

RESOLUTION NO. 2015-123

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF ELK GROVE AND THE ELK GROVE POLICE MANAGERS' ASSOCIATION
DATED JULY 1, 2015 THROUGH JUNE 30, 2017**

WHEREAS, all City labor relations have been regulated by the Meyers-Milias-Brown Act (MMBA) and the City-promulgated Employee Employer Relations Policy established by Resolution No. 2001-40 as well as the current City of Elk Grove Rules and Regulations dated April 2012; and


WHEREAS, the current Memorandum of Understanding between the City of Elk Grove (City) and the Elk Grove Police Managers' Association (EGPMA) expires on June 30, 2015; and

WHEREAS, the City and EGPMA have met, conferred, and reached agreement on a successor Memorandum of Understanding regarding rates of pay, benefits, and other terms and conditions of employment for the term of July 1, 2015 through June 30, 2017; and

WHEREAS, the members of EGPMA ratified the Memorandum of Understanding on June 15, 2015.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby ratifies the Memorandum of Understanding between the City of Elk Grove and the Elk Grove Police Managers' Association dated July 1, 2015 through June 30, 2017, attached hereto as Exhibit A.

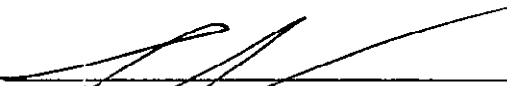
PASSED AND ADOPTED by the City Council of the City of Elk Grove this 24th day of June 2015



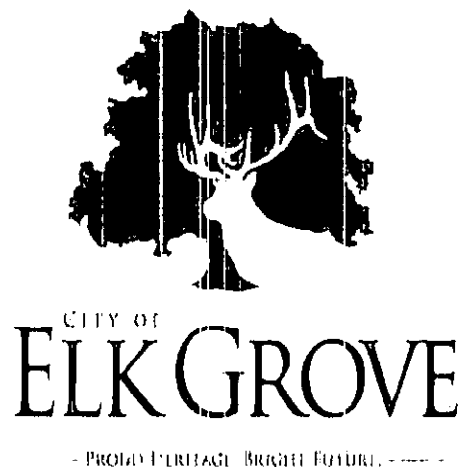
GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:


JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:


JONATHAN P. HOBBS,
CITY ATTORNEY



**Memorandum of
Understanding between
Elk Grove Police
Managers' Association
and City of Elk Grove**

July 1, 2015 through June 30, 2017

Table of Contents

ARTICLE I -- RECOGNITION AND COVERAGE	5
1. Preamble	5
2. Recognition	5
3. Definitions	5
ARTICLE II --CITY RIGHTS	6
ARTICLE III -- ASSOCIATION RIGHTS	7
1. EGPM Release Time Bank	7
2. EGPM Release Time	7
3. Major Incident Response	7
4. Payroll Deduction	8
5. Non-Discrimination	8
6. Use of City Facilities	8
7. Advance Notice	8
ARTICLE IV -- NO STRIKE	9
ARTICLE V -- SALARY AND OTHER COMPENSATION	9
1. Salary	9
2. Merit Increases	9
3. Education Incentive Pay	10
4. Deferred Compensation	10
ARTICLE VI -- RETIREMENT	11
ARTICLE VII -- HOLIDAYS	11
ARTICLE VIII -- HEALTH AND WELFARE	12
1. Health, Dental and Vision Insurance Coverage	12
2. Life Insurance	13
3. Short Term Disability Program	13
4. Long Term Disability Program	13
5. Flexible Spending Account	13
6. Health Retirement Account	13
7. Employee Assistance Program	14
ARTICLE IX -- ALLOWANCES AND REIMBURSEMENTS	14

1. Tuition Reimbursement	14
2. Quartermaster Program.....	15
3. Auto Allowance	15
ARTICLE X -- LEAVES	15
1. Annual Leave.....	15
2. Administrative Leave	16
3. Bereavement Leave	17
ARTICLE XI -- GRIEVANCE PROCEDURE	17
1. Definition	17
2. Time Limits.....	17
3. Presentation.....	17
4. Procedure.....	17
5. Consistent Awards.	19
6. Administration of the Grievance Procedure	19
7. EGMA's Standing to Grieve.....	20
ARTICLE XII -- DISCIPLINE PROCEDURE	21
1. Policy.....	21
2. Definition	21
3. Persons Authorized to Initiate Disciplinary Action	21
4. Application of Disciplinary Appeal Procedure	21
5. Cause for Disciplinary Action	22
6. Preliminary Notice of Proposed Discipline	22
7. Skelly Meeting.....	22
8. Appeal of Disciplinary Action	23
ARTICLE XIII -- REDUCTION IN FORCE	24
1. Layoff.....	24
2. Order of Layoff	24
3. Seniority Defined	24
4. Notification	25
5. Employee Options.....	25
6. Reemployment.....	25

7. Appeals.....	26
8. Alternatives to Layoff.....	26
ARTICLE XIV – EMPLOYEE PERFORMANCE EVALUATION.....	26
1. Performance Evaluation.....	26
2. Authority to Prepare Performance Evaluations.....	26
3. Frequency and Distribution of Performance Evaluations.....	27
4. Review with the Employee.....	27
5. Salary Step Advancement.....	27
ARTICLE XV – MISCELLANEOUS.....	28
1. Voluntary Wellness Program.....	28
2. Personnel Rules.....	28
3. Meeting and Confering During Term of Memorandum of Understanding.....	28
4. Savings Clause.....	28
5. Total Agreement.....	28
ARTICLE XVI – TERM.....	29
1. Term of Memorandum of Understanding.....	29
2. Signature Clause.....	29

ARTICLE I -- RECOGNITION AND COVERAGE

1. Preamble

This Memorandum of Understanding, hereinafter referred to as "Agreement", entered into pursuant to Section 3500 et seq. of the Government Code by the City of Elk Grove, hereinafter referred to as "City", or "the employer", and the Elk Grove Police Managers' Association, hereinafter referred to as "the Association" or "EGPMA", has as its purpose the promotion of harmonious labor relations between the City and the EGPMA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

It is understood and agreed that this Agreement supersedes and replaces all previous practices on these points by and between the City of Elk Grove and the Elk Grove Police Managers' Association.

The term "Agreement" as used herein means the written agreement provided under section 3505.1 of the Government Code.

2. Recognition

The Elk Grove Police Managers' Association is recognized, pursuant to Resolution No. 2010-241, as the exclusive representative as provided in the City's Employer/Employee Relations Policy for all employees in the classifications of Lieutenant and Captain. Classifications may be added or deleted from the EGPMA bargaining unit pursuant to the City's Employer/Employee Relations Policy.

