



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF VERNON  
AND  
VERNON POLICE OFFICERS' BENEFIT ASSOCIATION  
July 1, 2022 through June 30, 2025**



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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF VERNON**  
**AND**  
**VERNON POLICE OFFICERS' BENEFIT 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 Officers' Benefit Association (hereinafter "VPOBA") and except as otherwise specifically provided herein shall apply only to those defined in the aforesaid Resolution as "full-time and regular part-time employees in the Police Department except management and confidential employees" (Section 8B(2) "Group 2"), otherwise known as Police Officers and Sergeants.

This MOU constitutes a joint agreement by the Municipal Employee Relations Representative ("MERR") and the VPOBA, 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 VPOBA 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 be effective as of July 1, 2022, and shall expire at midnight on June 30, 2025.

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

# **ARTICLE ONE**

## **FUNDAMENTALS**

### **Section 1: Recognition**

The City of Vernon recognizes the Vernon Police Officers' Benefit Association ("VPOBA") as the certified majority representative of the employees, comprised of Police Officers and Sergeants, 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 VPOBA shall discriminate against any individual, applicant, or employee with respect to his/her 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 VPOBA.

### **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: Layoffs**

In accordance with the Meyers-Milias Brown Act, the City and the Association shall meet and confer on the effect of its actions to layoff. This will occur prior to implementation of layoffs, except in emergency circumstances wherein the City Council declares a fiscal emergency pursuant to Article II, Chapter 2.2 of the City of Vernon City Charter. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights to layoff.

### **Section 5: No Strikes or Lockouts**

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

**Section 6: City/VPOBA Meetings**

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

**Section 7: Association Business**

Representatives of the VPOBA shall be allowed time to conduct their Association business as necessary during work hours. Coordination of such work will be made with the Chief of Police to ensure the availability of staffing levels for such meetings.

The VPOBA President will have available to him/her a total of 200 hours of Association Leave Time at the beginning of each calendar year for conducting Association business off-duty during time he/she and/or any of his/her Association board members would be regularly scheduled to work.

- A. The VPOBA President will be responsible for assigning any Association Leave Time to his/her board members. Unused hours may not be carried over from one year to the next without the written authorization of the Police Chief or designee.
- B. In each case where Association Leave Time is requested, such request must be in writing to the Police Chief or designee or above a minimum of 72 hours before the Leave Time is needed unless authorized in writing by the Police Chief or designee.
- C. Association Leave Time will not be granted if it will cause overtime unless it is authorized in writing by the Police Chief or designee.
- D. In no case will Association Leave Time be used for political action purposes.



## 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, 2022, and shall remain in full force and effect up to and including midnight, the 30th day of June 2025 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 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, 2025 and March 1, 2025.

#### **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 Public Safety Officers' Procedural Bill of Rights Act.

**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.



Employees who are not at the top step of their Classification Compensation Plan and who achieve an overall “above average” ranking during their annual performance review in accordance with the City’s Performance Evaluation Policy will receive one merit salary advance on the first full pay period in July. Employees shall continue to receive their annual evaluations as scheduled in the City’s Performance Evaluation Policy and employees may receive more than one annual merit salary advance during the term of this Agreement.

Notwithstanding the above provision, any person employed in a position of Police Officer, Step 1, shall be appointed to Step 2 upon his/her successful completion in an assigned accredited training academy, and any person employed in a position of Police Officer, Step 2, shall be appointed to Step 3 after serving at least six (6) months in the field and upon receiving a merit evaluation of satisfactory/competent. Any person who qualifies for said increase shall have his/her anniversary date for future merit increases established as of the date said officer is appointed to said Step.

**Section 4: Salary Adjustment Increase**

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

**Section 5: Premium Pay**

In the event a Police Officer or a Sergeant is assigned to the Detective Division, the Professional Standards Division, or an outside detail or task force, he/she shall receive premium pay equal to five percent (5%) of his/her base pay per month, and the premium pay 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 overtime pay and last highest annual salary.

