

AGREEMENT

BETWEEN

CITRUS HEIGHTS POLICE EMPLOYEES'
ASSOCIATION

AND

CITY OF CITRUS HEIGHTS

10/01/23 through 6/30/26

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ARTICLE 1 INTRODUCTORY CLAUSES

SECTION 1.1 PREAMBLE

This Agreement (Agreement) is entered into between the City of Citrus Heights (City) and the Citrus Heights Police Employees' Association (CHPEA). It is the intent and purpose of this Agreement to assure harmonious labor relations between the parties hereto, to provide an equitable and peaceful process of resolving differences which may arise, and to establish rates of pay, wages, hours of employment and other terms and conditions of employment.

SECTION 1.2 PERSONNEL RULES

The City personnel rules, regulations and/or policies of the Citrus Heights Police Department ("CHPD"), which are not in conflict with this agreement, shall remain in full force and effect unless modified after applicable process. No employee shall suffer any loss of wages, hours or other conditions of employment by reason of signing this agreement.

ARTICLE 2 RECOGNITION

SECTION 2.1 DEFINITION OF BARGAINING UNIT

Pursuant to the Meyers-Milias-Brown Act, the City of Citrus Heights recognizes the Citrus Heights Police Employees' Association (CHPEA) as the sole and exclusive representative for all employees in the classifications of Community Services Officers, Crime Scene/Property and Evidence Specialists, Police Records Technician, Police Dispatchers, Police Crime Analysts, Code Enforcement Officers, and Animal Services Officers.

SECTION 2.2 CREATION OF NEW CLASSIFICATIONS

If the City creates a new job classification in the Police Department that the City intends to add to the Bargaining unit, the City shall forward the new job class description and proposed wage to the CHPEA for review. The City agrees to meet and confer with the CHPEA, if requested, regarding compensation and benefits for the new job classification.

ARTICLE 3 ASSOCIATION SECURITY

SECTION 3.1 ASSOCIATION DUES DEDUCTION

Following receipt of notice from the CHPEA that written authorization has been provided to the Association by members in the unit, the City shall deduct from the paychecks of employees, CHPEA dues in the amount to be determined annually by the CHPEA every two weeks for a maximum of twenty-four (24) deductions per year. The City shall provide a check or directly deposit said dues into a bank account designated by the CHPEA within five (5) business days of each regular paycheck. The CHPEA agrees to have any fees associated with the direct deposit deducted from each direct deposit. CHPEA also agrees to notify the City when it has received notification from a unit member revoking such dues deduction authorization.

The CHPEA, in consideration for and as a condition of the city withholding and transmitting payroll deductions shall hold harmless the City of Citrus Heights, its officers, and employees from any liability that may result from making, changing or canceling requested deductions.

SECTION 3.2 NONCOMPETITION WITH THE CHPEA

The City agrees there will be no aid, promotion or financing of any labor organizations which represent the employees of the CHPEA. Any such activities involving the City or its agents is prohibited, unless permitted under the Meyers-Milius-Brown Act or the City's Employer/Employee Relations Policy.

ARTICLE 4 EMPLOYER SECURITY

The Association agrees that during the term of this Memorandum of Understanding the CHPEA, its agents, nor any bargaining unit employee shall participate, engage, encourage, sanction, or support any of the following:

- Strikes;
- Mass resignations;
- Mass absenteeism;
- Picketing which would involve suspension of or interference with normal work of this department; or
- Any other similar actions, which precludes the department from carrying out its functions or obligations.

Violation of this section of the agreement shall be grounds for discipline.

ARTICLE 5 MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California, and of the United States, including but not limiting the generality of the foregoing, the right:

- To set standards and levels of service;
- To determine the procedures and standards of selection for employment;
- To assign work to and direct its employees;
- To determine the methods and means to relieve its employees from duty because of lack of funds or other lawful reasons;
- To determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on workload and safety and any other matter within the scope of representation;
- To determine methods of financing;
- To determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;
- To make all decisions relating to merit, necessity or organization of City service;
- To discharge, suspend, demote, reprimand, or otherwise discipline employees for just cause in accordance with applicable laws;
- To establish employee's performance standards including, but not limited to, quality and standards, and to require compliance therewith;
- To take necessary actions to carry out its mission in emergencies; and
- To exercise complete control and discretion over its organization and the technology of performing its work.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

Nothing herein shall be deemed as a waiver by the Citrus Heights Police Employees' Association or its Members of rights granted under Meyers-Milias-Brown Act (Government Code Sections 3500-3511, as amended).