3. Definitions

The following are definitions for terms commonly used throughout this Agreement:

- A. "City Manager" – the City Manager or the City Manager's designated representative.
- B. "City Policies and Procedures" – Policies, Procedures, Personnel Rules and Regulations of the City of Elk Grove.
- C. "City" – The City of Elk Grove.
- D. "Classification," or "Job Classification" -- one or more positions with similar duties, knowledge, skills and abilities given the same title. Example: Lieutenant.
- E. "Compound" or "Compounding" – the method of calculating increases sequentially instead of individually.
- F. "Day(s)" – calendar days, unless specified otherwise.
- G. "Department" – The Elk Grove Police Department.
- H. "EGPMA" – Elk Grove Police Managers' Association.
- I. "Employee" -- a salaried employee of the City of Elk Grove.
- J. "General Orders" – Policies and procedures of the Police Department.
- K. "Member" – An employee in the classification of Lieutenant or Captain who has elected to become a member of the EGPMA.
- L. "Police Chief" – the Police Chief or the Police Chief's designated representative.

- M. "Position" – duties and responsibilities assigned by the City to be performed by an employee.
- N. "POST" – Peace Officers' Standards and Training.
- O. "Regular Rate of Pay" – Base pay plus incentive pays.
- P. "Supervisor" – An employee in a classification that has the responsibility to hire, transfer, suspend, layoff, recall, promote, discipline and direct the work of other employee, or to effectively recommend such action(s).
- Q. "Immediate Family" - Spouse; natural, step, or legal child or parent; brother; sister; brother-in-law; sister-in-law; grandchild; grandparent; mother-in-law and father-in-law; registered domestic partner, child of registered domestic partner.

ARTICLE II --CITY RIGHTS

All City rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the City. The rights of the City include, but are not limited to, the exclusive right to:

1. Manage the City generally and to determine issues of policy.
2. Determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.
3. Determine the nature, manner, means, technology, and extent of services to be provided to the public.
4. Determine methods of financing.
5. Determine types of equipment or technology to be used.
6. Determine and/or change the facilities, methods, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.
7. Determine and change the number of locations and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City.
8. Assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
9. Lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
10. Establish and modify productivity and performance programs and standards.
11. Dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
12. Determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
13. Hire, transfer, promote, and demote employees.
14. Determine policies, procedures, and standards for selection, training, and promotion of employees.

15. Establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance by employees with such performance standards.
16. Establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City.
17. Take any and all necessary action to carry out the mission of the City in emergencies.

ARTICLE III – ASSOCIATION RIGHTS

1. EGPMA Release Time Bank

The City shall provide an annual bank of 600 hours of release time to be used by designated representatives of the EGPMA to represent the Association on official Association business. The EGPMA Release Time Bank shall be administered as follows:

- A. The initial 600 hours shall be deposited in the pay period following ratification of this MOU. Thereafter, 600 hours shall be deposited each July 1. Any unused hours at the end of the fiscal year shall not roll over into the next fiscal year.
- B. Designated EGPMA representatives shall be the President, Vice President, Secretary, Treasurer, Board of Directors members, or any other employee in the EGPMA bargaining unit designated by the EGPMA President.
- C. No more than two (2) employees shall be released at the same time. The release of more than two (2) employees at the same time will require the prior approval of the Police Chief.
- D. The EGPMA President or designee shall provide at least twenty-four (24) hours' notice to the supervisor of an employee to be released on EGPMA release time prior to utilization of such release time.
- E. EGPMA release time shall be used for official Association business, including but not limited to, training programs, seminars, City Council meetings and meetings with elected officials (that do not conflict with FPPC rules and statutes).
- F. The Police Chief reserves the right to deny the release of any employee due to the operational needs of the Police Department.

2. EGPMA Release Time

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with City Management representatives, or be present at City hearings where matters within the scope of representation or grievances are being considered.

The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request an excused absence prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes shall not exceed three (3).

3. Major Incident Response

When an EGPMA representative responds during his/her scheduled hours of work to a major incident as outlined in Policy 358 for the purpose of representing an employee's

rights, welfare or care, the EGPMA representative shall be compensated at his/her regular rate of pay.

4. Payroll Deduction

The City agrees to continue payroll deductions for members of the EGPMA for EGPMA membership dues. Such deductions shall be made pursuant to payroll deduction policies and procedures as established by the City.

The EGPMA agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance or other programs sponsored by the EGPMA.

5. Non-Discrimination

The City agrees not to discriminate against any employee because of membership in the EGPMA or because of any activities on behalf of the Association. The City further agrees not to discriminate, harass, or reprimand against any employee as a result of their exercise of their rights under this Agreement, or under Section 3500 et seq., of the Government code of the State of California.

6. Use of City Facilities

The Association shall be allowed by the City department in which it represents employees use of space on available bulletin boards for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Association shall give notice to the Police Chief when contacting department employees on City facilities during the duty period of the employees, provided that solicitation of membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Police Chief and when made shall continue until revoked by the Police Chief.

City buildings and other facilities may be made available for use by City employees or the Association or their representatives in accordance with such administrative procedures as may be established by the City Manager or Police Chief.

7. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Association if affected by any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate, if requested, with the designated management representatives prior to the adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter, the Association shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said measures with the management representatives designated by the City Manager.

ARTICLE IV -- NO STRIKE

EGPMA agrees that during the term of this Agreement, neither it nor its officers, employees, representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Elk Grove. In the event that EGPMA members participate in such activities in violation of this provision, EGPMA shall immediately notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE V – SALARY AND OTHER COMPENSATION

1. Salary

- A. Effective the first pay period in July, 2015, the City shall provide a general salary increase of 2%.
- B. Effective the first pay period in July 2016, the City shall provide a general salary increase of 2%

2. Promotion

- A. Upon promotion to Lieutenant the employee will be placed at the next highest step of the new classification no less than five percent (5%) above their prior base salary with incentives, excluding HIL and Master Degree; not to exceed step 6 in the new range.
- B. All other classifications will receive the salary step of the new classification of no less than 5%.
- C. Upon promotion to Lieutenant all banked CTO and HIL will be cashed out to the employee at the pay rate prior to the promotion in either direct or deferred compensation.

A promotion is defined as moving from one classification to another classification where the top step salary of the new classification exceeds the top step salary of the previous classification. Employees who are promoted will serve a 12-month probationary period.

3. Demotion

- A. Upon demotion, the employee will go to the same step as they had in their previous classification prior to the promotion. Employees who are being demoted and have not held a previous classification with the City will be placed at the same step in the new classification as that held in the previous classification.

A demotion is defined as moving from one classification to another where the top step salary of the new classification is less than the top step salary of the previous classification.

