

MEMORANDUM OF UNDERSTANDING

Between

City of Menifee

And

**The Menifee Police Management
Association**



July 1, 2024 – June 30, 2027

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MENIFEE AND
THE MENIFEE POLICE MANAGEMENT ASSOCIATION
FOR THE PERIOD: July 1, 2024 – June 30, 2027**

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**MEMORANDUM OF UNDERSTANDING
THE CITY OF MENIFEE AND
THE MENIFEE POLICE MANAGEMENT ASSOCIATION
FOR THE PERIOD: July 1, 2024– June 30, 2027**

SECTION 1. PARTIES TO THIS MEMORANDUM

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into by and between the City of Menifee, a municipal corporation ("CITY"), and the Menifee Police Management Association ("Association") pursuant to California Government Code Section 3500 et seq.

SECTION 2. PREVAILING CONDITIONS

This MOU, and any and all side letters to this Agreement, sets forth the entire agreement between the parties hereto, and all negotiated benefits in this Agreement shall remain in full force and effect, unchanged during the term of this Agreement unless altered by mutual written agreement.

This MOU, having been agreed to in good faith by the parties hereto, shall prevail in the event of conflict between its terms and the terms of any federal, state or local rules and regulations.

SECTION 3. REPRESENTED POSITIONS

The following positions are covered by this Agreement: Police Sergeant, Police Lieutenant and Police Captain.

SECTION 4. BARGAINING WAIVER

The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement.

SECTION 5. MAINTENANCE OF EXISTING BENEFITS

During the term of this MOU, the specifications included within this specific MOU shall remain unchanged unless and until modified by mutual agreement between the parties. Therefore, any matters within the scope of representation that are not specifically provided for in this particular MOU, shall be subject to modification or elimination during and/or after the term of this MOU,

upon either mutual agreement of the parties or by means of unilateral action taken by the City Council, but only after completion of the meet and confer process and any applicable impasse procedure having been previously implemented by the City.

SECTION 6. SEVERABILITY

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

SECTION 7. TERM

This Agreement shall become effective July 1, 2024 and shall remain in effect until June 30, 2027.

SECTION 8. ANNIVERSARY DATE

An employee's anniversary date shall be the date of most recent appointment by the CITY.

An employee who is involuntarily terminated by the CITY but who is ordered reinstated by a court or other reviewing body, shall be restored to his/her former seniority with the appropriate benefit accrual formula.

SECTION 9. PROBATIONARY PERIOD

All employees appointed to a position represented by the Association shall serve a 12- month probationary period. The probation period shall be considered a part of the examination and selection process and shall not include the time served under any limited service or provisional appointment but shall date from the time of appointment to a regular position. All such employees shall receive performance evaluations no less than at the end of the twelfth (12th) month of the probationary period.

If an employee is promoted to the position where they have been in a temporary acting position, they will be credited for half of the time towards the newly appointed probationary period. For example, if an employee is in an acting lieutenant position for six (6) months and is then appointed to lieutenant, the employee would be credited for half of their time served in the acting position, 3 months, and therefore serve a 9-month probationary period.

SECTION 10. VOLUNTARY DEDUCTIONS

As a convenience to employees, the CITY will, upon submission to the Finance Department of written authorization by the employee, make voluntary payroll deductions for Association dues and will remit these deductions to the Association. Any voluntary deduction authorization may be

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revoked at any time by the employee by submitting to the Finance Department a written request to cancel any such deduction.

SECTION 11. CITY RIGHTS

The rights of the CITY include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing the work; and all the rights, powers and authority exercised or held by it prior to this MOU, except as expressly limited by this Agreement.

SECTION 12. MANAGEMENT RIGHTS

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

SECTION 13. DONNING AND DOFFING

The time spent donning and doffing authorized equipment shall be compensated at the member's straight time rate or at an overtime rate when such time constitutes overtime under current City overtime practices.

13.1 A member shall report to briefing at their regularly scheduled start time in their required uniform of the day. The member will then be afforded up to fifteen (15) minutes to load their assigned vehicle with their equipment. After the fifteen (15) minutes for donning, the member will report back for formal briefing prior to going out on patrol. In the event of an emergency call or call requiring immediate assistance, the member will forgo their donning time and be afforded that time as soon as practical.

13.2 A member shall have up to the last fifteen (15) minutes at the end of each shift, including special assignments, to unload their equipment from their assigned vehicle. If a member takes less than fifteen (15) minutes to doff the authorized uniform and equipment, after having worked a regular scheduled shift the member shall be required to remain in the workplace available for assignment until the expiration of the regular scheduled shift. If a member takes less than fifteen (15) minutes to doff the authorized equipment, after having worked an unscheduled shift, the Association member's shift will end at that time and they shall record the ending time.

13.3 Members will be required to record the following information:

13.3.1 Actual hours worked for each regular scheduled shift.

13.3.2 All actual time taken as paid leave.

13.3.3 Any additional time during which work is performed, including work performed outside the regular scheduled shift.

13.3.4 To ensure the accuracy of time records, each member to the best of their knowledge will sign a statement attesting that the time and hours recorded are accurate and fully identify all time worked during the pay period, including all time for donning and doffing of authorized uniforms and equipment.

SECTION 14. NO STRIKE PROVISIONS

The Association, its officers, agents, representatives and/or members agree on behalf of themselves and the employees in the bargaining unit that they will not cause or condone any strike, walkout, work stoppage or work slowdown while this Agreement is in effect.

Any employee who participates in any of the conduct prohibited by this section shall be subject to discipline up to and including termination by the CITY.

In the event of such activities, the Association shall immediately instruct any persons covered by this MOU who are engaging in such conduct that they are violating this Agreement and to resume performance of their job duties.

SECTION 15. DEMOTIONS

A represented employee who does not successfully complete probation and receive a permanent appointment to a position to which the employee was promoted shall be permitted to return to the position and status held prior to promotion.

A demoted employee shall be required to serve a probationary period in the lower classification unless the employee completed probation in the lower classification.

SECTION 16. LAYOFF PROCEDURES

In the event of a reduction in the work force, the employee in the classification being reduced with the least seniority in that class shall be laid off first.

16.1 No new employee shall be hired into the classification reduced within two years of the layoff until all employees on layoff from the classification have been given the opportunity to return to work. Such employees shall be rehired to the classification held at the time of the separation and in reverse order of their layoff or demotion.

16.2 Seniority shall not accrue during periods of layoff.

16.3 Employees to be laid off shall be provided 21 days' advance written notice of the pending action.

SECTION 17. TOTAL COMPENSATION

In order to attract and retain qualified sworn police employees, the CITY has endeavored (but is not mandated) to maintain salaries and benefits that are comparable in the local market.

17.1 Definition. The combination of salaries and benefits is known as total compensation. CITY and ASSOCIATION agree that total compensation shall consist of salary, shift differential, insurance premiums (medical, dental, vision, life, long term disability, short term disability, worker's compensation, FICA), leave accruals (vacation, sick, holiday, personal), education/certificate pay, tuition reimbursement, uniform allowance, contributions to cafeteria plan and/or Section 125 plan, PERS contributions, court pay and special assignment pay.

