

MEMORANDUM OF UNDERSTANDING

Between the

City of Carmel-by-the-Sea

And the

Carmel-by-the-Sea Police Officers Association

For the period

July 1, 2022 through June 30, 2025

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**Memorandum of Understanding
Between
The City of Carmel-by-the-Sea
And
City of Carmel-by-the-Sea Police Officers Association**

ARTICLE 1: PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Cannel-by-the-Sea, hereinafter referred to as “City,” and the City of Carmel-by-the-Sea Police Officers Association, hereinafter referred to as “Association,” pursuant to California Government code Section 3500 et seq. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Existing practices and/or benefits which are not referenced in this MOU and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

ARTICLE 2: RECOGNITION

2.1 The City of Carmel-by-the-Sea recognizes the Association as the recognized and exclusive representative for the following non-exempt classifications:

Community Services Officer
Police Services Officer
Police Officer
Police Corporal*
Police Sergeant

*The City intends to eliminate the classification of Police Corporal during the term of this MOU and will eliminate positions as they become vacant. Once eliminated, the classification will be removed from the bargaining unit.

ARTICLE 3: TERM OF CONTRACT

3.1 The term of this MOU shall be from July 1, 2022, and continue through June 30, 2025. The POA and the City agree to commence bargaining for a subsequent MOU within 120 days prior to the end of this contract.

ARTICLE 4: PROBATION

4.1 Probationary Period: All original, promotional and re-hire appointments shall be tentative and subject to a probationary period. Original hires and re-hires shall be subject to an eighteen (18) month period of actual and continuous service. Promotional appointments shall be subject to a one (1) year period of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the numbers of days the employee is on leave.

4.2 Objective of Probationary Period: The probationary period shall be regarded as part of the selection process and shall be utilized for training and observation of the

probationary employee on work assignments and standards in order to evaluate the probationary employee's performance.

4.3 Rejection of Probationary Employee: During the probation period, an employee may be rejected at any time by the City Administrator upon recommendation of the Department Manager without cause and without the right of appeal. Notification of rejection shall be served on the probationary employee in writing. Any promoted employee who is rejected during the probationary period shall be entitled to return to the position held prior to promotion at the range and step held prior to promotion, unless the probationary employee is discharged, in which case no reinstatement shall occur.

4.4 Extension of Probation: All efforts will be made to sufficiently evaluate the probationary employee during the designated period. An extension of the probationary period, however, may be recommended by the Public Safety Director when good cause exists. Such extension shall be for a specific period of time not to exceed three (3) months.

ARTICLE 5: REDUCED STAFFING PROGRAM

5.1 The Reduced Staffing Program (Program), has been developed jointly between the City and Association. The Program is being adopted on a trial, pilot basis during the term of this agreement and will end automatically upon expiration of this agreement, unless the City decides to continue the reduced staffing levels beyond the term of this agreement. During the term of this agreement, the Program will implement the following:

- A. The City will reduce the budgeted positions to 13 total sworn positions, including 11 positions represented by the Association.
 - 1 Structural Transition Period: The rank structure to be followed during the Program includes a total department complement of 1 Chief, 1 Commander, 2 Sergeants, 8 Officers plus 1 Officer assigned as Detective. At no time during the Program shall the number of Officer positions exceed 9.
- B. The City will make direct contributions to deferred compensation (457 plans) for eligible employees in the amounts set forth below during the term of this agreement. Eligibility for contributions for the 2023-2024 and 2024-2025 fiscal years shall be limited to sworn unit members who performed the essential duties of their sworn positions for more than half of the regularly scheduled hours for the position in the prior fiscal year. Authorized hours taken off work due to the following types of leaves of absence shall count as regularly scheduled work hours for purposes of determining eligibility to receive the deferred contributions under this provision: illness or injury leave whether sick leave or workers compensation leave pursuant to Labor Code section 4850; leave under the Family Medical Leave Act, California Family Rights Act, or Pregnancy Disability Leave Law; leave provided as a reasonable accommodation under the California Fair Employment and Housing Act or Americans with Disabilities Act; or Military leave. Paid administrative leave time shall also count as regularly scheduled work hours under this section, unless the leave is due to an investigation, and the employee is terminated due to one or more sustained investigation findings. Total contributions shall be distributed evenly across the pay periods in each fiscal year for such eligible employees during the term of this agreement, as follows:

- For the 2022-2023 fiscal year: \$10,000, at a rate of approximately \$526.32 per pay period, starting with the pay period following ratification of this agreement and adoption by the City Council.
 - For the 2023-2024 fiscal year, \$15,000 at a rate of \$625 per pay period.
 - For the 2024-2025 fiscal year, \$20,000 at a rate of \$833.33 per pay period.
- C. The City will provide standby pay at a rate of \$150 per 24-hour period to employees assigned to standby status. The parties agree that the City will adopt a policy setting forth terms and conditions for employees on standby status, subject to applicable meet and confer obligations.

5.2 The City and Association agree that maintaining high levels of service and community safety and ensuring fiscally sustainable operations are top priorities. To that end, the City and Association agree to undertake a comprehensive review of the City's public safety performance under the first two years of the Program, commencing in July 2024 and concluding no later than December 31, 2024. The results of this review will be taken into account in, but shall not be solely determinative of, the City's decision whether to continue the Program beyond June 30, 2025. The City and Association agree to meet and confer regarding the effects, if any, from the City's decision, commencing in January 2025.

- A. The City and Association understand and agree that should the City decide to increase the number of budgeted Association positions effective on or after July 1, 2025, the need for fiscal sustainability will be a factor in determining the scope of meet and confer associated with that decision, including, but not limited to potential modification to one or more elements of total compensation for Association employees effective on or after July 1, 2025.

ARTICLE 6: BASE COMPENSATION

6.1. Base Rate of Pay

For purposes of this agreement, Base Rate of Pay shall mean the hourly rate of an employee as established by the City Council, and shall not include any overtime, holiday-in-lieu pay, incentive pay, allowances, or other supplemental benefit. Base pay is distinct from the "regular rate," which includes all remuneration paid to the employee for employment, except payments specifically excluded by the Fair Labor Standards Act.