4. Annual Performance Evaluation Date

The annual performance evaluation date will change to correspond to the effective date of the promotion or demotion.

5. Merit Increases

Each employee shall receive an annual performance evaluation to assess the efficiency, competence, conduct, and merit of his/her work performance. The annual performance

evaluation shall be completed not less than ten (10) calendar days prior to the employee's anniversary date each year. Each employee who receives an average score of 3.0 or greater shall advance to the next step on the salary schedule. Each employee who receives an average score of 2.9 or less on his or her performance evaluation shall not advance to the next higher step in the salary range. Any employee receiving an average score of 2.9 or less on an annual evaluation shall be re-evaluated no later than six (6) months after the employee's annual performance evaluation date. If the employee attains an average score of 3.0 or greater on the interim evaluation, the employee shall then advance to the next step in the salary range. Any employee not receiving an average score of 3.0 or greater on the interim evaluation shall not be eligible for a step increase until his or her next anniversary date. No salary step advancements shall be granted unless recommended by the Police Chief and approved by the City Manager. An employee who attains an average score of 3.0 or greater shall only be denied a salary step advancement in the case of an unforeseen economic downturn, including but not limited to aggregate declines in sales tax, property tax, vehicle licensing fees, utility users tax, and transient occupancy tax. In the event of an unforeseen economic downturn, the City and EGPMA agree to meet and confer regarding alternatives to the denial of salary step advancements. If the Police Chief and/or City Manager deny a salary step advancement for any employee who receives an average score of 3.0 or greater, for any reason other than an unforeseen economic downturn, then the employee shall receive the reason for such denial in writing.

6. Education Incentive Pay

- A. Effective the first full pay period in July, 2011, the City shall pay five percent (5%) for a Management POST certificate or five percent (5%) for a Bachelor of Arts or Bachelor of Science degree (earned from an accredited college or university). The Bachelor of Arts or Bachelor of Science degree incentive shall not be paid to any employee hired or promoted into the classification of Lieutenant or Captain after July 15, 2011. If an employee receives the five percent (5%) incentive for the Bachelor of Arts or Bachelor of Science degree, and later earns a Management POST certificate, then the five percent (5%) incentive for the college degree will be replaced with the five percent (5%) incentive for the Management POST certificate.
- B. Effective the first pay period in January, 2016, the City shall pay five percent (5%) for a Master of Arts or Master of Science degree (earned from an accredited college or university).
- C. The cumulative percentage shall not exceed ten percent (10%). These incentive pays shall be considered PERS reportable compensation.

When an employee qualifies for the education incentive referenced above, such additional compensation shall be based on the amount of the pay differential multiplied by the employee's salary step. Education Incentive Pay shall not compound. Education Incentive Pay shall be effective the beginning of a pay period after the necessary paperwork has been submitted to and verified by the Human Resources Department.

7. Deferred Compensation

The City shall make a contribution (match) into the 401(a) plan of up to three percent (3%) of the employee's salary, subject to maximums set by law.

ARTICLE VI -- RETIREMENT

The City shall continue the contractual agreement between the City of Elk Grove and the Board of Administration of the California Public Employees' Retirement System ("CalPERS"). The City shall pay the full cost of the employer's (City's) contribution as designated by CalPERS and the full cost of the employee's contribution as designated by CalPERS.

Effective the first full pay period in July, 2012, the City shall pay the full cost of the employer's (City's) contribution as designated by CalPERS and the employee shall pay the full cost of the employee's contribution of nine percent (9%).

Effective the first full pay period after a contract amendment with CalPERS (which process shall begin in 2013 following full ratification of this MOU), the employee shall begin paying three percent (3%) of the employer's (City's) contribution as designated by CalPERS. This payment shall be done on a pre-tax basis consistent with IRS code 415(h) (2).

All safety employees eligible for membership in this association hired on or prior to August 7, 2012 shall receive the retirement benefit of 3% @ 50. All safety employees eligible for membership in this association hired on or after August 8, 2012, and defined by CalPERS as "classic members," shall receive the retirement benefit of 3% at 55. All safety employees hired after December 31, 2012, and defined by CalPERS as "new members," shall receive the retirement benefit of 2.7% @ 57. All other optional benefits in the City's current contract with CalPERS will remain the same.

ARTICLE VII -- HOLIDAYS

Employees shall receive a 5% Holiday Pay differential ("Holiday Pay") in lieu of paid Holiday time off. Holiday Pay shall be multiplied by the employee's salary step. If an employee receives authorization to take time off for a Holiday, the employee shall use Annual Leave or Administrative Leave accruals for such time off. Employees with accrued Holiday Leave credits on the books may take such time off or cash out such time in the same manner as Annual Leave. Holiday Pay shall be compensable for retirement (PERS) purposes.

The following holidays are observed by the City of Elk Grove:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day (Washington's Birthday)
- Memorial Day
- 4th of July (Independence Day)
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving (Family Day)
- Christmas Eve (4 hours)
- Christmas Day

New Year's Eve (4 hours)

One (1) personal holiday.

ARTICLE VIII -- HEALTH AND WELFARE

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

1. Health, Dental and Vision Insurance Coverage

A. Health Insurance:

The City shall contract with the California Public Employees Retirement System (CalPERS) for health benefits. All plans offered by CalPERS shall be available to employees in the bargaining unit.

B. Dental Insurance:

Dental insurance coverage shall be provided by the City at benefits levels in effect as of the current calendar year.

C. Vision Care Insurance:

Vision coverage shall be provided by the City at benefit levels in effect as of the current calendar year.

D. City Contribution to Health, Dental, and Vision Insurance Premiums:

- a. Effective the first pay date in December of each year within this MOU, the City shall adjust its monthly contribution towards the cost of employee health insurance, dental insurance and vision insurance in an amount equal to one-half (1/2) the increase of the monthly Kaiser Permanente contribution rates for the upcoming year for Employee only, Two-Party, and Family, plus dental and vision insurance premiums. The employee shall pay an amount equal to one-half (1/2) of the increase of the Kaiser premium for Employee only, Two-Party, and Family not to exceed 10% of the total premium cost effective the first full pay period in December.
- b. In the case of a decrease in the cost of employee health insurance, dental insurance and vision insurance, the City and employee shall share equal to one-half (1/2) the decrease of the monthly Kaiser Permanente contribution rates for Employee only, Two-Party, and Family, plus dental and vision insurance premiums.
- c. Concurrently, each employee who selects a CalPERS health plan with a monthly premium that results in a cost (health insurance premium, dental insurance premium, and vision insurance premium) that is higher than the maximum paid by the City shall pay the difference through payroll deduction.
- d. Concurrently each employee who selects a CalPERS health plan with a monthly premium that results in a cost (health, dental, and vision insurance premiums) that is lower than the maximum paid by the City shall not receive the difference in pay.

