

**RESOLUTION NO. 22-8065**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY  
ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY  
OF DOWNEY AND THE DOWNEY POLICE OFFICERS' ASSOCIATION  
(January 1, 2023 – December 31, 2025)**

**WHEREAS**, the City of Downey, hereinafter referred to as "City," and the City of Downey Police Officers' Association hereinafter referred to as "DPOA" have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and Employee Relations Ordinance 1118; and

**WHEREAS**, the City and the DPOA have memorialized the Agreement in a written Memorandum of Understanding.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES  
HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The Memorandum of Understanding between the City and the DPOA, attached hereto, is hereby approved in substantially the form thereof together with any additions thereto or changes therein deemed necessary or advisable by the City Manager.

**SECTION 2.** The Director of Human Resources is authorized to sign the Memorandum of Understanding.

**SECTION 3.** The City Clerk shall certify to the adoption of this resolution.

**APPROVED AND ADOPTED** this 24<sup>th</sup> day of May, 2022.


  
\_\_\_\_\_  
BLANCA PACHECO, Mayor

**ATTEST:**

  
\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a Regular meeting held on the 24<sup>th</sup> day of May, 2022, by the following vote, to wit:

AYES:	Council Members:	La Plante, Trujillo, Alvarez, Mayor Pacheco
NOES:	Council Members:	None.
ABSTAIN:	Council Members:	None.
ABSENT:	Council Members:	Frometa

  
\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF DOWNEY**  
**AND**  
**THE DOWNEY POLICE OFFICERS' ASSOCIATION**

**January 1, 2023 to December 31, 2025**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DOWNEY AND  
THE DOWNEY POLICE OFFICERS' ASSOCIATION**

**ARTICLE I**

**RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City of Downey, the City of Downey (hereinafter called the "City") has recognized the Downey Police Officers' Association as the majority representative of sworn personnel members of the Downey Police Officers' Association including all employees in classifications listed on Exhibit A, excluding all other personnel of the Police Department. The City has recognized the Downey Police Officers' Association for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500 et seq, and the Employee Relations Ordinance of the City when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

**ARTICLE II**

**NON-DISCRIMINATION**

**Section 1.** The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Ordinance and Government Code Sections 3500 to 3511.

**Section 2.** The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provisions of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

**Section 3.** Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to include the feminine gender.

**Section 4.** The City and Association agree to comply with applicable State and Federal laws and regulations regarding employment of the disabled.

## ARTICLE III

### **BASIC COMPENSATION PLAN**

#### **Section 1. Salary Increases / Adjustments / Retroactive Pay.**

**A.** All employees covered by this Memorandum of Understanding shall receive the following salary increases as referenced in Exhibit A:

1. Effective the start of the pay period that includes January 1, 2023, a four percent (4%) across the board base pay range increase.
2. Effective the start of the pay period that includes January 1, 2024, a four percent (4%) across the board base pay range increase.
3. Effective the start of the pay period that includes January 1, 2025, a four percent (4%) across the board base pay range increase.
4. The City shall make a one-time ad hoc lump sum payment of twenty-five hundred dollars (\$2,500.00) to each member of the Association covered by this MOU who are actively employed by the City on the date the MOU is adopted by the City Council and remain employed at the date of the payment. The payment shall be made by direct deposit during the workweek beginning January 16, 2023. The one-time ad hoc payment paid is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

#### **Section 2. Plan of Salary Schedules.**

**A.** Description of Schedules. The pay schedule consists of a set of monthly/hourly pay ranges. Each pay range is designated by a grade code per represented class. Each pay range consists of five (5) steps of monthly/hourly compensation, each of which is designated by step letter (A through E).

**B.** Hourly Equivalent Calculation. For payroll purposes, the base hourly equivalent of a monthly base rate is calculated by dividing twelve (12) times the monthly rate by two thousand eighty (2,080) hours (forty (40) hours times fifty-two (52) weeks per year).

#### **Section 3. Eligibility for Merit Salary Advancement.**

**A.** Eligibility for Salary Step Increase.

1. Salary step increase shall be considered on a merit basis only, and then only at the following times, and in accordance with subsection B below.
2. All full-time appointments shall be made at the first step of the pay range assigned that class unless prior written approval of the City Manager is obtained for appointments at a higher step in the assigned schedule.
3. No salary advancement shall be made so as to exceed the maximum rate established in the salary schedule for the class to which the employee's position is allocated.

**B. Qualification for Salary Step Advancement.**

1. Advancement shall not be automatic but shall be based upon merit, dependent upon increased service value of an employee to the City as exemplified by recommendations of his supervisor, length of service, performance record, special training undertaken, and other objective evidence.
2. Only employees rated as meeting the standard of fully effective work performance shall be qualified to advance to the salary steps B, C, D and E in accordance with City personnel rules and procedures.

**C. Merit Evaluation.**

1. Every employee shall receive an objective, written job performance rating no sooner than three (3) weeks before, nor later than five (5) working days before the date of eligibility for each salary step, merit longevity or hourly increase, and annually thereafter, and upon a change of employment status. Nothing in this Section shall prohibit the department head or an authorized supervisor from giving an additional objective rating to an employee between those periods of time described in this section.
2. An employee shall receive a rating from the supervisor(s) having knowledge of the employee's performance. This rating shall be reviewed by the department head. If an employee does not receive a merit increase due to the performance evaluation rating, the employee may appeal through the Grievance Procedure. If an employee can show that other employees have received merit increases and have received substantially the same performance evaluation within the last twelve (12) months of that being appealed, that fact shall be sufficient to support the appeal.

**Section 4. Salary Schedule Step Reduction.** Whenever an employee's work performance falls below the level for which a step increase was granted, an employee's authorized pay may be reduced to the employee's previous step rate under written procedures established by the City for demotions and reductions in pay.

**Section 5. Longevity Pay.**

**A. Eligibility for Longevity Pay.** As early as at least July 1, 2011, regular employees who have completed five (5), ten (10), twenty (20), and twenty-five (25) years of service (which went into effect June 28, 2010) with the City of Downey have and shall continue to receive longevity pay adjustments as follows.

<u>Service</u>	<u>Compensation Adjustment</u>
5 years	2.7500%
10 years	5.5000%
20 years	8.4020%
25 years	13.0000%

1. Years of service served as a Peace Officer Standards and Training (POST) certified Peace Officer in another agency shall apply toward longevity eligibility as though earned with the City of Downey.



**Section 6. Education Incentive Pay.** Employees covered by this Agreement shall receive additional compensation at the following rates upon attainment of the applicable educational level.

**A.** Associate of Arts degree and/or Intermediate Police Officer Standards and Training (POST) Certificate - seven percent (7%).

**B.** Bachelor's degree or Advanced POST Certificate - ten and one-half percent (10.5%),

**C.** Degrees stated above may be substituted by equivalent college units at a rate of sixty (60) semester units for an Associate's degree or ninety (90) quarter units and one hundred twenty (120) semester units for a Bachelor's degree or one hundred eighty (180) quarter units. Equivalent Bachelor's degree units must have a minimum of forty (40) upper division semester units or sixty (60) quarter units.

**Section 7. Court Time / Call in Pay.**

**A.** Court time is time required to be spent by employees of the Police Department in response to a subpoena, a coroner's inquest, a hearing or trial on a civil action on behalf of the City, or criminal case at a time other than that regularly required of such employee for his employment, for the purpose of testifying as to knowledge acquired in the course of his employment with the City. This definition shall apply to subpoenas issued for taking of depositions. Employees who are off duty on sick leave benefits, as described in Article VIII, Section 4, of this Agreement, or Workers' Compensation as described in Article VIII, Section 6, or when testifying at any grievance, City Council or other hearing on behalf of himself, another employee or the Association, shall not accrue additional time or compensation as court time.

**B.** Compensation for Court Time.

1. Off-duty employees shall be compensated for the actual time required for court appearances, travel to and from court and reasonable preparation time (e.g., to review reports, videos, etc.), or a minimum of four hours, whichever is greater, at time and one half the employee's regular rate. Court appearances requiring extensive travel and preparation time, shall require advanced supervisory approval.
2. Payments. Payments under this Section shall be on the regular pay day following such court appearance. The Chief of Police shall make a report to the Director of Finance prior to each pay date, listing the employee's earning benefits under this Section. Such report shall indicate the court time each employee earned in the previous pay period and whether he has elected to receive equivalent compensatory time when appearing as a witness.
3. Standby Compensation. Minimum standby time for court assignments shall be compensated at the rate of time and one-half (1.5) as follows:
  - a. Two (2) hours pay for the morning standby.
  - b. Two (2) hours pay for the afternoon standby.
  - c. Effective September 29, 2008, If the employee is called into court, or called in for duty, the employee shall be paid four (4) hours or the actual number of hours in court or worked whichever is greater.