ARTICLE 6 DELIVERY OF POLICE SERVICES

SECTION 6.1 DELIVERY OF POLICE SERVICES

The delivery of police services in the most efficient and effective manner is of mutual importance and interest to both the CHPEA and the City. Work procedures, schedules, and assignments for improving services shall be established and revised from time to time in accordance with this agreement.

SECTION 6.2 VEHICLE READINESS

Employees in the classifications of Community Services Officers, Code Enforcement, Crime Scene/Property and Evidence Specialists, and Animal Services Officers, shall be afforded the opportunity to ready vehicles as follows:

- Members shall arrive for the beginning of their shift on time and in uniform. On the first and subsequent shifts of their workweek, employees in the classifications listed above after reporting for duty to their assigned supervisor, will be allowed ten (10) minutes to set up and prepare their assigned vehicle.

ARTICLE 7 WORK RULES – EXISTING BENEFITS

SECTION 7.1 MAINTENANCE OF BENEFITS

Unless specifically provided for in this MOU, nothing should be deemed to have eliminated or superseded a benefit in an existing policy, rule or binding past practice.

SECTION 7.2 PRIMACY OF AGREEMENT

The terms and conditions of this Agreement shall have control over ordinances and resolutions of the governing body of the City where there is a conflict with a provision of this Agreement.

ARTICLE 8 ASSOCIATION BUSINESS AND MEETINGS

SECTION 8.1 ASSOCIATION MEETINGS

The City will allow elected CHPEA Board Members who are scheduled to work during predetermined Board and Membership meetings release time to attend scheduled Board and Membership meetings, with

a minimum of fourteen (14) days prior notice given to the City, for up to two (2) hours per month, except in cases of emergency, in which the impact of staffing would not permit the Police Department to operate safely or if the meeting conflicts with Department mandated training. On-duty personnel shall be required to monitor radio and respond in the event of an emergency.

SECTION 8.2 RELEASE TIME FOR IA INTERVIEWS AND GRIEVANCES

The City will allow CHPEA Board Members and Shop Stewards adequate release time to represent members during internal affairs interviews and grievance meetings while on duty, except in cases of emergency in which the impact of staffing would not permit the Police Department to operate safely. This provision will apply to one representative per involved member. Employees will not receive pay for off-duty time spent performing these Association representative duties.

SECTION 8.3 TIME OFF FOR ASSOCIATION TRAINING AND CONFERENCES

The City will allow CHPEA Board Members to utilize their accrued time off to attend Association training and conferences of State and/or National Law Enforcement Associations, under the same terms and conditions required for all other time-off requests.

SECTION 8.4 MANAGEMENT LABOR MEETINGS

Employees who would otherwise be working their assigned shift shall be released from their regular duties to attend meet and confer, negotiation and other labor-management meetings, and will be paid for this time during their assigned shift as if they were performing their regular duties. The intent of this section is not to create overtime for any CHPEA member. This article is not subject to grievance.

SECTION 8.5 LIST OF CHPEA BOARD MEMBERS AND SHOP STEWARDS

On January 1st of each year, the CHPEA shall provide the City with a list of the elected Board Members of the CHPEA, and any members who are assigned as Shop Stewards. The CHPEA may update this list as new members are appointed to the Board or to steward positions.

SECTION 8.6 ASSOCIATION COMMUNICATION

The City shall provide a location in the Department where a bulletin board may be placed at CHPEA's expense to post association business documents. The City shall allow the use of the internal email system for notices of meetings. The City shall allow the use of any City facility that the public may use for the holding of association meetings, with the same reservation and use requirements.