- e. Effective January 1, 2016 employees hired prior to October 1, 2009 who show evidence of other group health insurance coverage and do not select a City health plan shall receive a monthly in lieu cash fringe allowance of \$450. Employees hired on or after October 1, 2009 who show evidence of other group health insurance coverage and do not select a City health plan shall receive a monthly in lieu cash fringe allowance of \$300.

2. Life Insurance

The City shall provide employee group life insurance coverage. Coverage shall provide 100% of annual salary with a minimum of \$50,000 and a maximum of \$300,000.

3. Short Term Disability Program

The City shall provide a Short Term Disability Insurance Program as provided in the plan document, with the City paying 100% of the monthly premium rate for the weekly indemnity insurance program (short term disability) of 60% of salary for 11 weeks. This program is for non-job related injuries or illness.

4. Long Term Disability Program

Effective January 1, 2014, the City shall contract with the Insurance & Benefits Trust of PORAC for the Premier Plus Long Term Disability Program. The City's contribution for this program shall be equal to the contribution made for other City employees under the Lincoln Long Term Disability Insurance Plan. Employees in classifications represented by the EGPMA will pay the difference in premium through payroll deduction.

5. Flexible Spending Account

The City shall provide a flexible spending account which provides employees with the options of dependent care expenses with a calendar year maximum of \$5,000, and unreimbursed medical expenses with a calendar year maximum of \$2,500. The City shall maintain this plan in compliance with Internal Revenue Code §125. Employee premiums for flexible spending account benefits shall be deducted on a pre-tax basis from employee pay.

6. Health Retirement Account

Employees shall be enrolled in the City's Health Retirement Account plan. There are two options as listed below. Only those employees listed on Attachment A have selected to participate in Option I. All other employees shall be enrolled in Option II.

A. Option I

- (1) Each employee shall be fully vested after ten (10) years of service to the City. Partial vesting commences upon five years of service to the City, earning eligibility for 50% of the benefit. Each additional full year of service earns another 10% until full vesting is achieved (a partial year of service will not be prorated). All eligible employees must retire from CalPERS within sixty (60) days of separation from City service to receive the City contribution in Option I.
- (2) Fully vested participants will receive \$800/month benefit deposited into personally managed investment accounts. Partially vested participants will receive his/her eligible proportionate share of the fully vested allowance deposited into personally managed investment accounts.

- (3) The City's contribution is deposited into a master account and managed by the City. The Administrator transfers funds from this account monthly to participants' accounts.
- (4) Monies are vested and investments are managed by the participant.
- (5) At separation of service, Option I members shall receive 100% of accrued leave payout (combination of Annual Leave, Administrative Leave, CTO Leave and Holiday in Lieu) in either direct and/or deferred compensation.

B. Option II

- (1) Each employee is fully vested on first day of employment.
- (2) Defined contribution by the City of \$100/pay period for IRS eligible medical expenses for self and qualified dependents upon retirement until deceased.
- (3) At separation of service, Option II members shall receive 75% of accrued leave payout (combination of Annual Leave, Administrative Leave, CTO and Holiday In-Lieu) in either direct and/or deferred compensation. The value for the remaining 25% of accrued leave will be contributed directly into the employee's HRA account.

7. Employee Assistance Program

The City shall make an employee assistance program (EAP) available to each eligible employee. The EAP shall provide guidance and resources to employees and/or their dependents to assist with personal problems such as family/marital problems, personal/emotional problems, substance abuse problems, and work related problems.

ARTICLE IX -- ALLOWANCES AND REIMBURSEMENTS

1. Tuition Reimbursement

- A. Full-time employees with a minimum of six (6) months of continuous employment with the City who are earning a college or university degree that is job-related may request to be reimbursed for some of the cost of tuition and books. The schedule of reimbursement shall be as follows:

Eighty percent (80%) of the cost of tuition and books up to a maximum of \$2,250 per calendar year for employees working towards a Master of Arts or Master of Science degree at an accredited college or university (accredited by the Western Association of Schools and Colleges).

- B. Employees must obtain written approval from the Police Chief and the Human Resources Director prior to taking classes for which the employee desires to be reimbursed. Reimbursement shall only be made at the conclusion of the class and where the employee has achieved a grade of "C" or better.
- C. All classes shall be taken on the employee's own time and an employee shall not be entitled to compensation.

- D. Any employee voluntarily terminating employment within twenty-four (24) months of receiving reimbursement under this section will be responsible for repaying the City of Elk Grove the full amount of the reimbursement received. An employee involuntarily separated (termination, lay-off, or industrial disability retirement) will not be required to reimburse the City.
- E. Part-time employees working twenty (20) or more hours a week shall be eligible to receive reimbursement pursuant to items A through D above on a pro-rated basis.

2. Quartermaster Program

- A. Employees in classification required by the Police Chief to wear a uniform shall participate in the City's Quartermaster Program.
 - (1) Uniforms shall be as prescribed by the City.
 - (2) The City will provide the initial issue of uniforms.
 - (3) The City will provide for the cleaning of uniforms.
 - (4) The City will replace any uniform item or equipment authorized by the department that has been lost, stolen, damaged or rendered unserviceable as a result of on-duty activity.
- B. The City shall report to CalPERS the estimated value of up to \$1,000 per fiscal year for each uniformed employee for purposes of issuing, cleaning, maintaining and replacing uniforms. The amount reported to CalPERS may vary depending on the uniform each employee is required to wear.

3. Auto Allowance

Employees shall receive either a home retention vehicle or a car allowance in the amount of \$300 per month.

ARTICLE X -- LEAVES

1. Annual Leave

A. Accrual of Annual Leave

Full time employees shall accrue Annual Leave hours according to the following schedule:

Years of Employment	Annual Accrual	Maximum Accrual
0 – 4	22 days (176 hours)	44 days (352 hours)
5 – 14	27 days (216 hours)	54 days (432 hours)
15 +	32 days (256 hours)	64 days (512 hours)

Part time employees who work twenty (20) hours or more shall be entitled to Annual Leave benefits proportionate to percentage of hours worked based upon a forty (40)

hour workweek. Part time employees who work less than twenty (20) hours per week are not entitled to Annual Leave. Accrual begins on an employee's hire date. Once an employee reaches maximum accrual, the employee will stop accruing Annual Leave unless written approval is provided by the City Manager.

B. Use of Annual Leave

Annual Leave hours may be used for any absence approved by the City, including:

- (1) Vacation;
- (2) Illness of or injury to the employee;
- (3) Doctor, dental and vision appointments for the employee; and
- (4) Illness or medical appointment of an immediate family member that requires the employee's presence.

