



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF VERNON

AND

VERNON POLICE MANAGEMENT ASSOCIATION

July 1, 2016 through June 30, 2019

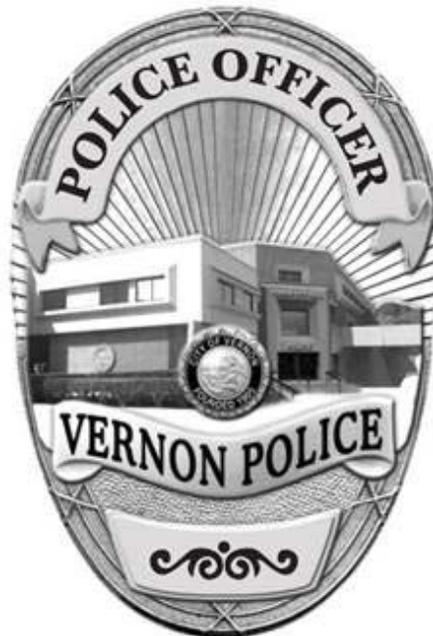


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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF VERNON
AND
VERNON POLICE MANAGEMENT ASSOCIATION

Parties to the Memorandum of Understanding

Pursuant to Chapter 10 (section 3500 *et seq*) of Division 4, Title 1 of the Government Code and Resolution No. 4027, the Resolution for the administration of Employer-employee relations, the matters within the scope of representation that are set forth in this Memorandum of Understanding (MOU) have been discussed by and between representatives of the City of Vernon and the representatives of the Vernon Police Management Association (hereinafter “VPMA”) and except as otherwise specifically provided herein shall apply only to those defined in the aforesaid Resolution as Police Lieutenants and Police Captains.

This MOU constitutes a joint agreement by the Municipal Employee Relations Representative (“MERR”) and the VPMA, to be submitted to the City Council of Vernon for its determination and approval by one or more Resolutions or Ordinances as the City Council may deem fit and proper.

The MERR and the Representative of the VPMA have agreed that they will jointly urge the City Council of Vernon to adopt one or more Resolutions or Ordinances reflecting the changes in wages, hours, and other conditions of employment agreed upon in this MOU.

If approved, the terms agreed upon by this MOU shall take effect on July 1, 2016, and shall expire at midnight on June 30, 2019.

IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, the VPMA and the City of Vernon agree as follows:

ARTICLE ONE

FUNDAMENTALS

Section 1: Recognition

The City of Vernon recognizes the Vernon Police Management Association (“VPMA”) as the certified majority representative of management, comprised of Police Lieutenants and Police Captains, as the exclusive representative of the employees for purposes of collective bargaining for all terms and conditions within this Memorandum of Understanding.

Section 2: No Discrimination

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby. Neither the City nor the VPMA shall discriminate against any individual, applicant or employee with respect to his compensation, terms, condition, or privileges of employment or because of an individual’s race, color, sex, religion, national origin, age, marital status, disability, pregnancy, sexual orientation, political or religious opinions or affiliations, or membership or non-membership in the VPMA.

Section 3: Mutual Cooperation

The parties recognize the necessity of cooperating on matters of mutual concern and interest and agree to work together to maximize the effectiveness of the Police Department and the City and to accomplish legislative and funding goals in their mutual interest.

Section 4: No Strikes or Lockouts

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the VPMA, and no lockouts shall be made by the City.

Section 5: City/VPMA Meetings

Representatives from the VPMA and the City shall meet as needed to discuss issues of mutual concern.

Section 6: Association Business

The City shall grant release time of 20 hours per fiscal year for the Association President or designee. In no case will Association Leave Time be used for political action purposes or if it will cause overtime unless it is authorized in writing by the Police Chief or his designee.

ARTICLE TWO
LEGAL LIMITATIONS, SAVINGS CLAUSE, AND TERM

Section 1: Legal Limitations and Savings Clause

It is understood and agreed that this Memorandum of Understanding (including, but not limited to, the provisions of the Fair Labor Standards Act) and any and all Resolutions or Ordinances adopted in implementation thereof are and shall be subject to all present and future applicable federal and state laws and regulations and shall be effective and implemented only to the extent permitted by such laws and regulations.

If any part of this Memorandum of Understanding or of any Resolution or Ordinance adopted in implementation thereof is in conflict or inconsistent with any such applicable provisions of federal and state laws or regulations or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded, and such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

Section 2: Term

- (a) Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 2016, and shall remain in full force and effect up to and including midnight, the 30th day of June 2019, or until the next Memorandum of Understanding becomes effective.
- (b) This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.

Except as otherwise provided in Article III, Section 1, herein, the City and the Association agree to submit proposals for any changes related to wages, benefits and/or other terms of and conditions of employment affecting this Memorandum of Understanding between February 1, 2019 and March 1, 2019.

Section 3: Maintenance of Existing Conditions

Any employment policy, practices and/or benefits, including the alternative workweek schedule and overtime compensation are incorporated into this Memorandum of Understanding, unless otherwise stated herein. In the event of a conflict between the Memorandum of Understanding and an existing policy and/or practice, this Memorandum of Understanding shall govern.

Section 4: Modification and Waiver

The City reserves the right to add to, delete from, amend or modify the Administrative rules, the City Municipal Code, and the City's Personnel Policies and Procedures Manual during the term of the Memorandum of Understanding, subject to the requirements of the Meyers-Milias-Brown Act and the Police Officers Bill of Rights.