6.2. Base Rate of Pay for Sworn Members

- A. Step placement effective the first pay period of July 1, 2022: To address the urgent conditions brought about by high vacancy rates and difficulty filling existing sworn vacancies, to compensate for the redefined scope of duties (as reflected in the job descriptions for Police Officer contained in Appendix A) and associated heightened standards of performance, and in recognition of the higher salaries offered by comparable police agencies, the City and Association agree to restructure the salary ranges in place as of June 30, 2022 to reduce the number of steps from 6 to 3, define each new step based on years of City service, and apply an increase to base rate of pay for the new steps. The resulting amount of increase for sworn unit members employed as of July 1, 2022 will be governed by the following rules:

1. Members with fewer than 12 months of continuous City service will be placed on Step 1.
 2. Members with fewer than 120 months but more than 12 months of continuous City service will be placed on Step 2.
 3. Members with more than 120 months of continuous City service will be placed on Step 3.
- B. Employees hired into sworn unit positions after July 1, 2022 will be placed on Step 1.
- C. The parties agree that the City will provide no further increases to base compensation during the term of this agreement. Individual employees on steps 1 and 2 remain eligible on their anniversary date to advance to step 2 and 3 upon completion of corresponding years of City service and satisfactory or better performance evaluation.
- E. The parties agree that the full amount of base compensation set forth in the tables below is intended to be PERSable as payrate for classic members and as base pay within the meaning of pensionable compensation for new members.

6.3 -Sworn Personnel Salary Tables:

July 1, 2022

TITLE	Pay	Step 1	Step 2	Step 3
Police Officer	Hourly	62.13	65.40	67.36
	Monthly	10,769.20	11,336.00	11,676.08
	Annual	129,230.40	136,032.00	140,112.96
Police Sergeant	Hourly	71.46	75.22	77.48
	Monthly	12,386.26	13,038.17	13,429.31
	Annual	148,635.10	156,458.00	161,151.74

July 1, 2023

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Step 1: 0-12 months

Step 2: 12-120 months

Step 3: More than 120 months

July 1, 2022

TITLE	Pay	Step 1	Step 2	Step 3
Police Corporal	Hourly	64.41	67.80	69.84
	Monthly	11,165.03	11,752.67	12,105.25
	Annual	133,980.40	141,032.00	145,262.96

July 1, 2023

TITLE	Pay	Step 1	Step 2	Step 3
Police Corporal	Hourly	64.41	67.80	69.84
	Monthly	11,165.03	11,752.67	12,105.25
	Annual	133,980.40	141,032.00	145,262.96

July 1, 2024

TITLE	Pay	Step 1	Step 2	Step 3
Police Corporal	Hourly	64.41	67.80	69.84
	Monthly	11,165.03	11,752.67	12,105.25
	Annual	133,980.40	141,032.00	145,262.96

Step 1: 0-12 months

Step 2: 12-120 months

Step 3: More than 120 months

6.4 Base Rate of Pay for Non-Sworn Members:

A. 2022/23 Salaries

Effective the first full pay period of July 2022, base rate of pay shall be increased by five percent (5.0%).

B. 2023/24 Salaries

Effective July 1, 2023, base rate of pay shall be increased by three percent (3%).

C. 2024/2025 Salaries

Effective July 1, 2024, base rate of pay shall be increased by three percent (3%).

ARTICLE 7: ACADEMIC EDUCATIONAL INCENTIVE PLAN

7.1 Payment Established: The City Council, having determined the acquisition of additional education by employees makes those employees more valuable to the City, does hereby establish an Academic Educational Incentive Pay Plan (AEIP).

7.2 Definitions: For the purpose of this program, the following definitions shall apply:

A. Satisfactory Completion shall mean a grade of “C” or better in any course.

- No more than one-third (1/3) of the total number of units considered for AEIP may be on a “credit only” or “pass/fail” basis (limit of 10 out of 30 units or 20 out of 60 units). Units earned with a “Credit Minus” grade will not be considered eligible under the AEIP program. For graduate level courses, a course grade of “B” or higher is needed to be considered as Satisfactory Completion under AEIP. To be eligible for the AEIP program, all coursework must be completed at an accredited educational institution.

B. College Level shall mean any post-high school educational institution accredited by the California State Department of Education, the Western Association of Schools and Colleges, or by equivalent organizations in other states and countries, or which have the prior approval of the City Administrator.

C. Job-Related shall mean any college level course related to technical or specialized aspects of the employee’s position, as well as courses meeting general educational degree requirements, which are reasonably job-related. The City Administrator’s determination of the eligibility of any course shall be final and shall be obtained prior to taking course.

D. Units shall mean semester units (two semesters to a full academic year). Each quarterly or trimester unit shall be counted at a value of .67% of a semester unit.

7.3 Eligibility.

In order for employees to be eligible for AEIP, all of the following conditions shall be met:

1. Employees who are not required to possess a college-level degree as a minimum qualification for their position, yet have earned one or more college-level degrees, are eligible to receive education incentive pay under this section..
2. For current employees seeking to obtain a college-level degree, the education, training or instruction shall be acquired at times when the City does not compensate the employee. Reimbursement to the employee by the City for the costs of books, tuition, or supplies shall not affect eligibility. Scholarships or veteran’s benefits shall not be considered AEIP compensation.

3. Credit shall not be given for work experience, even though an academic institution may have given credit for such experience, until such time as a degree is granted the employee by such institution.
4. The employee shall submit to the City Administrator through the Department Manager a list of courses and credits, together with transcripts or other proof of satisfactory completion, as may be required to verify the acquisition of claimed credits.

7.4 Payment of Academic Educational Incentive.

Employees who have or obtain the following degrees, subject to the limitations described elsewhere in Article 7, shall be paid the following annual benefit amount to be provided on a pro-rated, per-paycheck basis over the course of 24 pay periods. Employees holding multiple college-level degrees will be paid for the highest level completed only. The maximum total annual payment to an employee under this Section shall not exceed \$7,000 annually.

Associates	\$2,500
Bachelors	\$6,000
Masters	\$7,000

7.5 Timing

Timing of document submission: Completed documentation is expected to be submitted within 90 days of the date on which the grade for the course is released from the institution. Failure to submit information in a timely manner may result in delay or denial of EIP.

Time of payment: EIP shall be paid to eligible employees beginning with the pay period immediately following the one in which the City Administrator has verified that all documentation for completed degrees meets required expectations and is supported by an approved application for EIP. This verification period shall not exceed 60 calendar days. Following 60 calendar days after submission, if no challenge has been raised, the documentation will be accepted as complete and valid and the pay added beginning with the next available pay period.

ARTICLE 8: RETIREMENT

8.1 Retirement Benefits for Sworn Safety Members.

This Section 8.1 (including subsections) applies to sworn safety members who are contributing members of the California Public Employees' Retirement System (PERS).