SECTION 18. GRIEVANCE PROCEDURES

18.1 **Matters Subject to the Grievance Procedures.** A grievance is a complaint by an employee or the employee's association that the employee has been adversely affected due to a misinterpretation or misapplication of this Agreement, any other work rules, conditions of employment or regulations of the CITY or department or actions of management regarding employee relations.

18.1.1 Disciplinary actions are subject only to the provisions of the disciplinary procedures section of this Agreement and are not subject to the procedures of this section.

18.1.2 No punitive action will be assessed against an employee for utilizing the grievance procedure.

18.1.3 In a hearing or meeting with the supervisor, department head or City Manager called to resolve a grievance, a maximum of two employees, or Association representatives, who may or may not include the grievant, may be excused from work, with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.

18.1.4 The preparation of grievances shall not unreasonably interfere with the employees' regularly assigned duties.

18.1.5 At any stage of the grievance process, both parties are entitled to representation.

18.2 Informal Grievance Procedures. Every effort shall be made to resolve a grievance through discussion between the employee, and/or the employee's designated representative and the employee's immediate supervisor. If, after such discussion, the employee does not feel the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior within the department. The discussion with the immediate supervisor shall occur not later than ten (10) calendar days after the employee knew or reasonably should have known of the occurrence of a grievable event. The discussion with the supervisor's superior shall occur not later than ten (10) calendar days after notice is provided of the immediate supervisor's decision.

18.3 Formal Grievance Procedures. If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance in writing to the Police Chief within 14 calendar days after receipt of the decision at the informal grievance step. The Chief shall meet with the employee and/or the employee's designated representative within seven calendar days after receipt of the written grievance. The Chief shall review the grievance and render a decision in writing and return it to the employee and/or the employee's designated representative within seven calendar days after meeting with the employee.

18.4 Appeal Procedures. If the employee disagrees with the decision reached by the Police Chief, the employee may present an appeal in writing to the City Manager within 14 calendar days after the employee's receipt of the Chiefs decision. The City Manager shall set a meeting with the employee and/or the employee's designated representative to discuss the grievance within 14 calendar days. Within 10 calendar days following the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's designated representative.

- 18.5 **Advisory Arbitration.** If the employee disagrees with the decision reached by the City Manager they may submit a written request to the Human Resources Department within ten (10) calendar days from the date the decision was rendered. The City and Association agree to select a list of arbitrators that can be alternatively used when called on. Arbitrators may be added or deleted from the list only by mutual agreement of the City and the Association. Arbitration decisions shall be binding.
- 18.6 The expense of the arbitrator shall be shared equally by the parties. Any costs associated with a request for transcripts of the arbitration proceedings will be paid for by the requesting party. Each party is responsible for making arrangements and for paying any expenses of any witness that may be called on to testify. Employees of the City will be released from work without loss of compensation to attend the arbitration hearing.
- 18.7 The arbitrator shall not decide on any issue that has not already been submitted within the statement of issues as presented previously. This includes issues that have not been raised and considered at the earlier steps of the grievance.
- 18.8 Any remedy recommended by an arbitrator may not conflict with the provisions contained within this agreement or City policy.
- 18.9 Extension of Time Limits. All time limitations imposed by the grievance procedures described in this section may be extended only by mutual written agreement between the CITY and the employee. Failure to strictly comply with any of the time limits described herein shall be a bar to further processing of the grievance.

SECTION 19. DISCIPLINARY AND APPEALS PROCEDURES

- 19.1 **Standards of Conduct.** All employees are expected to adhere to standards of reasonable and prudent conduct.
- 19.2 **Applicability of Discipline.** Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the Association shall have rights to the notice and hearing requirements set forth in this section.
- 19.3 **Discretion In Disciplinary Action.** The City Manager and Police Chief may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record.
- 19.4 **Personnel Record.** No employee shall have any comment adverse to his/her interest entered in their official personnel file, without the employee having first read and signed the document containing the adverse comment indicating he/she is aware of such comment. If after reading the document the employee refuses to sign it, that fact shall be noted on that document, and signed or initialed by the employee and the document will be placed in the personnel file.

19.5 Permitted Disciplinary Action. Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

19.5.1 Written Reprimand

19.5.2 Suspension

19.5.3 Reduction in Salary

19.5.4 Demotion

19.5.5 Dismissal

19.6 Written Reprimand. A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum including a full, accurate and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future and likely consequences of failure to correct performance or behavior. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within 30 calendar days and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.

19.7 Suspension Without Pay. When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective; the Police Chief may impose suspension without pay. Such suspension shall occur only after the notice procedures specified in subsection M. have been complied with and shall be subject to appeal in accordance with this section.

19.8 Reduction in Salary. In lieu of, or in addition to other forms of discipline, when facts justify, the Police Chief may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period or permanent, as specified by the Police Chief. Any reduction in salary shall be subject to the notice procedures specified in subsection M. and shall be subject to appeal in accordance with this section.

19.9 Dismissal. When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to make further employment not in the CITY's interests, or for other good cause, the Police Chief shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified in subsection M. and shall be subject to appeal in accordance with this section.

19.10 Pre-disciplinary Procedures. An employee being considered for any discipline involving loss of time or wages shall be insured due process through pre-disciplinary measures described in this section.

19.11 Written Notice. Written notice of any proposed disciplinary action shall be given the employee in private. This notice shall include the proposed action, the intended effective date and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made and to whom and where it should be made, shall be specified in the notice of intended discipline.

19.12 Employee Response. An employee is entitled to a reasonable time, not to exceed 14 calendar days, to answer a notice of proposed discipline. The Police Chief may grant an extension of the response period if the employee can demonstrate the need. Should an employee respond, the Police Chief shall consider the response in reaching a decision or disciplinary action. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing.

The employee may not cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations the employee believes might affect the disciplinary decision. Any time extensions shall be permitted only with the consent of the Police Chief. If the employee fails to respond within the time specified, the Chief may proceed with a decision.

The Chief has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

19.13 Police Chief Response. The Police Chief shall provide a written answer to an employee's response at the earliest practical date, not to exceed 14 calendar days following the response of the employee. The Chief shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Chief. The answer shall inform the employee which of the reasons and grounds in the notice of proposed discipline have been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The effective date of discipline shall be included in the answer. Any time extensions shall be permitted only with the consent of the Chief.

If the pre-disciplinary meeting with the Police Chief results in a decision that discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement if any, being made following conclusion of the City Manager level appeal.

19.14 Appeal of Disciplinary Actions. Any employee may appeal imposition of discipline within 14 calendar days after the receipt by the employee of the Chiefs answer. Appeals from discipline shall be in writing, signed by the appellant or the appellant's representative, and delivered to the City Manager.

19.15 Appeal Procedure. Upon receipt of a timely letter of appeal, the City Manager shall set a time for a meeting. The meeting shall be held within 14 calendar days after receipt of the appeal letter. The appealing employee may appear personally and represent himself/herself or be represented by another of the employee's choosing.