The times during which an employee may use Annual Leave for vacation shall be determined by the Police Chief. Employees with less than three (3) months of employment with the City shall not use Annual leave for vacation purposes unless the use of such leave was agreed to and documented prior to employment with the City.

C. Use of Annual Leave for Illness or Injury

In order to receive compensation while using Annual Leave for an unscheduled illness or injury, the employee shall notify his/her immediate supervisor or the Police Chief no less than one (1) hour prior to the start of a scheduled shift. When an unscheduled absence is for one (1) workday or more, the employee may be required to submit a physician's certificate to the Police Chief or the Human Resource Department, verifying the need to be absent due to illness or injury. The City retains the right to question and to limit the use of Annual Leave if the unscheduled leave is having a negative impact on the City operations and performance.

D. Cash Out of Annual Leave

Once annually, during the month of November, employees may upon written approval, receive compensation for up to eighty (80) hours of their unused Annual leave based upon his/her regular rate of pay. The ability to cash-out Annual Leave in return for compensation is based on the following criteria:

- (1) The employee used at least forty (40) hours during the previous year; and
- (2) The employee shall have a minimum of eighty (80) Annual Leave hours after the cash out.

Employees who terminate employment shall be paid in lump sum for all accrued Annual Leave and Administrative Leave earned by the effective date of termination, less 25% which shall be deposited into the employee's HRA account (Option II only).

2. Administrative Leave

All full-time Lieutenants and Captains are eligible for Administrative Leave. Administrative Leave may be used for any reason, is computed based upon a fiscal year, and prorated by hire date.

In the first full pay period of every fiscal year, all Lieutenants and Captains will accrue eighty (80) hours of Administrative Leave. The maximum accrual of Administrative Leave shall be one hundred sixty (160) hours. Employees may cash out up to fifty percent (50%) of their Administrative Leave during the month of May.

Employees who terminate employment shall be paid in lump sum for all accrued Administrative leave earned by the effective date of termination, less 25% which shall be deposited into the employee's HRA account (Option II only).

3. Bereavement Leave

A full-time employee shall be eligible for up to forty (40) hours of paid Bereavement Leave in the event of the death of a member of the employee's immediate family.

The employee shall give notice to his/her immediate supervisor prior to taking such leave.

ARTICLE XI -- GRIEVANCE PROCEDURE

1. Definition

The term "Grievance" as used in this Agreement is limited to a complaint or request of an employee, group of employees, or EGPMA which involves the interpretation, application, or compliance with the provisions of this Agreement.

Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; City Council resolution, ordinance or minute order; disciplinary actions; performance evaluations; denial of merit increases; discriminatory acts; or other matters which have other means of appeal.

2. Time Limits

Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be processed to the next level.

When "days" are used in this section for the purposes of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

Time limits may be waived by mutual agreement between the parties.

3. Presentation

An employee and/or EGPMA representative may present a grievance while on duty, provided such presentations and discussions do not disrupt City operations and are kept to a reasonable minimum.

4. Procedure

All grievances as defined herein shall be processed in accordance with this procedure. All grievances, beginning at Step 2 shall be filed on forms provided by the City for that purpose. The City may refuse to consider a grievance in those circumstances where the aggrieved

party has not followed this procedure. However, steps of the grievance procedure may be waived by mutual agreement between the parties.

Step 1: Within fifteen (15) days of the act(s) and/or omission(s) giving rise to the grievance or within fifteen (15) days of the time the employee or EGPMA should reasonably have been aware of said act(s) and/or omission(s), the grievance shall be discussed informally with the person or persons most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.

Step 2: Within fifteen (15) days of receipt of the Step 1 response, or if no response is given, within thirty (30) days of Step 1 meeting the grievant, if still dissatisfied, shall file with the Police Chief, a formal written grievance. Within fifteen (15) days of the receipt of the formal grievance the Police Chief shall meet with the grievant to discuss the matter. The Police Chief shall respond to the grievant, in writing, within fifteen (15) days of the Step 2 meeting. The Step 2 response shall include the position of the Police Department and the reasons therefore, as related to the grievance.

Step 3: Within fifteen (15) days of the Step 2 response or, if no Step 2 response is received, within thirty (30) days of the Step 2 meeting, the grievance may be presented in writing to the City Manager. The City Manager shall conduct such investigation as is deemed appropriate and shall issue a written determination within thirty (30) days of the date on which the grievance is first presented at Step 3. If the City Manager fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, the EGPMA may request that the matter be submitted to binding arbitration. The City Manager shall be the final level of appeal for grievances not represented by EGPMA.

Step 4 – Arbitration: If the parties are unable to reach a mutually satisfactory resolution of the grievance as a result of discussions at Steps 1, 2, and 3, or if there is a dispute as to whether or not the grievance meets the definition of grievance under paragraph 1 of this section, the issue may be submitted to an impartial arbitrator who shall be designated by mutual agreement of the grievant and his/her representative and the Human Resource Director. The following process shall be followed:

- (a) A request for binding arbitration shall be made in writing to the Human Resources Department within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 3, or in the event that no Step 3 response is received, within forty-five (45) days of the date of the Step 3 meeting.
- (b) Failure to pursue arbitration pursuant to the timelines outlined in this section shall constitute an abandonment of the grievance.
- (c) An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to JAMS. The parties shall request a list of seven (7) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the drawing of the names of the parties.

- (d) Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by law.
- (e) No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position within the bargaining unit represented by the EGPMA and unless such dispute falls within the definition of grievance as set forth in paragraph 1 of this section, and is consistent with the provisions herein. Any dispute as to arbitrability shall be decided prior to any hearing on the merits unless the arbitrator rules that the issues are not separable. Whenever possible, a bench arbitrability decision shall be issued immediately.
- (f) No arbitrator shall have the power to amend or modify this Memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is within the authority of the City Council or other legislative body, or to establish any new terms or conditions of employment. The arbitrator's decision shall be limited only to the applications and interpretation of the existing rule in the matter referred for consideration.
- (g) The City and EGPMA shall exchange witness lists seven (7) calendar days prior to arbitration hearings. Should it become necessary to supplement the list(s), the other party will be notified as soon as possible.
- (h) All fees and costs of the arbitrator and/or JAMS shall be borne equally by the parties. Each party, however, shall bear the cost of its presentation including preparation and post-hearing briefs, if any.
- (i) The arbitrator shall make an appropriate record of the proceedings. There shall be no stenographic record of the proceedings unless required by the arbitrator.
- (j) The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause, the arbitrator may schedule an additional day of hearing to be held within seven (7) days.
- (k) There shall be no post hearing briefs unless required by the arbitrator.