## **Section 8. Special Assignment.**

**A. Corporal (Master Officer).** The Chief of Police shall have the authority and discretion to designate and/or remove any Police Officer as a Police Corporal (Master Police Officer) up to budget authority. The Chief of Police will also have the authority to establish job requirements and duties for Police Corporal (Master Police Officer). A Police Officer designated and assigned as Police Corporal (Master Police Officer) shall receive five and one-half percent (5.5% as additional compensation above their regular scheduled rate of pay while being assigned as a Police Corporal.

**B. Motorcycle Officer.** The Chief of Police has the authority and the discretion to designate and/or remove any Police Officer as a Motorcycle Officer up to budget authority. Police Officers who are assigned as Motor Officers shall receive a Motor Officer bonus of eleven (11%) above the Officer's rate of pay to ride a two-wheel (2) motorcycle. Any Police Officer who is designated and assigned by the Chief of Police as a Motorcycle Officer to ride on a full-time basis a three-wheel (3) motorcycle shall receive five and one-half percent (5.5 %) per month above the Officer's regular scheduled rate of pay. The number of Officers on any shift designated as Motorcycle Officers, either to ride a two-wheel or three-wheel motorcycle, shall not exceed the number of motorcycles of that category actually in use on that shift.

**C. Field Training Officer (FTO) (Training Premium).** The Chief of Police shall have the authority and discretion to designate and/or remove any Police Officer who is routinely and consistently assigned to train employees as an FTO up to budget authority. Members serving as FTOs are routinely and consistently assigned to train employees. The Chief of Police will also have the authority to establish job requirements and duties for FTO. A Police Officer designated and assigned as a FTO shall receive additional compensation above their regular scheduled rate of three and one-half percent (3.5%) and employees so designated shall receive such compensation at all times. The Association and its members understand, agree and acknowledge that the removal of the FTO assignment does not constitute a punitive action under Government Code 3304 (B). An officer who is removed from the FTO assignment shall be entitled to grieve the removal, but, in no instance shall be allowed to grieve beyond Step Three of the grievance procedure contained in this MOU.

### **D. K-9 Program Assignment.**

1. Response Time. In order to be eligible to qualify as K-9 Officer (canine handler), an Officer's place of residence must be within forty (40) miles of the Downey Police Department.
2. K-9 Assignment Pay. Each employee performing the assignment of K-9 Officer will receive four (4) paid hours off per week within the regular work schedule and thirty (30) minutes of compensatory time off each twenty-eight (28) day work period which is considered compensation for hours worked under the Fair Labor Standards Act (FLSA) for the time spent (as an Officer-canine handler) outside of their regular work duties in caring for the canine throughout the week.
3. The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the Officers assigned in the canine special assignment as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this Section to fully comply with the requirements of the FLSA. In addition, both parties

believe that this Section of the MOU does comply with the requirements of the FLSA. The City and Officers understand and agree that four (4) hours compensation each week and thirty (30) minutes of compensatory time off each twenty-eight (28) day work period are intended to compensate K-9 Officers for all off-duty hours spent caring, grooming, feeding and otherwise maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings. Unless otherwise authorized by a supervisor, employees in the K-9 assignment must limit their off-duty hours to a maximum of thirty (30) minutes per calendar day because they are only being paid for thirty (30) minutes per calendar day.

4. K-9 Officers shall bid their shifts by seniority based upon their time as a K-9 officer.

**E. Assignment Removal Appeal.** The removal of an officer from a special assignment, shall be subject to the Grievance Procedure, except removal of an officer from the FTO program shall be subject to the grievance procedure only if the removal was for disciplinary reasons.

**F. Maximum Special Assignment Pay.** The maximum additional compensation any Officer shall receive under this Section shall be eleven percent (11%) of the Officer's rate of pay. However, effective September 29, 2008, Motor Officers who are assigned to train a new Police Officer shall be eligible for three and one-half percent (3.5%) FTO pay for hours worked when they are actually training an Officer. This is an exception to the maximum special assignment pay provision and only applies when the Motor Officer is performing training.

**Section 9. Calculating the Value of Special Compensation (Spec Comp).** Beginning or earlier than July 1, 2011, the value of the following special compensation items are calculated using a compounding method that calculates them in the following order: (1) Longevity Pay; (2) Education Incentive Pay; (3) Special Assignment Pay [a. Corporal (Master Police Officer); b. Field Training Officer (FTO) (Training Premium); c. Motorcycle Pay]. Any other special compensation items are not included in the compounding calculation. Also, pursuant to Section 8.F, an officer assigned to motorcycle duty who also acts as a FTO will receive FTO pay only on hours worked as an FTO. The pay for these FTO hours worked will be calculated at the last compounded hourly rate of pay per this Section.

If the employee receives one or more of the special compensation items subject to compounding referenced above, the one that is highest in the order above is calculated first, as the applicable percent of the base hourly rate of pay. For each additional special compensation item on the list above, the value shall be determined by multiplying the next one received in the above order as a percentage of the base hourly rate of pay plus the value of the special compensation items already calculated under this method.

An example of the calculation method for a Police Officer without Motorcycle Pay who works eighty (80) hours in a two week pay period is as follows:

Employee Base Hourly Rate \$44.2842	Reportable Earnings @ 80 hrs.	\$3,542.74
1. Longevity Pay (13.0%)	Spec Comp Earnings	\$ 460.56
2. AA Education Incentive (7 %)	Spec Comp Earnings	\$ 280.23
3. Corporal (Master Police Officer) (5.50%)	Spec Comp Earnings	\$ 235.59
4. FTO (Training Premium) (3.50%)	Spec Comp Earnings	\$ 158.17

An example of the calculation method for a Police Officer with Motorcycle Pay who works eighty (80) hours in a two week pay period is as follows:

Employee Base Hourly Rate \$44.2842	Reportable Earnings @ 80 hrs.	\$3,542.74
1. Longevity Pay (13.0%)	Spec Comp Earnings	\$ 460.56
2. BA Education Incentive Pay (10.50%)	Spec Comp Earnings	\$ 420.35
3. Motorcycle Pay (11.0%)	Spec Comp Earnings	\$ 486.60

**Section 10. Range Qualification Pay.** All sworn personnel are encouraged to attend a variety of ranges throughout the year. Unit personnel, who attend a handgun qualification while off duty, shall be compensated for no more than one (1) handgun qualification per calendar month, unless specifically ordered to attend an additional qualification(s) by a supervisor.

Unit personnel required to qualify with the AR-15 who attend a qualification while off duty, shall be compensated for no more than one (1) AR-15 qualification per quarter of the calendar year, unless specifically ordered to attend an additional qualification(s) by a supervisor.

Unit personnel who attend range qualifications in accordance with the guidelines listed above shall be paid the greater of: One and one-half (1.5) hours at time and one-half (1.5) per qualification, or the actual number of hours required to qualify paid at time and one-half (1.5).

**Section 11. Uniforms, Maintenance Allowance, and Reporting to CalPERS.** The City provides uniform for employees represented by the Association. The City will continue to replace and maintain uniforms worn in the line of duty. Required uniforms of sworn police personnel that become worn may, at the discretion of the Chief of Police, be surveyed and replaced as necessary. The Chief of Police shall permit maximum discretion of the employees in the selection of items of the uniform provided, however, that the Officer shall meet uniform standards within ten (10) working days after notice. A decision as to what constitutes standard issue uniform and if replacement is necessary shall be determined by the Administrative Lieutenant and may be appealed through the ranks to the Chief. Uniforms shall be maintained in accordance with Section 5.0 of the Manual of the Downey Police Department.

Effective October 9, 2017, the average annual cost incurred by the City for the purchase and/or rental, and maintenance of employee uniforms will be reported as special compensation pursuant to Section 571 (a)(5) of the CalPERS regulations. The amount reportable for the purchase and/or rental, and maintenance of uniforms is \$534.87 per employee. This amount is based on the average annual cost paid for by the City for each employee over the previous three fiscal years (FY 2014-2015, FY 2015-2016, and FY 2016-2017). The annual amount shall be reported at the rate of \$20.57 per bi-weekly pay period.