**Section 6: Bilingual Pay**

A VPOBA 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 Two Hundred Seventy-Five Dollars (\$275.00) 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 7: Peace Officers Standards and Training (“Post”) Certificate Incentive**

VPOBA employees who have completed their evaluation period shall be entitled to P.O.S.T. certificate pay as follows:

Effective the first full pay period in July of 2021 the POST Certificate pay shall be as follows:

Intermediate: 6% of the employee’s basic monthly salary, excluding all other compensation

Advanced: 12% of the employee’s basic monthly salary, excluding all other compensation

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

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

**Section 8: Shooting Pay**

Effective August 1, 2014, Shooting Pay for all employees shall be discontinued.

**Section 9: Field Training Officers**

Police Officers assigned by the Chief of Police or designee, as Field Training Officers shall receive a deferential of five percent (5%) of their base salary for the period so assigned. This 5% deferential shall be considered a part of their base salary when calculating Longevity, SAI, and P.O.S.T certificate pay.

Each officer assigned as a Field Training Officer shall complete a P.O.S.T. approved Field Training Officer School prior to assignment.

The number of field training officers, qualifications, and training for such assignment shall be determined by the Chief of Police. Such assignment maybe revoked at any time without recourse to the disciplinary procedure.

### **Section 10: Canine Handlers**

Each member of the canine team is responsible for the care and maintenance of their assigned Police Service Dog (PSD) both on and off duty. Each handler assigned to the canine team will be paid three (3) hours of overtime each week. This overtime pay will compensate the handler for the time spent providing care for their PSD outside of normal duty hours.

### **Section 11: Motor Officers**

Each Operator shall be provided with one (1) hour off per work week for motorcycle maintenance. Time off shall be scheduled either at the beginning or end of a shift with the Watch Commander to ensure sufficient staffing levels.

### **Section 12: Relief Sergeant**

Vernon has established a Sergeant's relief position with a salary equal to the salary received by Patrol Sergeants. The Chief of Police has the discretion to assign additional duties to the Sergeant assigned to this position.

### **Section 13: Police Corporal Assignment - Lead Premium Pay**

At the discretion of the Police Chief, an employee who is assigned to the Police Corporal assignment shall be eligible to receive a five percent (5%) Police Corporal Lead Premium Pay effective July 1, 2015. The Police Corporal Lead Premium Pay shall be in accordance with the attached Police Corporal Program brochure and summary. The five percent (5%) premium shall not be considered to be part of the employee's base salary when computing other incentive pay.

## **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 who are hired on or after July 1, 1995, and before December 31, 2013, 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.

**Section 3: Employees Hired on or after July 1, 1995 and on or before December 31, 1998.**

Notwithstanding Sections 1 and 2 above, effective July 6, 2008, the City established an additional 5% longevity program tier. Employees hired on or after July 1, 1995, and on or before December 31, 1998, shall be entitled to receive an additional 5% above base pay (for a total Longevity pay not to exceed 10%) for attaining ten years of service.



## **ARTICLE FIVE**

### **OVERTIME**

#### **Section 1: Overtime Authorization**

All overtime requests must have prior written authorization of a supervisor 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. Dispatched calls extending beyond the end of duty time are considered as authorized.

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

Employees 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**

Employees 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.

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. Sick Leave
4. Administrative Leave
5. Compensatory Leave
6. Workers' Compensation Leave (4850 time)
7. Jury Duty
8. Bereavement Leave
9. Military Leave
10. Association 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**

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, employees required to attend court sessions outside a scheduled work shift shall be compensated a minimum guarantee of four (4) hours at time and one-half (1.5). The court appearance minimum of four (4) hours or court stand-by time shall not apply to employees appearing in court during an on-duty status, whether it be his/her regularly assigned shift or an overtime shift assignment, or employees are receiving pay from the City for another reason (i.e., IOD or Administrative Leave).

- C. No more than one guaranteed minimum of four (4)-hours shall be paid in any one day. In the event an employee receives two or more court appearance notices for the same day (for example, morning and afternoon session) the court appearance shall be for the total accumulative hours for the day to attend court. In such cases, an employee shall be compensated at time and one-half (1.5) at his/her regular hourly rate for court duty assignment beyond the guaranteed minimum of four (4) hours.
- D. 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.
- E. When an employee is scheduled for duty and a court appearance is required within one-half (1/2) hour before his/her shift or one-half (1/2) hour after the end of his/her shift, the employee shall not be eligible for the four (4) hour court appearance minimum. However, the employee shall be compensated for such overtime worked at 1.5 times his/her regular rate of pay.
- F. After receiving a court appearance subpoena, an employee may not request or take vacation (or other requested/approved leave) on the appearance date, unless the court/subpoenaing party approves the employee's request to reschedule. If an employee has requested or is scheduled to be off duty on vacation (or other requested/approved leave) prior to receipt of a subpoena, and the request to reschedule the court appearance is denied, he/she will be eligible for the court appearance overtime provisions of this section.