- A. Retirement Benefits for Sworn Safety Members Hired On or Before November 1, 2011 Employees hired on or before November 1, 2011, shall be eligible to receive the 3% @ 50 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean single highest year of compensation. Employees covered by this section shall pay 100% of the required member contribution, which is 9%. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section 8.3 below.
- B. Retirement Benefits for Sworn Safety Members Hired After November 1, 2011, but Before January 1, 2013, and Classic Members as Determined by CalPERS

Employees hired after November 1, 2011, but before January 1, 2013, and for “classic” employees within the meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA”) who are hired on or after January 1, 2013, shall be eligible to receive the 2% @ 50 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the pensionable compensation earned during the 3 consecutive years of service immediately preceding the member’s retirement or the highest average pensionable compensation earned during 3 consecutive years of service.

Employees covered by this section shall pay 100% of the required member contribution, which is 9%. In addition, these employees shall pay a percentage of their compensation towards the employer’s contribution, as described in section 8.3 below.

- C. Retirement Benefits for Sworn Safety Members Hired On or After January 1, 2013 Employees hired on or after January 1, 2013, shall be eligible to receive the 2.7% @ 57 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the pensionable compensation earned during the 3 consecutive years of service immediately preceding the member’s retirement. Employees covered by this section shall pay 100% of the required member contribution. In addition, these employees shall pay a percentage of their compensation towards the employer’s contribution, as described in section 8.3 below.

8.2 Retirement Benefits for Miscellaneous Members.

This Section 8.2 (including subsections) applies to miscellaneous members who are contributing members of PERS.

- A. Retirement Benefits for Miscellaneous Members Hired On or Before November 1, 2011 Employees hired on or before November 1, 2011, shall be eligible to receive the 2% @ 55 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the highest average pensionable compensation earned during 3 consecutive years of service. Employees covered by this section shall pay 100% of the required member contribution, which is 7%. In addition, these employees shall pay a percentage of their compensation towards the employer’s contribution, as described in section 8.3 below.
- B. Retirement Benefits for Miscellaneous Members Hired After November 1, 2011, but Before January 1, 2013, and Classic Members as Determined by CalPERS Employees hired after November 1, 2011, but before January 1, 2013, and for “classic” employees within the meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA”) who are hired on or after January 1, 2013, shall be eligible to receive the 2% @ 60 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the highest average pensionable compensation earned during 3 consecutive years of service Employees covered by this section shall pay 100% of the required member contribution, which is 7%. In addition, these employees shall pay a percentage of their compensation towards the employer’s contribution, as described in section 8.3 below.

Retirement Benefits for Miscellaneous Members Hired On or After January 1, 2013
Employees hired on or after January 1, 2013, shall be eligible to receive the 2% @ 62 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the pensionable compensation earned during the 3 consecutive years of service immediately preceding the member's retirement. Employees covered by this section shall pay 100% of the required member contribution, which is 50% of the normal cost established by PERS. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section 8.3.

8.3 Retirement Cost Sharing.

The CITY shall pay the employer rate prescribed by the Public Employees' Retirement System (PERS) in accordance with the rules and regulations governing such employer contributions. Effective July 1, 2015, employees will pay a portion of the employer rate, as prescribed below.

- A. Classic sworn Employees shall pay 100% of the required member contribution rate (9%), plus an additional 3.0% of pensionable compensation towards the employer's contribution for a total of 12%.

Classic non-sworn employees shall pay 100% of the required member contribution rate (7%), plus an additional 3% of pensionable compensation towards the employer's contribution for a total of 10%.

For the duration of this contract, classic members, as defined by CalPERS (MOU sections 8.1. A. & B. and sections 8.2. A. & B.), shall contribute no more than 12% (sworn) or 10% (non-sworn) of pensionable compensation towards retirement.

- B. PEPRA employees shall pay 50% of the plan's total normal cost, plus an additional 3% of pensionable compensation.

In accordance with the side agreement reached by the parties (included as Appendix B to this Agreement), for the duration of this contract, Sworn PEPRA members, as defined by CalPERS (MOU sections 8.1 C. and sections 8.2 C.) shall pay no more than 16% of pensionable compensation towards retirement, unless required by law (i.e., if 50% of the Normal Cost exceeds 16%).

During the term of this agreement, the parties agree to work together further to take all steps reasonably required to address issues related to possible overpayment of cost-sharing amounts by PEPRA members and for the City to adopt and implement any required revisions or amendments to its contract with CalPERS and/or associated City resolutions to effectuate the previously agreed-to cost-sharing under this Article.

- C. For the duration of this contract, the City shall not impose any increases to the member contribution for classic or PEPRA members beyond those provided herein unless the employer contribution is reduced by a commensurate rate or as otherwise negotiated by the parties.

8.4 The CITY shall continue to maintain the following, contracted retirement options:

- A. Single Highest Year (only for employees hired on or before November 1, 2011).
- B. Fourth level of 1959 Survivors Benefit (\$2.00 per month cost to the employee).
 - 1. The City and the Association agree to monitor the funding of this option. When only two years of funding remain in this account the City and the Association agree to reopen negotiations on this issue to discuss future funding of this benefit.
- C. The City agrees to permit members, if they choose, to purchase military service credit as public service to the extent permitted by PERS, solely at the members' expense.
- D. Pursuant to Resolution No. 96-116 qualified members shall have the option to elect the pre-tax payroll deduction plan for their service credit purchases (i.e., redeposit, service prior to membership, military service, etc.).
- E. In accordance with Government Code Section 20965, upon retirement, members may elect to convert unused accumulated sick leave toward additional CalPERS service credit.

ARTICLE 9: DEFERRED COMPENSATION

9.1 The CITY offers employees the opportunity to participate in a deferred compensation plan on a voluntary basis through the payroll deduction plan.

Participation and contributions are regulated by the rules and regulations established by the Internal Revenue Service (IRS) for such plans (457 Plans). Nothing in this section shall prohibit or restrict this voluntary participation, in the plan(s) offered by the City.

9.2 Except as provided below for sworn safety unit members, the CITY shall make monthly contributions on behalf of each unit member of the ASSOCIATION as follows:

PEPRA Employees	\$100/month
Classic Employees	\$ 25/month

The individual members of the ASSOCIATION shall specify the plan and investment option(s). During the term of this Agreement, City contributions to deferred compensation shall be made solely in conjunction with the Reduced Staffing Pilot Program set forth in Article 5. This Article 9 shall not apply to sworn safety unit members during the term of this agreement.