ARTICLE 9 MEMBERS RIGHTS

SECTION 9.1 PRESUMPTION OF INNOCENCE

All CHPEA represented employees shall be treated fairly and equitably during internal investigations. CHPEA represented employees will be presumed innocent of all allegations until proven otherwise. This article shall not be interpreted to be related to the application of administrative leave by the Department. This article is not subject to grievance.

ARTICLE 10 DISCIPLINE

SECTION 10.1 PROCEDURE

Disciplinary matters shall be handled in accordance with applicable provisions from the Citrus Heights Personnel Rules and Regulations and the Citrus Heights Police Department Policy Manual.

SECTION 10.2 DISCIPLINARY APPEAL – MAJOR DISCIPLINE

When major discipline action, as defined in Citrus Heights Personnel Rules and Regulations §6.4, has been taken, the employee shall continue to have the right to appeal. All matters will be referred to the Office of Administrative Hearings in Sacramento, California. An Administrative Law Judge (ALJ) will be the hearing officer and will prepare an advisory recommendation following the evidentiary hearing. The written advisory recommendation will be sent to the City Manager for final ruling. The parties will have the opportunity to meet following receipt of the advisory recommendation. The City Manager shall send his/her final decision of written findings and decision, along with a proof of service of mailing, to each of the parties and each of the parties' representatives within twenty (20) working days of the receipt of the ALJ's recommendation.

The City shall bear the cost of the Administrative Law Judge and facility. The transcription costs shall be borne by the party requesting the transcription or may be shared if mutually agreed upon. Each party shall be responsible for their own costs associated with expert testimony or other costs associated with the presentation of their case.

The City Manager's decision shall be final, subject only to review by a judicial administrative writ of mandamus action.

SECTION 10.3 INTERNAL AFFAIRS

The Chief of Police shall designate an investigator to perform internal affairs investigations, and they shall be performed in the most expeditious manner possible.

ARTICLE 11 SALARY

SECTION 11.1 RATES OF PAY DEFINED

Base Rate of Pay - Base rate of pay shall be defined as the base hourly rate of pay that an employee receives in the salary step system.

Regular Rate of Pay - Regular rate of pay shall be as defined by the Fair Labor Standards Act (FLSA), i.e., as the employee's base hourly rate of pay, plus all required additional compensation converted to an hourly rate.

SECTION 11.2 OVERTIME

Overtime shall be paid under this MOU for any hours worked outside an employee's prescheduled hours. Overtime shall be paid at 1.5 times the employee's base rate of pay.

FLSA overtime is hours actually worked over the applicable FLSA overtime threshold of forty (40) hours in the applicable seven (7) day workweek. Despite the City's agreement to pay overtime under the MOU for hours worked outside an employee's prescheduled hours, the threshold for FLSA overtime for all employees remains hours actually worked beyond 40 hours during the applicable seven (7) day workweek.

Effective as of the date when the Police Dispatcher I/II classifications and the Police Records Technician classification transition to a forty (40) hour workweek, the following overtime policy shall be in effect:

Overtime Compensation: Overtime pay will be paid for any hours worked beyond an employee's regularly scheduled work hours. All paid time will count towards the calculation of overtime.

Overtime Rate: Overtime compensation will be paid at a rate of one and one-half (1.5) times the employee's regular rate of pay.

Advance Authorization: Overtime work must receive prior authorization from the Police Chief or an authorized designee.

SECTION 11.3 SALARY ADMINISTRATION

The City has a ten (10) step pay system with the difference between each successive step being approximately two and one-half percent (2.5%). The ten (10) steps pay system will be based on the current maximum salary range for step 10. Employees will advance to the next step in the step compensation schedule effective with the pay period in which their position anniversary date falls based upon satisfactory job performance.

SECTION 11.4 SALARY ADJUSTMENTS

Effective the first full pay period in October 2023, the represented classifications will receive the following equity adjustments to be brought to the comparable market median:

Code Enforcement Officer I/II	2.67%
Community Services Officer I/II	8.02%
Crime Scene/Property and Evidence Specialist I/II	8.02%
Police Crime Analyst	9.07%
Police Dispatcher I/II	5.22%
Police Records Technician (re-class)	2.55%

Effective the first full pay period in October 2023, all represented classifications will receive a base salary increase of three percent (3.0%) Cost of Living Adjustment (COLA).