### **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 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.

#### **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 (4) 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/her work time shall be credited commencing immediately after the employee has been directly contacted by the employer.

#### **Section 8: Jury Duty**

- A. All regular full-time employees summoned to serve on jury duty shall be provided "Jury Duty Pay" and there shall be no loss of compensation. An employee will be compensated up to two weeks at full pay for jury duty. The employee must provide notice of the

expected jury duty to his or her supervisor as soon as possible, but in no case later than 14 calendar days before the expected start date of the jury duty.

An employee on call for jury duty is expected to report to work. An employee who is called in for jury duty will be required to return to work as soon as they are released from jury duty. All employees shall obtain verification of the hours of jury duty performed using verification forms as may be supplied by the court.

- B. Except as herein provided, employees shall remit to the City any compensation received for those days while on jury duty and shall receive regular pay for the time served. Employees shall be reimbursed by the City for the mileage portion of the jury duty compensation. Jury duty performed on an employee's regular day off shall not be compensated by the city and the employee shall be entitled only to the court's compensation for duty performed on such employee's regular day off.
- C. If an employee is required to serve on a jury for a period longer than two weeks, the employee shall be entitled, at the employees' option, to use any accrued leave time, other than sick time, during the period of extended jury service. The employee shall continue to receive all paid benefits, and shall continue to accrue eligible leave benefits.

**Section 9: Non-Compensable**

- A. **City Vehicle Use**—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**—Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty. Each employee is provided with a locker for his/her personal convenience. Any employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work as long as the badge and insignia are covered in a non-police issue

garment such as a windbreaker. Employees choosing to wear their uniforms covered to and/or from work should not wear their “Sam-Browne” belt.

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.

- C. **Exempt**--The Chief of Police and Captains are exempt from overtime. For purposes of treatment of overtime, the classification of Police Sergeant shall be treated in the same manner as Police Officers.

**ARTICLE SIX**  
**UNIFORMS, ALLOWANCE AND SAFETY EQUIPMENT**

**Section 1: Uniform Allowance**

The City will pay each Group 2 employee who has completed his or her first year of service with the City and 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**

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.

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 employees with three percent (3%) at 50 PERS retirement benefit plan.

As a result of the recent 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.

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

Effective the first full pay period in July 2019, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, all employees designated as “classic” employees and enrolled in the “classic” retirement benefit formula shall share the cost of the employer CalPERS contribution by paying an additional 1% of CalPERS reportable compensation for a total contribution of ten percent (10%).

Effective the first full pay period in July 2020, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, all employees designated as “classic” employees and enrolled in the “classic” retirement benefit formula shall share the cost of the employer CalPERS contribution by paying an additional 1% of CalPERS reportable compensation for a total contribution of eleven percent (11%).

Effective the first full pay period in July 2021, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, all employees designated as “classic” employees and enrolled in the “classic” retirement benefit formula shall share the cost of the employer CalPERS contribution by paying an additional 1% of CalPERS reportable compensation for a total contribution of twelve percent (12%).

#### **Section 2: Supplemental PERS Retirement Benefits**

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

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

Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.



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

- Gov't Code Section: 20124 - Military Service Credit as Public Service:  
Employees may elect to purchase up to four (4) years of service credit.
- Gov't Code Section: 21571 – Basic Level of 1959 Survivor Benefits:  
Provides surviving benefactor a monthly allowance up to four-hundred thirty dollars (\$430).
- Gov't Code Section: 21624 & 21626 & 21628 - Post Retirement Survivor Allowance:  
Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option choices, in effect at the time of death of retiree.