In addition, employees covered by this MOU will receive a uniform maintenance allowance payable at a rate of \$6.7307 per pay period. The uniform allowance of \$6.7307 will be included in the employee's regular bi-weekly payroll paid via direct deposit.

In accordance with the Public Employees' Pension Reform Act (PEPRA), an employee hired on or after January 1, 2013 and classified as a "new member" within PEPRA is not eligible to have the cost of the purchase and/or rental, and maintenance of uniforms and the uniform maintenance

allowance that is paid by the City reported to CalPERS as special compensation.

**Section 12. Standby Compensation - Duty Supervisor.** Effective September 29, 2008, any unit employee who is designated by management to be the Duty Supervisor or to be on standby for any portion of the period from 5:00 p.m. on Friday to 8:00 a.m. on Monday shall be compensated for stand by time by receiving fifteen (15) hours compensatory time. Any unit employee who is designated by management to the City Supervisor or to be on standby during a holiday (defined as the time period starting with the end of the shift prior to the holiday to the beginning of the shift following the holiday, shall be compensated by receiving five (5) hours compensatory time. The Duty Supervisor or any unit employee designated by management to be on standby shall be required to carry a beeper or other communication device and answer all calls from the department in a timely manner.

**Section 13. Bilingual Pay.** Employees required to speak or translate Spanish, or other language designated by the City Manager, as part of their regular duties will be compensated per bi-weekly pay period in addition to their regular salary. The Chief of Police has the authority and discretion to assign and/or remove this bonus up to budget authority. To be eligible for this assignment, the employee must pass a conversational examination administered by a certified interpreter or an employee who has been certified by the Chief of Police to administer such examination. An employee must recertify at least every eighteen (18) months to maintain the eligibility. Effective the first pay period following adoption of this Memorandum of Understanding, bilingual pay will be compensated at \$70.00 per bi-weekly pay period.

**Section 14. Acting Sergeant Pay.** An employee is eligible to receive Acting Pay of five and one-half percent (5.5%), if the employee is a Corporal and is assigned as an Acting Sergeant. The Corporal shall receive compensation in the amount of an additional 5.5% for all hours worked in the acting capacity. The department shall not fill a vacant Sergeant position with an Acting Sergeant for more than thirty (30) calendar days. Serving in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification.

**Section 15. Temporary Sergeant Pay.** The Chief of Police may temporarily appoint a Police Officer to a Sergeant position. Such temporary appointments may only occur because a budgeted Sergeant's position is unfilled due to vacancy, injury, or illness. The Chief of Police shall appoint a temporary Sergeant from the top tier on the current Sergeant's Eligibility List, unless valid justification to the contrary is presented by the Chief of Police. While on temporary appointment, an employee's salary shall be adjusted in the same manner as if the employee had been promoted to Sergeant, but in no event shall the amount be less than five and one-half percent (5.5%). Removal from a temporary assignment shall not necessarily be considered disciplinary action. This Section shall have no impact on the Chief of Police's ability to promote any person to a Sergeant's position per the City's Personnel Rules and Regulations.

**Section 16. Acting Watch Commander/Lieutenant Pay.** An employee in the classification of Police Sergeant is eligible to receive additional compensation in the amount of five and one-half percent (5.5%) above their regular scheduled rate of pay when assigned as an acting Watch Commander/Lieutenant for more than four (4) consecutive hours in a shift. The Sergeant shall receive this bonus compensation for hours worked in the acting capacity. Serving in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification.

**Section 17. Mandatory Off Duty In Person Meeting Attendance.** Off-duty employees required to attend in person Department meetings shall be compensated for the actual time required for meeting attendance, or a minimum of three hours, whichever is greater, at time and one half the

employee's regular rate. The three-hour minimum shall not apply to employees called in early or required to stay late after a scheduled shift, provided an employee called in early shall receive overtime compensation from the start of the meeting until the start of their scheduled shift and an employee required to stay late shall be paid overtime from the end of their scheduled shift until the end of the meeting.

## **ARTICLE IV**

### **WORK WEEK**

**Section 1. Regular Work Week.** The regular work week for all employees covered by this Agreement shall be forty (40) hours per week.

**Section 2. Normal Work Schedule.** In order to provide for the public safety and efficiency of operation, the Chief of Police shall have the authority to allocate resources and establish work schedules of four (4) days or five (5) days per week. If, in the opinion of the Chief of Police, restructuring of the normal work day or work week becomes necessary to promoting efficiency, nothing herein shall be construed as preventing the Chief of Police from restructuring the normal work day or week of individual employees.

**Section 3. Changes in Normal Work Week Schedule.** If, in the opinion of the Chief of Police, it should become necessary to establish schedules departing from the normal work day or work week, the Chief of Police shall give written notice of such change as far in advance as is reasonably practical. If the change is other than on an individual basis, the City shall meet and confer with the Association regarding the impact of the decision prior to implementing a general change.

**Section 4. 3/12.5 Work Schedule.** The parties have agreed to the 3/12.5 work schedule for uniformed police patrol personnel under the following conditions:

- a. The 3/12.5 work schedule consists of employees working three consecutive work days of twelve and one-half (12.5) consecutive work hours each week, inclusive of paid breaks and meal periods. In addition, each employee will work one ten (10) hour shift once each twenty-eight (28) days.
- b. Employees who work in administration, the detective division, and other non-patrol assignments will continue to work their current 4/10 work schedule and the 3/12.5 work schedule will not apply to those positions.
- c. Pursuant to Section 7(k) of the Federal Labor Standards Act (FLSA), the work period for all uniformed police patrol personnel begins at 12:01 a.m. Monday and ends twenty-eight (28) days later at 12:00 a.m.

## **ARTICLE V**

### **OVERTIME (COMPENSATORY TIME)**

**Section 1. Compensation for Overtime.** All authorized overtime for employees shall be paid at time and one-half (1.5) the regular rate of pay for such employees. All non-statutory overtime shall be paid at one- and one-half times the regular rate of pay, as defined in the FLSA, except that cash received by employees who opt out of health insurance shall not be included in

those calculations. Overtime shall be paid on all hours worked in excess of their scheduled shift. All paid leave shall be counted as hours worked. Employees may elect to accumulate up to four hundred eighty (480) hours of compensatory time off (CTO) in lieu of taking overtime pay. The City shall pay off all CTO hours in excess of three hundred (300) hours as of February 1st of each year.

**Section 2.** It is the policy of the City that overtime work is to be discouraged. However, in cases of emergency or whenever public interest or necessity requires, any department or division head may require any employee in such department or division to perform overtime work. The projects and types of work for which overtime may be authorized shall be approved in advance by the City Manager; except, in the event of emergency, overtime may be authorized by the department head or his designate.

## **ARTICLE VI**

### **HOLIDAYS**

**Section 1.** Employees covered by this Agreement shall receive eleven (11) days pay each year, which shall be compensated as follows:

The City observes the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (President's Day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day

### **PERSONNEL ON A 4/10 WORK SCHEDULE**

**A.** If an employee works on a City holiday, he will receive the ten (10) hours of holiday pay. In addition, the employee will receive fifteen (15) hours of compensation for having worked on the holiday. The fifteen (15) additional hours of holiday compensation may be taken in the form of compensatory time off.

**B.** If a City holiday falls on the employee's regular day off, he will receive ten (10) hours of compensatory time off. No additional holiday compensation will be provided.

**C.** If an employee, having obtained prior authorization, takes a City holiday off, he will receive ten (10) hours of holiday pay for the day off and no additional compensation will be provided.

### **PERSONNEL ON A 3/12.5 WORK SCHEDULE**

**A.** If an employee works on a City holiday which falls on a scheduled twelve and one-half (12.5)-hour work day, he will receive the ten (10) hours of holiday pay. In addition, the employee will receive fifteen (15) hours of compensation for having worked the holiday. The fifteen (15) additional

hours of holiday compensation may be taken in the form of compensatory time off.

**B.** If a City holiday falls on the employee's regular day off and he does not work the holiday, he will receive ten (10) hours of compensatory time off. No additional holiday compensation will be provided.

**C.** If an employee, having obtained prior authorization, takes a City holiday off in lieu of working a scheduled work day, he will receive twelve and one-half (12.5) hours of holiday pay for the day off and no additional compensation.

