

**MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement")
BETWEEN CITY OF ORANGE COVE ("City") AND CITY OF ORANGE COVE
PEACE OFFICERS ASSOCIATION ("OCPOA" or "Association") BARGAINING UNIT**

WHEREAS, the City and OCPOA desire to continue promoting systematic and coordinated administration of employee relations between the City and its employees and of protecting the public interest by assuring the orderly and uninterrupted operations and services of City government, both parties agree to enter into this MOU.

In all matters of employee relations referenced in this document and other personnel matters, employees of the Peace Officers Association are exclusively represented by the OCPOA.

ARTICLE 1 – TERM AND REOPENER

- A. This Agreement shall define the terms of employment between the City and the OCPOA and shall be effective upon ratification by OCPOA members and adoption by the City Council and shall remain in effect July 1, 2019 up through June 30, 2022.
- B. At any time during the term of this Agreement, each party may reopen one Article relating only to an economic/cost to the City of this Agreement, meaning the City may select one economic Article and the Association may select one economic Article for reopener bargaining upon a showing to the other party that in the reopening party's opinion such reopener has become necessary. During these reopeners, all Articles of this MOU shall remain in full force and effect until either final agreement, unilateral implementation, or expiration of the entire MOU.

ARTICLE II – GOVERNING LAWS

- A. The legal relationship between the City, and the employees shall be governed by the following:
1. California Government Code section 3500 et seq. (Meyers-Milias -Brown Act).
 2. City Of Orange Cove Personnel Rules for the City Personnel System ("Personnel Rules").
 3. Provisions of the Fair Labor Standards Act.
- B. Employees shall be governed by all existing ordinances and resolutions of the City except as specifically modified by this Agreement. However, if the Personnel Rules conflict with this Agreement, this Agreement shall prevail,

ARTICLE III - CITY RIGHTS

Nothing here in this Agreement shall be construed to restrict any legal or inherent exclusive rights of the City with respect to matters of general legislative or managerial policy, which include, but are not limited to the following:

- A. The exclusive right to determination the mission of its constituents, departments, commissions and boards.
- B. Set standards of service or determine the procedures and standards of selection for employment.
- C. Direct its employees and the work of its employees.
- D. Terminate and discipline employees in a lawful manner at the discretion of the City Manager pursuant to the rules of the Personnel Rules.
- E. Relieve or layoff its employees from duty because of lack of work, inclement weather conditions, or for other reasons within the discretion of the City Council.
- F. Maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted.
- G. Take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.
- H. Hire, promote, demote, transfer, assign, and classify employees within the City and Police Departments established personnel guidelines and determine the content or classification and job titles.
- I. Take action as may be necessary to carry out the mission of the agency in emergencies.
- J. Determine the methods, means and personnel by which operations are to be carried on.
- K. Determine its budget, organization merits, and level of any activity or service provided to the public.
- L. The City reserves the right and authority to adopt rules and regulations not inconsistent with law which shall be applicable to any and all departments of the City in establishing and enforcing the employee relations program provided for herein.

ARTICLE IV - EMPLOYEE RIGHTS

- A. Right to Join, Form, Participate: As provided for by Government Code section 3500 et seq., employees shall have the right to form, join and participate in the activities of employee organizations of their choosing for the purpose of representation on all matters of employee relations, as well as the right to refuse to join or participate in the activities of employee organizations, and shall have the right to represent themselves individually in their employment relations with the City, as provided by law.
- B. Right of Representation: Any employee shall have the right to be represented in his or her employment relations with the City, as well as the right to appear on his or her own behalf in his or her employee relations with the City.

- C. Scope of Representation: The scope of representation shall include matters relating to employment conditions including, but not limited to, wages, hours, and other terms and conditions of employment, except that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by the City or any accommodation for an individual protected under the Americans with Disabilities Act, when such accommodations are in compliance with City's Disability Discrimination Policy and Complaint Procedure.
- D. Discrimination by City: The City agrees not to interfere with or discriminate in any way against any employee by reason of his or her membership in employee association activities. The City agrees not to intimidate any employee, not to attempt to restrain any employee, nor in any way to limit the full and free expression of any employee's right to participate in lawful activities.
- E. Discrimination by Employees: Employees shall not interfere with, intimidate or discriminate in any manner against any employee by reason of his or her choice not to belong or be a member of any Association or partake in the activities thereof
- F. The provisions of this Agreement shall be applied equally to all employees without favor or discrimination because of legally protected categories including but not limited to race, color, sex, age, national origin, or political or religious opinions or affiliations.
- G. At Will Employees Only: All employees shall be hired or terminated at the direction of the City Manager pursuant to the rules of the personnel system. Nothing in this Agreement shall be construed to infer that any City employee has any tenure or vested rights to employment with the City.
- H. Other Employees - Part-time, temporary, seasonal, provisional or special circumstance employees are excluded from this Agreement.