9.3 In the event non-sworn members represented by another Association of employees with the City of Carmel-by-the-Sea receive additional City paid monthly contributions for deferred compensation during the term of this agreement, non-sworn members of the Association shall receive a comparable increase in monthly compensation to his/her deferred compensation plan, effective on the first month following approval of this benefit by the City Council. In no event shall this additional compensation be deemed to be paid retroactively beyond the effective date on which the non-Association non-sworn employees receive their increase.

ARTICLE 10: UNIFORM ALLOWANCE

10.1 All members shall be entitled to the following uniform allowances:

- Safety members: \$80 per/mo.
- Non-Safety members: \$120.00 per/mo.

The uniform allowance shall be PERS-able for classic members, as defined above, only.

ARTICLE 11: HOLIDAYS

11.1 The City observes the following holidays:

- A. New Year’s Day — January 1
- B. Martin Luther King Day — third Monday of January
- C. Lincoln’s Birthday — February 12
- D. Presidents’ Day — third Monday of February
- E. Memorial Day — last Monday of May
- F. Independence Day — July 4th
- G. Labor Day — first Monday of September
- H. Veteran’s Day — November 11th
Thanksgiving Day
- J. The day after Thanksgiving
- K. Christmas Eve — December 24th
- L. Christmas Day — December 25th

11.2 In the event a holiday falls on a Saturday, Municipal Departments shall remain open on the preceding Friday, but employees shall be given either the preceding Friday or the following Monday, at the discretion of the Department Manager and City Administrator, as an in-lieu holiday. In the event a holiday falls on a Sunday it shall be observed on Monday.

ARTICLE 12: HOLIDAY ACCRUAL

12.1 Members of the Association shall be paid straight time pay based on the number of hours in the employee’s regularly scheduled shift for each of the holidays listed in Article 10 of this agreement. Members will be paid during the same pay period in which the holiday falls.

12.2 If a holiday falls on a day on which a member is on a regularly scheduled day off, the member shall still receive holiday pay.

12.3 The Director of Public Safety may designate certain staff members as “non-essential” on any given holiday and may, in lieu of providing holiday pay, allow those staff members to be off.

12.4 Subject to the advance approval of the Director of Public Safety, a member may elect to work a regularly scheduled holiday and take an alternate day off instead. The alternate date should fall within the same pay period.

12.5 Holidays not used on the observed holiday will be paid.

ARTICLE 13: GENERAL LEAVE

13.1 Each member shall receive one regularly scheduled shift day of general leave per year, regardless of the member’s hire date. General leave may only be used with the approval of the member’s supervisor. General leave may not be rolled over from one year to the next.

ARTICLE 14: VACATION ACCRUAL

14.1 Members shall accrue vacation on a monthly basis beginning on the date of hire. With the exception of lateral hires, no vacation time may be taken until an employee has successfully completed twelve months of employment.

Members shall accrue vacation on the following schedule:

1 — 4 Years of Service	80 hours per year
5 — 9 Years of Service	120 hours per year
10 — 14 Years of Service	160 hours per year
15 years of service and over	176 hours per year

- A. The maximum amount of vacation time that may be held in an unused status shall be the amount an employee is entitled to accrue in two (2) anniversary years. The department manager may grant exceptions with approval by the City Administrator. Once this accrual cap has been reached, employees will cease to accrue additional hours until such time as existing accrual balances are used.
- B. Vacation Buy-Back Exception: In the event an employee achieves the maximum accrual cap in a pay period and is unable to take sufficient vacation hours to reduce his/her accrual bank below maximum, due to staffing constraints, the department manager may approve a vacation buyback of up to one month’s worth of accrual, payable at the employee’s hourly rate in the pay period in which the maximum cap is reached.

14.2. Vacation scheduling:

After their first twelve months of employment (except for lateral hires), all employees are expected to schedule a minimum of one full calendar week of vacation annually. Available dates will be open for selection based on seniority.

- 1. Scheduling restrictions. No more than one person in each classification/rank may be on vacation or other types of off duty hours at any given time.
- 2. Sign up process. Vacation schedules shall be posted annually. Vacation sign up will occur during the month of January and be completed by January 31. Sign up shall be on the basis on Department seniority. Senior employees shall have first preference, unless exercise of such preference interferes with the service of the Department.

Vacations must be scheduled in minimum 40-hour blocks.

There will be two (2) separate rounds during which sign up will occur:

- a. Round One. Everyone must sign up for a minimum of 40-hours of vacation.

The maximum number of days any person may schedule is limited to the number of total vacation hours that person anticipates accruing prior to the scheduled vacation date.

- b. Round Two. A person may sign up for additional vacation hours if they have additional accrued hours still available

Sign up is not mandatory during round two.

Vacation accruals must be earned prior to use. Employees are not authorized to have a negative vacation accrual at any time.

For special circumstances or unforeseen situations, upon written request, the Public Safety Director may approve vacations that do not conform to this section.

The Public Safety Director retains the right to deny the vacation period requested by an employee, or require that an employee reschedule a scheduled vacation when the Public Safety Director determines that doing so is in the interests of the service of the Department, in which case the Department will work with the employee to schedule alternative dates for his/her vacation.

3. Holiday exclusion. Vacation time shall not be charged for any regular holidays occurring during the vacation period.

ARTICLE 15: BEREAVEMENT LEAVE

15.1 Each member of the ASSOCIATION shall be entitled to twenty-four (24) hours of bereavement leave each fiscal year for serious illness, disability, or death in the employee's immediate family.

15.2 Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, or any other person approved by the department manager. The department manager may require the employee furnish satisfactory proof to substantiate the use of bereavement leave. **Bereavement** leave shall not be subtracted from an employee's sick leave account and shall not accrue from one fiscal year to the next.

ARTICLE 16: SICK LEAVE

16.1 Each member shall accrue eight hours of sick leave per month. Sick leave is to be used in accordance with the procedure(s) outlined below and in the Personnel Ordinance of the Municipal Code of the City of Carmel-by-the-Sea. Employees other than full-time employees (e.g., part-time, seasonal, and/ or temporary workers) shall accrue and be able to use sick leave consistent with the requirements of the Healthy Families Act of 2014 (California Government Code Sections 245-249.) These employees shall begin to accrue sick leave on the date of commencement of employment, and shall accrue one hour for every thirty (30) hours worked. Employees shall be eligible to use paid sick leave no sooner than ninety (90) days after commencement of employment

Employees may use a maximum of three (3) days of paid sick leave in one calendar year, and may carry over up to six (6) days of paid sick leave from one calendar year to another. These employees shall be able to use paid sick leave for the same reasons for which full time employees shall be able to use paid sick leave.