Section 5: Severability

In the event that a court finds any provision(s) of this Memorandum of Understanding to be invalid or unenforceable, the parties intend that the remaining provisions remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

ARTICLE THREE
SALARIES

Section 1: Lieutenant

Lieutenant with 2% COLAS			
Salary Range PM37			
Step	Effective 7/10/16	Effective 7/9/17	Effective 7/8/18
1	\$ 10,882.38	\$ 11,100.03	\$ 11,322.03
2	\$ 11,427.06	\$ 11,655.60	\$ 11,888.71
3	\$ 11,997.24	\$ 12,237.18	\$ 12,481.93
4	\$ 12,598.02	\$ 12,849.98	\$ 13,106.98
5	\$ 13,227.36	\$ 13,491.91	\$ 13,761.75

Section 2: Captain

Captain with 2% COLAS			
Salary Range PM40			
Step	Effective 7/10/16	Effective 7/9/17	Effective 7/8/18
1	\$ 12,598.02	\$ 12,849.98	\$ 13,106.98
2	\$ 13,227.36	\$ 13,491.91	\$ 13,761.75
3	\$ 13,888.32	\$ 14,166.09	\$ 14,449.41
4	\$ 14,582.94	\$ 14,874.60	\$ 15,172.09
5	\$ 15,313.26	\$ 15,619.53	\$ 15,931.92

Section 3: Merit Steps

Eligible employees shall make an irrevocable selection of one of the following two merit increase options in writing, and immediately upon the Agreement going into effect:

1. Effective the first full pay period in July 2016, employees who are not at the top step of their Classification Compensation Plan, and have attained one year of an overall “satisfactory” or higher performance evaluation rating, as of their immediately preceding classification anniversary date, shall, in accordance with the City’s Performance Evaluation Policy, receive one merit salary advance. During the term of this Agreement only, the City agrees to provide merit salary advances to employees who achieve an overall “above average” or higher performance evaluation rating. Employees shall continue to receive their annual evaluations as scheduled in the City’s Performance Evaluation Policy and employees may receive more than one merit salary advance during the term of this Agreement, but in no case shall be placed above the salary range in effect for the employee’s classification. The merit increases earned during the FY 16-17 fiscal year shall go into effect the first full pay period in July

2017. The merit increases earned during the FY 17-18 fiscal year shall go into effect the first full pay period in July 2018.

OR

2. Effective the first full pay period in July 2016, employees who are not at the top step of their Classification Compensation Plan, and have attained one year of an overall “above average” or higher performance evaluation rating, as of their immediately preceding classification anniversary date, shall, in accordance with the City’s Performance Evaluation Policy, receive two merit salary advances. Effective the first full pay period in July 2017, the City agrees to provide one merit salary advance to employees who achieve an overall “above average” or higher performance evaluation rating. Employees shall continue to receive their annual evaluations as scheduled in the City’s Performance Evaluation Policy, but will not be eligible for any additional merit increases after the opportunity in July 2017, through the end of the term of the MOU, and in no case shall be placed above the salary range in effect for the employee’s classification. Additionally, effective the first full pay period in July 2018, employees who selected this option shall indefinitely and irrevocably forfeit any and all forms of longevity pay/incentive.

Future merit increases to any said step shall remain at the sole discretion of the City Council.

Section 4: Salary Adjustment Increase

- A. Effective the first full pay period in July 2016, the base salary schedule will be increased by 2% (excluding Y-rated employees).
- B. Effective the first full pay period in July 2017, the base salary schedule will be increased by an additional 2% (excluding Y-rated employees).
- C. Effective the first full pay period in July 2018, the base salary schedule will be increased by an additional 2% (excluding Y-rated employees).

In the event there is a salary inequity between ranks or between employees within the Department, the Chief of Police with the approval of the City Administrator may incorporate a service adjustment increase up to ten percent (10%) per month of their base salary.

Section 5: Bilingual Pay

A VPMA employee may be compensated for bilingual skills after the employee demonstrates proficiency in speaking a foreign language (the ability to read and write in a foreign language may also be tested, if necessary), which proficiency would be determined by successful completion of a foreign language proficiency test designated by the Human Resources Department. Those employees who successfully demonstrate this skill are eligible to receive an additional One Hundred Twenty-Five Dollars (\$125.00) per month for bilingual pay and shall not be considered to be part of the employee’s base monthly salary when computing Peace

Officers Standards and Training (P.O.S.T.) certificate incentives; however, it shall be considered as part of the base monthly salary for purposes of computing the last highest annual salary.

Section 6: Peace Officers Standards and Training (“P.O.S.T.”) Certificate Incentive

VPMA employees shall be entitled to P.O.S.T. certificate pay as follows:

- Three percent (3%) of the employee’s basic monthly salary, excluding all other compensation, for a P.O.S.T. intermediate certificate; or
- Six percent (6%) of the employee’s basic monthly salary, excluding all other compensation, for a P.O.S.T. advanced certificate; or

Payment of the above-referenced incentive compensation shall not be cumulative; only the highest applicable incentive pay level shall apply.

- Effective June 1, 2014 VPMA employees shall be entitled to a 7.5% of the employee’s base monthly salary, excluding all other compensation, for a P.O.S.T. Management Certificate.

Incentive pay shall be payable the month following the month during which the certificate is granted.

P.O.S.T. certificate pay shall be considered as part of the base monthly salary for purposes of computing the last highest annual salary.

Should employees represented by the Vernon Police Officers Benefit Association (VPOBA) receive across-the board enhancements to the existing P.O.S.T. Certificate Pay, a like increase will be provided to employees represented by the Police Officers Management Association.

Section 7: Shooting Pay

It is recognized by the City of Vernon and the VPMA that a peace officer must qualify in the firing range on a monthly basis in order to continue to be employed and to receive Shooting Pay. Such qualifications shall occur on duty. Employees who shoot at the range other than the required qualifications dates will be considered to be on personal time. Such time is not counted as working time and is not compensable.