ARTICLE V – ASSOCIATION RECOGNITION

- A. Association Recognition: The City acknowledges OCPOA as the exclusive recognized employee organization representing City Of Orange Cove Peace Officers Association Bargaining Unit as defined in the Personnel Rules.
- B. Meet and Confer.
1. The City and the Association mutually agree to meet and confer in good faith promptly upon the request of one another, and mutually agree to continue to meet and confer in good faith for a reasonable time in order to exchange freely information, opinions and proposals and to endeavor to reach a successor Agreement on matters within the scope of representation at least one week prior to the last regular Council meeting at which the City's budget must be adopted for the ensuing fiscal year.
 2. Accommodations made on an individual basis in order to comply with the Americans with Disabilities Act shall not be subject to this meet and confer requirement.
- C. Association Representative and Officers: The City and the Association recognize and agree to deal with one another's accredited officers and representatives in matters relating to grievances and the interpretation of this MOU.

- D. Unit Description: OCPOA shall consist of the following classifications: Police Sergeant, Police Officer, Police Records Manager, **[Police Records Clerk and Administrative Assistant?]**. [HCM response: no]
- E. Payroll Deduction: The City shall allow payroll deductions on behalf of the OCPOA to be made in accordance with City guidelines.

VI – WORK PERIODS, OVERTIME, AND WORK SCHEDULE

- A. Work Period: For sworn members of the Police Department the work period shall be defined as 84 hours of work in a fourteen calendar day period, but subject to call at any time.
- B. Schedules: The City Manager or Police Chief may alter or arrange the schedule of employees' hours to fit the needs of the Police Department, allowing or requiring employees to work more or less hours than theretofore enumerated.
- C. Overtime: For sworn members of the Police Department overtime is defined as assigned and authorized hours actually worked in excess of 84 in a fourteen day work period. For purposes of calculating overtime, time during which an employee does not actually work shall not be considered. Employees who are required to work overtime shall be compensated at time and one half their base salaries (as defined by the Fair Labor Standards Act) as either compensatory time or paid time at the employee's discretion per the guidelines established under the Personnel Rules. The request for paid time must be made during the work period that the overtime is earned.
- D. Authorization: All overtime shall be reviewed by the Police Chief prior to any work. The City Manager may review overtime prior to disbursement.
- E. Compensatory Time - Compensatory time carried over from one fiscal year to the next shall not exceed 80 hours. Employees (including Sergeants) planning to use compensatory time will provide the City with five (5) working days' the written notice and said request will be approved if desired-staffing levels are able to be maintained. Employees with more than 80 hours compensatory time on the books at the time of this agreement may not earn additional compensatory time; all circumstances which previously would have resulted in additional compensatory time will be compensated as overtime pursuant to this agreement.
 - 1. Any Member who accrues the maximum of 80 hours of compensatory time, and who is unable to use the compensatory time because shift coverage is unavailable, or the OCPOA member is needed for work, may be allowed to cash out up to one half of his/her compensatory time, upon approval by the Police Chief.
- F. [HCM: I do not believe this is applicable as POA is only sworn personnel] Work Period Non Sworn Personnel. The regular work week is defined as 40 hours of work during a calendar week, but subject to call at anytime. Work periods are defined as 80 hours of work in a fourteen (14) calendar day period. For purposes of calculating overtime, time during which an employee does not actually work shall not be considered.

All overtime shall be reviewed by the Police Chief prior to any work. The City Manager may review overtime prior to disbursement.

