	E	F
171	34.222	35.933	37.729	39.616	41.597	43.676

Range	A	B	C	D	E	F
182	36.401	38.221	40.132	42.139	44.246	46.458

Range	A	B	C	D	E	F
192	38.600	40.530	42.556	44.684	46.918	49.264

Range	A	B	C	D	E	F
202	44.722	46.958	49.306	51.771	54.359	57.077

Range	A	B	C	D	E	F
120	26.719	28.055	29.458	30.931	32.478	34.101
121	26.833	28.175	29.584	31.063	32.616	34.247
122	26.948	28.296	29.711	31.196	32.756	34.394
123	27.064	28.417	29.838	31.330	32.896	34.541
124	27.182	28.541	29.968	31.466	33.039	34.691
125	27.299	28.664	30.098	31.603	33.183	34.842
126	27.419	28.790	30.229	31.741	33.328	34.994
127	27.538	28.915	30.361	31.879	33.473	35.146
128	27.660	29.043	30.495	32.020	33.621	35.302
129	27.783	29.173	30.631	32.163	33.771	35.459
130	27.907	29.302	30.767	32.306	33.921	35.617
131	28.031	29.433	30.905	32.450	34.072	35.776
132	28.160	29.568	31.047	32.599	34.229	35.940
133	28.286	29.701	31.186	32.745	34.382	36.101
134	28.415	29.836	31.328	32.894	34.539	36.266
135	28.546	29.974	31.472	33.046	34.698	36.433
136	28.679	30.113	31.619	33.200	34.860	36.603
137	28.812	30.253	31.765	33.354	35.021	36.772
138	28.946	30.394	31.913	33.509	35.184	36.944
139	29.081	30.535	32.061	33.664	35.348	37.115
140	29.217	30.678	32.212	33.823	35.514	37.290
141	29.357	30.825	32.366	33.984	35.684	37.468
142	29.497	30.971	32.520	34.146	35.853	37.646
143	29.636	31.118	32.674	34.308	36.023	37.824

Range	A	B	C	D	E	F
144	29.781	31.270	32.834	34.476	36.199	38.009
145	29.925	31.421	32.992	34.642	36.374	38.193
146	30.070	31.573	33.152	34.810	36.550	38.378
147	30.218	31.729	33.315	34.981	36.730	38.566
148	30.365	31.884	33.478	35.152	36.909	38.755
149	30.515	32.040	33.642	35.324	37.091	38.945
150	30.666	32.200	33.810	35.500	37.275	39.139
151	30.820	32.361	33.979	35.677	37.461	39.334
152	30.974	32.523	34.149	35.856	37.649	39.532
153	31.131	32.688	34.322	36.038	37.840	39.732
154	31.287	32.852	34.494	36.219	38.030	39.931
155	31.446	33.018	34.669	36.402	38.222	40.134
156	31.608	33.189	34.848	36.591	38.420	40.341
157	31.770	33.358	35.026	36.777	38.616	40.547
158	31.935	33.532	35.208	36.969	38.817	40.758
159	32.098	33.703	35.388	37.157	39.015	40.966
160	32.266	33.879	35.573	37.352	39.219	41.180
161	32.435	34.057	35.760	37.548	39.425	41.396
162	32.606	34.236	35.948	37.746	39.633	41.614
163	32.778	34.417	36.138	37.945	39.842	41.834
164	32.953	34.601	36.331	38.147	40.055	42.057
165	33.126	34.783	36.522	38.348	40.265	42.279
166	33.305	34.971	36.719	38.555	40.483	42.507
167	33.486	35.160	36.918	38.764	40.702	42.737
168	33.666	35.349	37.117	38.973	40.921	42.967
169	33.849	35.541	37.318	39.184	41.144	43.201
170	34.033	35.735	37.522	39.398	41.368	43.436
171	34.222	35.933	37.729	39.616	41.597	43.676
172	34.409	36.129	37.936	39.832	41.824	43.915
173	34.598	36.328	38.145	40.052	42.055	44.157
174	34.791	36.530	38.357	40.275	42.289	44.403
175	34.985	36.734	38.571	40.499	42.524	44.650
176	35.181	36.940	38.787	40.727	42.763	44.901
177	35.381	37.150	39.007	40.957	43.005	45.156
178	35.580	37.359	39.227	41.188	43.247	45.410
179	35.782	37.571	39.449	41.422	43.493	45.668
180	35.985	37.784	39.674	41.657	43.740	45.927
181	36.191	38.001	39.901	41.896	43.990	46.190
182	36.401	38.221	40.132	42.139	44.246	46.458
183	36.610	38.440	40.362	42.381	44.500	46.725
184	36.823	38.664	40.597	42.627	44.758	46.996
185	37.037	38.889	40.833	42.875	45.019	47.269
186	37.255	39.118	41.074	43.127	45.284	47.548
187	37.472	39.346	41.313	43.378	45.547	47.825