### **PERSONNEL ON A 9/80 SCHEDULE**

**A.** If an employee works on a holiday which falls on a scheduled nine (9) hour day, he will receive the nine (9) hours of holiday pay. In addition, the employee will receive thirteen and one-half (13.5) hours of compensation for having worked the holiday. The thirteen and one half (13.5) additional hours of holiday compensation may be taken in the form of compensatory time off.

**B.** If a holiday falls on the employee's regular day off, he will receive nine (9) hours of compensatory time off. No additional holiday compensation will be provided.

**C.** If an employee, having obtained prior authorization, takes a holiday off; he will receive nine (9) hours of holiday pay for the day off and no additional compensation.

**D.** If the holiday falls on the scheduled eight (8) hour day, the eight (8) hour shift benefit described below shall apply.

### **PERSONNEL ON AN 8-HOUR SHIFT**

**A.** If an employee works on a City holiday, he will receive the eight (8) hours of holiday pay. In addition, the employee will receive twelve (12) hours of compensation for having worked on the holiday. The twelve (12) additional hours may be taken in the form of compensatory time off.

**B.** If a City holiday falls on an employee's regular day off, he/she will receive eight (8) hours of compensatory time off. No additional holiday compensation will be provided.

**C.** If an employee, having obtained prior authorization, takes a holiday off in lieu of working a scheduled work day, he will receive eight (8) hours of holiday pay for the day off and no additional compensation will be provided.

## **ARTICLE VII**

### **VACATION**

**Section 1.** Employees covered by this Agreement shall accrue vacation leave with pay on the following scheduled basis:

<u>Years of Service</u>	<u>Hours per Year</u>
0 - 3	80
4 - 5	96
6 -10	120
11-15	136
16-20	160



**Section 2.** Vacation shall be taken at the convenience of the City with the approval of the department head. Where possible, such vacation should be taken annually and not accumulated from year to year. All eligible employees, however, shall only be allowed to accumulate vacation up to an amount equal to two (2) times their annual accrual rate ("Maximum Accrual"). Once Maximum Accrual is reached, the employee shall not accrue additional vacation until the amount of accumulated vacation is reduced to a level below Maximum Accrual. If the employee is prohibited by the supervisor from taking the employee's vacation because of staffing shortages or operational need, the employee shall be paid for the period of vacation requested but denied (and consequently worked by the employee). Such vacation shall be approved by the Chief of Police or designee and paid at the employee's regular rate of pay in effect during the period of vacation requested.

**Section 3.** Vacation shall be accrued on a pay period basis by dividing twenty six (26) into the number of hours per year to which the employee is eligible to receive based upon the employee's years of service with the City.

## ARTICLE VIII

### LEAVES OF ABSENCE

**Section 1. Leaves of Absence Without Pay.** The City Manager and/or the City Council may grant a regular employee a leave of absence for a specific purpose without pay for a period not to exceed up to one (1) year. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Office of the City. Upon expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time the leave was granted. The employee shall report promptly upon the expiration of any leave granted. Failure to report within a twenty-four (24) hour period after expiration of the leave shall be considered a voluntary resignation, provided that the employee may appeal this automatic termination through the grievance procedure as though it were a non-voluntary termination. No employment or fringe benefits such as, but not limited to, sick leave, vacation, health insurance, retirement or any other benefit shall accrue to any employee during leave of absence without pay.

**Section 2. Written Notice of Intent to Return.** An employee on leave of absence must give the City at least seven (7) days written notice of the employee's intent to return to work.

**Section 3. Outside Employment while on Leave.** An employee who engages in outside employment during said leave of absence without prior approval of the City Manager shall be subject to termination. Any employee who falsified a reason for the request for said leave of absence or any extension of such leave of absence may be terminated for falsifying such request.

#### **Section 4. Sick Leave**

**A. Sick Leave Accruals.** Sick leave shall be accrued at the rate of 4.615 hours per biweekly pay period (120 hours per year) for full-time employees without limit on accumulation. Sick leave shall not be considered to be a privilege which an employee may use at his discretion, but rather shall be allowed only for the purposes specified below in Section B.

**B. Use of Sick Leave.** The first three (3) shifts or hours equivalent (e.g. 37.5 hours for employees assigned to a 3/12 work schedule, thirty (30) hours for employees assigned to a 4/10 work schedule, or twenty-four (24) hours for an employee on a 5/8 hour work schedule) of paid sick leave taken each twelve (12) month period, for any authorized purpose, will be considered sick leave

used pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code sections 245-249). The twelve (12) month period is July 1 through June 30. For employees hired on or after July 1, the twelve (12) month period is the twelve (12) month period beginning on the employee's hire date, until the following July 1, at which point the employee's 12-month period will begin the start of the pay period which includes July 1 to the pay period that includes June 30.

1. Employees can use sick leave for themselves for preventive care (such as flu shots or physical exams) or care of an existing health condition;
2. Employees can use sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's child, parent, spouse or registered domestic partner. Only the first three (3) shifts or hours equivalent of sick leave an employee uses in a twelve (12) month period can be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's sibling, parents-in-law, grandparent or grandchild; or
3. Employees can use sick leave for specified purposes if they are victims of domestic violence, sexual assault or stalking as set forth in California Labor Code section 230(f) and 230.1(a).

**C.** In order to receive compensation while absent on sick leave, the employee shall notify a designated supervisor prior to or within half (1/2) an hour of the time set for beginning duty. In all instances, if an employee is incapacitated, notification shall be waived until a reasonable period has elapsed. For any such absence, the employee shall file a written statement with the Police Chief stating the cause of the absence. When an employee has taken more than three (3) consecutive work shifts or hours equivalent, the Police Chief may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved by the Police Chief unless the absence is for a statutorily protected leave.

**D.** The right to benefits under the sick leave plan shall continue only during the period that the employee is employed by the City. This plan shall not give any employee the right to be retained in the service of the City, or any right of claim to sickness disability benefits after separation from the service of the City, except as required by federal or state law.

**E.** Notwithstanding anything contained in this Section, no employee shall be entitled to receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result in engaging in employment other than employment by the City for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation other than business or activity connected with City employment.

**F.** At the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the City Manager may require an employee to submit to an examination by the City's physician to determine fitness for duty. Any employee so examined shall have the opportunity to submit the reports of a competent medical authority of his own selection, and at his own expense, in addition to the report submitted by the City physician. In the event of a conflict of opinion and/or recommendation of the two physicians, a third physician shall be selected by the first two physicians and the final decision shall be made by the City Manager based upon the medical evidence submitted to him.

**G. Unused Sick Leave Deposited into City Retirement Health Savings Plan.**

1. Upon retirement of an eligible employee, 100% of the employee's unused accumulated sick leave up to a maximum of nineteen hundred (1,900) hours shall be deposited into the City Retirement Health Savings Plan to be used for eligible medical expenses.
2. In the event an opinion letter from the Internal Revenue Service is obtained which confirms that employees may elect either to (1) convert unused sick leave to another form of leave prior to retirement; or (2) apply those hours to future medical expenses without being taxed, the City agrees that it shall, at the request of the Association, delete this Section H from the MOU and reinstate the option to convert 65% of unused sick leave to another form of leave (to be agreed upon) or to roll over 90% into the City Retirement Health Savings Plan.

**H.** Accrued sick leave shall be valued for the purpose of Section G above for employees hired on or after June 30, 1974, only on the following basis:

1. Sick leave earned on or after July 1, 1974, shall be calculated at the rate prevailing at the end of the fiscal year in which it was earned.
2. Sick leave taken shall be deducted from the oldest, lowest value accrued sick leave first, provided, however, when an employee takes sick leave, the employee shall receive for each day of sick leave one (1) day's pay at the employee's rate of pay in effect at the time of taking sick leave. For covered employees hired prior to June 30, 1974; and/ or retirees with 20 years of City service, or retirees with a physical disability, or a psychological disability resulting from a direct consequence of a violent act, sick leave shall be paid at the prevailing rate.

**I.** Employees who become entitled to accrued sick leave allowance which has not been used, may convert sixteen (16) hours of accumulated sick leave to eight (8) additional hours of vacation, after having accumulated three-hundred sixty (360) hours of sick leave and providing that not more than eighty (80) hours of additional vacation days may be so converted in any one (1) fiscal year.