5. Consistent Awards.

No settlement or award shall be made under the grievance procedure which is inconsistent with the terms and conditions of this Memorandum of Understanding or any other City law, ordinance, resolution, regulation or rule that is not superseded by the Memorandum of Understanding.

6. Administration of the Grievance Procedure.

- As used herein, a "formally submitted grievance" shall include a concise description of the problem, the section(s) of the Memorandum of Understanding alleged to have been violated, the proposed remedy, the date the grievance was filed, and the signature(s) of the person(s) filing the grievance.

- If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance within the time limits, the grievance shall be considered resolved.
- If a City representative does not render a decision to the employee within the time limits, the employee may, within seven (7) days thereafter appeal to the next step in the procedure.
- If in the judgment of a management representative, the management representative does not have the authority to resolve the grievance, the grievance may be referred to the next step of the procedure.
- By agreement in writing, the parties may extend any and all of the time limits of the grievance procedure.
- A copy of all formal grievance decisions shall be forwarded to the grievant, the Human Resources Director and the EGPMA.
- After consultation with the EGPMA, the Human Resources Director may temporarily suspend or consolidate grievance processing on a bargaining unit-wide basis in an emergency situation. Emergencies shall be defined as natural or civil disaster or overburdening of the grievance procedure by submission of multiple grievances filed as a job action tactic. The EGPMA may appeal the suspension or consolidation action of the Director of Human Resources at the arbitration step of the grievance procedure. In the event of such appeal, the City and the EGPMA agree to jointly request a list of arbitrators from State Mediation and Conciliation Service within two (2) working days of the Human Resources Director's action and to select an arbitrator within five (5) calendar days of receipt of the list. The party which loses the appeal of the Human Resource Director's action under this section shall pay the full cost of the arbitrator.

7. EGPMA's Standing to Grieve.

The EGPMA shall have standing to grieve beginning at the first formal step as follows:

- (a) On all matters relating to EGPMA rights or prerogatives or on matters relating to the EGPMA's business relationship with the City.
- (b) On behalf of former City employees regarding their termination rights and benefits.
- (c) Where the EGPMA determines that there is a substantial noncompliance with an otherwise grievable matter where no specific employee directly affected by an interpretation or application of the City affecting otherwise grievable terms and conditions of employment.
- (d) Where a grievance filed by an employee representing themselves or having a representative other than the EGPMA is resolved in a manner the EGPMA believes to be inconsistent with the Memorandum of Understanding.
- (e) Where the EGPMA believes that an individual employee is being denied rights under the MOU but the individual declines to file a grievance. In this case, the individual must be named.

ARTICLE XII – DISCIPLINE PROCEDURE

1. Policy

It is the policy of the City that discipline of City employees be imposed on an appropriate and consistent basis and in compliance with the Public Safety Officer's Procedural Bill of Rights. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in the City of Elk Grove Personnel Rules and Regulations ("Personnel Rules").

2. Definition

As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

3. Persons Authorized to Initiate Disciplinary Action

Discipline may be initiated by those authorized in the Personnel Rules.

4. Application of Disciplinary Appeal Procedure

- A. Permanent Status: The disciplinary appeal procedure shall only apply to employees with permanent status with the City.
- B. Employees in probationary status shall have no right to grieve or arbitrate release from probationary appointment.
- C. Employees in a temporary position shall have no right to grieve or arbitrate release from temporary appointment.
- D. Employees who are working in a temporary out-of-class assignment shall have no right to grieve or arbitrate release from the temporary out-of-class assignment.
- E. Any employee wishing to formally appeal a written reprimand must submit a written request to the City Manager or his/her designee within ten (10) days of receipt of the written reprimand. The employee will be provided with an evidentiary hearing, but no right to confront or cross examine witnesses, before the City Manager or his/her designee within thirty (30) days. The decision of the City Manager or his/her designee to sustain, modify or dismiss the written reprimand shall be considered final.
- F. Upon the request of an employee, a written reprimand shall be removed from an employee's personnel file after two (2) years from the original date of issuance; provided, however, that the employee has not been subject to disciplinary action during the two (2) year period.
- G. A counseling memorandum, letter of instruction or similar action shall not be considered formal disciplinary action. Such measures shall be considered corrective action. The Police Chief may issue General Orders defining corrective action measures and identify those management personnel who can issue such measures. Corrective action may not be appealed beyond the Police Chief.

5. Cause for Disciplinary Action

Discipline shall be for cause. The list of causes for disciplinary action contained in the Elk Grove Police Department Policies and Procedures, Section 340, constitutes a portion of the disciplinary standards of the Police Department. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for specific action or inaction that is detrimental to efficient department service.

6. Preliminary Notice of Proposed Discipline

A copy of the proposed discipline shall be served upon the employee either personally, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the employee's official personnel file. If notice is provided by mail, the employee shall be deemed to have received notice ten (10) work days after the date of mailing.

The notice of proposed discipline shall include:

- (1) A statement of the nature of the disciplinary action;
- (2) The effective date of the disciplinary action;
- (3) A statement of the cause(s) for disciplinary action, citing the item(s) under paragraph 5 of this section which have been violated;
- (4) Any supporting material or documentation;
- (5) A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and
- (6) The name and address of the person to whom all written communication regarding this appeal shall be sent.

7. Skelly Meeting

An employee who is subject to disciplinary action shall, within five (5) work days after receiving a Notice of Proposed Discipline, participate in a Skelly meeting. The proposed discipline shall become final if the employee fails to participate in the Skelly meeting.

The City shall appoint a Skelly Officer. The Skelly Officer shall meet with the employee and the employee's representative, if any, listen to arguments and receive documents presented by the employee. Within ten (10) days and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.

If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Notice of Proposed Discipline.

Upon mutual agreement, the employee and the City may agree to modify the time lines contained in this subsection.