19.16 Findings and Decisions. The City Manager shall, within 14 calendar days after the conclusion of the meeting, cause findings and a decision to be prepared in writing. The City Manager shall determine whether the proposed action of the Police Chief is supported by the evidence. Should the City Manager find that none of the charges are supported by the evidence presented; the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the employee's personnel file. Should the City Manager find that any or all of the charges are supported; the manager shall affirm, overrule or modify in whole or in part the Police Chiefs proposed disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the affected employee and the employee's designated representative.

19.17 Employee Status During Pre-Discipline Period. Except as otherwise provided an employee against who disciplinary action is proposed is entitled to be retained in an active status during the pre-disciplinary period. When circumstances are such that retention of the employee on active status may result in damage to the City property or may be detrimental to the interests of the City or injurious to the employee, fellow employees, or the public,

19.18 The Police Chief may following discussion with the employee or at the employee's option, temporarily assign the employee to duties in which these conditions do not exist or place the employee on paid suspension until proceedings are concluded or circumstances causing the suspension change. Such action shall not be inconsistent with Section 3303 of the California Government Code.

19.19 Time Limits. All time limitations of this section may be extended or shortened only by mutual agreement of the parties.

19.20 Arbitration. If the employee disagrees with the decision reached by the City Manager they may submit a written request to the Human Resources Department within ten (10) calendar days from the date the decision was rendered. The City and Association upon mutual agreement may select a list of arbitrators that can be alternatively used when called on. Arbitrators may be added or deleted from the list only by mutual agreement of the City and the Association.

The expense of the arbitrator shall be shared equally by the parties. Any costs associated with a request for transcripts of the arbitration proceedings will be paid for by the requesting party. Each party is responsible for making arrangements and for paying any expenses of any witness that may be called on to testify. Employees of the City will be released from work without loss of compensation to attend the arbitration hearing.

The arbitrator shall not decide on any issue that has not already been submitted within the statement of issues as presented previously. This includes issues that have not been raised and considered at the earlier steps of the grievance.

Any remedy recommended by an arbitrator may not conflict with the provisions contained within this agreement or City policy.

SECTION 20. WORK PERIOD.

It is the intent of the City of Menifee to avoid the necessity for overtime work whenever possible. In cases of emergency or whenever public interest or other necessity requires, any employee may be directed by proper authority to perform overtime work. Employees must obtain approval from their supervisors prior to working any overtime; an employee's failure to do so may subject him or her to disciplinary action, up to and including termination from employment.

20.1 Overtime, Non-Exempt Employees. Sworn employees shall be paid at the rate of one and a half times their base hourly rate for all hours worked in excess of their scheduled 160 hours during the normal 28-day work period. Use of vacation, holiday, admin leave time and compensatory leave shall be considered hours worked in determining overtime hours during a pay period, but not during a shift.

Exempt Unit Lieutenant employees covered by this MOU are qualified exempt management employees under the FLSA and as such are not eligible for overtime pay, except as authorized by this section. When overtime is funded by revenue sources outside the City (i.e. grants, third-party contracts and/or contracts for services by other law enforcement agencies) the overtime rate will be equivalent to the top-step rate for a Sergeant.

20.2 Compensatory Time, Non-Exempt Employees. At the discretion of the employee, any overtime may be either compensated through payment or accumulation of compensatory time

off. The maximum accumulation of compensatory time shall be 240 hours. Should an employee desire to take compensatory time off, he/she shall make a request with their supervisor, who shall grant the request off unless it interferes with normal operational staffing of the Department.

20.2.1 Upon termination of the employee, all compensatory time shall be paid off at the salary rate in effect.

20.2.2 Cash-out. Twice each year in June and December, members may request a cash payout of compensatory time leave. This payment can be made in cash and is taxable or can be used as a contribution to a retirement savings plan. Compensatory time leave cash outs shall be calculated including the value of the Education Achievement amount received by employee. To the extent allowed by Federal/State law, distributions may be utilized to fund deferred compensation or retirement-related accounts. The City makes no representation as to the legality and/or tax consequences of such conversion to cash, and the Association and its members release the City from any liability that may arise from an individual's exercise of discretion regarding use of pay outs for deferred compensation or other account funding.

20.3 **Schedule Adjustment.** The Chief of Police or his designee has the right to change an employee's schedule with seven (7) days' notice, unless an emergency exists that requires a schedule change. Non-emergency schedule changes with less than seven days' notice shall result in overtime compensation for the first full shift of the changed schedule. Nothing is meant to prohibit a schedule change as a result of a mutual agreement between the employee and Chief of Police.

SECTION 21. OFF DUTY EMPLOYMENT (OR "MOONLIGHTING")

21.1 Off-Duty Employment is defined as "any activity a sworn officer engages in while in an off-duty status, where the officer is supervised, directed and compensated by a third party."

21.2 To engage in off-duty employment, the employee must first submit a written request to the Chief of Police and receive the Chief of Police's written approval prior to engaging in the off-duty employment.

21.3 Once the employee receives authorization from the Chief of police, the employee must submit a written request to the City Manager and receive the City Manager's written approval prior to engaging in the off-duty employment.

21.4 The Chief of Police or City Manager may deny the request based on the following factors:

21.4.1 The off-duty employment might interfere with assigned duties.

21.4.2 The off-duty employment might render the officer unavailable during an emergency.

21.4.3 The off-duty employment might physically or mentally exhaust the officer to the point that his/her regular performance may be affected.

21.4.4 The off-duty employment might require that special consideration be given to scheduling regular duty hours.

21.4.5 The off-duty employment might detract from the efficiency or effectiveness of the employee in performing his/her work for the City.

21.4.6 The off-duty employment might pose a conflict of interest to employment with the City.

21.4.7 Secondary employment is operated in compliance with the requirements of the Private Investigator Act and Private Security Services Act, Calif. Business and Professions Code §§ 7512 et seq. and 7580 et seq.

SECTION 22. SALARIES

22.1 Salary Increases - Compensation.

22.1.1 Year 1: Effective the pay period inclusive of January 1, 2025, Association members shall receive a one-time salary adjustment as follows:

- i. Top Step Sergeant placed at 31% above Top Step of a Police Officer. Salary adjustment will include any base salary increases occurring in FY2024/2025 for the Police Officer classification.
- ii. Top Step Lieutenant placed 24% above Top Step Sergeant.
- iii. Top Step Captain placed 19% above Top Step Lieutenant.

22.1.2 Year 2: Effective the pay period inclusive of July 1, 2025, Association members shall receive up to a 5% salary increase including:

- iv. 4% base salary increase; AND
- v. 0.5% Base salary increase (4.5% total) if prior fiscal year revenue exceeds estimated revenue by \$500,000*; OR
- vi. 1% Base salary increase (5% total) if the prior fiscal year revenue exceeds estimated revenue by \$1,000,000*.