**Section 5. Bereavement Leave.**

**A.** Any employee who has suffered a death of an immediate family member may be allowed bereavement leave with pay not to exceed six (6) work days per incident on the basis of one-half (1/2) work day for each month of regular employment, which is deducted from the employee's accumulated sick leave. Immediate family shall include and be limited to the employee's mother, father, brother, sister, spouse, child, grandchildren, grandparents and current parent-in-laws.

**B.** All such claims for bereavement leave are subject to verification by the Chief of Police or their designee.

**Section 6. Workers' Compensation Injury on Duty.** Employees covered by this Agreement shall be entitled to all rights provided under Section 4850 of the Labor Code.

**Section 7. Employee Disability Leave.**

**A.** An employee that has at least one year of continuous service with the City and who has

exhausted all accrued leave (vacation, sick-leave, comp time) due to non-industrial illness or injury can be advanced sick leave time at the rate of 75% of the employee's regular salary according to the following table:

Maximum Time Allowance (Hours)

Years of Service	Total Hours
1 through 5	360
6 through 10	544
Over 10	720

**B.** Application for disability leave shall be made by the employee to the City Manager through the department head, accompanied by full medical justification from a physician chosen by the City at the direction of the City. Failure to submit to such an examination shall be a basis for terminating disability leave. If the City Manager approves the application, he shall notify the employee of such approval in writing.

**C.** After the employee returns to work, the employee shall reimburse the City for the value of the advanced sick-leave time by having the employee's sick leave accrual for sick-leave reduced by five hours per month or may contribute vacation leave to accelerate the employee's reimbursement to the City for providing the benefits under this Article.

**D.** When the "maximum time allowance" has been reimbursed as set forth above, the employee shall be eligible to apply for additional disability leave; provided that no employee shall receive more than the "total" set forth above for his length of service, during his entire employment with the City.

**E.** Grounds for termination of disability leave by the City Manager shall include, but not be limited to, the following reasons:

1. The employee has recovered from his illness or injury.
2. The leave is being used as a pre-retirement leave for purpose of postponing retirement or pension.
3. The disability leave was procured by fraud, misrepresentation or mistake.
4. The employee has not cooperated fully in supplying all information and submitting to any examination requested by the City to determine the existence or continuing nature of the employee's disability.

**F.** In the event an employee becomes ineligible to accrue sick leave or is scheduled to end employment with the City and has not completed the reimbursement schedule for this benefit, the balance due shall be handled by payroll deduction or accounts receivable as applicable.

**Section 8. Military Leave.** Military Leave shall be granted in accordance with the provisions of state and/or federal law. All employees entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations to determine when such leave shall be taken.

**Section 9. Jury Duty.** Employees who are called for jury duty shall be granted a leave of absence during the period of jury service. The City will pay the difference between the employee's

compensation for jury duty and his regular rate of pay. Time served by an employee for jury service shall not be counted towards the computation of overtime pay and employees shall not receive overtime pay for participating in jury service.

**Section 10. Physical Fitness Leave.** All employees are eligible to earn up to eighty (80) hours of Physical Fitness Leave per calendar year. Such hours are earned on a calendar quarterly basis and are credited in the quarter following the quarter in which it was earned. The earning of these hours is voluntary on the part of each employee.

Physical Fitness Leave hours are earned based on the following schedule: Ten (10) hours for fitness testing results achieved and rated as "Good" and twenty (20) hours for results rated as "Excellent." All fitness testing for purposes of this provision is conducted by a member(s) of the Downey Police Department Physical Fitness Committee.

Independent of regular fitness testing above, every employee has the opportunity to earn an additional ten (10) hours of Physical Fitness Leave provided the medical examination and other requirements of the program are met.

Earned physical fitness hours are intended to be used to cover authorized time off. Any unused Physical Fitness Leave balance shall be paid out in February in the following calendar year. If an employee has a Physical Fitness leave bank of one hundred (100) hours, the employee is ineligible to accrue any additional time.

Physical fitness testing standards and procedures shall be established by the Police Department.

## ARTICLE IX

### FRINGE BENEFIT ADMINISTRATION

**Section 1. Administration.** The City reserves the right to select the insurance carrier or administer any fringe benefit programs that exist during the term of this Memorandum of Understanding except dental insurance.

**Section 2. Selection and Funding.** In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of the implementation of this Agreement.

**Section 3. Changes.** If, during the term of this Memorandum of Understanding, any changes of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association to discuss the matter prior to any change of insurance carrier or method of funding the coverage.

## ARTICLE X

### HEALTH, DENTAL AND LIFE INSURANCE

#### **Section 1. Medical Insurance.**

**A.** During the term of this MOU, the City agrees to pay one hundred percent (100%) of the premium rate increases for medical insurance for employees hired by the City prior to January 12, 2016. City paid medical coverage will include employee plus their qualified dependent(s) up to the highest premium rates for a Preferred Provider Option (PPO) medical plan offered by CalPERS.

**B.** During the term of this MOU, the City agrees to pay 100% of the premium rate increases for medical insurance for employees hired on or after January 12, 2016. Such City paid medical coverage will include employee plus their qualified dependent(s) up to the premium rates for the Kaiser HMO medical plan offered by CalPERS. If an employee elects a higher cost CalPERS plan, he must pay the difference in premium between that plan and the Kaiser HMO plan premium for his respective eligible level of coverage.

**C.** The stated amounts of City paid medical premiums are inclusive of the CalPERS statutory minimum employer contribution under PEMHCA.

**D. Employee Opt Out of Medical Coverage.** The City agrees to permit an employee to opt out of City-sponsored medical coverage as follows:

1. The employee must present proof to the Human Resources Director or designee that he and his qualified dependent(s) are covered by another non-City-sponsored medical plan for the plan year;
2. The employee must sign a statement acknowledging the opt out of City offered medical insurance coverage and agreement to hold the City harmless for any consequences, whatsoever, that result from the employee's waiver of City offered medical insurance coverage for employee and/or qualified dependent(s); and
3. The employee must sign a statement acknowledging his understanding that his qualified dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next Open Enrollment period or as otherwise required by law under COBRA provisions.

Effective the first pay cycle in January 2018 in which medical opt out is due, the City agrees that the employee who is approved to opt out of medical coverage shall receive compensation for one of the following, depending on the level of non-City sponsored coverage the employee has provided proof of having:

- a. Three hundred dollars (\$300.00) per month if waiver eligibility is for "employee only" coverage.
- b. Four hundred and fifty dollars (\$450.00) per month if waiver eligibility is for "employee plus one" coverage.
- c. Six hundred and fifty dollars (\$650.00) per month if waiver eligibility is for "employee plus two or more dependents" coverage.

The eligible amount will be paid to the employee as taxable earnings. A medical opt out election may only be made during an announced Open Enrollment period for medical insurance changes effective January 1.

## **Section 2. Dental.**

**A. HMO Dental Plan.** The City shall continue its contribution of thirty-one dollars and ninety-five cents (\$31.95) per month towards a HMO dental benefit plan for employee and his qualified dependent(s). Any amount necessary to cover the monthly premium in excess of the City's contribution is the responsibility of the employee.

**B. Delta Dental PPO Plan.** The City shall maintain its Delta Dental PPO plan, which is a self-funded plan administered by Delta Dental, and agrees to maintain the employee's contribution rate of fifty-two percent (52%) towards the total monthly premium.

1. Plan premiums are calculated annually based on the prior year's claims experience, administrative fees, and an industry trending projection. This calculation shall be conducted by Delta Dental for communication by the City during the announced annual Open Enrollment period.
2. For cost effectiveness that is mutually beneficial to the City and the Association, the City will continue to evaluate other Delta Dental plan coverage options for implementation to reduce premiums and/or employee out of pocket costs for consideration of a change from a current composite rate to a three-tier rate structure ("Employee only; Employee plus one dependent; and, Employee plus two or more dependents") for monthly premiums effective January 1. In addition, the City changes from a June Open Enrollment to the Open Enrollment Period that coincides with CalPERS medical plan for changes effective January 1. There will be no changes in dental plan coverage without agreement of the parties. The annual CalPERS medical Open Enrollment Period is held generally during September through October.

**Section 3. Life Insurance.** Effective June 1, 2016, each employee covered by this Agreement shall be provided with a group term life insurance benefit of One Hundred Thousand Dollars (\$100,000)

## **ARTICLE XI**

### **RETIREMENT**

**Section 1. CalPERS Coverage.** Employees covered by this Agreement participate in the Public Employees' Retirement System ("CALPERS"). Employee options are described in a contract between the City of Downey and CalPERS.