8. Appeal of Disciplinary Action

- A. Within ten (10) work days after receipt of the final Notice of Disciplinary Action, the disciplinary action may be appealed to arbitration. Notice of the appeal must be filed with the Human Resources Department. Failure to appeal shall constitute an exhaustion of administrative remedies and there shall be no further appeal before any court, administrative tribunal or any other forum on any legal theory or basis.
- B. An appeal of a disciplinary action to arbitration is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
- C. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee or his/her representative, and the City.
- D. An arbitrator may be selected by mutual agreement between the parties. However should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to the JAMS. The parties shall request a list of seven (7) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the drawing of the names of the parties.
- E. The fees and expenses of the arbitrator and/or the JAMS shall be shared equally by the EGPMA and the City, in the event the employee subject to the disciplinary action is represented by the EGPMA. In the event the employee subject to the disciplinary action is not represented by the EGPMA, the City shall pay the fees and expenses of the arbitrator and/or the JAMS. The parties shall bear their own attorney fees.
- F. Following selection of the arbitrator, the City shall request the arbitrator set the date, time and place of the hearing not later than thirty (30) calendar days after the selection has been made. Notice of the date, time and place of the hearing must be given by the arbitrator at least twenty-four (24) hours in advance. Such notice may be given orally, by facsimile, or electronic mail.
- G. The employee shall be entitled to appear personally at the hearing and produce evidence.
- H. There shall be no stenographic record of the proceedings unless required by the arbitrator.
- I. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make an appropriate record of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause, the arbitrator may schedule an additional day of hearing to be held within seven (7) days.
- J. There shall be no post hearing briefs unless required by the arbitrator
- K. The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than seven (7) days from the date of the close of the hearing.
- L. The award shall be in writing, signed by the arbitrator, and shall include a brief explanation in support of the award.

- M. The arbitrator's decision shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.

ARTICLE XIII – REDUCTION IN FORCE

1. Layoff

When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of command positions in the Police Department, the City shall determine the number of position(s) in each classification to be eliminated. The order in which employees will be laid off within each classification affected by the layoff shall be based on seniority.

2. Order of Layoff

A. Should it become necessary to lay off employees, the City will give notice to the EGPMA prior to implementing the layoff and, upon request, shall meet with the EGPMA in good faith regarding the impact of the layoff. Unless agreed otherwise, employees in each affected classification shall be laid off in the following order until the required number of positions has been eliminated:

- (1) Any temporary, seasonal, part-time, probationary, or provisional appointments;
- (2) Employees serving in a regular part-time position;
- (3) Probationary employees in reverse seniority order;
- (4) Permanent employees (employees who have completed probation in their current classification), in reverse seniority order.

B. Employees off work on approved leave (workers compensation, disability leave, etc.) who are identified for layoff shall be laid off in the same manner as if the employee was on active duty.

C. Should it become necessary to lay off permanent employees with the same seniority, the City Manager shall determine which individual to lay off based on efficiency and effectiveness.

D. Nothing in this section shall delay or limit the City's right to lay off employees.

3. Seniority Defined

For employees hired or promoted into a classification on or after July 1, 2011, seniority shall be defined as the cumulative time in rank (position) since the date of most recent appointment to the position.

For employees hired or promoted into a classification before July 1, 2011, seniority shall be defined according to the attached seniority list (Attachment B).

4. Notification

Employees to be laid off shall be given written notification by the City of such action. Whenever possible, such notification shall be given a minimum of thirty (30) calendar days prior to the effective date of the layoff. At its discretion, the City may also issue preliminary written layoff notices.

5. Employee Options

Employees laid off shall have any of the following choices:

- A. Any employee who is scheduled for lay off shall have the right to demote to a subordinate sworn rank ("classification") within the bargaining unit, thus displacing the person with the least seniority in that classification. If there are two or more subordinate sworn ranks, the employee shall be demoted to that classification that has the highest salary. Employees who exercise this option shall be placed on an eligibility list for reinstatement to the higher classification for two (2) years. Ranking on the reinstatement list shall be by the employee's seniority in the higher classification. All employees on the list, who are still employed by the City of Elk Grove, shall be reinstated to the higher classification before any new promotions can be made to that classification.
- B. If there is no vacancy in the classification, and the demoting employee has less seniority than all other employees in that classification, the above process shall continue until the demoting employee either reaches a classification in which there is a vacancy, or in which the employee is not the least senior employee in that classification, or the employee is laid off from employment.
- C. An employee who is least senior in a classification in which there is no vacancy and to which another employee demotes from a higher classification, shall be laid off from that classification and shall have the same right to demote as does any other employee who is laid off.
- D. An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.
- E. An employee who is demoted from a classification in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.
- F. If the employee held permanent status in any position within the City of Elk Grove, but was in a probationary status in the higher classification at the time of lay off, the probationary status shall resume upon reinstatement with full credit for previous time served in that classification.

6. Reemployment

The names of employees laid off in accordance with provisions of this section shall be placed on a reemployment list. Names shall be placed on a classification reemployment list in order of seniority. In the event that a person on layoff declines reemployment to a vacant position, the person shall be placed on a layoff list. The City of Elk Grove and the Police Managers Association (7/1/15 – 6/30/17)

position or cannot be contacted through telephone and certified mail within fifteen (15) working days, such person's name shall be removed from the reemployment list.

A reemployment list will remain in effect for two (2) years unless specifically extended, or sooner exhausted. Upon reinstatement an employee will be eligible for all benefits acquired by the employee prior to the layoff, including Annual Leave accrual rates and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement or seniority.

7. Appeals

Interpretations of the provisions of this section may be appealed through the grievance procedure of this Agreement. Such grievances must be filed within five (5) work days of written notification of the proposed layoff. For the purpose of appealing interpretations of this section, grievances shall be filed directly with the Human Resources Director. The filing of a grievance shall not prevent the City from implementing the layoff. The reasons or necessity for the layoff shall not be subject to the grievance procedure or appeal.

8. Alternatives to Layoff

The City agrees to notify EGPMA of its intent to lay off employees in the Police Department prior to sending final written layoff notices to impacted employees. The City and EGPMA agree to meet and confer on the impacts of layoff, as well as meet and discuss alternatives to layoff, including but not limited to, voluntary employee furloughs, mandatory employee furloughs, salary reductions, benefit reductions and other cost savings measures. The City agrees to notify EGPMA of the amount of any funding shortfall and the amount of the budgetary savings necessary to mitigate the need to lay off employees. EGPMA agrees to present any alternative to layoff proposed by the City to the EGPMA for consideration.

Nothing in this section shall delay or limit the City's right to lay off employees.

ARTICLE XIV – EMPLOYEE PERFORMANCE EVALUATION

1. Performance Evaluation

Regular employee performance evaluations shall be made as to the efficiency, competence, conduct and merit of City employees. The preparation and use of employee performance evaluations are for the mutual benefit of the City and the effective development of the employee to achieve desired job or career goals. Performance evaluations should be used to identify specific strengths and weaknesses in the employee's job related performance; to acknowledge the merit of above standard performance; and to prescribe the means and methods of upgrading deficiencies to a required or desired level of performance.

2. Authority to Prepare Performance Evaluations

Performance evaluations shall be made on a form prescribed by the City. The Police Chief shall prepare or delegate the preparation of performance evaluations to subordinate supervisors who are most familiar with the work of the employee to be evaluated. The Police Chief shall review and approve all performance evaluations of departmental personnel prior to review with the affected employee.