G. Call-out and Standby Pay. Any employee placed on court standby in connection with their official duties on his or her day(s) off shall receive a minimum of two hours pay at a rate equivalent to one and one-half times the straight time hourly rate, and shall receive pay for the actual amount of time spent in court at a rate equivalent to one and one-half times the straight time hourly rate, whichever is greater. Officers on court standby, if issued a pager, will be required to carry such while on standby. When contacted, the officer will respond to court within the time frame specified by Department policy. The Chief of Police may develop other reasonable procedures.

H. Any employee who is recalled to work one (1) hour after the conclusion of, or prior to, his or her normal shift is entitled to compensation at one and one-half times his or her normal hourly rate, at a minimum of two hours or actual time worked, whichever is greater. This minimum applies only to call back.

I. For Sworn Members of the Police Department, the work period shall be defined as 84 hours of work in a fourteen calendar day period, but subject to call at any time.

VII – EMPLOYEE BENEFITS

A. Uniform Allowance and/or Uniform Provision: Regular full-time, sworn employees of the Police Department shall receive a uniform allowance of \$900 per year.

B. Mileage. Prior to using his/her privately owned automobile, employees must attempt to and use a City vehicle if available. In the event an employee shall occasionally use his or her privately owned automobile for City business during the course of their employment, and meet the minimum requirements established in the City, said employee shall be compensated at the rate established by City per IRS standards cents per mile; provided that no City employee shall use his or her privately owned automobile for City business during the course of their employment without prior approval of the Chief of Police or City Manager. The employee must demonstrate proof of auto liability insurance prior to such approval.

C. Education Reimbursement. Any employee desiring special training within his City vocation may be reimbursed for partial tuition expense thereof, provided that said employee shall receive the prior recommendation of the Police Chief and approval of the City Manager and shall complete the training course with a minimum grade of "C" or its equivalent. Any veteran's allowance or other education benefit payable to said employee with respect thereto shall be deducted from this reimbursement. In the event any employee receiving such reimbursement resigns his/her position, all reimbursement for tuition expenses paid to said employee within the past 12 months shall be returned to the City.

D. Holidays. See Personnel Rules Section 10.02. In addition, the parties agree to continue meeting and conferring within 60 days following ratification and adoption of this Agreement to consider possible alternatives to recognized holiday time off.

E. Vacation. See Personnel Rules Section 10.01.

1. In lieu of the maximum vacation accrual provisions set forth in Section 10.01B of the City's Personnel Rules, in the event an OCPOA member accrues the maximum amounts of the his/her anniversary date, and the OCPOA member is unable to take vacation time because shift coverage is unavailable, or the OCPOA member is needed for work, the OCPOA

member may be allowed to cash out to one half of his/her accrued vacation, upon approval by the Police Chief.

F. Sick Leave. See Personnel Rules 10.03.

G. Health and Welfare: The City Council shall determine the group health and life insurance provider. The City will continue its medical, dental and vision plans in effect. Employees covered by the medical program, including spouse and/or dependents, will pay the costs outlined in the proposed HMO plan, including co-pay of Thirty Dollars (\$30.00). The PPO plan will remain the same. After the contract is in place, the City and OCPOA will look at alternative plans and ways to effectively provide health and welfare benefits to the employees.

1. Effective July 1, 2015, with proof of other insurance, the City shall contribute three hundred dollars (\$300) per month for each employee not enrolled in the City's Health and Welfare Plan. The City contribution shall not exceed the health premium the employee is paying with a maximum of three hundred dollars (\$300).

Eligible employees (i.e. with proof of other insurance) may continue this benefit as long as the employee continues to be employed with the City and does not discontinue enrollment in the benefits.

All employee receiving the opt out benefit of up to three hundred dollars (\$300) will be required to submit proof of other insurance to the City on an annual basis and must notify the City if that insurance is discontinued for any reason. Proof of insurance will be shown by a group health insurance employee benefits card.

Employee wishing to re-enroll in the City Plan may do so during the City's open enrollment of if there is a change in the spousal Plan (i.e. plan is discontinued or spouse is terminated)

H. Group Life Insurance Benefits. The City will provide each fulltime employee with Fifty Thousand Dollars (\$50,000.00) of term insurance with accidental death and dismemberment coverage at no cost to the employee. Employees may also, through this plan, purchase additional coverage at the group rate.

City will continue the existing Long-Term Disability program, for sworn employees. [HCM: need subheading for this?]