Effective the first full pay period following July 1, 2024:

1. A zero to four percent (0% - 4%) cost of living adjustment for all represented classifications based upon the April Consumer Price Index Calculator, San Francisco Bay, Urban Wage Earners and Clerical Workers (SF/Oakland/Hayward) CPI-U;

Effective the first full pay period following July 1, 2025:

1. Between a zero to four (0% - 4%) cost of living adjustment for all members of the bargaining unit based upon the April Consumer Price Index CPI-U SF/Oakland/Hayward.

SECTION 11.5 ADVANCEMENT FROM ENTRY LEVEL TO JOURNEY LEVEL WITHIN CLASSIFICATION

Employees hired into the entry level classification of Community Services Officer I, Crime Scene/Property and Evidence Specialist I, Police Dispatcher I, Code Enforcement Officer I, and Animal Services Officer I shall advance automatically, on the beginning of the pay period that their anniversary date falls within, to the journey level II classification after the successful completion of twenty-four (24) months of service at the entry level I classification and an overall evaluation rating of "meets expectations or higher". An employee that advances from an entry level I classification to the journey level II classification will remain at the same step level on the journey level classification band, which constitutes an approximately ten

percent (10%) salary increase, until the employee advances to the next salary step at the beginning of the pay period of which their anniversary date falls within, until they reach top step.

ARTICLE 12 SENIORITY FOR ANNUAL LEAVE SELECTION AND SHIFT BID

SECTION 12.1 SENIORITY DEFINED/PURPOSE

For purposes of this Article, seniority is defined as the date of hire as a benefited employee into a classification represented by CHPEA. However, seniority resets upon moving from one classification to another within the Police Department, except when moving from an entry level I classification to the journey level II classification. Seniority will be used to bid for shifts (days/swings/graves) and annual leave selection during the normal shift bid cycle.

SECTION 12.2 PROCEDURE FOR ANNUAL LEAVE SELECTION

Members will select their sabbatical and/or annual leave in accordance with seniority as that term is defined directly above, consistent with the scheduling ability of their unit. Sabbatical and/or Annual Leave selection will occur only upon completion of the unit's shift bid process. Members who enjoy both the sabbatical and annual leave benefit may utilize their seniority for one leave selection and will fall to the bottom of the list to pick the other. Any of these leaves may be adjusted or rescheduled in the event of exigent circumstances or staffing related emergencies.

SECTION 12.3 TIES IN HIRE DATE

If applicable, ties in hire date will be decided based on years of employment at the City. For employees hired by the City on the same date with no prior law enforcement experience, ties in hire date will be decided once by random drawing. For employees hired by the City on the same date with prior law enforcement experience, ties in hire date will be decided by total law enforcement experience within the classification.

SECTION 12.4 TEMPORARY REASSIGNMENT

The Chief of Police has the right to make temporary reassignments of employees, not to exceed 90 days, based on Departmental needs. This reassignment is not punitive. This article is not subject to grievance.

ARTICLE 13 SPECIAL COMPENSATION

SECTION 13.1 COMMUNICATIONS TRAINING OFFICER (CTO) PAY

The City reserves the right to determine the need for and to assign employees to serve as Communications Training Officers (CTO). Employees who are assigned as CTO's shall receive five percent (5%) of their base rate of pay for each hour worked as a CTO and for the full shift if the employee spends fifty percent (50%) or more of their shift performing CTO duties.

SECTION 13.2 TRAINING ASSIGNMENT PAY

All employees in the classifications other than Police Dispatcher who do not have a Senior classification title may be designated as trainers by the Police Chief or designee on an as needed basis. Those designated as trainers shall receive five percent (5%) of their base rate of pay for each hour worked training and for the full shift if the employee spends fifty percent (50%) or more of their shift performing training duties. This section only applies to employees who train other employees.