Officers who achieve the following qualifications shall receive compensation as follows:

Marksman	\$	3.00	Per Month
Sharpshooter	\$	5.00	Per Month
Expert	\$	7.50	Per Month
Distinguished Expert	\$	10.00	Per Month

Shooting Pay shall be considered as part of the base monthly salary for purposes of computing the last highest annual salary.

ARTICLE FOUR

LONGEVITY

Section 1: Employees Hired Before July 1, 1995

Effective August 31, 1986, the City established a four-step Longevity program for all employees. Said Longevity program is as follows:

- All eligible employees who have five years of service on or before August 31, 1986, shall receive an additional five percent (5%) per month of their base salary effective August 31, 1986, and every year thereafter until reaching the next Longevity level. Employees upon reaching their 5th anniversary date after August 31, 1986, shall be entitled to said five percent (5%) per month upon said anniversary date.
- All eligible employees who have ten (10) years of service on or before July 1, 1987, shall receive an additional ten percent (10%) per month of their base salary effective July 1, 1987, and every year thereafter until reaching the next Longevity level. Employees upon reaching their 10th anniversary date after July 1, 1987, shall be entitled to said ten percent (10%) per month upon said anniversary date. Said ten percent (10%) is in place of the five percent (5%) referenced in paragraph 1 above and not cumulative therewith.
- All eligible employees who have fifteen (15) years of service on or before July 1, 1988, shall receive an additional fifteen percent (15%) per month of their base salary effective July 1, 1988, and every year thereafter until reaching the next Longevity level. Employees upon reaching their 15th anniversary date after July 1, 1988, shall be entitled to said fifteen percent (15%) per month upon said date. Said fifteen percent (15%) is in place of each of the amounts referenced in paragraphs 1 and 2 above and not cumulative therewith.
- All eligible employees who have twenty (20) years of service on or before July 1, 1989, shall receive an additional twenty percent (20%) per month of their base salary effective July 1, 1989, and every year thereafter. Employees upon reaching their 20th anniversary date after July 1, 1989 shall be entitled to said twenty percent (20%) per month upon said anniversary date. Said twenty percent (20%) is in place of each of the amounts referenced in paragraphs 1, 2 and 3 above and not cumulative therewith.

Section 2: Employees Hired on or after July 1, 1995 and on or before December 31, 2013

All employees in the VPMA who are hired on or after July 1, 1995, who attain five (5) years of consecutive uninterrupted employment shall receive an additional five percent (5%) per month of their base salary. Such employees shall be entitled to receive such five percent (5%) increase upon reaching their 5th anniversary date. Such employees will not be entitled to receive any additional Longevity percentage increase to their base salary for further service.

ARTICLE FIVE

OVERTIME

Section 1: Overtime Authorization

All overtime requests must have prior written authorization of the Chief of Police prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Section 2: F.L.S.A. Overtime

Employees in the classification of Police Captain are exempt from overtime in accordance with the Fair Labor Standards Act (FLSA) executive exemption. Police Lieutenants required to perform in excess of the standard work period of 160 hours in a 28-day cycle shall receive compensation at the rate of time and one-half their regular rate of pay or time and one-half “compensatory time” for each hour worked. The regular rate of pay shall include the following components in addition to base salary:

- P.O.S.T. Certificate Pay
- Special Assignment Pay

Section 3: Compensatory Time

Police Lieutenants may not earn more than forty (40) hours of compensatory time during any FLSA 28-day cycle. At such time as an employee earns forty (40) hours of compensatory time within a given 28-day work cycle, any additional overtime in that cycle shall be paid to the employee at time and one-half of his/her regular rate of pay.

VPMA employees may not accumulate more than 240 hours of compensatory time. An employee must be paid at the rate of time-and one-half for any overtime worked beyond the 240-hour compensatory time “cap.”

Section 4: Leave Inclusions

In determining an employee’s eligibility for overtime compensation in a work period, paid leaves of absence will be included in the total number of hours worked. Paid leaves of absence include, but are not limited to, the following:

1. Vacation
2. Holiday Leave

3. Administrative Leave
4. Compensatory Leave
5. Workers' Compensation Leave (4850 time)
6. Jury Duty
7. Bereavement Leave
8. Military Leave

Section 5: Training and Recertification Time

Training time that is required is compensable

Recertification time that is directly related to an employee's job will be compensable if completed during assigned work hours.

Section 6: Court Attendance and "Stand By" Time

Court Appearances

VPMA employees shall be compensated for court appearances in the line of duty outside regular scheduled duty hours as follows:

- A. Court appearances which extend beyond an employee's normal shift assignment shall be compensated as paid overtime. For purposes of calculating F.L.S.A. overtime pursuant to this section of this MOU, only the actual time spent in court or traveling in a City vehicle to and from the Station shall be credited as hours worked. Travel time to and from one's private residence shall not be considered hours worked and shall not be compensated in any manner whatsoever.
- B. Notwithstanding the provisions of "A" above, VPMA employees required to attend court sessions outside their regular schedule duty work shift shall be compensated a minimum guarantee of four (4) hours at time and one-half (1.5).
- C. If an employee is required to stay beyond four hours in court, the employee shall be compensated at time and one-half (1.5) at their regular hourly rate for all hours spent in their court duty assignment that day.

Stand By Time

If an employee receives a subpoena to be placed on standby, the effected employee shall be compensated for Stand By status as follows:

- A. An employee who is placed on Stand By status for a half court day, which shall consist of either a morning session or afternoon session of court, shall be paid Sixty Dollars (\$60.00).
- B. An employee who is placed on Stand By status for a full court day, which shall consist of the morning session and the afternoon session of court, on the same day, shall be paid One Hundred Nineteen Dollars (\$119.00). However, if said employee is required to appear in court, he/she shall receive court appearance compensation rather than Stand By compensation for his/her time in court.
- C. The parties agree that Stand By pay shall not count toward hours worked and that the provision complies with the F.L.S.A.
- D. Alternatively, an employee (at the employee's option and with the permission of the Chief of Police or his designee) on court Stand By may report to the police station, in uniform, for assignment while awaiting court. Under these circumstances, an employee shall be compensated on an hour-for-hour basis (if on overtime, at time and a half) for time actually worked while on Stand By.
- E. No additional payment other than that set forth in Section 6 of the MOU shall be made for Court Pay.