## **Section 2. Retirement Formula and Contributions.**

### **A. FIRST TIER.**

1. Employees hired in a safety classification prior to October 10, 2012 shall be provided the 3% at 50 retirement formula as set forth in California Government Code Section 21362.2.

- a. In accordance with existing practice and Government Code sections 20636(c)(4) and 20691, the City will pay the employees' statutorily required member contribution of nine percent (9%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.
- b. Effective the start of the pay period that includes January 1, 2023, employees in the first tier shall have deducted a total of seven percent (7%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516 (f).
- c. Effective the start of the pay period that includes January 1, 2024, employees in the first tier shall have deducted a total of eight percent (8%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516 (f).
- d. Effective the start of the pay period that includes January 1, 2025, employees in the first tier shall have deducted a total of nine percent (9%) of CalPERS reportable compensation, on a pre-tax basis, pursuant to Government Code Section 20516 (f).
- e. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).
- f. First tier benefits are available only to "classic" members (i.e., those members that do not meet the statutory definition of "new member" under the California Public Employees' Pension Reform Act ("PEPRA"), specifically Government Code section 7522.04(f) and who were hired prior to October 10, 2012).

**B. SECOND TIER.**

- 1. Employees hired into a safety classification on or after October 10, 2012, but before January 1, 2013, shall receive the 3% at 55 retirement formula pursuant to California Government Code Section 21363.1.
  - a. Employees covered hereunder shall pay, on a pre-tax basis, the nine percent (9%) statutorily required member contribution to CalPERS.
  - b. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).
  - c. Second tier benefits are available only to "classic" members (i.e., those members that do not meet the statutory definition of "new member" under the California Public Employees' Pension Reform Act ("PEPRA"), specifically Government Code section 7522.04(f) and hired on or after October 10, 2012, but before January 1, 2013.

**C. THIRD TIER ("PEPRA" TIER)**

- 1. Employees who meet the definition of "new member" set forth in Government Code



section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to the following:

- a. Retirement formula of 2.7% @ 57 (Government Code section 7522.25);
- b. Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS;
- c. There shall be no Employer Paid Member Contribution (EPMC) by the City;
- d. Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code section 7522.34; and
- e. Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.

### **Section 3. City Contribution to Retiree Retirement Health Savings (RHS) Plan.**

**A. City Contribution to RHS Plan.** The City will contribute the following monthly amount toward an employee's RHS account. This contribution is inclusive of the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in Cal. Government Code § 22892(c):

Employees who retire after July 1, 1987 - \$ 98.00  
Employees who retire after July 1, 2002 - \$ 200.00  
Employees who retire after July 1, 2003 - \$ 235.00  
Employees who retire after July 1, 2004 - \$ 270.00

These City contribution amounts shall be referred to herein as the "retiree medical contribution."

As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, the following revisions are in effect to avoid an increase cost to the City's mandated contribution for retirees:

**B. Eligibility Requirements.** Subject to meeting eligibility criteria below, the maximum monthly City contribution amount specified in Section A shall be deposited on a quarterly basis to the retiree's RHS account for the reimbursement of qualified medical expenditures. To be eligible to enroll in the City's CalPERS health plans, pursuant to CalPERS rules and regulations, and receive the maximum monthly City contribution amount specified in Section A above, the employee must satisfy the following eligibility criteria:

1. At the time of retirement the employee has a minimum of ten (10) years of service or is granted a service-connected disability retirement, and
2. Employee retires within 120 days of separation from employment with the City; and
3. At the time of retirement, the employee is employed by the City; and
4. Effective the day after official separation from the City, the employee has been granted a retirement allowance by the California Public Employees' Retirement System.

**C.** The City's obligation to contribute toward the retiree's RHS account shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:

1. During any period the retiree is eligible to receive or receives health insurance coverage at the expense of another employer the payment will be suspended. "Another employer" as used herein means private employer or public employer or self-employed or the employer of a spouse. As a condition of being eligible to receive the RHS contribution set forth above, the City shall have the right to require any retiree to annually certify that the retiree is not receiving any such paid health insurance benefits from another source. If it is later discovered that misrepresentation has occurred, the retiree will be responsible for reimbursement to the City of those amounts inappropriately deposited and the retiree's eligibility to receive future RHS deposits will cease.
2. In the event the Federal government or State government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public plan) for retirees, the City's rate set forth above shall be converted from a RHS deposit and applied to that plan. If there is any excess, that excess may be applied toward the retiree's RHS account provided the retiree pays the balance owing for any such coverage.
3. Upon the death of the retiree, the City's obligation to deposit into the retiree's RHS account shall cease. The surviving spouse shall be able to continue CalPERS medical insurance coverage pursuant to PEMHCA provisions and provided the surviving spouse pays the appropriate premiums minus the City's mandated retiree contribution amount.

**D.** An eligible retiree covered by this Section who no longer elects coverage under any City sponsored medical plan, effective at the end of any calendar quarter may present the City with proof of payment for alternate health insurance coverage and continue to receive the City's deposit to the retiree's RHS account on a quarterly basis up to the amount to which the retiree is entitled in Section A above. Once a retiree elects to withdraw from eligibility to participate in a City sponsored health plan for coverage under an alternate insurance plan, the City and the retiree understand that the retiree may not re-enroll in a City sponsored medical plan and otherwise forfeits the City's RHS contribution amount permanently.

In addition to the condition specified in D above, the City's deposit to a retiree's RHS account shall cease upon the occurrence of any of the following:

1. The retiree fails to submit or respond to the City's request (via certified mail to the last known mailing address of the retiree) to provide appropriate proof of alternate health insurance coverage at the end of sixty (60) days from the date of the City's written request.
2. The death of the retiree.

## **ARTICLE XII**

### **TUITION REIMBURSEMENT**

**Section 1. Reimbursement Rates.** With prior approval of the City Manager, employees may be reimbursed for tuition and required books for courses taken to improve their value to the City.

Tuition shall be reimbursed for courses as recommended by the department head with job related justification and approved by the City Manager or their designee. An employee must receive a passing grade in order to be reimbursed for the course. Reimbursement shall be made at the rate of tuition charged at California State University, Long Beach for courses on the semester system. Courses on the quarter system shall be reimbursed at the unit equivalent California State University, Long Beach tuition amounts.

## **ARTICLE XIII**

### **PROBATIONARY PERIOD**

#### **Section 1. Length of Probation / Extensions.**

**A.** The appointment to Police Officer will be tentative and subject to a probationary period of not less than eighteen (18) months, except that the City Manager may extend the probationary period for a classification up to an additional six (6) months or for a marginal employee for up to an additional three (3) months. Should the appointing authority desire to terminate any probationary employee, the appointing authority shall notify such employee not later than two (2) weeks prior to the end of the probationary period.

**B.** The promotional appointment will be tentative and subject to a probationary period of not less than 12 months, except as follows:

1. At the discretion of the Chief, time may be credited for continual service as a Temporary Sergeant on a case-by-case basis and the length of the probationary period/merit increase date will be established at the time the Officer is promoted to probationary Sergeant. In no case will the credited time exceed six months.
2. Time is credited for Temporary Appointment only (no Acting Pay service as covered under MOU Article III, Section 13) and only when the Officer is appointed to Probationary Sergeant while serving as a Temporary Sergeant with no break in service time.
3. In the event an Officer is serving in a Temporary Appointment when the Police Sergeant eligibility list expires, the Officer will be required to reapply and compete in the selection process to maintain eligibility. Should the Officer not place in the top tier on the new eligibility list, the Officer will be removed from the Temporary appointment and the Chief will make the Temporary appointment per M.O.U. Article III, Section 14.

**Section 2. Process for Retention / Termination.** If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a merit rating including a statement, in writing, to such effect and stating that the retention of such employee in the service of the City is desired. In the case of an original appointment, if such a statement is not filed, the employee will be deemed to be unsatisfactory and his employment terminated at the expiration of the probationary period. In the case of a promotional appointment, the employee shall be reinstated to the position from which he was promoted.

**Section 3. First of the Month.** All probationary periods shall extend to the first day of the month following the period of probation.

## ARTICLE XIV

### SENIORITY

**Section 1. Definition.** Seniority is defined as the length of an employee's continuous service within rank from his last date of promotion, and shall apply in the manner and to the extent set forth in the remainder of the Article.

**Section 2. Probationary Employees Excluded.** Probationary employees shall have no seniority rights, but shall acquire seniority from his last date of hire upon completion of his probationary period.