SECTION 13.3 ACTING SUPERVISOR PAY

The City shall pay any employee designated by the Department to serve in the capacity of acting supervisor five percent (5%) of the base rate of pay for all hours worked in that capacity. This is separate and distinct from out-of-class pay.

SECTION 13.4 BILINGUAL PAY

The City shall pay a bilingual pay incentive to CHPEA members an amount of \$100 per month above the employee's base rate of pay for employees certified by Human Resources as Spanish or Slavic speaking. Employees would be required to pass a proficiency test. The bilingual pay incentive would also apply to Employees passing a proficiency assessment in American Sign Language.

ARTICLE 14 EDUCATION

SECTION 14.1 EDUCATION INCENTIVE PAY

The City shall pay an education incentive of up to a maximum of two and one-half percent (2.5%) of base salary for the following advanced education, degrees and certificates:

- 2.5% for AA/AS Degree or equivalent
- 2.5% for Intermediate POST
- 2.5% for BA/BS Degree
- 2.5% for Advanced Post

Educational Incentive pay shall not apply to classifications that require the advanced education, degree or certificate as part of the classification's minimum job requirements or where the advanced education, degree or certificate does not enhance the employee's ability to do their job.

The classification of Police Dispatcher shall receive the above educational incentives to a maximum of seven and one-half percent (7.5%).

SECTION 14.2 TRAINING

Employees attending city approved training will be paid for the scheduled time of the class. Travel time shall be paid in accordance with CHPD Lexipol Policy. Employees will have the option of using a city vehicle (if one is available for use) or driving their personal vehicle. If using a personal vehicle, the employee will be reimbursed for mileage at the city rate. The employee's regular commute distance from their residence to work shall be deducted from the mileage if the employee drives directly to training from their residence.

ARTICLE 15 COURT

SECTION 15.1 COURT STANDBY

Employees shall receive two (2) hours of straight time at the base rate of pay for each day assigned to Court Standby time while off duty. However, the employee shall not be eligible for this standby pay if the employee also reports for a court appearance that day. Standby and Court appearance pay will not be paid for the same court proceeding on the same day. To be notified status does not qualify for Court Standby Pay.

SECTION 15.2 COURT APPEARANCE – OUTSIDE OF SCHEDULED WORK HOURS

Employees required to attend court outside of their scheduled work hours related to actions taken as an employee of the City of Citrus Heights shall receive the following compensation:

- Required in court more than two hours outside of a scheduled shift– four (4) hours minimum at one and one-half (1-1/2) times the base rate of pay.
- Required in court less than two hours outside of a scheduled shift – two (2) hours minimum at one and one-half (1-1/2) times the base rate of pay.

Any employee who receives an a.m. subpoena more than four (4) hours prior to a p.m. subpoena, shall receive the applicable minimum overtime for each subpoena, regardless of length of appearance.

Any employee ordered to return after the court's lunch break will receive compensation during the break period.

ARTICLE 16 CALL BACK PAY

CHPEA members, who are required to report for duty other than a scheduled shift, will be compensated four (4) hours at one and one-half (1-1/2) times their base rate of pay. A continuation or extension of a shift, as defined below, is not considered "Call Back" for the purpose of this section.

Shift Continuation: If called to report to their assigned shift thirty (30) minutes or less prior to the beginning of a shift, the employee will be compensated at one and one-half (1-1/2) times the base rate of pay.

Shift Extensions: Employees will be compensated at the rate of one and one-half (1-1/2) times the base rate of pay for hours worked after the end of their shifts.

ARTICLE 17 ON-CALL PAY

Employees required to remain in an on-call status shall receive one (1) hour of straight time pay for on-duty days and two (2) hours of straight time pay for off-duty days. On-call pay will be paid in addition to applicable call back pay.

On-Call duty requires that the employee:

- Be ready to respond to calls for service;
- Be available by phone, email, or radio; and
- Refrain from activities, which might impair the employee's ability to perform their assigned duties.