Should employees represented by the Vernon Police Officers Benefit Association (VPOBA) amend their MOU contract language regarding Court-Time Pay and Stand-by Pay, the City and the VPMA agree to amend the VPMA MOU to incorporate such changes.

Section 7: Call Backs

Call Back duty occurs when an employee is ordered to report to duty on a non-regularly scheduled work shift. Call Back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. This provision is also to be distinguished from Court pay, which is to be used when an employee is called to court.

An employee called back to duty shall be credited with a minimum of four hours' work. Any hours worked in excess of four hours shall be credited on an hour-for-hour basis (at time and one-half compensation) for actual time worked.

If the employee is ordered to return to work immediately, his work time shall be credited commencing immediately after the employee has been directly contacted by the employer.

Section 8: Jury Duty

I. Policy

- A. Employees shall be granted up to two weeks paid leave of absence in order to perform jury duty, provided that the employee provides notification to the City for such jury duty and provides proper verification of hours spent on jury duty.

VPMA employees will be required to return to work, if regularly scheduled to work, as soon as they are released from their jury duty.

- B. In accordance with Section 215(b) of the Code of Civil Procedure, a juror who is employed by a local government entity who receives regular compensation and benefits while performing jury service, may not be paid Jury Duty Pay. An employee must return all Jury Duty Pay to the Court if paid by the Court. Employees shall notify their Supervisor on the day they are released from jury duty.
- C. VPMA employees shall retain any Jury Duty Mileage Pay.

Section 9: Non-Compensable

- A. **City Vehicle Use**—VPMA employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for travel time to and from work. This provision also applies in those situations where the radio must be left on and monitored unless answering a call for service.
- B. **Clothes/Uniform Changing Time**—Time spent in changing clothes before or after shift, or during lunch, is not considered hours worked and is not compensable in any manner whatsoever.

ARTICLE SIX
UNIFORMS, ALLOWANCE AND SAFETY EQUIPMENT

Section 1: Uniform Allowance

The City will pay each VPMA employee who is on the active payroll of the Vernon Police Department the sum of One Thousand Dollars (\$1,000) per fiscal year for the purchase of uniforms and related equipment. Such payment shall occur within the month of August of each year. Uniform allowance is special compensation that shall be deemed earned when paid and shall be reported to CalPERS as compensation earnable.

Section 2: Summer Uniforms

VPMA employees who are assigned to patrol will be allowed to utilize summer uniforms (blue shirt/blue shorts) on any day at the discretion of the Chief of Police. The Chief of Police shall establish authorization or notification procedures, as well as summer uniform requirements.

Section 3: Safety Equipment

The City shall, every three (3) years, pay one half of the cost of the member's individual body armor if the member presents to the City a receipt for body armor that meets Departmental specifications. If the City provides individual body armor to an employee, and the employee accepts such body armor, then the three (3) year time period shall begin upon acceptance of the body armor by the employee.

VPMA employees who carry a private weapon which has been expressly approved by the Vernon Police Department and suffer the loss or damage of such weapon in the line of duty shall be compensated by the City of Vernon up to the amount of replacement cost of the official issue weapon of the Vernon Police Department unless such loss or damage was caused by the employee's negligence.

ARTICLE SEVEN

BENEFITS

Section 1: Public Employee Retirement System (“PERS”)

The City shall maintain its contract with the California Employees Public Retirement System (PERS) that provides VPMA employees with three percent (3%) at 50 PERS retirement benefit plan.

As a result of the passage of AB 340 Public Employee Pension Reform (PEPRA), new CalPERS members hired on or after January 1, 2013 who meet the definition of new member under PEPRA, shall be provided a 2.7% at 57 PERS retirement benefit plan.

VPMA employees shall be responsible for paying their PERS nine percent (9%) employee’s contributions.

The City makes no representation as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income. Employees/Union expressly acknowledge that any determination by CalPERS to not fully credit the compensation and/or service time provided under this Agreement is not a proper basis on which to void the Agreement. Employees/Union further acknowledge that they will not pursue any claim or action against the City related to any determination made by CalPERS in connection with this Agreement.

Section 2: Supplemental PERS Retirement Benefits

The City agrees to provide additional supplemental retirement benefits to VPMA employees under PERS as follows:

- Gov’t Code Section: 20042 – One Year Final Compensation:

New employees hired on or after January 1, 2013 who meet the definition of new member under PEPRA shall receive 3 Year Final Compensation.

- Gov’t Code Section: 21024 - Military Service Credit as Public Service:

- Gov’t Code Section: 21571 – Basic Level of 1959 Survivor Benefits:

- Gov’t Code Section: 21624 & 21626 & 21628 - Post Retirement Survivor Allowance:

Section 3: Medical, Dental, Vision and Life Insurance

The City shall contribute for each full-time employee up to the maximum amounts as set forth below per pay period, toward the cost of his/her medical, dental, and vision plans as outlined in Subsection A through D below. If employees opt out of dental and/or vision, they may use the allotments for those respective coverages toward excess medical premiums as approved by the Director of Human Resources.