22.1.3 Year 3: Effective the pay period inclusive of July 1, 2026, Association members shall receive up to a 5% salary increase including:

- vii. 4% base salary increase; AND
- viii. 0.5% Base salary increase (4.5% total) if prior fiscal year revenue exceeds estimated revenue by \$500,000*; OR
- ix. 1% Base salary increase (5% total) if the prior fiscal year revenue exceeds estimated revenue by \$1,000,000*.

*Revenue based salary increase provided in the event property tax and sales tax revenue exceeds budget estimates, excluding Measure DD Quality of Life taxes and one time sales tax collections.

22.1.4 Police Sergeant, Police Lieutenant and Police Captain monthly salary range will be maintained with six (6) pay steps titled step "1" through step "6". Each pay step up and until step "6" will be five percent (5%) percent greater than the previous step.

22.2 Appointment and Advancement. Step 1 is the normal starting rate of pay. Thereafter, the employee shall serve one year in a step prior to eligibility for advancement to the next step.

As determined by the Chief of Police, a newly hired/promoted employee may be appointed at a higher step, in which case the employee must serve one year before becoming eligible for a step advancement.

Step advancements shall be granted only for meritorious service. The employee's supervisor and the Police Chief shall file with the City Manager the prescribed form of employee evaluation along with a recommendation to approve, deny or delay a step advancement. The City Manager may approve or modify this recommendation.

When a normal step advance is denied, it may be reconsidered at any time, and if advancement occurs, the employee shall serve one year in the new step before becoming eligible for advancement to the next step.

SECTION 23. OTHER COMPENSATION

23.1 **Bilingual Pay.** Qualifying employees shall be paid three percent (3%) of base pay if they are bilingual in Spanish. Applicants must pass a standardized Spanish language text (pass/no pass) to be administered by a testing agency selected by the City.

23.2 **Assignment Pay.**

23.3 The City will pay special assignment pay equal to five percent (5%) of base salary to sergeants for the following special assignments:

1. Detective Supervisor(s).
2. Traffic Supervisor(s).
3. Problem Oriented Policing (POP) Supervisor(s).
4. Professional Standards Training (PST) Sergeant(s).
5. Special Enforcement Teams (SET) Sergeant(s).
6. The City agrees to meet and confer regarding additional compensation for special assignments that are created in the future.

Total Special Assignment Pay shall not exceed 5%.

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

- 23.4 **Executive On Call Pay for Lieutenants.** Police Lieutenants required to remain in an on call status shall receive 2% of their base rate of pay.
- 23.5 **Sergeant On Call Pay.** Sergeants required to be in an on-call status after their normal working hours shall be compensated at one hour of straight time per each day. Sergeants required to be in an on-call status on their normally scheduled days off, shall be compensated at two hours of straight time per each day off.
- 23.6 **On Call Court Pay.** If an employee is required to remain on-call for a court case on any day when he/she is not on duty, he/she shall be compensated for two hours at the overtime rate (one and a half times) per day. At the discretion of the employee, this compensation may be taken as payment or accumulated as compensatory time off. Employees are not eligible for this compensation if they are taken off on-call status before 12:00 p.m. the day before they are scheduled to appear in court.
- 23.7 **Court Appearance.** An employee called into court while on-call, as described above, shall receive a minimum of 3 hours pay, compensated at the overtime rate, in lieu of any on-call pay described in the above paragraph. At the discretion of the employee, this compensation may be taken as payment or accumulated as compensatory time off.
- 23.8 If an employee goes to court in the afternoon prior to the start of his/her shift, he/she shall receive up to 3 hours of court time as described in the above paragraph. If an employee is required to go to court after his/her shift, that will be considered an extension of the shift and the officer will be paid the overtime rate for the amount of time spent in court and returning to the station, if applicable.
- 23.9 Employees who receive a subpoena for court testimony originating from their prior employing agency will be compensated at the overtime rate for actual time spent in court at 1.5 times base pay and up to two (2) hours travel time at straight pay.
- 23.10 The procedure for administering the on-call program shall be determined by the Chief of Police.
- 23.11 **Call Back Pay.** Call back duty occurs when an employee is unexpectedly ordered by the Department to return to duty following the termination of his/her normal work shift because of unanticipated work requirements. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee

called back to duty shall be paid a minimum of 4 hours compensation at the overtime rate (1.5 times base pay) commencing when he/she reports for duty. Any hours worked in excess of 4 hours shall be compensated at the overtime rate.

Reporting for duty means acknowledging the order and immediately responding to the assigned location. No more than one hour will be compensated for travel.

Any pre-scheduled meetings shall be paid at a minimum of 2 hours compensation at the overtime rate (1.5 times base pay) or the time spent in the actual meeting.

This section is not applicable to phone calls received off duty. Phone calls received off duty must be approved by a supervisor prior to receiving overtime pay.

23.12 Promotions. The CITY agrees that all promotions in rank shall result in an increase of at least five percent (5%) over the employee's previous salary which includes base salary and any special assignment pay. Temporary Assignment Pay and other Assignment Pay will not be part of this calculation.

23.13 Temporary Assignment Pay. As a result of vacancies, leaves of absence, or other reasons, it may be necessary to reassign an authorized employee to serve in a higher-ranking position. Since such assignments require the employee to assume additional responsibilities and perform duties which are outside the scope of the employee's regular assignment, the employee shall be entitled to a salary adjustment to reflect the new position duties. Temporary assignment shall not extend beyond six months per assignment. The following shall apply in these instances:

23.13.1 Approval Required. Upon the recommendation of the department head and with the approval of the city manager, an employee may temporarily be assigned to a higher-level classification provided that:

23.9.1.1 The higher-level position is vacant and is approved by the City Manager for new or continued staffing.

23.9.1.2 The employee is called upon to serve in the higher-level position by the City Manager and the Police Chief.

23.9.1.3 The employee possesses the minimum qualifications to perform the work of the higher-level position.

23.13.2 Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of at least five per cent (5%) over the employee's previous salary, which includes base salary and any special assignment pay or the "1" Step of the higher level position, whichever is greater, for the duration of the temporary assignment.

23.13.3 All applicable leave accruals, except holiday leave, (i.e., annual) are calculated and credited to each employee based upon their respective workday. All leave hours taken shall be based upon the length of a given employee's workday (i.e., 8 hours, 9 hours, 10 hours, 12 hours) and charged against the applicable accrued leave balance.

23.13.4 **Longevity Pay.** Employees shall be paid an additional percentage of base pay for retention purposes as follows:

- Additional 3% of base pay for 10 years of service with the CITY.
- Additional 4% of base pay for 15 years of service with the CITY.
- Additional 5% of base pay for 20+ years of service with the CITY.
- Longevity pay shall not exceed 12% of base pay.

SECTION 24. VACATION LEAVE

24.1 **Purpose.** The purpose of annual vacation is to enable each eligible employee annually to rest and return to work refreshed. The City of Menifee wants you to enjoy your free time. Taking time off allows employees to renew themselves (mentally and physically) gain some perspective, and therefore process information better. It also boosts creativity, productivity, employee retention and workplace morale. Be sure to schedule your time off as far ahead as possible with your supervisor so that the appropriate coverage can be arranged.