ARTICLE 18 SCHEDULES

SECTION 18.1 WORK SHIFTS AND WORK SCHEDULES

The Police Chief or designee shall establish work shifts and work schedules for all employees based on operational needs. The Police Chief, or designee, may change an employee's schedule with seven (7) days' notice, unless an emergency exists that requires schedule change. Non-emergency schedule changes with less than seven (7) days' notice shall result in overtime compensation for the first full shift of the changed schedule. Nothing in this section is meant to prohibit a schedule change as a result of a mutual agreement between the employee and the Police Chief or designee.

Due to the unique requirements of training, this section will not apply to members until after they have completed the initial training program.

SECTION 18.2 POLICE DISPATCHER WORK SCHEDULES

Notwithstanding Section 18.1 above, effective as soon as administratively feasible, but no later than January 1, 2024, the Police Dispatchers 3/12 work schedule shall consist of six (6) / twelve (12) hour workdays and one (1) eight (8) hour workday over a two-week work period. The eight (8) hour workday will remain the same day every other week. All days off in a workweek will be consecutive. Shift bidding will occur prior to the forty (40) hour schedule change and shifts will be selected pursuant to Article 12.

SECTION 18.3 POLICE RECORDS TECHNICIAN SCHEDULES

Notwithstanding Section 18.1 above, effective as soon as administratively feasible, but no later than January 1, 2024, the Police Records Assistant I and II classifications will be reclassified to the Police Records Technician classification and their work schedule will change from the four (4) nine (9) hour workdays to a four (4) ten (10) hour workdays each week. All days off in a workweek will be consecutive.

ARTICLE 19 EXTENSION OF PROBATION

CHPEA represented employees shall only have their eighteen (18) month probationary period extended due to a time period of longer than thirty (30) days during the member's probation based on a leave of absence or other restricted light duty during which the member was not performing the full regular duties of his/her position - including patrol duties - on a continuous basis. In such circumstance, the employee's probationary period will be extended for the same length of time as he/she did not perform the regular duties of the position.

ARTICLE 20 RETIREMENT BENEFITS

The City contracts with the California Public Employees' Retirement System (CalPERS) for retirement benefits for eligible employees. All employees regardless of hire date, pay the member contribution rate as determined by CalPERS. The retirement formula is determined by an employee's date of hire, classification and status with CalPERS.

CHPEA Employees subject to the provisions of the California Public Employees' Pension Reform Act (PEPRA) shall be eligible for the 2% @ 62 retirement formula, three-year average compensation method, as defined by the PEPRA legislation.

CHPEA Employees determined by CalPERS to be classic members, hired by Citrus Heights Police Department on or after August 15, 2011, shall be eligible for the 2% @ 55 retirement formula, three-year average compensation method.

CHPEA Employees hired prior to August 15, 2011, shall be eligible for the 2.7% @ 55 retirement formula, single highest year compensation method.

CalPERS has the final determination regarding determining an employee's status with CalPERS.

ARTICLE 21 PERSONNEL FILES

Employees may request access to his/her own personnel file(s) to the extent provided by law. Employees seeking the removal of any item from their personnel file shall file a written request to the Chief of Police through the chain of command. Employees may be restricted from accessing files containing ongoing Internal Affairs investigations to the extent that it could jeopardize or compromise the investigation pending

final disposition or notice to the employee of the intent to discipline or confidential portions of Internal Affairs files which have not been sustained against the employee.

ARTICLE 22 GRIEVANCE PROCEDURE

Grievances will be handled in accordance with the "Grievance Procedure" in the Citrus Heights Police Department Policy Manual (currently Policy 1007).

ARTICLE 23 HOLIDAY/LEAVE TIME

SECTION 23.1 HOLIDAYS

The City generally observes 12 holidays when the offices are closed. Two (2) floating holidays are also credited to employees at the beginning of each calendar year.

Holiday benefits are provided as follows:

- Communications Employees

Communications employees are provided with seven and a half percent (7.5%) of base salary holiday pay in-lieu of observing holidays.

- Patrol CSOs

Patrol CSOs assigned to active patrol duties will receive the Mini Sabbatical benefit in lieu of observing holidays.