I. Bereavement Leave. See Personnel Rules section 10.04.

J. Retirement. The City shall maintain in effect for all current sworn bargaining unit members the Public Employees' Retirement System (PERS) 2% at 50 Plan. As soon as allowed by PERS, employees shall pay 5% towards the employee contribution of the PERS cost formula. Final compensations for PERS retirement purposes will be calculated and based on a 3-year average of employees' salaries.

1. The Members of OCPOA agree pay the employee full portion starting January 2016 in regards to contributions to CALPERS.

ARTICLE VIII – SALARIES

Salary ranges for bargaining unit employees will be listed in a salary schedule to be attached as Appendix A and incorporated herein after the City completes the same and discusses its accuracy with the Association. Effective at the ratification of this Agreement and approval by the City Council, there will be no salary increases and all salaries shall remain the current status.

Employees assigned canine responsibilities shall receive seven hours of release time each 14-day work period which is compensation for the employees' off-duty canine duties.

The City agrees to meet with OCPOA no later than May 1, 2016 to review and implement a salary increase of not less than 2.5% and not more than 3.5%. The POA acknowledges that salary increases will be subject to the City's Budget. If the City agrees to the minimum of 2.5% the OCPOA agrees to freeze the step increases for fiscal year 2016/2017.

The City agrees to meet with OCPOA not later than May, 2017 to review and implement a COLA of not less than 1.5% and not more than 3.5%. OCPOA acknowledges that COLA increases will be subject to the City Budget. If City agrees to implement the minimum COLA increase, OCPOA agrees to freeze the salary step increase for fiscal year 2017-2018

The OCPOA proposes the pay scale (attachment A) with one step increase retroactive to July 1, 2015 and freeze the steps for fiscal year 2016-2017 and 2017-2018 if the City agrees to the minimum COLA increases.

Adoption of the Salary Schedule attached hereto as exhibit A, and incorporated herein by reference.

1. City agrees to implement a 2% COLA pay increase effective July 1, 2019.
2. City agrees to meet with OCPOA no later than May, 2020 to review and implement a salary increase of not less than three percent (3%) and not more than 5% . The POA acknowledges that salary increases will be subject to the City's Budget.
3. City agrees to implement a 5% pay increase to Officers when assigned to a FTO (Field Training Officer) duties effective July 1, 2019.

ARTICLE IX – RANDOM DRUG TESTING

All sworn personnel including reserves are subject to random drug test. The specific standards and policy will be prepared by the City and discussed with OCPOA within 60 days of ratification and approval of this Agreement and will be effective immediately thereafter.

ARTICLE X – PHYSICAL FITNESS TESTING

All sworn personnel are required to complete physical fitness tests at the direction of the Chief of Police.

ARTICLE XI – GENERAL PROVISIONS

- A. Nothing in this Agreement shall abrogate any portion of any existing Agreement hiring or appointing or establishing conditions of employment for the employees of the City Of Orange Cove. However, when in conflict, this Agreement supersedes the City's Personnel Rules.
- B. Nothing in this Agreement shall be construed to deny any person or employee the rights granted by Federal and State law and/or City ordinances. The provisions of this Agreement shall be subject to all current and future applicable Federal and State laws and existing City ordinances, rules and regulations.
- C. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Agreement.

ARTICLE XII – SEPARABILITY

If any provision of this Agreement, or the application of such provisions to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE XIII – PRIOR ACTIONS SUPERSEDED


This Agreement is intended as an MOU setting forth the full and entire agreement of the City and its employees regarding the matters covered hereby. All other prior enactments and agreements relating to the subject matter hereof are superseded and terminated in their entirety.

ARTICLE XIV – MODIFICATION

During the life of this MOU, should either party desire to modify its terms, such party shall request in writing to meet and confer on the item, which shall be specified in writing. Meeting and conferring shall not be required on any matter preempted or specifically provided for by state or federal law, including, without limitation, the Americans with Disabilities Act. No changes in this Agreement shall be made without the mutual consent of both the Association and the City, and any such changes shall be in writing and signed by both parties.

IN WITNESS WHERE OF, the parties hereto set their hands this 1st day
of November, 2019.

FOR THE ORANGE COVE PEACE
OFFICERS ASSOCIATION
BARGAINING UNIT


JOSE PUGA, PRESIDENT
OCPOA

FOR THE CITY:


RUDY HERNANDEZ, INTERIM CITY MANAGER