**Section 3: Medical.**

The City offers various medical plans to employees. The City reserves the right to select, administer, or fund any fringe benefit programs involving insurance that now exist or may exist in the future.

The City shall meet with the Association prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

**Section 4: Cafeteria Plan.**

The City and Association agree to a section 125 cafeteria plan (non-cash out), effective January 1, 2015. The City will adhere to the cafeteria plan requirements in accordance with IRS Section 125 regulations. The City shall provide to each employee in this bargaining unit a monthly allowance toward the cost of his/her medical, dental, and vision plans as outlined in subsections A, B, C, and D below.

During the term of the Agreement, for employees who elect Employee + Family coverage, the City agrees to 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. If employees opt out of dental and/or vision, they may use the allotments for those respective coverages toward excess medical premiums.

During the term of the Agreement, for employees who elect Employee-Only, Employee + Spouse and Employee + Children tiers, the City agrees to 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 \$1,165 per month. Employees who elect one of these tiers must pay for their dental and vision benefits from this cafeteria contribution. The parties understand and agree that this amount will remain fixed during the term of this Agreement. Provided, however, should 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. If employees opt out of dental and/or vision, they may use the allotments for those respective coverages toward excess medical premiums.

For unit 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.

During the term of the Agreement, Employees will be allowed to opt in to the Employee + Family plan during any open enrollment period or upon a qualifying event as prescribed by the City's insurance provider.

**Section 5: Dental:**

The City of Vernon provides a dental insurance plan to employees. In the event an employee does not exceed his/her monthly employer medical allowance, the employee shall be allowed to apply any unused portion toward the purchase of dental insurance for himself/herself and eligible dependents. The cost of any plan selected by the employee that exceeds his/her monthly employer medical allowance shall be paid by the employee through a pre-tax payroll deduction.

**Section 6: Vision:**

The City of Vernon provides a vision care plan to employees. The City shall pay 100% of the cost of such a plan for employees only. All premiums for vision coverage at each tier of coverage are to be deducted from the total monthly city contribution for Medical, Dental, and vision coverage. In the event an employee does not exceed his/her monthly employer medical allowance, the

employee shall be allowed to apply any unused portion towards the purchase of additional provided coverage for vision care.

**Section 7: Life Insurance:**

The City provides a \$20,000 life insurance 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. In the event an employee does not exceed his/her monthly employer medical allowance, the employee shall be allowed to apply any unused portion towards the purchase of additional provided coverage for supplemental life insurance.

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.

**Section 8: 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.

For employees hired by the City before July 1, 2019, the following retiree medical benefits apply:

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 in the classifications represented by the Vernon Police Officers Benefit Association who 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. The maximum \$1,100 City contribution shall be applied only toward a city provided medical and dental premium plan payment and shall have no cash surrender value.

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 Part A and Part B coverage, whereupon the City's insurance shall become supplemental coverage. The City shall pay up to \$1,100 per month of the cost to provide any Medicare supplemental medical and dental insurance plan offered by the City of Vernon. The City will not be the primary insurance carrier once the retiree and/or eligible spouse 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 for employee only, 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.

Current active employees as of July 1, 2022, who have had a previous break in service with the City shall receive credit for any previous full-time City of Vernon service for the purpose of determining eligibility for retiree medical benefits.

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.

Eligible retired employees may opt not to enroll in the City's medical and/or dental insurance coverage and instead receive a monthly reimbursement payment for the employee and his/her eligible spouse of \$1,100 or the equivalent to the then-current lowest cost City-offered Employee + Spouse medical HMO and/or dental HMO insurance premium, whichever is greater, as permitted by the Public Employee Pension Reform Act (PEPRA). 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.

For employees hired by the City on or after July 1, 2019, the following retiree medical benefits apply:

The City shall pay up to the amount equivalent to the then current, lowest cost, employee only HMO insurance premium for the City's medical and/or dental insurance premium(s) for all full-time regular employees in the classifications represented by the Vernon Police Officers Benefit Association who have been employed as sworn Peace Officers for a minimum of twenty (20) years and a minimum of ten (10) years of that service has been in the employment of the City of Vernon. The City contribution shall be applied only toward a city provided medical and dental premium plan payment and shall have no cash surrender value.