- A. For employees who elect Employee + Family coverage, the City shall provide a cafeteria plan contribution equal to the total premium costs of the Employee + Family Low Medical HMO, Employee + Family lowest cost Dental DMO and lowest cost family vision plan. Employees enrolled in the Employee + Family health benefits category that elect a health plan higher than the Low HMO medical, dental and/or vision, will be responsible for any applicable premium costs through a pre-tax payroll deduction. The City understands that this amount will vary based on the premium costs that go into effect on January 1st of each calendar year of the term of this Agreement.
- B. For employees who elect Employee-Only, Employee + Spouse and Employee + Children tiers, the City shall provide the same flat dollar cafeteria contribution for medical, dental and vision benefits that the City is paying as of June 2016 for these employee health group tiers. That amount is \$1,100 per month. Employees who elect one of these tiers must pay for their dental and vision benefits from this cafeteria contribution. This amount will remain fixed unless the total premium cost of the lowest cost medical HMO, lowest cost Dental DMO, and lowest cost vision plan exceed the current flat rate dollar cafeteria contribution for medical, dental, and vision benefits for any of the tiers, then the contribution for that tier will be raised to equal the total premium costs of the Low Cost Medical HMO, lowest cost Dental DMO, and lowest cost vision plan for that tier. Employees that elect a health plan higher than the applicable City contribution will be responsible for any applicable premium costs through a pre-tax payroll deduction.
- C. For employees enrolled in the HSA PPO plan, the City shall pay up to the city contribution for their specific tier as set forth in A and B above reduced by an annual amount of \$3,000. In addition, for each employee enrolled in an HSA PPO plan, annually the City shall make lump sum contributions to a health savings account (HSA) as follows \$1,500 in January, and \$500 each in March, June, and September. The cost of any HSA PPO plan selected by employees that exceeds the City contribution amount shall be paid the employee through a pre-tax payroll deduction.
- D. During the term of the Agreement, Employees will be allowed to change health, dental, and/or vision plans during any open enrollment period or upon a qualifying event as prescribed by the City's insurance provider.

Dental: The City of Vernon provides a dental insurance plan to employees. Employees may purchase dental insurance through the City by pre-tax payroll deduction. In the event any VPMA employee does not exceed his/her monthly benefit allowance, the employee shall be allowed to use any excess monthly allowances towards additional provided coverage for dental and vision.

Vision: The City of Vernon provides a vision care reimbursement plan to employees. The City shall pay 100% of the cost of such a plan as designated by their election of medical coverage. Employees shall have the option of purchasing vision care for their dependents at a cost of \$6.95 for one dependent or \$13.95 for two or more dependents. The City agrees that all itemized benefit amounts specified in the City of Vernon Vision Plan (CVVP) that fall below \$150 shall be raised to \$150.

Life Insurance: The City provides a \$20,000 life insurance premium plan to employees. The City shall pay 100% of the cost of such plan for employees.

The City's agreement to pay full or partial costs of said premiums shall not create or ripen into a vested right for said employee; however, the City shall be obligated to pay the cost or provide said medical, dental, vision, and life insurance benefits as described so long as this MOU remains in effect.

Should employees represented by the Vernon Police Officers Benefit Association (VPOBA) amend their MOU contract language regarding medical, dental, vision or life insurance benefits, the City and the VPMA agree to amend the VPMA MOU to incorporate such changes.

Section 4: Retiree's Medical

Employees must retire from the City of Vernon under a CalPERS Benefit Formula (i.e. Age 50 or 57 Formula) to be eligible for Retiree Medical/Dental Benefits.

Employees in the Vernon Police Management Association must have been employed as sworn Peace Officers for a minimum of twenty (20) years and a minimum of 10 years of that service has been in the employment of the City of Vernon to be eligible for Retiree's Medical benefit. The City shall pay up to \$1,100 per month towards the employee's option of the City's medical and dental insurance programs for the employee and his/her eligible spouse, or the equivalent to the then-current lowest cost City-offered Employee+Spouse medical HMO and/or dental HMO insurance premium, whichever is greater. Alternatively, eligible retired employees and spouse may opt not to enroll in the City's medical and/or dental insurance coverage and instead receive a monthly reimbursement for premiums actually paid up to \$1,100 per month as permitted by the Public Employee Pension Reform Act (PEPRA) or the amount equivalent to the then-current lowest cost City-offered Employee+Spouse medical-HMO and/or dental HMO insurance premium, whichever is greater. Once a retired employee opts not to enroll in the City's medical and/or dental insurance, he or she will not be allowed to re-enroll.

The City's contribution toward the Retiree Medical/Dental Benefit Plan shall continue for said retired employee and eligible spouse up to the age of sixty-five (65). Upon reaching the age of sixty-five (65), the retiree and/or eligible spouse shall apply for Medicare coverage, whereupon the City's insurance shall become supplemental coverage. The City shall pay up to 100% of the cost to provide any Medicare supplemental medical and dental insurance plan offered by the City of Vernon, not to exceed \$1,100 per month. The City will not be the primary insurance carrier once the retiree and/or employee reaches the age of sixty-five (65). If the retiree or eligible spouse fails to timely obtain and maintain Medicare coverage, the City shall not be required to

provide any medical/dental benefits until such Medicare coverage is obtained and maintained. The maximum \$1,100 City contribution shall be applied only towards a City sponsored Medicare supplemental medical and dental premium plan payment and shall have no cash surrender value.

All retired employees with a minimum of ten (10) years of continuous uninterrupted service with the City may pay the City's premium cost for medical and dental insurance up to the age of sixty-five (65) after which time Medicare will become the primary insurance carrier. The retired employee may remain on the City's supplemental insurance to Medicare at his/her cost provided the retiree has timely obtained and maintains Medicare coverage.

Should the retired employee fail to pay his/her required cost of the insurance premium for the City's medical/dental benefit plan for any three (3) consecutive months or, should the coverage otherwise lapse for any reason other than City's non-payment, then the City's obligation to maintain the retiree's medical/dental benefit plan shall automatically terminate without the need for further notice.