- 16.2 Employees may use paid sick leave for any of the following purposes:
- A. Diagnosis, care, or treatment of an existing health condition of the employee or his or her family member. For the purposes of paid sick leave, family member includes the unit member's child, parent, spouse, domestic partner, parent-in-law, grandparent, grandchild, or sibling;
 - B. Preventative care for the unit member or the employee's family member; and
 - C. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking).

Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Charges against an employee's credit shall be rounded off to the lowest hour, for example:

<u>Time off work</u>	<u>Time charged</u>
59 minutes or less	0
1 hour	1 hour
1 hour and any segment of the next hour	1 hour

- D. Use of sick leave of 59 minutes or less, with written physician verification or other required certification, shall not be charged to an employee's sick leave account.
- E. Use of sick leave of 59 minutes or less, without written physician verification or other required certification, shall be charged to employee's sick leave account in 15 minute increments.
- F. If an employee becomes sick on scheduled vacation time, the department manager may, with acceptable documentation, authorize the use of sick leave instead of vacation leave.

Employees who are away from work for three consecutive work days or more, or upon request by the Public Safety Director, may be required to provide a doctor's release to work to ensure their sufficient recovery to perform their regularly scheduled duties. At the request of the employee's supervisor, employee off work for less than three consecutive work days may be required to provide a doctor's release prior to being allowed to return to work.

Employees terminating from City employment shall not receive any compensation for accumulated sick leave. However, as required by Labor Code Section 246(f)(2), if the employee returns to work for the City within one (1) year of separation, up to six (6) days of his or her previously accrued but unused paid sick leave hours shall be available for use.

16.3 Employees hired after 1 November 1984 shall be able to accumulate an unlimited number of sick leave hours. A maximum of six hundred (600) base hours will be the total amount on which the City will base reimbursement to the employee upon termination or resignation from

employment. This provision does not apply to employees with less than five (5) years of continuous service who shall not be entitled to any compensation under this section.

- A. Resignation from employment after five (5) years will result in reimbursement at 25% of 600 hours maximum, paid at the hourly rate at the time of resignation.
- B. Retirement from CITY employment after five (5) years and with proof of submission of application for retirement from CalPERS will result in reimbursement at the rate of 50% of 600 hours maximum, paid at the hourly rate at the time of retirement.
- C. Employees who are terminated for cause or misconduct are ineligible for sick leave pay-out.

16.4 Upon approval of the department manager, accrued sick leave may be used to accommodate the need for additional hours in the case of serious illness, disability, or death in the employee's immediate family. Immediate family is defined as the employee's spouse, child, step-child, parent, stepparent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, or any other person approved by the department manager. The department manager may require the employee furnish satisfactory proof to substantiate the use of sick leave for this purpose.

16.5 Pursuant to Government Code Section 20965 and the City's CalPERS retirement contract, an employee may elect to use sick time available to him/her under the provision of the contract for sick leave service credit. If an employee elects to use sick leave available for service credit, such time cannot also be applied to the "sell back" provision under this section.

ARTICLE 17: CATASTROPHIC ILLNESS/SICK LEAVE HOURS TRANSFER

17.1 General Requirements: To be eligible to receive leave under this policy, an employee must have either a catastrophic illness or incurred a major injury from an accident. Eligibility for this policy shall be at the sole discretion of the City Administrator.

17.2 An employee who is determined to be eligible may request other employees transfer leave to that employee, to be used by the receiving employee as sick leave.

The employee requesting the transfer of sick leave hours must have reached zero balances in all of his or her own leave banks, including sick leave, vacation, compensatory time, and general leave.

17.3 Generally, the illness or accident recovery period must be longer than three weeks for an employee to be eligible. The appointing authority will evaluate each request and may modify this time period based on the facts of the case.

17.4 An employee desiring to transfer hours to the eligible employee must maintain a minimum balance of 120 hours after the transfer has been deducted from the donor's sick leave account.

17.5 To use this program, an employee must make a request to his or her Department Manager. The employee must state the reason for the request and the approximate number of hours he or she believes will be needed.

17.6 The Department Manager will forward the employee's request to the Human Resources Office.

17.7 The Human Resources Office **WILL:**

- A. Present the request to the City Administrator for authorization and determination of the validity of the request.
- B. Disseminate notices to Municipal Departments stating an employee is in need of sick leave hours and request interested donor employees to contact the Human Resources Office.
- C. Maintain the confidentiality of the employee(s) who donates sick leave hours to the employee in need.
- D. Notify the Financial Assistant to make the transfer of sick leave hours when the transfer is approved.

17.8 The City Administrator **WILL:**

- A. Review requests for participation in the program.
- B. Authorize or deny the transfer of sick leave hours pursuant to the request.

ARTICLE 18: PHYSICAL EXAMINATIONS

18.1 Each employee under the age of forty-five (45) shall be entitled to a physical examination every other year during the term of the contract, subject to the financial guidelines stated in this section. Employees in this category who had a City paid physical in the fiscal year just prior to the fiscal year of this contract shall not be entitled to a City paid physical during the period of this contract.

18.2 Employees who turn forty-five (45) years of age during the term of this contract shall be entitled to one City paid physical per year after attaining that age and subject to the financial guidelines stated in this section.

18.3 Employees who turn forty-five (45) years of age or older shall be entitled to one City paid physical examination per fiscal year, subject to the financial guidelines stated in this section.

18.4 The City shall pay up to two hundred and twenty-five dollars (\$225.00) for the physical examination and accompanying tests. Any expense in excess of this amount shall be borne by the employee.

18.5 A licensed physician of the employee's choice may perform physical examinations. The physician shall complete a Physician Evaluation Report Form. Payment shall be made upon receipt by the Human Resources Office of the form and a statement of all charges, within ninety (90) days from date-of-service.

18.6 During the term of the Agreement, the City agrees to meet with representatives of the POA, as well as all other unions and associations, to discuss a City-wide wellness program.

ARTICLE 19: WORK SCHEDULES, OVERTIME COMPENSATION AND COMPENSATORY TIME

19.1 Work schedule.

The Public Safety Director shall maintain sole discretion to determine the work schedule that best addresses the needs of Department operations.

Schedules will generally be assigned based on the position or assignment held by employees using one of the following:

- A. Regularly scheduled 5-8 (the 5/40 schedule)
Regularly scheduled eight (8) hours per day and five (5) days per work week.
- B. Regularly scheduled 4-10 (the 4/10 schedule)
Regularly scheduled ten (10) hours per day and four (4) days per work week.
- C. Regularly scheduled 12 (the 3/12 schedule)
Regularly scheduled six (6) twelve (12) hours day and one (1) eight (8) hour day to total 80 hours in a two (2) week work cycle.