The City's contribution toward the Retiree Medical/Dental Benefit Plan shall continue for said retired employee up to the age of sixty-five (65). Upon reaching the age of sixty-five (65), the retiree shall apply for Medicare Part A and Part B coverage, whereupon the City's insurance shall become supplemental coverage. The City shall pay up to the cost of any Medicare supplemental medical and dental insurance plan offered by the City of Vernon. The City will not be the primary insurance carrier once the retiree reaches the age of sixty-five (65).

If the retiree 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.

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 for employee only, 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.

Eligible retired employees may opt not to enroll in the City's medical and/or dental insurance coverage and instead receive a monthly reimbursement payment up to the amount provided above depending on the employee's date of hire as permitted by the Public Employee Pension Reform Act (PEPRA). 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.

### **Section 9: 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

Current active employees as of July 1, 2022, who have had a previous break in service with the City shall receive credit for any previous full-time City of Vernon service for the purpose of determining accrual of vacation leave.

#### **B. Policy**

Employees may take all or part of their vacation in increments of one-fourth (1/4) hour or more, as determined by the Police Chief at his/her 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 Police Chief or 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 10: "In Lieu" Holiday Time**

Each year, the City will determine the number of holidays observed and shall provide in-lieu holiday hours for these employees in an amount equal to the number of observed holidays multiplied by the employees' paid hours per shift.

"In lieu" holidays will be credited to each employee on each July 1 in which he/she is on the active

payroll of the Department, including those on “Light Duty,” in a classification represented by the VPOBA, 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 fiscal 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 fiscal 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, Employees shall receive the same number of any additional holidays. Any additional “in lieu” holiday time received by employees will be for a maximum of ten (10) hours per day received.

### **Section 11: Sick Leave**

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, employees will continue to accrue sick leave provided; however, in or about February of 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.

If an 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.

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.

An 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 12: 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, grandmother, grandfather, grandchildren, grandmother-in-law, grandfather-in-law, step children, step parents, step parents-in-law, step brother/sister-in-law, or registered domestic partner), such person will be permitted, subject to the Chief of Police's approval, to a leave of absence with pay for up to the equivalent to one work week (37.5, 40, OR 47.5 hours) based on the individual employee's regular schedule.

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 13: Deferred Compensation**

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

### **Section 14: Other City Employee Programs**

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
- Corrective eye surgery plan
- Hearing aid devise plan
- Tuition reimbursement plan
- Family Medical Leave Act (FMLA)

**Section 15: City Vehicle**

The Police Sergeant assigned to detective duties shall be allowed to take his/her assigned City vehicle home.

## **ARTICLE EIGHT**

### **WORK SCHEDULE AND ABSENCES**

#### **Section 1: Provisions**

The Vernon Chief of Police at his/her 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, employees will work three (3), twelve and one half hour (12 1/2) days per week with a ten (10) hour 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 designee.

The City agrees to continue the 3/12 Plan for employees assigned to patrol, with the exception of specific assignments. The VPOBA agrees that the City may, at its sole discretion and at any time, terminate the 3/12 Plan. The VPOBA 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 (12 1/2) 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: Sergeants**

Patrol sergeants are entitled to eight (8) months of weekends off per year (including Saturday and Sunday). In the event there is a need to adjust a Patrol Sergeant's work schedule due to staffing issues, no such modification will be conducted without first notifying the affected Sergeant a minimum of 10 days prior to the schedule adjustment. There may be an exception to the minimum schedule change notice if the affected Sergeant is in agreement to an immediate change in his/her work schedule.

#### **Section 5: 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.

**Section 6: Early Relief**

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief.

“Paybacks” of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute 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 who leave the employment of the City or are assigned other duties.

**Section 7: Staffing**

The City agrees, at the minimum, to meet and discuss any newly budgeted sworn position to determine special assignment pay, as appropriate.

## **ARTICLE NINE**

### **GRIEVANCE PROCEDURE**

#### **GRIEVANCE DEFINITION**

A grievance shall be defined as an allegation by an employee or the Association of a misinterpretation, misapplication, or violation of a particular provision of this MOU, City policy, rule, or past practice. The grievance procedure shall not be used in connection with an impasse in collective bargaining, nor with disciplinary actions or other matters for which appeal procedures exist under the Discipline and Disciplinary Actions article herein, or pursuant to statute.