Section 5: Vacations

A. Accrual

- Vacation accrual after the first year of service: 120 hours per year
- Vacation accrual after ten (10) years of service: 160 hours per year
- Vacation accrual after completion of twenty-five (25) years of service: 170 hours per year

B. Policy

VPMA employees may take all or part of their vacation in increments of one-fourth (1/4) hour or more, as determined by the Chief at his discretion with due regard for the wishes of the employee and the needs of the Department.

Any request will be honored only if, in the opinion of the Chief or his designee, the manpower or service level on the day or days and at the times requested is adequate to permit granting such a request.

Vacation time provided for herein shall be accumulated from calendar year to calendar year, and shall be compensated for if not utilized during said period.

Section 6: "In Lieu" Holidays

VPMA employees shall receive one hundred and ten (110) "in lieu" holiday hours per calendar year). "In lieu" holidays will be credited to each employee on each July 1 in which he/she is on the active payroll, including those on "Light Duty", of the Department in a classification represented by the VPMA and must be taken prior to the immediately following July 1.

"In lieu" holidays may be taken in increments of one-fourth (1/4) hour or more, on dates desired by the employee subject to the needs of the Vernon Police Department.

"In lieu" holidays, if not taken, shall not be paid for except if the employee was denied an opportunity to take them off during the calendar year for which such "in lieu" holidays were

granted. In that case only, the employee shall be paid for said “in lieu” holidays not taken with his/her first possible payroll check on or after July 1 of the calendar year following the year for which the “in lieu” holidays were credited, at his/her then basic rate, excluding all other compensation, computed in accordance with the applicable Salary Resolution of Vernon. An employee who quits or is terminated shall not be entitled to any compensation for “in lieu” holidays not taken.

If the City Council, during the fiscal year, provides one or more additional holidays to the miscellaneous employees in addition to those holidays provided for in Resolution No. 8764, VPMA employees shall receive the same number of any additional holidays. Any additional “in lieu” holiday time received by VPMA employees will be for a maximum of ten (10) hours per day received.

Section 7: Sick Leave

Full-time VPMA employees only receive sick leave accrual while they are in a paid status. Employees shall accrue sick time at a rate of 3.08 hours per pay period (80 hour annually), with a maximum cap of 960 hours. Upon reaching the cap, full-time employees will continue to accrue sick leave provided; however, in the final pay period in December each year all accrued sick leave in excess of 960 hours shall be cashed in at fifty percent (50%) of the employee’s regular rate of pay. Part-time and temporary VPMA employees (excluding CalPERS retired annuitants) working for 30 or more days within a year shall be entitled to accrue paid sick days at the rate of one (1) hour per every 30 hours worked. Employee shall only receive sick leave accrual while they are in a paid status.

If a VPMA employee separates or terminates employment with the City, they shall be compensated for any accrued sick leave hours at the time of separation not to exceed 960 hours. Employees that separate from service with more than 20 years of service credit shall be compensated at 100% of their current pay rate applied to the first 480 sick leave hours and 50% for their remaining hours up to the cap of 960 hours. Employees with less than 20 years of service shall be compensated at 50% of their then current pay rate up to the cap of 960 hours. Employees shall have the option of obtaining service credit for the accrued, unused sick leave hours instead of a cash payment pursuant to California Government Code Section 20965.

VPMA employees are expected to contact their supervisor or Department head as soon as possible to report a sick leave time off notification and provide appropriate information on the nature of the illness or injury and the expected duration of the time off. Employees unable to report for duty due to an illness should be required to call in and notify the on-duty supervisor a minimum of 2 hours before they are due to start their shift.

A VPMA employee who is absent on sick leave for more than two (2) consecutive shifts shall be required by his or her supervisor to provide a doctor’s note in order to be paid for the sick leave.

Section 8: Bereavement Leave

When an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of a member of the employee’s immediate family (father,

mother, brother, sister, spouse, children, mother-in-law, father-in-law, step-parent-in-law, grandmother, grandfather, grandchildren, grandmother-in-law, grandfather-in-law or registered domestic partners), such person will be permitted, subject to the Chief of Police's approval, to a leave of absence with pay for up to twenty-five (25) hours over two shifts, which may, but need not be, consecutive. An employee shall not be granted paid Bereavement Leave for more than 2 days in any six-month period for the same family member.

Employees will be allowed to utilize their vacation time, any compensatory time, or any "in lieu" holiday time that is due to the employee, in order to lengthen such bereavement time.

The employee shall furnish satisfactory evidence of such death or critical illness to the Chief of Police, if requested.

Section 9: Deferred Compensation

VPMA employees are eligible to participate in the City's Deferred Compensation Program.

Section 10: Other City Employee Programs

VPMA employees are eligible to participate in all City sponsored programs passed by City Council Resolutions that are intended to benefit all employees in the areas of, but are not limited to, the following:

- Buyback of military leave for PERS retirement time
- Computer loan purchase plan
- Supplemental Life insurance
- Corrective eye surgery plan
- Hearing aid device plan
- Tuition reimbursement plan
- Family Medical Leave Act (FMLA)

ARTICLE EIGHT

WORK SCHEDULE AND ABSENCES

Section 1: Provisions

The Vernon Chief of Police at his sole discretion shall establish the work schedule.

Section 2: Work Schedule 3/12 Plan

Law Enforcement agencies are allowed to establish a work period of any length between seven (7) and twenty-eight (28) consecutive days. At the City, employees must work one hundred sixty (160) hours per twenty-eight (28) day cycle. In order to be compliant, VPMA employees assigned to patrol will work three (3), twelve and one half hour (12½) days per week with a ten (10) hours payback per month, without incurring any overtime.

In the event the City needs to adjust any work schedule, the City agrees that no such modification will be conducted without first notifying the effected employee a minimum of 10 days prior to the change, unless agreed to by the effected employee(s) and the Chief of Police or his designee.