**Section 3. Layoff and Recall.** Seniority shall apply between employees in a rank for purposes of layoff and recall.

**Section 4. Bumping Rights.** An employee who is subject to layoff pursuant to this Section may exercise his seniority in the next lower rank within the Police Department provided that the employee has satisfactorily held the same position in the rank in which the employee seeks to exercise seniority. The employee with the earliest promotion date to that rank will be considered to have seniority for that position.

**Section 5. Seniority Bidding.** With respect to work assignments in the Field Operations Division, work shifts, days off, and vacation will be based upon seniority within classification and special assignments. Shift selection procedures involving employee bidding based upon seniority shall be employed regularly, provided that the Chief of Police shall retain the authority and discretion to assign unit employees to shift scheduling without regard to seniority and to ensure that a balance of experienced personnel are assigned to the respective shifts.

If, in the opinion of the Chief of Police, it should become necessary to establish shift assignment procedures departing from seniority bidding, the Chief of Police shall give written notice of such change as far in advance as practical. Prior to implementing such a general change, the Chief of Police shall meet and confer with the Association regarding the impact of the decision.

## ARTICLE XV

### CITY RIGHTS

**Section 1. Management Rights.** The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- C. To determine or change the nature, manner, means, and technology, types of equipment and extent of services to be provided to the public.

- D. To determine or change methods of financing.
- E. To determine and/or change the facilities and size of the work force by which the City operations are to be conducted.
- F. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions.
- G. Establish and/or change work schedules and/or work assignments in accordance with this Agreement and existing departmental rules, regulations and procedures.
- H. To relieve employees from duties for lack of work or lack of funds.
- I. To establish and modify productivity and performance programs and standards and to require compliance therewith.
- J. To discharge, suspend, demote or otherwise discipline regular (non-probationary) employees for proper cause.
- K. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.
- L. To determine policies, procedures and standards for selection, training and promotion of employees.
- M. To maintain order and efficiency in its facilities and operation.
- N. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- O. To take any and all necessary actions to carry out the mission of the Agency in emergencies.

**Section 2. Impact of Management Rights.** Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is specifically provided for in this Memorandum of Understanding or in Personnel or Departmental Rules and Regulations and/or salary resolutions of the City which are incorporated by this reference in this Agreement.

**Section 3. Health and Safety.** The City shall not exercise any of the foregoing rights in an arbitrary, capricious or invidiously discriminatory manner as to injure the health and/or safety of the employees.

## ARTICLE XVI

### EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES

**Section 1. Dues Deductions.** The City shall deduct dues on a regular basis from the pay of all employees in the classifications and positions recognized to be represented by the Association

who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The City shall remit such funds to the Association within thirty (30) days following their deduction.

**Section 2. Indemnification.** The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions or lawsuits arising out of the deduction or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted for the employees pursuant to this Article.

## ARTICLE XVII

### NO STRIKE - NO LOCKOUT

#### PROHIBITED CONDUCT

**Section 1.** The Association, its officers, agents, representatives and/or employees agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

**Section 2.** The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

**Section 3.** Any employee who participates in any conduct prohibited in Section I above, shall be subject to termination by the City.

**Section 4.** In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Association Responsibility, Section I, the City may suspend any and all of the rights and privileges, accorded to the Association under the Employee Relations Resolution in this Memorandum of Understanding including, but not limited to, suspension of recognition of the Association, grievance procedure, right of access, check-off, the use of the City's bulletin boards and facilities.

#### ASSOCIATION RESPONSIBILITY

**Section 1.** In the event that the Association, its officers, agents, representatives, or employees engage in any of the conduct prohibited in A, Section I, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Section 1, above, and return to work.

**Section 2.** If the Association performs all of the responsibilities set forth in Section I above, its officers, agents, representatives or employees shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section I above.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

**Section 1. Grievance.** Grievance shall be defined as a dispute between the Association, employee or employees and the City, regarding interpretation or application of specific provisions of this Memorandum of Understanding and departmental rules and regulations or as an appeal of a disciplinary action. Notwithstanding the procedures set forth below, the Officer shall not be entitled to respond to a written reprimand prior to its imposition, i.e., an officer shall not be entitled to receive a hearing akin to a Skelly hearing or other pre-disciplinary appeal hearing prior to issuance of the written reprimand.

**Section 2. Conduct of the Grievance Procedure.** An employee may request the assistance of another person of his own choosing in preparing and presenting his/her grievance at any level of review, or may be represented by a recognized employee organization or may represent himself/herself.

**A.** Any retroactivity on monetary grievances shall be limited to ninety (90) days prior to the date that the grievance was filed, in writing, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

**B.** All time limits specified may be extended to a definite date by mutual agreement of the employee or his Association representative, and the decision-making Management representative involved at each step of the grievance procedure. Such mutual agreement shall be evidenced in writing and signed by the employee or Association representative and management representative.

### **Section 3. Grievance procedure shall provide for the following steps:**

**Step One. Informal Procedure.** An employee must first attempt to resolve a grievance without delay through discussion with a supervisor on an informal basis. The grievance shall begin at the level of supervision that ultimately took the action that resulted in the grievance. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right and obligation to discuss it with his/her supervisor's immediate superior, if any, and through the chain of command to the Chief of Police if necessary. Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision. At no time may an informal process go beyond the Chief of Police. In order that this informal procedure may be responsive, all parties involved shall expedite this process.

In no case may more than fourteen (14) calendar days elapse from the date of the alleged incident or action giving use to the grievance or fourteen (14) calendar days from the date the employee should have reasonably known about the alleged incident and the first meeting with the supervisor discussed in this section. The employee shall have up to seven (7) additional days for each level of supervision; however, the time shall not be cumulative. Failure to meet any of these time lines shall mean that the grievance shall be barred and waived.

Appeals of disciplinary action begin one level of supervision above the supervisor taking the disciplinary action. Terminations are appealed directly to the Grievance Hearing (Step Four).

**Step Two. Formal Procedure.** If the grievance is not resolved through the informal process and the employee has complied with all time limits, then the employee shall have the right to file the grievance in written form and present it to the Chief of Police within ten (10) calendar days from the

decision or completion of the informal process. The written grievance shall state all facts plus the specifics of the alleged dispute. Failure of the employee to take action within the time limit set forth above will constitute termination of the grievance.

The Chief of Police shall review the written material submitted by the employee and may require the employee's supervisor and/or superior Officers to submit written material regarding this grievance. Copies of these materials will be given to the employee prior to meeting with the Chief of Police. The department head shall render a decision and comments in writing that shall be given to the employee within ten (10) calendar days of the meeting between the employee and the department head.

**Step Three. Employee Relations / Human Resources Director.** If the grievance is not resolved in Step Two, the employee may, within ten (10) calendar days present the grievance in writing to the Employee Relations/Human Resources Director for processing. Failure of the employee to take this action will constitute termination of the grievance. In the event the employee is not being represented by a recognized employee organization, the Employee Relations/Human Resources Director shall forward the grievance to the designated management representative who shall attempt to resolve the grievance with the employee. If the employee is being represented by a recognized employee organization, the Employee Relations/Human Resources Director shall convene a joint meeting of the recognized employee organization and management representative who shall attempt to resolve the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, both parties shall advise each other, in writing, as to their respective positions.

#### **Step Four. Grievance Hearing.**

**A.** Disputes concerning the MOU, Department Rules, and Regulations and Appeal of Discipline (Excluding Written Reprimands)

For any grievance, apart from the appeal of a written reprimand, that is not resolved in Step Three, the employee may, within ten (10) calendar days of the receipt of the written position from management representatives, present a "request for hearing" in writing to the Human Resources Director. Failure of the employee to take this action will constitute termination of the grievance. The Human Resources Director shall request from the State Mediation and Conciliation Service, or mutually agreed upon alternative organization, a list of seven (7) neutral hearing officers. In the event that the parties cannot agree upon a mutually acceptable hearing officer from the list of seven, the parties shall alternately strike names from the list, with the City striking the first name. The identity of the last remaining individual on the list will be selected as the hearing officer.

The hearing officer shall preside over a full and fair evidentiary hearing and, within thirty (30) calendar days of its conclusion, render a written decision that includes findings of fact and a recommendation to the City Manager. That decision shall be served jointly upon the grieving party and the City Manager.