#### **DAYS**

Days shall be defined for the purposes of this Article as any day in which the City Hall is open to the public for the general conduct of business.

#### **Step One - Immediate Supervisor**

Within fifteen (15) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee(s) or the Association shall initiate the grievance procedure by explaining the situation orally or in writing to the immediate supervisor of the affected employee(s). The Association and/or employee(s) waives the right to proceed with the grievance if the grievant does not initiate the procedure by this deadline. After the presentation of the grievance to the supervisor, the supervisor shall make a decision and present his/her decision, in writing, to the Association and employee(s) within five (5) days.

#### **Step Two - Department Head**

If the Association or employee(s) is not satisfied with the decision of the immediate supervisor, the grievant(s) shall present the grievance, in writing, to the Chief of Police within ten (10) days of the decision of the immediate supervisor. The Association and/or employee(s) waives the right to proceed with the grievance if the grievant(s) does not act by this deadline. Within five (5) days, the Chief of Police, or the designee of the Chief of Police, shall meet with the Association and employee(s) to hear the grievance. Within five (5) days of hearing the grievance, the Chief of Police or designee shall present his/her decision, in writing, to the Association and employee(s), with copies to the Human Resource Director and the City Administrator.

### **Step Three - City Administrator/Advisory Arbitration**

If the Association or employee(s) is not satisfied with the result of the meeting with the Chief of Police, the grievant may request the matter be heard by the City Administrator or designee, or the Association may choose to have the matter heard by an impartial hearing officer (arbitrator).

Should the matter be submitted directly to the City Administrator or designee, he/she shall meet with the Association and/or employee(s) within eight (8) days of receipt of the grievant's written notice. If the Association and/or employee(s) elects to have the matter heard by the City Administrator or designee, the Association and/or employee(s) waives the right to have the matter heard by an arbitrator. Within eight (8) days of hearing the grievance, the City Administrator shall provide his/her decision, in writing, to the Association and employee(s). The decision of the City Administrator shall be final and binding, subject to the option of the employee to bring a proceeding pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

If the Association elects arbitration, costs of the arbitration shall be shared equally between the Association and the City. A court reporter shall be retained only by mutual consent of the parties. The costs of the arbitration, including the court reporter, shall be divided in half (i.e. 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost. If only one party wishes to retain a court reporter, the requesting party shall bear the cost of said reporter.

If the Association elects arbitration, the City shall request a list of seven (7) arbitrators registered with the American Arbitration Association, California State Conciliation Service or some other mutually agreed upon source within ten (10) days of the Association's request. If the parties are unable to agree on an arbitrator from that list, an arbitrator will be selected by the parties alternately striking names from the list until only one (1) name remains. The selected arbitrator shall serve as the hearing officer. All arbitration proceedings arising under the Grievance procedure shall be governed by the provisions of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

Within eight (8) days of receipt of the arbitrator's recommendation, the City Administrator shall provide his/her decision, in writing, to the Association and employee(s). The recommendation of an arbitrator shall be advisory to the City Administrator or designee. The decision of the City Administrator shall be final and binding, subject to the option of the employee to bring a

proceeding pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

All time limits specified in the foregoing procedure may be waived only by mutual written agreement.



## **ARTICLE TEN**

### **DISCIPLINE & DISCIPLINARY APPEALS PROCEDURE**

#### **A. DISCIPLINARY ACTIONS**

The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with consideration of the employee's personnel file. Progressive discipline will be used; however, this does not preclude the City from taking disciplinary action, up to and including termination, for an incident for which there is no prior documentation as long as the disciplinary action is warranted and is based on just cause.

The procedures herein shall be followed when, in the judgment of the Chief of Police, an employee has committed an act or omission that justifies discipline. The Chief of Police or designee shall advise employees of contemplated disciplinary actions in writing and allow the employee an opportunity to respond to such charges prior to taking final action.

Disciplinary actions should be documented in the employee's official personnel file. Performance deficiencies documented in the employee's performance evaluation as "does not meet standards" may be the basis for disciplinary action if the employee fails to correct those performance deficiencies within the time period designated by his/her supervisor. To the extent possible, performance deficiencies or other causes for discipline will be documented in the employee's personnel file.