The City agrees to continue the 3/12 Plan for VPMA employees assigned to patrol, with the exception of specific assignments. The VPMA agrees that the City may, at its sole discretion and at any time, terminate the 3/12 Plan. The VPMA agrees that the termination of the 3/12 Plan is not subject to the grievance procedure or any other administrative review and that the 3/12 Plan is not and shall not become a vested right in any manner, and that a decision to terminate such 3/12 Plan is subject to the meet and confer process.

Section 3: Shift and Code Seven Policy:

Patrol personnel shall work a twelve- and-one-half (12½) hour shift. The first one-half hour shall be used for briefing and training purposes. Lunch time (Code 7) shall be part of the shift and is compensable.

Section 4: Shift Trades

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. A shift trade must be pre-approved by a supervisor. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade.

If one individual fails to appear for the other (regardless of the reason), the person who was scheduled as a result of the shift trade will be listed as absent without leave and may be subject to discipline.

Any premium pay or other extra compensation shall continue to accrue only to the person originally entitled to the premium pay or extra compensation. Any hours worked beyond the normal work day will be credited to the individual actually doing the work. "Paybacks" of shift trade are the obligation of the two employees involved in the trade. "Paybacks" are to be completed within one (1) calendar year of the date of the initial shift trade.

Any dispute as to the "paybacks" is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the Department.

ARTICLE NINE

GRIEVANCE PROCEDURE

Vernon has adopted a grievance procedure applicable to all Police Lieutenants and Police Captains containing the following principles:

A grievance will be defined as a dispute between the City and an employee or employees adversely affected thereby over interpretation or application of any provision of this Memorandum of Understanding or policy. "Days" as used herein shall be those days that the City Hall of the City of Vernon is open part or all of the day. "Immediate Supervisor" is the lowest level management or supervisory person having immediate jurisdiction over the grievant.

GRIEVANCE PRESENTATION AND PROCEDURES

Employees shall have the right to present their own grievance or do so through their Association representative.

Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which (a) identifies the aggrieved, (b) contains the specific nature of the grievance, (c) indicates the time or place of its occurrence, if known, (d) states the article(s) of the MOU, City policy, rule or past practice which have been violated, misinterpreted or misapplied, (e) indicates the persons contacted at the informal stage, if applicable, and (f) states the corrective action desired. Grievances may be submitted via email, so long as the employee attaches the grievance form to the email by the required time line. If an employee includes attachments to the grievance form and those attachments are not included in the email or in-person submission, the City shall notify the employee that all attachments were not included and that the deadline for the City to respond to the grievance will not begin to run until all the attachments are received.

Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level. If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written (including email) consent of the aggrieved employee(s), Association representative and the designated management representative.

INFORMAL PROCEDURE

Within eight (8) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee may discuss the complaint with his/her

immediate supervisor. Employees are encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the grievance at the lowest possible step.

An employee, at his or her sole discretion, may opt to skip the Informal Procedure resolution process and instead go directly to Step One. If an employee chooses to proceed with the Informal Procedure, he/she or their union representative shall inform the Human Resources Director, within one day of initiating the Informal Procedure, that he/she has initiated the Informal Procedure and the date the informal grievance was first discussed with his/her supervisor.

Within eight (8) days of the discussion with the employee, the supervisor shall verbally respond to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process described below.

Step 1

The aggrieved employee shall present in writing his grievances to his immediate supervisor within ten (10) working days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee and the Municipal Employee Relations Representative (MERR) within eight (8) working days from the date the grievance was presented to him.

Step 2

If the grievance is not settled at the first step to the satisfaction of all parties, either the MERR or the aggrieved employee within ten (10) working days of the answer in the first step, shall reduce the grievance to writing, sign it and present it to the Department Head or his designee. The Department Head or his designee shall obtain the facts concerning the alleged grievance and shall within eight (8) working days of receipt of the written grievance conduct a meeting between himself, his representative if needed, the aggrieved employee, and the employee's representative. The Department Head or his designee shall notify the aggrieved employee and the MERR of his decision not later than eight (8) working days following the meeting date.

Step 3

If the grievance is not settled at Step 2, it may, upon the request of either the employee or the MERR, be submitted to the mediation of the California State Conciliation Service. The mediator designated by the Service shall attempt to adjust the grievance. Proposals, concessions and admissions made during the course of such mediation shall be confidential and not be used in any subsequent proceedings. If the grievance is not settled to the satisfaction of all parties within twenty (20) days after the designation of the mediator by the Services, then the grievance shall be deemed not to have been settled at Step 3.

Step 4

If the grievance is not settled to the satisfaction of all parties at Step 3, then the grievance shall be submitted to the City Council of the City of Vernon for determination. The Council shall conduct such hearing and receive such evidence as it deems appropriate. The City Council will

make the final decision at its sole discretion; however, the mediator from Step 3 above will be allowed to participate with the Council during an executive deliberative session wherein management representatives and employee representatives shall be excluded from said deliberative session.

The Council's decision will be the final step in the Grievance Procedure and will be provided in a written format that will be given to the grievant after the decision is made. Should employees represented by the Vernon Police Officers Benefit Association (VPOBA) amend their MOU contract language regarding Grievance Procedures between July 1, 2016 and June 30, 2019, the City and the VPMA agree to amend the VPMA MOU to incorporate such changes.