The Public Safety Director retains the right to change the details of the above-listed schedules (e.g., days worked, hours worked) upon providing the Association 30 days' prior written notice of such proposed changes and, upon request of the Association, meeting with the Association to discuss the proposed changes.

The Public Safety Director retains the right to assign employees to other shift schedules than those listed above, to change an employee's schedule due to short-term staffing needs, and to change the schedule to which an employee is assigned as determined necessary by or appropriate by the Public Safety Director.

19.2 Extended work shifts.

Notwithstanding the discretion of the Public Safety Director regarding scheduling, an officer will not be required to work a night shift contiguous with a day shift during the same week.

If an employee is required of work more than two (2) hours beyond the end of the normal shift, he/she will be given an additional 30-minute unpaid meal break.

19.3 The parties believe that the pay practices carried out pursuant to this Agreement are fully compliant with the Fair Labor Standards Act (FLSA).

19.3.1 Work Periods — Sworn Employees (Police Officers, Police Corporals, Police Sergeants) Employees in sworn classifications are assigned to a 14-day work period under section 207(k) of the Fair Labor Standards Act. Under this 7(k) exemption, non-exempt peace officers are eligible for FLSA overtime only for hours actually worked in excess of 86 hours in a 14-day work period. Vacation, sick leave, and other time off does not constitute hours actually worked for purposes of calculating FLSA overtime.

19.3.2 Work Periods — Non-Sworn Employees (Community Services Officer, Police Services Officer) Employees in non-exempt non-sworn positions are scheduled according to a 7-day work period and are only entitled to FLSA overtime when they actually work in excess of 40 hours in a 7-day period. Vacation, sick leave, and other time off does not constitute hours actually worked for purposes of calculating FLSA overtime. The work period for non-sworn employees assigned to a 3/12 schedule starts as follows:

Shift	Day	Time
A Shift — Days	Saturday	1500 hours
A Shift —	Sunday	0300 hours
B Shift — Days	Saturday	1100 hours
B Shift —	Saturday	2300 hours
Relief Shift	Friday	1500 hours

The Public Safety Director will maintain records of the start and end times of work periods for all employees.

19.4 MOU Overtime.

In addition to FLSA overtime, the City shall provide non-exempt employees MOU overtime which shall be paid at time and one-half for all daily work performed over an employee's normal eight (8), ten (10), or twelve (12) hour work shift. Paid time off shall be counted as time worked for the purposes of calculation of MOU overtime.

19.5 Employees entitled to overtime compensation may, in-lieu of monetary compensation for statutory overtime, choose to take compensatory time off at a rate of not less than one and one-half hours for each hour of overtime worked. Compensatory time shall only be granted upon approval of the Department Manager.

19.6 Accrued compensatory time must be permitted to be used within a "reasonable period" of time as long as it does not "unduly disrupt" the operations of the agency. (Per FLSA guidelines).

19.7 Members may accrue up to 120 hours of compensatory time (equivalent to 80 hours at time and one-half). In the first pay period of June and December of each year, members may cash out any accrued compensatory time beyond 80 hours. Any cash out may not result in a compensatory time bank of fewer than 80 hours.

Any unused balance of earned compensatory time in an employee's Comp Bank is subject to payment at time of termination at the employee's current regular rate of pay.

19.8 At any time the City may elect to pay down compensatory time balances all or in part.

ARTICLE 20: PREMIUM PAY AND SHIFT DIFFERENTIALS

20.1 Call-Back Pay: In situations where an employee has officially clocked out at the completion of his or her workday and is subsequently called back to work during a nonscheduled period of time, the employee shall be granted a minimum of two (2) hours overtime. Call Back also applies when an employee is called in prior to the start of a scheduled shift for the same day, ultimately clocks out, and then later that same work day clocks back in to begin the normally scheduled shift.

If the Call-Back time is contiguous with a regularly scheduled work shift, the employee will be paid OT for the exact amount of time actually worked with no minimum Call-Back compensation.

20.2 Call In Pay:

In situations where the employee is called into work on a work day that was not originally scheduled prior to the time called in, the employee will be granted a minimum of four (4) hours of Overtime.

20.3 Court Time and On-Call Pay:

- A. Any member who is required to appear in court on off-duty time will receive a minimum of four (4) hours of OT pay for each day a member is required to appear in court. Such time is contiguous with the beginning or end of the employee's regular work period, a one (1) hour OT minimum will be paid. The four (4) hours or one (1) hour payment will be the minimum a member shall receive, per day, for a required court appearance while the member is off duty. If the court appearance exceeds four (4) or one (1) hours, the member shall receive overtime for the duration of the appearance.
- B. Any member who has received a subpoena and is placed on "on-call" status for a court appearance and is not actually required to appear in court on that day, shall receive four (4) hours of pay at the member's regular rate. During the period of "on-call" time, the employee shall be available at a specific phone and available to appear in the appropriate court within one hour.
- C. In no case will there be double compensation for overlapping court hours due to multiple court appearances.
- D. Unless the employee uses a company vehicle for the appearance, the employee shall be reimbursed for the round trip mileage of either 1) the mileage between the Police Station and the location to which the employee is subpoenaed if the employee is reporting to court from the Police Station; or 2) the actual mileage the employee travels round trip between the employee's home and the subpoenaed location, less the employee's normal commuting distance.
- E. No employee shall be paid under this provision and for other compensable time simultaneously.

20.4 Community Services Officers working as Police Services Officers: When assigned to work as a Police Services Officer, Community Services Officers shall receive the hourly rate of pay for that classification, at their comparable step, for each hour assigned.

20.5 Shift Differentials (Non-Sworn Only).

- A. The night shift period is defined as the hours from 7:00 p.m., to 7:00 a.m. Employees who are assigned to work at least eight (8) hours during the night shift period and who actually work at least eight (8) hours during the night shift period for all assigned shifts over thirty (30) calendar days, including paid time off, will receive a monthly shift differential. This applies to all shift schedules whether 8, 10, or 12 hours per day.

Compensation for the shift premium will be the monthly amount of \$250 for non-safety members.

20.6 Bilingual Pay: Any member who has demonstrated that he or she is proficient in speaking, understanding, and reading Spanish, as determined by the Public Safety Director, shall be compensated in the amount of \$240 per month.