24.2 **Basis of Accrual.** New sworn employees shall begin accrual of vacation leave effective their first day of employment at a rate of 3.08 hours per pay period. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than 440 hours of vacation leave. When an employee's accumulated vacation leave balance reaches 440 hours, the employee shall not accrue any additional vacation leave until such time as the employee's accumulated vacation leave balance is reduced below 440 hours.

24.2.1 **Vacation leave for employees hired after achievement of full staffing, and no later than June 30, 2022, shall be accrued as follows:**

Years of Service with the City of Menifee	Hours per pay period	Hours per year
0-3	3.08	80
4	4.62	120
5	6.15	160
10+	7.69	200

24.2.2 Vacation leave for employees hired prior to achievement of full staffing, and no later than June 30, 2022, shall be accrued as follows:

Years of Service with the City of Menifee	Hours per pay period	Hours per year
0-5	3.08	80
6-10	6.15	160
11-14	7.69	200
15+	9.23	240

24.2.3 Vacation accrual for employees hired prior to achievement of full staffing, and no later than June 30, 2022, shall include years of service from the employee’s prior agency.

24.1 Compensation for City Work During Vacation Prohibited. No employee shall be permitted to work for compensation for the City in any capacity, except subpoena for court appearance, while he/she is on vacation leave or sabbatical leave from City service. This clause shall not limit the City's right to recall an employee from vacation and back to work in the event of an emergency and place him/her on regular pay status.

24.2 Scheduling Vacations. An employee must request and obtain approval from their supervisor prior to taking vacation leave, which shall be determined with due regard for the wishes of the employee and particular regard for the needs of service. Vacation leave may be used only as it is earned. Requests for vacation leave exceeding the amount of accrued vacation leave hours will require the prior approval of the City Manager.

24.3 Holidays Within Vacation Period. Holidays falling within the scheduled vacation leave period shall not be considered as part of an employee's vacation. Should a holiday be declared during an employee's vacation leave period, an equivalent number of hours for the applicable holiday shall be credited back to the employee's annual leave balance.

24.4 Unused Annual Leave. Any employee who is eligible for annual leave benefits and terminates their employment with the City will be paid for any unused annual leave hours.

24.5 Cash-out. Twice per fiscal year in June and December, the employee may request a cash payout of vacation leave, as long as a leave balance of 80 hours remains. This payment can be made in cash and is taxable or can be used as a contribution to a retirement savings plan. Vacation leave cash outs shall be calculated including the value of the Education Achievement amount received by employee. To the extent allowed by Federal/State law, distributions may be utilized to fund deferred compensation or retirement-related accounts. The City makes no representation as to the legality and/or tax consequences of such conversion to cash, and the Association and its members release the City from any liability that may arise from an individual's

exercise of discretion regarding use of pay outs for deferred compensation or other account funding.

SECTION 25. SICK LEAVE

25.1 Accrual and Use of Sick Leave. Sick leave with pay shall be accrued at the rate of four (4) hours biweekly which accumulates to 104 hours annually. Accumulation shall be unlimited.

Employees may use accrued paid sick leave in a 12-month period for the following reasons: (1) the employee's own diagnosis, care, treatment or preventative care of an existing health condition or disability; (2) the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including the employee's spouse, registered domestic partner, child, parent, stepparent, foster parent or guardians; (3) to obtain relief as a victim of domestic violence pursuant applicable law; (4) a prescheduled doctor, dental or optometry appointment which has been approved by the employees supervisor.

25.2 Proof of Illness. Employees absent from duty due to illness for three (3) or more consecutive workdays (not including statutory protected leave) may be required to furnish a certificate and/or statement from their physician verifying the need for such absence, the limitations of work, and the estimated time necessary for recovery. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Chief of Police the employee has abused such privileges.

Prior to resuming their duties, employees may be required to submit a certificate and/or statement from their physician certifying their apparent fitness for duty.

25.3 Notification. An employee's need for absence from duty due to personal or family illness shall be reported to his/her immediate supervisor or on duty watch commander as soon as practical after the employee is aware that he/she cannot report to duty and is able to give such notice, generally, no later than two hours prior to the beginning of the employee's assigned shift. Extenuating circumstances may prevent an employee from meeting the one hour minimum notification.

25.4 Family and Medical Leave. In accordance with federal and state law and regulations, the City will provide family and medical leave, which is unpaid leave, to eligible employees. Unless otherwise provided by this Section, "leave" under this Section refers to leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act ("CFRA"). Employees with any questions or requests for information about family and medical leave should consult the Human Resources Department.

The City requires an employee to utilize all accrued and unused sick leave concurrently with the use of family care and medical leave (FMLA and CFRA) which may be coordinated with State Disability Insurance (“SDI”).

Eligible employees are entitled to a total of 12 workweeks of leave during any rolling 12month period for any FMLA or CFRA qualifying reason.

25.5 SICK LEAVE BANK

25.5.1 At the time of an employee's retirement from the CITY, employees with continuous city employment of ten (10) years or more shall be eligible to receive a payment of 25% of the unused sick leave in the sick leave bank at the employee's then rate of compensation. Employees with continuous city employment of fifteen (15) years or more shall be eligible to receive payment for 50% of the unused sick leave in the sick leave bank. Employees with continuous city employment of twenty (20) years or more shall be eligible to receive payment for 75% of the unused sick leave in the sick leave bank.

25.5.2 Alternatively, an employee may opt to convert unused sick leave to retirement credit as applicable under retirement provisions.

SECTION 26. HOLIDAY LEAVE

26.1 The approved CITY holidays shall be as follows:

- January 1 (New Year’s Day – 10 hours)
- The third Monday in January (Martin Luther King Jr. Day – 10 hours)
- The third Monday in February (President’s Day – 10 hours)
- The last Monday in May (Memorial Day – 10 hours)
- July 4 (Independence Day – 10 hours)
- The first Monday in September (Labor Day – 10 hours)
- Second Monday in October (Columbus Day – 10 hours)
- November 11 (Veterans Day – 10 hours)
- The fourth Thursday in November (Thanksgiving Day – 10 hours)
- The fourth Friday in November (day after Thanksgiving Day – 10 hours)
- December 24 (Christmas Eve – 10 hours)
- December 25 (Christmas Day – 10 hours)
- December 31 (1/2-day City closes at noon – 5 hours)
- Floating Holiday (10 hours to be used by the employee with Chief of Police approval during the fiscal year, July 1 – June 30).
- Wellness Day (10 hours to be used by the employee with Chief of Police approval during the fiscal year, July 1 – June 30).

Any day declared to be a holiday by proclamation of the Mayor.

Any Wellness day hours not used during the calendar year shall be lost with no compensation. Employees shall annually receive 10 floating holiday hours at the beginning of the payroll year intended for (but not restricted solely for) the use of “backfilling” hours to complete a full shift on required training days of less than the employee’s full shift (typically an 8-hour training day).