**B.** Appeal of Written Reprimand

1. For any grievance that constitutes the appeal of a written reprimand that is not resolved in Step Three, the employee may, within ten (10) calendar days of the receipt of the written position from management representatives, present a "request for hearing" in writing to the Human Resources Director and may also submit their position regarding the City Manager's actual bias or a conflict of interest to serve as



the hearing officer. The Human Resources Director shall make the determination as to whether an actual bias or a conflict of interest exists. Failure of the employee to present a "request for hearing" will constitute termination of the grievance.

2. Unless the employee can demonstrate actual bias or a conflict of interest, the City Manager may serve as a hearing officer that shall preside over a full and fair evidentiary hearing. The City Manager shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself as the hearing officer or appoint a neutral hearing officer who is not embroiled in the controversy, i.e., a person who did not initiate or authorize the action in question.
3. The hearing shall be stenographically recorded by a certified court reporter. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
4. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative.
5. The presentation of witness testimony shall not exceed three (3) hours from each side and an additional one (1) hour shall be given to each for rebuttal. The Department shall be heard first. The hearing officer shall have the discretion to extend these times at his discretion.
6. If the City Manager serves as the hearing officer, he shall issue his decision within thirty days of the conclusion of the presentation of evidence. The City Manager's decision shall be the final administrative decision. In the event that the City Manager appoints a hearing officer, the appointed hearing officer, within thirty (30) days of the conclusion of evidence, shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the City Manager. The City Manager, within thirty (30) days of receipt of the advisory findings and decision from the appointed hearing officer, may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the City Manager's decision shall be the final administrative decision.
7. A grievance that constitutes the appeal of a written reprimand is not subject to Step Five of the grievance procedure set forth in this Article.

**Step Five. City Manager's Decision.** Within thirty (30) calendar days of receipt of the decision of the hearing officer, the City Manager shall, in writing, adopt, modify or reject that decision. The decision of the City Manager shall be the final administrative decision.

## **ARTICLE XIX**

### **MISCELLANEOUS**

**Section 1. Third Party Legal Actions Against Police Officers.** If a determination is made by the department that the police Officer(s) involved have met the condition that the action given rise to the legal proceeding was taken by the Officer(s) during the course and scope of the Officer(s) employment without malice and in the apparent best interest of the City, the City shall afford legal representation to the Officer(s) in any civil or criminal process. The choice of attorney shall be made by the majority vote of the Chief of Police, City Manager, and Officer(s). The Chief of Police, City

Manager and the officer(s) shall each have one (1) vote for a maximum total of three (3) votes.

**Section 2. Substance Abuse Policy.** The City of Downey and the Association have a vital interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Downey. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status."

The City of Downey and the Association recognize that their future is dependent on the physical and psychological well-being of all employees. The City and the Association mutually acknowledge that a drug and alcohol-free work environment benefits Downey's employees and citizens.

The purpose of this section is to define the City's drug and alcohol policy as well as the possible consequences of policy violation.

**A.** Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited. This prohibition shall not apply to legitimate undercover activities of Police Officers that are undertaken in accordance with the direction of the Police Department.

**B.** When reasonable suspicion exists, the City may require an employee to submit to a medical examination, including, but not limited to, a substance screening. Substance screening means the testing of urine or other body fluids as reasonably deemed necessary by a physician to determine whether an employee has a restricted substance in their system.

1. Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

**C.** Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. The employee shall be given an opportunity to provide additional facts. An employee who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in drug screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to substance screening. An employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

**D.** The supervisor, or designee, shall transport the suspected employee to the testing facility. Testing shall occur on City time and be paid for by the City. Employee urine samples, or other body fluids, will be collected in a DOX Security Container System or other system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the National Institute on Drug Abuse and comply with established guidelines for "chain of custody" to ensure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

**E.** Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. An employee who tests positive on a confirmatory test will be given the opportunity to discuss the

results with a physician to be designated by the City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if he or she so chooses, a positive test result.

**F.** While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify his/her supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under these circumstances.

**G.** Employees with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by an employee with complete confidentiality and without adverse consequences to his/her employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate the employee from disciplinary action already contemplated. Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, the City may refer an employee to the EAP. Such referral could, at the discretion of the City, be made available to the employee as an alternative to disciplinary action. Referral would be subject to agreement by the employee to enroll, participate in and successfully complete a rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement." An example of the type of terms and conditions the City may require is included in Attachments I and II.

1. It is the City's intent to use the EAP option for first offenders except the City reserves the right to discipline for those offenses which are a significant violation of City/department rules and regulations or where violation did or could have resulted in serious injury or property damage.

**Section 3. Industrial Disability Retirement Procedures.** The City Manager may delegate to the Assistant City Manager his authority under Resolution Number 4428 concerning industrial disability retirement applications.

**Section 4. No Tobacco Policy.** The City of Downey prohibits new hires (employees hired on or after December 10, 1993) from using tobacco products either on or off duty. Except, however, employees are allowed an occasional off-duty celebratory cigar.

## **ARTICLE XX**

### **SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

**Section 1.** It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of understanding, or memorandums of agreement, or contrary salary and/or personnel resolutions and ordinances of the City, oral or written, expressed or implied, agreements between the parties or understandings between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

**Section 2.** Notwithstanding the provisions of Section 1 above, there exists within the City of Downey, certain personnel resolutions, ordinances, and departmental rules, regulations and procedures. To the extent that this Memorandum does not specifically contravene provisions of these personnel resolutions, ordinances, and departmental rules, regulations and procedures; these personnel resolutions, ordinances, and departmental rules, regulations and procedures are specifically incorporated herein.

## **ARTICLE XXI**

### **WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT**

During the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matters during the term of this Memorandum.

## **ARTICLE XXII**

### **RE-OPENER**

**Section 1.** The parties agree that the City can re-open negotiations to achieve labor cost savings during the term of this Agreement, however, there shall be no changes unless mutually agreed to in writing.

## **ARTICLE XXIII**

### **EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the City's Personnel Rules and Regulations or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these

provisions in the Memorandum of Understanding and the City's Personnel Rules and Regulations and policies.

#### **ARTICLE XXIV**

#### **SEPARABILITY**

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

#### **ARTICLE XXV**

#### **TERM OF MEMORANDUM OF UNDERSTANDING**

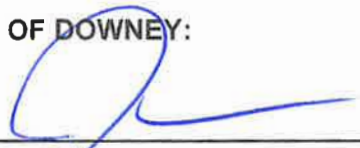
The term of this Memorandum of Understanding shall commence on January 1, 2023 and shall continue in full force and effect until December 31, 2025.

ARTICLE XXVI

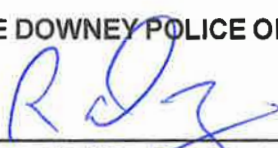
RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Agreement shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Downey. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association and entered into this 24<sup>th</sup> day of May, 2022.

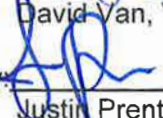
CITY OF DOWNEY:

By:   
James McQueen, HR Director


THE DOWNEY POLICE OFFICERS' ASSOCIATION:

By:   
Ralph Diaz, President

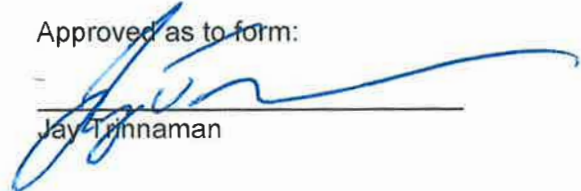
By:   
David Van, Vice President

By:   
Justin Prentice, Treasurer

By:   
Roger Sy, Secretary

By:   
Timothy McCarthy, Member at Large

Approved as to form:

  
Jay Trinnaman

**EXHIBIT A**

**CLASSIFICATIONS REPRESENTED BY THE DOWNEY POLICE OFFICERS' ASSOCIATION**

Police Officer  
Police Sergeant

**PAY SCHEDULE**

**Effective 12/26/2022**

<b>Position Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer	41.8630	44.1651	46.5944	49.1570	51.8611
Police Sergeant	53.2490	56.1785	59.2676	62.5272	65.9669

**Effective 12/25/2023**

<b>Position Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer	43.5375	45.9317	48.4582	51.1233	53.9355
Police Sergeant	55.3790	58.4256	61.6383	65.0283	68.6056

**Effective 12/23/2024**

<b>Position Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer	45.2790	47.7690	50.3965	53.1682	56.0929
Police Sergeant	57.5942	60.7626	64.1038	67.6294	71.3498