The Mini Sabbatical is four continuous weeks of paid leave. The Mini Sabbatical is not an allotment of additional hours to be used in the same manner as Annual Leave. 160 hours (4 weeks of paid time off based on regularly scheduled hours worked per week) are banked as Sabbatical to be used in annual mini-sabbatical bundle. The 160 hours is calculated by taking 12 holidays times 8 hours times 1.5 (overtime – assuming holidays are worked) plus 16 floating holiday hours equals 160 hours $((12 \times 8 \times 1.5) + 16) = 160$. Sabbatical hours are not eligible for cash out. The hours are only accessible for use during the mandatory sabbatical. On July 1 of each year, the sabbatical schedule is determined and hours will be available for use during the fiscal year based on the sabbatical schedule. The sabbatical schedule can be modified at the Chief of Police's discretion.

- Non-Patrol CSOs and Records Employees

CSOs not assigned to patrol and records employees shall observe standard holidays. These employees will receive eight hours of paid leave when a holiday falls on or is observed on a scheduled work day. If an employee's shift is longer than eight hours, the employee may use accrued annual leave to make up the difference between the eight hours of paid holiday leave and the full shift. If a holiday falls on or is observed on a non-scheduled work day, the employee will accrue eight hours of holiday leave.

SECTION 23.3 ANNUAL LEAVE

Employees shall accrue annual leave as follows:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
Hire date -Year 4	136	272
Year 5 - Year 9	160	320
Year 10-Year 14	184	368
Year 15-Year 19	200	400
Year 20-Beyond	240	480

Once the maximum accrual limit has been reached, the Annual Leave accrual hours will be added to the Long-Term Medical Leave hours until the employee utilizes the Annual Leave hours thereby reducing the balance below the maximum accrual limit. At no time may an employee's Annual Leave hours exceed the maximum accrual limit.

For purposes of this section, "years of service" includes an employee's years of service at their most recent law enforcement employer.

SECTION 23.4 LONG TERM MEDICAL LEAVE

Employees accrue a total of 40 hours of Long-Term Medical Leave per year beginning on the date of hire. Long Term Medical Leave may be used for an illness or injury requiring the employee to be absent from work. An employee becomes eligible to use this leave only after he/she has utilized 24 hours of accrued leave.

A medical certification may be required. Employees may use their Long-Term Medical Leave for themselves or to care for their immediate family. Unused Long Term Medical Leave is not paid out upon termination of employment.

SECTION 23.5 BEREAVEMENT LEAVE

On the date of hire, full-time employees are entitled to five (5) unpaid days of Bereavement Leave per event due to the death of an eligible family member within thirty (30) days of service. The City will provide full-time employees with twenty-four (24) hours of Bereavement Leave per event due to the death of an eligible family member. The employee shall give notice to their immediate supervisor prior to taking such leave. The city shall authorize bereavement leave with pay for employees, when needed, due to the death of an eligible family member. An employee's leave must occur within three (3) months of the date of death and does not need to be taken consecutively. For purposes of this policy, "eligible family member" includes:

Spouse
Child (including step)
Parent (including in-laws, foster, step and adoptive)
Sibling (including step-siblings)
Grandparent (including step)
Grandchild (including step)
Registered Domestic Partner (including parents of registered domestic partner)
Child of registered domestic partner
A person who stood "in loco parentis" to an employee when the employee was a child

ARTICLE 24 UNIFORMS

SECTION 24.1 UNIFORMS

The City will provide new uniforms for CHPEA represented employees at no cost to the employee. Damaged or worn uniforms will be repaired or replaced with supervisor approval.

SECTION 24.2 UNIFORM ALLOWANCE BENEFIT

The City shall report a uniform allowance benefit at the appropriate rate biweekly to CalPERS for eligible employees as determined by CalPERS. Eligible employees shall be required to pay the employee contribution rate on the value of the uniform allowance benefit.