26.2 The holiday will be the day observed unless the holiday falls on the weekend. Friday shall be the holiday when the actual legal holiday falls on a Saturday, and Monday shall be the holiday when the actual holiday falls on a Sunday for the holidays listed in this section. When a holiday is designated for a Friday when City Hall is closed, the preceding Thursday shall be the holiday.

26.3 **Holiday Pay Options.** Employees required to work holidays will receive a bank of 135 hours of holiday hours during the first full pay period following July 1. The employee will be required to schedule a period of 40 holiday hours, with option for 80 holiday hours of consecutive leave during a period between July 1 and June 30 of the fiscal year (sabbatical).

26.4 A maximum of 80 holiday hours may be cashed out on the last pay period of the fiscal year. Any hours remaining in employee’s holiday bank exceeding 80 hours shall be lost with no compensation.

26.5 If an employee separates from employment or is reassigned to a position which no longer requires the employee to work holidays, they will only be compensated for actual earned holidays and the remaining hours will be eliminated from employee’s holiday bank.

26.6 Members who don’t receive the holiday bank of time and who are required to work on a holiday, or when the holiday falls on a members regular day off, shall have an amount of time commensurate to their regular shift placed into their holiday bank.

SECTION 27. LEAVES

27.1 **Executive Leave.** Mid-Management employees are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and are defined as Captain and Lieutenant. As a FLSA-exempt employee of the City, mid-management employees shall be granted sixty (60) hours of Executive leave each fiscal year.

27.1.1 FLSA-exempt employees must schedule and receive approval for use of Executive leave in accordance with Department policies. Executive leave may be used for any reason. Executive leave must be used in the fiscal year granted and shall not be carried into the next fiscal year.

27.1.2 In June of each fiscal year hours remaining in employee's executive leave bank may be cashed out.

27.1.3 In the event of termination/separation of employment, employees will receive payment for any unused Executive leave.

27.2 **Leave of Absence.**

27.2.1 **Leave Without Pay.** At the sole discretion of the City, an employee may be granted a leave of absence without pay upon recommendation of the Department Director and approval of the City Manager. The city may fill the position with a temporary or provisional employee during the term of the leave of absence or undertake any other appropriate measures to address workloads needs. Nothing herein shall require or preclude the City from offering unpaid leave as a reasonable accommodation under state and federal disability law.

27.3 **Pregnancy and Confinement.** The Association agrees to abide by the Family and Medical Leave Policy that has been established separately from this MOU through the meet and confer process.

27.4 **Jury Leave.** Employees who are called for jury service in any court in the State of California or in the United States shall be granted a paid leave of absence to serve as a juror.

An employee summoned to and serving on jury duty shall submit evidence of the summons to the Human Resources Office and may be absent from duty with full pay. The employee shall be entitled to retain the pay received for jury duty as partial or full reimbursement for the additional expenses associated with jury duty with no additional reimbursement by the City.

27.5 **Military Leave.** Military leaves of absence shall be governed by the provisions of Sections 395 et seq. of the Military and Veterans Code.

27.6 **Family Illness Leave.** When employees need a leave of absence due to a family illness, said leave time shall be taken and paid from accrued annual leave.

27.7 **Bereavement Leave.**

27.7.1 A regular employee shall be granted bereavement leave without loss of pay in case of death of a covered family member. Up to three (3) days leave shall be granted in the event the deceased resided in the state of California. If out of state travel is required, up to five (5) days leave without loss of pay shall be granted. In accordance with California's bereavement leave law, if the total bereavement leave provided by this section is less than five days, employees are entitled to take additional days to meet the minimum requirement of five days set by the law. Any such additional days beyond

those provided by above will be unpaid unless the employee chooses to use available accrued paid time off, such as vacation. Additional time off may be taken as sick leave, vacation time, other paid leave, or as authorized leave without pay, upon approval of the City Manager.

27.7.2 Bereavement leave does not need to be taken consecutively but must be completed within three months of the family member's death.

27.7.3 Covered family member, as used in this policy, shall be defined as the spouse, registered domestic partner, children, step-relations, parents, siblings, grandparents, or in-laws. When a family death occurs, the employee may be requested to provide information to document the absence.

SECTION 28. INSURANCE AND RETIREMENT BENEFITS

28.1 Monthly Insurance Contribution. The City shall contribute up to the following amounts per month toward the payment of premiums for eligible employees and dependents under the existing health, dental, and optical insurance programs. Any contribution necessary to maintain benefits under any insurance program in excess of the City's monthly contribution shall be borne entirely by the employee.

28.1.1 One Thousand Five Hundred dollars (\$1,500.00) per month for employee only,

28.1.2 Two Thousand Eight Hundred Fifty dollars (\$1,850.00) per month for employee +1

28.1.3 One Thousand Nine Hundred and Fifty dollars (\$1,950.00) per month for employee + family.

28.1.3.1 Effective January 1, 2025, the contribution for employee + family will increase to Two Thousand Fifty dollars (\$2,050.00) per month.

28.1.3.2 Effective January 1, 2026, the contribution for employee + family will increase to Two Thousand One Hundred Fifty dollars (\$2,150.00) per month.

28.1.3.3 Effective January 1, 2027, the contribution for employee + family will increase to Two Thousand Two Hundred Fifty dollars (\$2,250.00) per month.

28.1.4 Employees hired after July 1, 2017 who opt out receive \$14,400 yearly or \$1,200 monthly to be converted into a 457 plan.

28.2 Life Insurance. The City agrees to provide a life insurance policy in an amount equal to one year of base salary to a maximum of \$100,000.00. The City shall select the insurance company. The City shall pay all monthly premiums. When available through the City, employees may purchase additional life insurance at their own cost.

28.3 Long Term/Short Term Disability. Effective upon ratification, the City agrees to reduce the base pay of employees in this unit by fifteen dollars (\$15.00) per pay period and instead shall pay to the Menifee Police Management Association fifteen dollars (\$15.00) per employee, which will be utilized for the purpose of providing long-term and short-term disability income benefits to the association members. The Association recognizes and agrees that it is their responsibility for purchasing a Preferred Long Term Disability Program for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

28.4 Flexible Spending Accounts. The City agrees to put in place a Cafeteria Plan to allow employees to make pretax deductions from their earnings for the purpose of being reimbursed by a third-party administrator for eligible health and dependent care expenses. The City will pay all administrative costs for this program.

28.5 Public Employees Retirement System. Retirement benefits are provided for Safety personnel under the 2.7 @ 57 Plan of the Public Employees Retirement System. Safety personnel shall pay the statutorily required contribution rate as defined in California Government Code Section 7522.30 (PEPRA) and determined by PERS. This rate shall be one half (1/2) of the normal cost of the benefit, as defined by PERS.

28.6 PERS. The City is in the process with PERS on contract benefits and will meet and confer with the association to discuss specific benefits once the actuarial report is received.