ARTICLE TEN

DISCIPLINE PROCEDURE

Disciplinary Procedure

The parties recognize that the Public Safety Officers Procedural Bill of Rights Act (the “Act”) (Government Code Section 3300, *et. seq.*) provides for the administrative appeal of certain types of disciplinary actions. The procedural details for implementing the provisions of such administrative appeal shall be as follows:

Step 1

Any VPMA employee who wishes to proceed with an administrative appeal after a decision by the City Administrator regarding a disciplinary action must make a written request for an administrative appeal. The written request must identify each of the issues which said employee intends to address during the administrative appeal and must be personally delivered to the office of the City Administrator of the City of Vernon within ten (10) working days after receiving written notice of the City Council’s decision imposing the subject discipline. The parties agree that if such written request is not submitted to the City Administrator’s office in a timely manner, said employee shall have waived his or her right to proceed with the administrative appeal.

Step 2

After receipt of the written request for the administrative appeal, the City Administrator shall, within forty (40) days, schedule the administrative appeal for a closed session at a scheduled City Council meeting. The VPMA employee shall have the right to have the matter proceed in open session, but must make the City Council aware of this choice before the appeal begins. The City Administrator shall provide the VPMA employee with at least ten (10) days’ notice of the scheduled City Council meeting when the administrative appeal will be heard.

Step 3

The City Council shall conduct the administrative appeal, and shall consider and receive such evidence as it deems appropriate.

Step 4

Said VPMA employee shall not have the right to subpoena witnesses or cross-examine any witnesses, but shall be permitted to submit written documents and oral testimony.

Step 5

The City Council's decision will be provided in a written format which will be given to the VPMA employee after the decision is made. The decision of the City Council shall be final and shall be binding on the parties.

Should employees represented by the Vernon Police Officers Benefit Association (VPOBA) amend their MOU contract language regarding Discipline Procedures between, the City and the VPMA agree to amend the VPMA MOU to incorporate such changes. An amendment may be needed based on the VPOBA MOU.

ARTICLE ELEVEN

MANAGEMENT RIGHTS

Section 1. Exclusive Rights and Authority.

In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services, subject to certain limitations contained elsewhere in this Memorandum of Understanding. Therefore, the following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The consideration of the merits, necessity, or organization of any service activity conducted by the City shall include, but not be limited to the City's right to:

- A. Determine issues of public policy.
- B. The exclusive right to determine the mission of its constituent departments, commissions, and boards.
- B. Set standards and levels of service and to expand or diminish services.
- C. Determine policies, procedures and standards for selection, training and promotion of employees.
- D. Direct its employees.
- E. Establish and enforce employee dress and grooming standards.
- F. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons.
- G. Maintain the efficiency of governmental operations.
- H. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted.
- I. Determine the content and intent of the job classifications and, to develop new job classifications.
- J. Determine methods of financing.
- K. Determine style and/or types of city-issued wearing apparel, equipment or technology to be used.
- L. Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted.
- M. Determine and change the number of locations, relocations and type of operations processes and materials to be used in carrying out all city functions, including, but not limited to, the right to contract for or subcontract any work or operations of the City.
- N. Assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
- O. Establish and modify productivity and performance programs and standards.
- P. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable state law.
- Q. Establish employee performance standards including, but not limited to, quality

- and quantity standards, and to require compliance therewith.
- R. Take all necessary actions to carry out its mission in emergencies.
- S. Exercise complete control and discretion over its organization and the technology of performing its work.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, subject to this Memorandum of Understanding.

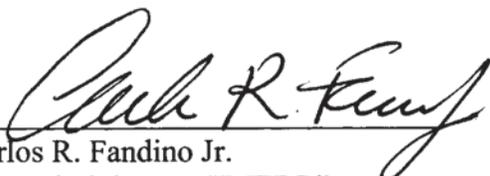
Section 2. Grievance on Impacts.

The exclusive decision-making authority of the City Council on matters involving City rights and authority shall not be in any way, directly or indirectly, subject to the *grievance* procedure set forth in this Memorandum of Understanding. The employee may only grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

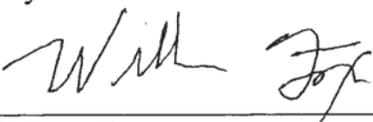
The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law. The City shall meet and confer in good faith with the Association on all matters related to the salaries, fringe benefits and other terms and conditions of employment in accordance with the Meyers-Milias-Brown Act and/or Police Officers Bill of Rights.

SIGNATURE PAGE

CITY OF VERNON



Carlos R. Fandino Jr.
City Administrator/"MERR"



William Fox
Finance Director

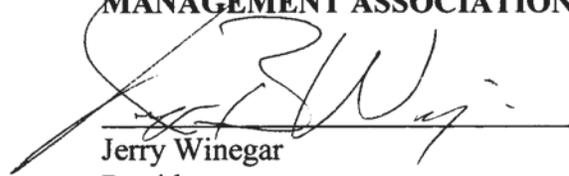


Lisette Michel Grizzelle
Senior Human Resources Analyst

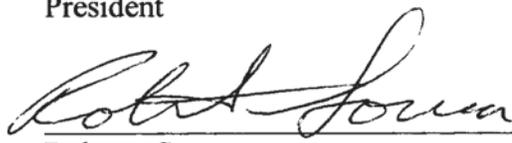


Ana K. Rueda
Human Resources Analyst

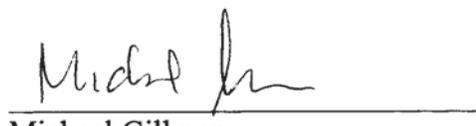
**VERNON POLICE
MANAGEMENT ASSOCIATION**



Jerry Winegar
President

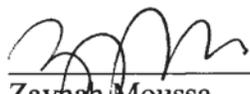


Roberto Sousa
Treasurer



Michael Gillman
Secretary

APPROVED AS TO FORM:



Zaynah Moussa
Senior Deputy City Attorney

APPROVED AND ADOPTED BY THE CITY COUNCIL ON July 12, 2016, PER
RESOLUTION NO. 2016-39.

Attest:



Maria Ayala
City Clerk

Dated: 09/01/2016