3. Frequency and Distribution of Performance Evaluations

- A. Employee performance evaluations shall be prepared for probationary employees at least every three (3) months during the probationary period.
- B. For regular full time employees, a performance evaluation shall be completed every year on the employee's anniversary date (original date of hire into the employee's current classification). In addition, a performance evaluation may be prepared at any time at the reasonable request of the employee or at the discretion of the employee's supervisor, when it is deemed to be necessary and appropriate.
- C. Performance evaluations shall be prepared with a copy to the employee and the employee's department file. The original shall be forwarded to the Human Resource Department for review and retention in the employee's official personnel file.

4. Review with the Employee

Each performance evaluation shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or are unacceptable. Employees shall also be encouraged to comment about their work performance, either in a written statement attached to the report or verbally. The employee shall sign the performance report to acknowledge awareness of its contents and discussion of the report with the evaluator. The employee's signature does not necessarily mean that the employee fully agrees with the contents of the report and may so state on the report before signing.

5. Salary Step Advancement

- A. Advancement from one salary step to the next through the salary range pursuant to this Agreement shall be contingent upon the employee receiving an average score of 3.0 or greater on the standard performance evaluation form.
- B. Consistent with this Agreement, an employee who does not receive an average score of 3.0 or greater on his/her performance evaluation shall not advance to the next higher step in the salary range.
- C. Such employee shall receive a second, interim performance evaluation not later than six (6) months after the employee's annual performance evaluation date. If the employee attains an average score of 3.0 or greater on the interim evaluation, the employee shall then advance to the next step in the salary range.
- D. If the employee receives an average score of less than 3.0 on the interim evaluation, the employee shall not advance to the next step in the salary range. Such employee shall again be eligible for advancement to a higher step when the employee's performance is again evaluated on his/her anniversary date.
- E. Any advancement to a higher salary step after a delayed successful performance evaluation shall not be retroactive.
- F. Failure to attain a score of 3.0 on a performance evaluation and failure to advance to a higher step in the salary range shall not be appealed beyond Step 3 of the Grievance Procedure

ARTICLE XV – MISCELLANEOUS

1. Voluntary Wellness Program

The City of Elk Grove shall provide a Voluntary Wellness Program. The purpose of the program is to encourage the proper physical conditioning and health of sworn personnel. The Police Department shall determine specific procedures and policies to implement this program. A key element shall include regular exercise programs.

2. Personnel Rules

The parties agree that personnel rules, policies and procedures governing matters not covered by this Memorandum of Understanding or rules, policies and procedures implementing this Memorandum of Understanding shall continue in full force and effect unless modified by the City. The City agrees to notify EGPMA in advance of any change to City personnel rules, policies and procedures, and to meet and confer over the impact of such changes prior to implementation.

Should any provision of this Memorandum of Understanding alter or conflict with any city rule, policy or procedure, this Memorandum of Understanding shall be controlling and supersede said City rule, policy or procedure, or parts thereof.

3. Meeting and Confering During Term of Memorandum of Understanding

During the term of this Memorandum of Understanding, representatives of the City and the EGPMA may meet and confer on matters of mutual concern. Agreements reached between the parties shall be memorialized in writing and be deemed a "Side letter Agreement" to this Memorandum of Understanding.

The City Manager is authorized to enter into a Side Letter Agreement on behalf of the City for purposes of the interpretation or administration of this Memorandum of Understanding. A Side Letter Agreement to this memorandum of Understanding shall not be deemed valid until signed by the City Manager or designee, approved as to form by the City Attorney, and signed by an authorized representative of the EGPMA. Side Letter Agreements agreed to during the term of this memorandum of Understanding may be incorporated into any successor Memorandum of Understanding.

4. Savings Clause

If any provision of this Memorandum of Understanding should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision shall be restrained by such tribunal, the remainder of this Memorandum of Understanding shall not be affected.

5. Total Agreement

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties have reached agreement. Therefore, except as provided herein, the City and the Association, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Memorandum of Understanding, as well as any subject or matter not referred to or covered in this Memorandum of Understanding.

ARTICLE XVI - TERM

1. Term of Memorandum of Understanding

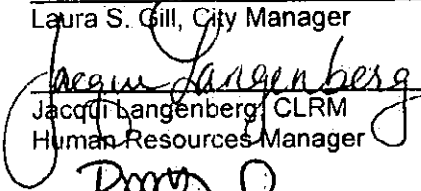
This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective as of July 1, 2015 and shall expire June 30, 2017.

2. Signature Clause


The terms and conditions of this Memorandum of Understanding are executed this _____ day of _____, 2015 by the employer-employee representatives whose signatures appear below.

CITY OF ELK GROVE

Laura S. Gill, City Manager



Jacqui Langenberg, CLRM
Human Resources Manager



Robert Lehner, Chief of Police



Kara Reddig, Deputy City Manager

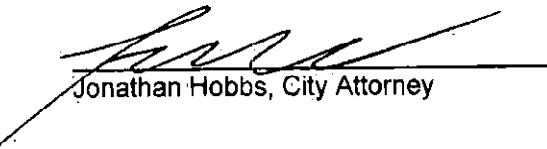


Brad Koehn
Director of Finance & Administrative Services



Jacqui Manzanaraes, Interim HR Analyst

Approved as to form:



Jonathan Hobbs, City Attorney

ELK GROVE POLICE MANAGERS' ASSOCIATION



Tim Albright, President



Scott French, Vice President

Jerry Camous, Labor Consultant

ATTEST:

Jason Lindgren, City Clerk

Date: _____

Attachment A
Health Retirement Account

OPTION 1

KITADE, WAYNE
NOBLETT, BRYAN
OLSEN, ARTHUR
PILCHER, MARTIN
YOUNG, JOSEPH

ATTACHMENT B
Employee Seniority List

<u>Classification/Employee</u>	<u>Seniority Date</u>	<u>Order of Seniority</u>
Police Captain		
Noblett, Bryan	07/19/2009	1
Kitade, Wayne	06/19/2011	2
Police Lieutenant		
Olsen, Art	08/22/2004	1
Pilcher, Martin	03/09/2007	2
Solomon, Paul	11/07/2010	3
Young, Joe	11/21/2010	4
Albright, Tim	06/19/2011	5
French, Scott	10/06/2013	6
White, Eric	12/15/2013	7

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2015-123

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)


I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on June 24, 2015 by the following vote:

AYES : **COUNCILMEMBERS:** *Davis, Hume, Detrick, Ly, Suen*

NOES: **COUNCILMEMBERS:** *None*

ABSTAIN : **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*



Jason Lindgren, City Clerk
City of Elk Grove, California