SECTION 29. EXEMPT EMPLOYEES

It is acknowledged that Police Lieutenants and Police Captains subject to this MOU are exempt employees under the Federal Fair Labor Standards Act (FLSA).

SECTION 30. EDUCATIONAL/POST CERTIFICATE ACHIEVEMENT

Employees who qualify by attaining appropriate educational or professional qualifications not specifically required for their position shall be paid a sum in addition to their base pay in the following amounts:

EDUCATION:

Bachelor's Degree	4%
Master's Degree	6%

POST CERTIFICATE:

POST Advanced Certificate	3%
POST Supervisory Certificate	3%
POST Management Certificate	5%

Employees may receive one education achievement and one POST certificate achievement; these incentives do not compound.

SECTION 31. UNIFORM ALLOWANCE

The City shall provide uniforms for personnel assigned to uniform patrol or required to wear a uniform as part of their assignment. This would include one (1) Class A uniform, three (3) Class B, one (1) training uniform, and boots (up to \$200 every 2 years). The City shall provide safety equipment.

For those members assigned as traffic officers, The City shall provide the following in addition to the above:

For Class A wear:

- Motor Breeches
- Tall Stack Boots

For Regular wear (Safety Gear)

- 2 Motoport Field Duty Shirts (Or similar)
- 1 Motoport Air Mesh Pant (Or similar)
- 1 Motoport Air Mesh Jacket (Or similar)
- 1 Pair of riding gloves every 2 years (up to \$50.00 limit)
- 1 Shoei Neotec Modular Helmet (Or similar)
- 1 Pair of riding glasses with clear lenses (up to \$75.00 limit)
- Boots (Up to \$200 every 2 years for new boots or up to \$100 every 2 years for resoling)
- Jacket (Up to \$150 toward an approved jacket. Replacement jacket can be requested when current jacket becomes unserviceable)
- Rain Jacket (Department approved rain jacket listed in uniform manual. Replacement rain jacket can be requested when current jacket becomes unserviceable)
- Rain Pants (Department approved rain pants listed in uniform manual. Replacement rain pants can be requested when current pants become unserviceable)
- Ball Cap (Department approved ball cap listed in uniform manual)
- Watch Cap (Department approved watch cap listed in uniform manual)

For those members not assigned to uniform patrol or required to wear a uniform would receive a \$850 per year uniform allowance for professional attire. The City shall provide at least one uniform for members assigned to non-uniform positions. (Example of those not assigned to uniform patrol would include but not limited to Police Captains, Investigations Lieutenant, PST Sergeant, Detective Sergeant. These positions may change as directed by the Chief of Police).

- The assignment you are in on July 1 of year will determine your eligibility for uniform allowance. Example:
 - o If on July 1 an employee is assigned to patrol, the City shall provide patrol uniforms. If at any point during the following year an employee is moved to a non-uniform assignment, he/she will not be eligible for the associated uniform allowance until the following July 1.
 - o If on July 1 an employee is assigned to the Detective Bureau, he/she would be eligible for the non-uniform assignment allowance. If any point during the year they move to a uniform patrol assignment, he/she would not be eligible for the associated uniform allowance until the following July 1. The City shall provide for needed repair and replacement of uniform items for all members.

DRY CLEANING. The PMA may reopen negotiations if a dry-cleaning vendor is identified to contract with on pick up and drop off of uniforms.

SECTION 32. TUITION REIMBURSEMENT

Employees may request and be reimbursed up to Four Thousand dollars (\$4,000) per fiscal year for expenses incurred for tuition, books and fees for college level or job-related courses or degree curricula upon prior approval of the City Manager. Contact the City's Human Resources Department for more information and forms.

32.1 Eligibility. After 12 months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution, provided:

32.1.1 Courses are satisfactorily completed with a grade of C or higher.

32.1.2 Appropriate proof of successful completion is submitted to the Personnel Officer.

32.1.3 Courses of instruction will enable the employee to perform present duties more effectively or prepare them for future opportunities into which they could reasonably expect promotion or transfer to with the CITY.

32.1.4 The hours of instruction for the course do not conflict with the employee's regularly scheduled workday.

32.1.5 For purposes of this policy, an accredited educational institution shall be defined as any technical, vocational, college, university or business that has been accredited by a recognized governmental or professional accrediting body and has been approved by the Personnel Officer.

32.1.6 Employees shall obtain approval of the course from the immediate supervisor and the Personnel Officer in advance of taking course to be eligible for reimbursement. Once completed, reimbursement may be requested by filing the appropriate form along with a copy of the final grade report.

32.2 Eligible Costs. Employees shall be eligible for reimbursement of tuition, textbooks, registration fees and laboratory fees related to an approved course of instruction. Ineligible for reimbursement are late registration penalties or fees, transportation costs, parking, interest or any other charge not specified in this section.

32.3 Reimbursement. As part of the tuition reimbursement request, employees shall agree that upon voluntary termination of employment within 36 months following receipt of a tuition reimbursement, there shall be a deduction from their final pay check in an amount equal to the tuition reimbursement prorated over the portion of the 36-month period remaining to be completed.

SECTION 33. SUBSTANCE ABUSE POLICY

It is the responsibility of all affected employees to cooperate to protect lives, personal safety and property of co-workers and fellow citizens. All employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers. Towards this goal, employees will follow the City's drug free workplace policy as described in the Employee Handbook.

SECTION 34. DEFERRED COMPENSATION

Police sergeants will receive an annual contribution into their deferred compensation account in the amount of three-thousand dollars (\$3,000).

Police lieutenants will receive an annual contribution into their deferred compensation account in the amount of four-thousand dollars (\$4,000).

Police Captains will receive an annual contribution into their deferred compensation account in the amount of five-thousand dollars (\$5,000).

The contribution will be made during each pay period.

SECTION 35. RETENTION/RECRUITMENT INCENTIVE

35.1 Annual Retention Payment. Sworn employees will receive a five thousand (\$5,000) retention incentive payment each year upon their employment anniversary to be paid on the first pay period following their employment anniversary date. Effective January 1, 2025, the annual retention incentive payment shall be placed into a third-party Retiree Medical Trust established by the Association (see Section 37).

35.2 Recruitment Hiring Bonus. For sworn employees, they will receive a five thousand (\$5,000) bonus upon their hire.

The first \$2,500 installment will be when the sworn employee passes training, and the second \$2,500 installment would be when the officer passes probation the City of Menifee. If the sworn employee doesn't pass the probation, the employee would not have to pay back the first installment of \$2,500.

This provision will sunset upon ratification of this MOU or upon achievement of full staffing of the police department (whichever comes first). This section can be reinstated, if necessary, at the discretion of the City Manager.

SECTION 36. COMPUTER LOAN PROGRAM

Every non-probationary member shall be entitled to participate in an interest free loan program for the purchase of a computer and related equipment (software, printer, etc.; not to include supplies). The maximum amount of any individual loan shall be no greater than \$1,000.00 including tax. The repayment period is not to exceed 1 year and shall be calculated by dividing the total cost by 26 pay periods, with a payroll deduction from each paycheck until fully repaid. If member separates employment from the City prior to full repayment, the total amount due shall be deducted from the member's final paycheck. The cumulative amount of loans outstanding hereunder shall not exceed \$100,000. The loan shall be upon the terms and conditions established by the City.