Upon the City receiving authorization from the employee, the City will provide the Association with all written notices of discipline given to employees represented by Association. The written notice of discipline will also inform the employee that he/she has the right to consult with the Association with regard to the disciplinary action being taken.

Nothing in this article shall preclude the Chief of Police or designee from ordering a public safety officer to cooperate with other agencies involved in criminal investigations, except where the public safety officer may be the focus of the investigation. If an officer fails to comply with such an order, the officer may be officially charged with insubordination.

## **B. VERBAL OR WRITTEN REPRIMAND PROCEDURES/APPEALS**

Any sworn employee having received a verbal or written reprimand shall be entitled to the following appeal procedure; this will be the sole and exclusive procedure afforded to employees for appealing disciplinary action consisting of a written reprimand or less. Subsection (D) (Pre-Disciplinary Procedures), and Subsection (E) (Disciplinary Appeal Procedures), herein shall not apply to disciplinary action consisting of a verbal or written reprimand. This appeal process shall not be applicable to performance evaluations.

Days shall be defined for the purposes of this Article as any day in which the City Hall is open to the public for the general conduct of business.

Within ten (10) days of the employee's receipt of the verbal or written reprimand, the employee may request in writing a meeting with the supervisor who issued the reprimand. Failure to request a meeting within ten (10) days will constitute a waiver of the employee's right to respond. The employee's appeal may be made verbally or in writing. After the meeting or receipt of the employee's written appeal, the supervisor will have ten (10) days to respond to the employee in writing.

If the matter is not resolved to the affected employee's satisfaction, the employee may seek review of the supervisor's decision by submitting a written request to the Chief of Police or designee within ten (10) days of receipt of the supervisor's decision. The determination of the Chief of Police or designee is final and binding, subject to the option of the employee to bring a proceeding pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

## **C. PRE-DISCIPLINARY PROCEDURES**

Prior to the suspension, demotion, reduction in pay or dismissal of any permanent employee for disciplinary purposes, the following procedures shall be followed:

### **Written Notice of Proposed Action**

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include the proposed effective date of the discipline, a statement of the reason(s) for the proposed action, including the rule or standard of conduct allegedly violated, the proposed discipline and the charge(s) being considered.

## **Employee Review**

The employee shall be supplied with a copy of the documents or materials upon which the proposed disciplinary action is based.

## **Employee Response/Pre-Disciplinary Conference**

The notice of proposed action shall state the date by which the employee must exercise the right to respond orally, in writing or both orally and in writing. This represents the pre-disciplinary opportunity for the employee to state any reasons that he/she believes the proposed action to be inappropriate. The employee shall have a reasonable amount of time to respond, which shall not be fewer than ten (10) days. This date may be adjusted by mutual agreement. Failure to respond by the assigned date will constitute a waiver of the right to respond. Any response will be fully considered before any final action is decided upon.

The Pre-Disciplinary Conference does not need to be an evidentiary hearing. An employee has the right to have a representative of his or her own choosing at the conference. The City may conduct further investigation if the employee's version of the facts or new information raises doubts as to the accuracy of the City's information leading to the discipline proposal.

## **Written Notice of Final Action**

After consideration of the employee's response, or in the absence of a response, written notice of the final disciplinary action shall be given to the employee. Such notice shall include essentially the same information contained in the notice of proposed action, except that the employee's formal appeal rights shall be stated.

## **Emergencies**

When, in the opinion of the City, immediate disciplinary action is required to protect the health, safety or welfare of the public, other employees or the employee himself, the employee may be suspended for up to five (5) days pending the processing of the notices required in Section C of this article or may be suspended with pay pending the completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken. If the charges and/or allegations are not sustained, the employee suspended without pay shall be entitled to reinstatement with full back pay and benefits.

## **D. DISCIPLINARY APPEAL PROCEDURES**

### *Major Discipline*

Any permanent employee in the classified service shall have the right to appeal any dismissal, suspension of three (3) days or more, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to probationary employees. The appeal process shall not be applicable to performance evaluations, verbal and/or written reprimands.