20.7 Special Assignment Pay (SAP):

A. SAP General Criteria:

1. Special Assignment Pay is to be of a determinate duration, with the Public Safety Director or his designee retaining sole discretion to determine when such assignment shall terminate and who shall be assigned.
2. Rights to Administrative Appeal: For purposes of determining rights to an administrative appeal as provided for by Government Code 3304(b), the employee's first day of performing duties in a special assignment shall be considered the employee's "anniversary date" in such assignment.
3. Anniversary Date: The definition of "anniversary date" set forth within this section shall not apply to any other terms and conditions of employment which are based upon an employee's anniversary date, and the application(s) of "anniversary" dates in said other contexts shall not be altered by virtue of this specialized assignment provision.
4. Removal from SAP:
 - a. If an individual is removed from a special assignment during the initial or any successive twelve (12) consecutive month period of time from the anniversary date of appointment, then a Government Code 3304(b) administrative appeal will be provided.
 - b. However, if the individual is noticed 30 days or more in advance of his/her special assignment anniversary date, removal from the special assignment will be effective at the conclusion of the last shift in an initial twelve (12) consecutive month period of assignment or any subsequent twelve (12) consecutive period of assignment from the anniversary date of assignment, in which case the individual shall receive no administrative appeal right of any type. Each individual, including incumbents, shall sign a waiver so agreeing.

B. Detective: Five percent (5%) of base salary when assigned as "Detective" by the Director of Public safety. The Detective special assignment pay does not apply to temporary assignments that may be made to Investigations from time to time. Detective must agree to maintain 24/7 capabilities from contact with the police department via a pager or cell phone and agree to return calls/pages within 10 minutes from time of call.

C. Animal Control: Five percent (5%) of base salary for Community Services Officer who is designated as the Animal Control Officer for City of Carmel-by-the-Sea.

D. Evidence Custodian: The Member designated as Evidence Custodian will receive a monthly SAP allowance of \$100 while assigned as the Evidence Custodian The

duties of the Evidence Custodian will include receiving and processing evidence, maintaining accurate property, completing audits, regular purging of evidence as defined in the Department's policies and procedures, and other duties as assigned by the Public Safety Director.

19.10 Training Travel Time. Travel time will be compensated consistent with the requirements of the FLSA. Travel to mandated training (e.g., POST or Department required training), is not credited toward overtime except to the extent it necessarily occurs during scheduled work time.

ARTICLE 21: INSURANCE PROGRAMS

21.1 The City offers a variety of insurance protection programs for the employee and dependents. Some protection is provided through fully insured instruments. Other protection is provided through a City self-funded program. Other protection is employee funded.

21.2 For the purpose of this section the following definitions and groupings of coverage shall exist:

A. **Non-Elective (Core):** Mandatory coverages (Employer Paid)

1. The mandatory contribution required by CalPERS for each employee enrolled in the medical protection program in the non-elective City contribution/premium toward the medical program. During the term of the MOU, the non-elective City contribution is as described in Article 21.3.
2. Employee/Dependent dental premium, established by the City's broker of record for the self-insured dental plan, depending on the level of coverage chosen.
3. Collective employee/dependent vision premium established by the City's broker of record for the self-insured vision plan.
4. Basic \$30,000 life insurance premium (available only to full-time employees).
5. Accidental Death and Dismemberment Policy (available only to full-time employees).

B. **Elective (non-core) coverages,** available for purchase with flexible spending monies given each eligible employee:

1. Employee and/or dependent medical coverage in the CalPERS Program less the mandatory per month required employer payment.
2. Optional (Supplemental) Life Insurance (if available).
3. I.R.C. Section 125 — Flexible Spending Account.
4. I.R.C. Section 125 — Dependent Care.

- C. **Opting Out (Medical Program Only):** Full-time and benefited regular part-time employees may elect not to participate in the CalPERS medical plan. Anyone opting out **shall only be eligible to take cash in the amount of \$291 (or the current City authorized amount if higher) per month**, providing they meet the following condition(s):
1. They shall submit proof of legally compliant coverage elsewhere.
 2. They shall sign a medical plan waiver.
 3. Married employees shall be required to obtain the signature of their spouses on the medical plan waiver form.
 4. Employees under legal order to provide medical coverage for any dependents shall only be permitted to opt out after showing proof of coverage for each dependent identified in such legal order.
- D. **Section 125 Plan:** The City's insurance plan is structured within this tax-deferred program. This is an Internal Revenue Code permitted plan. A third party administrator provides administration of the plan. The City pays administrative fees.

21.3 Medical Insurance Contributions:

- A. CITY will contribute a monthly contribution on behalf of employees and dependents enrolled in the City sponsored PEMHCA plan.
- B. The City shall contribute toward employee medical premiums in an amount not to exceed eighty percent (80%) of CalPERS CHOICE until such time as Association members are enrolled with Peace Officers Research Association of California (PORAC).
- C. Upon enrollment in PORAC insurance program, the City contribution shall not exceed eighty percent (80%) premium for employees and dependents enrolled in PORAC plan.
- D. Eighty percent computation includes the non-elective, mandatory CalPERS premium.

ARTICLE 22: OTHER BENEFITS

22.1 Jury Duty.

- A. The CITY provides time off with no loss of salary for employees who must fulfill jury duty obligations. Employees shall be entitled to keep the mileage reimbursement for such service. Any per diem amount received by the employee shall be signed over to the CITY.

22.2 Employee Payroll Deductions.

- A. The CITY, upon authorization from any employee, shall make direct deposit(s) to the financial institution of the employee's choice providing

the CITY has the compatible technology to do so Employee funded insurance programs and deductions for deferred compensation programs shall be paid through payroll withholding.

22.3 Police Uniform Purchase — Initial.

- A. The CITY shall furnish safety equipment for all Police Department members as required by the Director of Public Safety.
- B. The CITY shall furnish the following initial uniform for all Police Department employees represented by the ASSOCIATION.

1. Police Officer:

- 2 pair wool pants
- 2 name tags
- 1 long sleeve wool shirt
- 3 blend shirts (long/short sleeve)
- 1 night jacket
- 1 police cap
- 2 regulation neckties
- 10 shoulder patches
- 1 pair shoes
- 1 dress belt
- 1 Class “A” jacket (Admin. Only)
- 2 tie clips

2. Non-sworn member:

- 2 pair pants
- 2 name tags
- 2 long sleeve shirts
- 2 short sleeve shirts
- 1 sweater
- 1 night jacket
- 1 police cap
- 2 regulation neckties
- 10 shoulder patches
- 1 pair shoes
- 1 dress belt
- 2 tie clips

22.4 Tuition Reimbursement Plan:

- A. The CITY will reimburse any member of the Association, who has completed his/her original-hire probationary period, an amount not to exceed a total of \$1,500 for a single fiscal year for the successful completion of any job related courses at the college level. This program covers courses taken at or sponsored by accredited colleges or universities only. Any such courses must have the approval of the Director of Public

Safety and Human Resources Manager prior to beginning the course. Failure to complete the approval process may result in denial of tuition reimbursement.