SECTION 37. RETIREE MEDICAL TRUST

37.1 Participation. The Association will establish participation in a retiree medical plan administered by the PORAC Retiree Medical Trust, and the cost of establishing the Trust shall be at no cost to the CITY. The CITY is not a party to the Trust, aside from transferring funds, and has no obligations to the management, regulatory compliance or performance of the Trust.

37.2 Payroll Contributions to the PORAC Retiree Medical Trust. The CITY will comply with rules and policies set by the Trust Office in regard to payment of contributions.

37.2.1 Employee Contributions. The CITY will transfer the employee's retention bonus (as defined in Section 35.1), as the same predetermined dollar amount will be contributed for each employee, no employee election forms designating the amount will be needed, allowed or requested; and there shall be neither an employee election to opt in or out of employee contributions, nor to determine the amount of the contribution. (See Sub Section 37.2.7.1).

37.2.2 Employer Contributions. The CITY will transfer a monthly pre-tax employer contribution of \$200.00 per month for each employee employed by the CITY as of July 1, 2024 or after, and currently working in the bargaining unit represented by the Association.

37.2.2.1 Remittance of Employee and Employer Contributions. The contributions discussed in this section shall be paid by Automated Clearing House (ACH) transfer to the Trust's bank account in accordance with the rules set by the Trust Office.

37.2.2.2 Deadline to Remit Employee and Employer Contributions. The contributions discussed in this Section shall be remitted to the Trust as required herein no later than the 10th of the month for which the contributions relate.

37.2.2.3 Late Contributions. If the contributions required under this MOU are paid later than the 90th day after the payroll payment date to which the contributions are related, interest will be charged to the CITY on all contributions at the rate provided by applicable law, for the period starting with the payroll payment date.

37.2.3 Reporting and Audit Rules. The CITY hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and transferring the required contributions set forth above.

37.2.3.1 Demographic Information Report and Updates.

37.2.3.1.1 Initial Report. The CITY shall electronically provide an initial report of demographic information, which shall include: Social Security Number (or unique identified), first name, last name, gender, address (City, state, zip code), contract information (email address and phone number), birth dates, and hire dates, for all participating employees.

37.2.3.1.2 Updates. The CITY shall send updates to this information to the Trust Office whenever the CITY has notice of changes to the information and also whenever the CITY has a newly hired employee included in the Regular Contribution Report, or has dropped a terminated employee.

37.2.3.1.3 Deadline. The CITY shall send the Demographic Information Report under this Section within 30 days of the first contribution to the Trust. The CITY shall send updates to this report within 30 days of receipt of the updates to the information included in the Demographic Information Report or within 30 days of including a new employee on the Regular Contribution Report. This Demographic Information Report shall be furnished in the format that the Trust Office requests.

37.2.3.2 Regular Contribution Report. The CITY shall electronically submit to the Trust Office a Regular Contribution Report with each transfer contribution to the Trust. This Regular Contribution Report shall be sent in the format requested by the Trust, and received by the Trust Office within five (5) days of each receipt of contribution funds. This Regular Contribution Report shall include the data that the Trust Office requests concerning employees and contributions including at least:

37.2.3.2.1 Terminations. The reason that an employee was dropped off of the Regular Contribution Report, e.g., involuntary termination, voluntary termination, retirement, resignation, promoted out of bargaining unit, leave without pay.

37.2.3.3 Payroll Audit. The CITY and the Association hereby acknowledge receipt of the Trust Agreement governing the Trust and will cooperate with the Trust in allowing a payroll audit for the purpose of ascertaining if the proper amount of contributions have been made. The CITY and the Association shall timely cooperate with the Trust Office's audit rules and any request made or authorized by the Trust's auditor.

37.2.4 Exclusive Purpose of Trust. The monies contributed to the Trust shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no employee election/option available to take such amount in unrestricted cash.

37.2.5 **Separate trust.** The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any CITY health insurance funding program, unless changed by mutual written agreement of the parties.

37.2.6 **Renewal or Ratification of Memorandum of Understanding.** Following the renewal or ratification of this Memorandum of Understanding, the CITY or the Association shall electronically send the executed Memorandum of Understanding to the Trust Office within 14 days of such renewal or ratification. At the same time, the CITY and the Association shall each provide the Trust Office with the name, phone number, and email address of the person(s) that the Trust Office should contact with any questions regarding the Trust.

37.2.7 **Retention Bonus Transfers to Trust.** The CITY and the Association agree that the CITY will make the following mandatory transfers, on a pre-tax basis, to the Trust on behalf of every employee in the Defined Class:

37.2.7.1 Mandatory Retention Bonus Contribution (Annually). For every employee who is represented by the Association, the CITY shall, at the end of each fiscal year, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 100% of the payment that could otherwise be paid to the employee for their Retention Bonus under this Agreement. The employee shall not have the option to receive a cash payout for the value of the mandatory Retention Bonus contributed to the Trust in lieu of making contributions to the Trust.

37.2.7.2 Remittance of Retention Bonus. The CITY shall transfer the Retention Bonus payments in accordance with the rules set by the Trust Office for the duration of the Memorandum of Understanding. Such Retention Bonus payments shall be remitted, in one aggregate payment as directed by the Trust Office within 30 days of the date the payment would have been payable to the employee

SECTION 38. REOPENERS AND OTHER COMMITMENTS

38.1 The CITY and the Association agree to meet in good faith to revisit potential revisions to the grievance procedure language presented in Section 18 to provide for greater consistency between the Miscellaneous Police Employees Association, the Menifee Police Officers Association, and the Menifee Police Management Association Memorandums of Understanding at the request of the Association.

38.2 The CITY and the Association agree to meet in good faith to revisit possible changes to the disciplinary and appeals procedures language presented in Section 19 to provide for greater consistency between the Miscellaneous Police Employees Association, the

Menifee Police Officers Association, and the Menifee Police Management Association Memorandums of Understanding at the request of the Association.

38.3 No changes, other than those already agreed to above, will be implemented without the parties' mutual agreement.

SECTION 39. RATIFICATION AND IMPLEMENTATION

Representatives of management for the City and representatives of the Association have met on a number of occasions and have conferred in good faith, and exchanged proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee members represented by the Association.

The management representatives and the representatives of the Association have reached an understanding as outlined in MOU which was ratified by the Association membership. This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for adoption. After the City Council acts, by majority vote, to formally approve this MOU, the City Council shall enact any necessary amendments to City Ordinances or Resolutions consistent with this MOU.

CITY OF MENIFEE

**MENIFEE POLICE MANAGEMENT
ASSOCIATION**

By: _____
Armando G. Villa, City Manager

By: _____
Corey Cox, MPMA President

By: _____
Joseph Larsen, Deputy City Attorney

By: _____
Chris Carrino, MPMA Vice President