The Uniform Benefit is determined by the employee's classification per the following table:

Group	Annual	Bi-Weekly
CSI/CSO/CEO/	\$494.00	\$19.00
Records	\$104.00	\$4.00
Dispatch	\$104.00	\$4.00
Animal Services Officers	\$390.00	\$15.00

ARTICLE 25 HEALTH/WELFARE BENEFITS

SECTION 25.1 HEALTH BENEFIT

Effective October 1, 2023, the City will pay up to the following monthly amounts toward health insurance premiums:

- Employee only - \$925.00
- Employee Plus One - \$1,850.00
- Employee Plus Family - \$2,375.00

If an employee has qualifying outside health insurance coverage through a spouse, domestic partner or alternative retirement, the employee can cash-out six hundred dollars (\$600.00) per month or add this amount to deferred compensation, plus one hundred dollars (\$100) will be contributed by the City to a Health Reimbursement Account (HRA) or deferred compensation (457) plan.

SECTION 25.2 DENTAL INSURANCE

The City shall provide dental insurance coverage for all CHPEA employees. New employees become eligible for dental benefits the first day of the month following the date of hire. Dental premiums for fulltime employees and their dependents are paid 100% by the City.

SECTION 25.3 VISION INSURANCE

The City shall provide vision insurance coverage for all CHPEA employees. New employees become eligible for vision benefits the first day of the month following the date of hire. Vision premiums for fulltime employees and their dependents are paid 100% by the City.

SECTION 25.4 FLEXIBLE SPENDING ACCOUNT

The City offers employees the ability to use pre-tax dollars for (1) reimbursement of eligible medical expenses not covered by the insurance programs and for (2) dependent care. These two programs are called the “Medical Reimbursement Program” and the “Dependent Care Program”.

New employees shall become eligible to participate in the medical reimbursement program six months following the date of hire and become eligible to participate in the dependent care reimbursement program the first day of the month following the date of hire. Election amount(s) will be deducted over 24 pay periods.

SECTION 25.5 LONG TERM DISABILITY INSURANCE

The City shall provide long term disability insurance. New employees are enrolled into the Long-Term Disability program the first day of the month following the date of hire. The City pays for the cost of coverage. There is a 30-day waiting period; benefits are paid for the duration of a qualifying disability. Part-time regular employees working at least 20 hours per week qualify for this benefit. Since the City pays the premium on behalf of the employee, if an employee were to receive a benefit – the amount received would be taxable.

SECTION 25.6 LIFE INSURANCE

The City shall provide life insurance benefits for all CHPEA members. Basic Life Insurance/AD&D is effective on the first day of the month following the date of hire and upon the completion of the enrollment process. The City pays the premium for basic life and accidental death and dismemberment (AD&D).

Employees have the opportunity to purchase additional life insurance via a payroll deduction through the Additional Life Insurance Program for themselves, their spouse, domestic partner, and children. This is a portable benefit. Employees have a “guaranteed” amount of additional life insurance coverage that can be purchased without any review by underwriting if you apply within 31 days of becoming eligible.

SECTION 25.7 ON-DUTY PHYSICAL FITNESS PROGRAM

All Community Services Officer (CSO's) who are assigned to records and data compliance or patrol will participate in an on-duty physical fitness program. CSO's will receive one hour of paid time during each regularly scheduled shift to complete a forty (40) minute exercise regime.

ARTICLE 26 SEVERABILITY

Should any section, clause, or provision of this Agreement be declared illegal by final judgment by any court of competent jurisdiction, such invalidation of said section, clause, or provision shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect. In the event of such invalidation, the CHPEA and City agree to meet and confer concerning substitute provisions for any part of this Agreement rendered or declared illegal.

ARTICLE 27 TERM

This Memorandum of Understanding (MOU) shall be in full force and effect for a two-year and nine-month period commencing on October 1, 2023 and ending at midnight on June 30, 2026.

CITY OF CITRUS HEIGHTS



Ashely J. Feeney, City Manager



Patrick Clark, Lead Negotiator

**CITRUS HEIGHTS POLICE
EMPLOYEES' ASSOCIATION
(CHPEA)**



Scott Kermgard, CHPEA President



John Coburn, CHPEA Representative