Range	A	B	C	D	E	F
188	37.694	39.579	41.558	43.636	45.818	48.108
189	37.917	39.812	41.803	43.893	46.088	48.392
190	37.870	39.764	41.752	43.840	46.032	48.333
191	38.369	40.288	42.302	44.417	46.638	48.970
192	38.600	40.530	42.556	44.684	46.918	49.264
193	38.831	40.773	42.812	44.952	47.200	49.560
194	39.066	41.019	43.070	45.224	47.485	49.859
195	39.303	41.268	43.332	45.498	47.773	50.162
196	39.542	41.519	43.595	45.774	48.063	50.466
197	39.784	41.774	43.862	46.055	48.358	50.776
198	40.030	42.031	44.133	46.339	48.656	51.089
199	40.275	42.289	44.403	46.623	48.955	51.402
200	40.524	42.551	44.678	46.912	49.258	51.721
201	40.777	42.815	44.956	47.204	49.564	52.042
202	44.722	46.958	49.306	51.771	54.359	57.077
203	45.005	47.256	49.619	52.099	54.704	57.440
204	45.291	47.555	49.933	52.430	55.051	57.804
205	45.579	47.858	50.251	52.764	55.402	58.172
206	45.872	48.166	50.574	53.103	55.758	58.546
207	46.165	48.473	50.897	53.442	56.114	58.920
208	46.462	48.786	51.225	53.786	56.475	59.299
209	46.763	49.101	51.556	54.134	56.841	59.683
210	47.068	49.421	51.892	54.487	57.211	60.072
211	47.373	49.741	52.228	54.840	57.582	60.461
212	47.682	50.066	52.569	55.198	57.958	60.855
213	47.994	50.394	52.914	55.559	58.337	61.254
214	48.309	50.725	53.261	55.924	58.720	61.657
215	48.628	51.059	53.612	56.293	59.107	62.063
216	48.951	51.398	53.968	56.666	59.500	62.475
217	49.276	51.740	54.327	57.044	59.896	62.890
218	49.604	52.084	54.688	57.422	60.294	63.308
219	49.935	52.432	55.054	57.806	60.697	63.732
220	50.270	52.784	55.423	58.194	61.104	64.159
221	50.609	53.140	55.797	58.587	61.516	64.592
222	50.952	53.499	56.174	58.983	61.932	65.028
223	51.297	53.862	56.555	59.382	62.351	65.469
224	51.645	54.227	56.939	59.785	62.775	65.913
225	51.998	54.597	57.327	60.194	63.203	66.364
226	52.352	54.969	57.718	60.604	63.634	66.816
227	52.712	55.347	58.115	61.021	64.072	67.275
228	53.075	55.729	58.515	61.441	64.513	67.739
229	53.441	56.113	58.919	61.865	64.958	68.206
230	53.809	56.499	59.324	62.290	65.405	68.675