An employee desiring to appeal the discipline shall have ten (10) days after receipt of proposed notice of discipline. The employee's request for appeal must be addressed to the City Administrator and received in the Human Resources Department. The Human Resources Department shall date stamp the employee's appeal to verify the timeliness of the appeal.

If, within the 10 day appeal period, the employee does not file the appeal, unless good cause for the failure is shown, the discipline shall be considered conclusive. If the employee files a timely appeal, an arbitration appeal hearing shall be established as follows:

1. The employee shall submit a written request to the Human Resources Department for advisory arbitration to the City Administrator or designee. The City and Association will share equally share (i.e. 50/50) the arbitration-related expenses, excluding attorney fees, expert witness(es) and staff time.
2. The City shall request a list of seven (7) arbitrators registered with the American Arbitration Association, California State Conciliation Service or some other agreed upon source within ten (10) days of the employee's request. If the parties are unable to agree on an arbitrator from that list, an arbitrator will be selected by the parties alternately striking names from the list until only one (1) name remains.
3. The selected arbitrator shall serve as the hearing officer.
4. All arbitration proceedings arising under this procedure shall be governed by the provisions of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.
5. All time limits specified in the procedure may be waived by mutual written agreement.

6. At the conclusion of the hearing, the arbitrator will submit his/her findings to the City and the employee. Within eight (8) days of receiving the arbitrator's findings, the City Administrator shall provide his/her decision, in writing, to the employee. The City Administrator's decisions shall set forth which charges, if any, are sustained and the reasons therefor. The opinion shall set forth findings of fact and conclusions. The City Administrator's decision is final, subject to the option of the employee to bring a proceeding pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

### *Minor Discipline*

Any permanent employee shall have the right to appeal any suspension below the threshold of major discipline. This appeal process shall not apply to probationary employees.

If the issue cannot be resolved between the employee and the supervisor, the employee may, within ten (10) days from receiving notice of the proposed discipline, request and be granted an interview with the Chief of Police or designee in order to discuss the appeal.

The Chief of Police or designee shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Chief of Police and employee are unable to arrive at a satisfactory solution, the employee may, within fifteen (15) days from the date of the decision by the Chief of Police, submit a written appeal to the City Administrator or designee. The City Administrator or designee will respond or schedule a meeting within fifteen (15) days. The City Administrator or designee shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions. The decision of the City Administrator shall be final and binding, subject to the option of the employee to bring a proceeding pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

## **ARTICLE ELEVEN**

### **MANAGEMENT RIGHTS**

The City retains all its exclusive rights and authority under State and Federal law and expressly and exclusively retains its management rights, which include, but are not limited to:

- A. The exclusive right to determine the mission of its constituent departments, commissions, and boards.
- B. Set standards and levels of service.
- C. Determine the procedures and standards of selection for employment and promotions.
- D. Direct employees.
- E. Establish and enforce 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.
- 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 exercise of such rights shall not preclude employees or their representatives from meeting and conferring or meeting and consulting, as required by law, with management representatives.

**SIGNATURE PAGE**

**CITY OF VERNON**

DocuSigned by:  
*Carlos R. Fandino Jr.*  
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Carlos R. Fandino, Jr.  
City Administrator / "MERR"

DocuSigned by:  
*Michael A. Earl*  
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Michael A. Earl  
Director of Human Resources

DocuSigned by:  
*Scott Williams*  
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Scott A. Williams  
Director of Finance/City Treasurer

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Lisette M. Grizzelle  
Senior Human Resources Analyst

**VERNON POLICE OFFICERS  
BENEFIT ASSOCIATION**

DocuSigned by:  
*Ignacio S. Estrada III*  
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Ignacio S. Estrada III  
President

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*[Signature]*  
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Lorenzo Gaytan  
Negotiating Committee

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Attorney

**APPROVED AS TO FORM:**

DocuSigned by:  
*Zaynah N. Moussa*  
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Zaynah N. Moussa  
City Attorney

APPROVED AND ADOPTED BY THE CITY COUNCIL ON July 19, 2022, PER  
RESOLUTION NO. 2022-26.

ATTEST.  
DocuSigned by:  
*Lisa Pope*  
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\_\_\_\_\_  
Lisa Pope  
City Clerk

Dated: 10/6/2022