- B. Reimbursement will be made for books and tuition upon presentation of proof of successful completion of approved courses. These courses are for the benefit of the employee, the City and the Police Department.
- C. The employee shall take all such courses during off-duty hours.
- D. Process for Applying for Coursework Approval:
 - 1. Forms: Requests for reimbursements of tuition shall be made on forms provided by the City. Information required shall include the college or university at which the course is to be taken, the catalog number of the course, title of the course, number of semester hours and the estimated cost for tuition and books.
 - 2. A brief statement of how the course(s) will be applicable to the work of the employee and/or benefit to the performance of the employee's duties with the City shall be included.
 - 3. Payment: Upon successful completion of the course(s), it will be the responsibility of the employee to provide proof of satisfactory completion of the course(s) and receipts for tuition, books, and other related costs. Process timing requirements are those identified in section 6.6 of this MOU.

22.5 Wellness Reimbursement.

The City will provide any employee in the unit with a reimbursement of up to \$25/month to defray costs of a membership to a licensed gym/health club/fitness facility of the employee's choosing. This reimbursement will be provided on a semi-annual basis in arrears (July and January).

In order for employees to be reimbursed, they must provide evidence of payment for such membership in the form of cancelled checks, a credit card statement, or other payment verification deemed acceptable by the Finance Manager which provides verification the membership payment over a six-month period.

Requests for reimbursements must be received by the City no later than the end of the month following the reimbursement period (e.g., requests for reimbursements for the period July-December must be received by the City on or before January 31st; requests for reimbursements for the period January — June must be received by the City on or before July 31st) in order to receive payment.

22.6 Layoff Policy: Per Resolution 92-90, the policies and procedures for the layoff of City employees shall apply to members of the ASSOCIATION covered under this MOU.

ARTICLE 23: IMPASSE RESOLUTION

23.1 Impasse Defined.

- A. “Impasse” means that the representatives of the CITY and a recognized employee organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

23.2 Initiation of Impasse Procedures.

If the meet and confer process has reached impasse as defined in “A” above, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. The City Administrator shall then schedule an impasse meeting promptly.

The purpose of such meeting shall be:

- A. To allow the parties to review each other’s position in a final effort to reach agreement on a Memorandum of Understanding; and
- B. To discuss arrangements for the utilization of the impasse procedures if the impasse is not resolved.

23.3 Mediation

- A. The parties agree that if the impasse is not resolved the dispute shall be submitted to a mediator from the California State Mediation and Conciliation Service. Costs for mediation services, if any, shall be borne equally by the City and the Employee Association.
- B. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

ARTICLE 24: SHIFT SCHEDULING

24.1 The Patrol and Police Services Units of the Carmel-by-the-Sea Police Department shall maintain a rotational watch program. Members of these units will select their watch by seniority subject to administrative approval. The program shall include the following provisions:

- A. Shift rotation will occur each six months during the months of July and January.
- B. Vacancies on a particular watch shall be made known to all personnel and will be filled by seniority subject to administrative approval.
- C. Shift change will be determined on a six (6) month rotation with a two (2) consecutive shift maximum. Officers having served two (2) consecutive shifts must select a different shift.
- D. To insure balanced training and experience of all officers, the Police Chief may direct any individual to serve one rotation on a specific shift, regardless of seniority.

- E. Any required work day of fewer than 12 hours, that is part of the Member's regular schedule, will be scheduled at the beginning or end of the Member's regular work week.

ARTICLE 25: WORKERS COMPENSATION SALARY CONTINUATION

25.1 Whenever any full-time, miscellaneous (Non-Safety) employee as defined by the Public Employees' Retirement System (PERS), is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence while so disabled without loss of salary in lieu of temporary disability payments or maintenance allowance payments, for the period of the disability, but not exceeding six months, or until such earlier date as he/she returns to duty or is retired on permanent disability pension in accordance with the rules/regulations governing such retirement.

25.2 If the period of disability extends beyond the six-month period, full salary continuation shall be discontinued and the employee shall be entitled to legal allowances provided under Workers' Compensation Laws of the State of California which may be integrated with any other compensation to which the employee may be entitled, i.e., Long Term Disability coverage.

25.3 Benefits: During the six months or less period of disability, the employee who suffers such injury/illness arising out of and in the course of his/her duties shall continue entitlement to all benefits as would have been afforded that employee had he/she not have suffered such injury/illness.

ARTICLE 26: MANAGEMENT RIGHTS

26.1 It is understood and agreed that the CITY retains all of its powers and authority to manage municipal services and the work force performing those services.

26.2 It is agreed that during the term of this contract the CITY shall not be required to meet and confer on matters which are solely a function of management, including the right to:

- A. Determine and modify the organization of City government and its constituent work units.
- B. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
- C. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- D. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
- E. Establish employee performance standards and to require compliance therewith.
- F. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law including the current Personnel Ordinance.

- G. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- H. Implement rules, regulations, and directives consistent with all applicable laws and the specific provisions of the Memorandum of Understanding. Take all necessary actions to not be subject to the grievance procedure unless specifically authorized by the Personnel Ordinance or other applicable law.


ARTICLE 27: SEPARABILITY


27.1 If a court of competent jurisdiction finally determines that any provision of the Memorandum of Understanding is invalid and unenforceable, such provision shall be separable, and the remaining provisions of the Memorandum of Understanding shall remain in full force and effect.

ARTICLE 28: SIGNATURES


This Memorandum of Understanding sets forth the full and complete understanding between the parties hereto. Any items from previous agreements not addressed in this agreement are carried forward.


For the City of Carmel-by-the-Sea:

DocuSigned by:  Signature: Chip Rerig	City Administrator	6/14/2023
	Title:	Date:


DocuSigned by:  Signature: Katy Sutorp	Attorney for City	6/14/2023
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For the Carmel-by-the-Sea Police Officers Association:

DocuSigned by:  Signature: Joe Martis	President, CPOA	6/18/2023
	Title:	Date:

DocuSigned by:  Signature: Officer Greg Johnson	officer	6/18/2023
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LA #4890-6308-4590 v1

DocuSigned by:  Signature: Stuart Adams	Lead Negotiator	6/19/2023
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