

Memorandum of Understanding
By and Between
The City of Exeter
and the
Exeter Police Officers Association
(EPOA)



2021-2024 Final

Final Revision June 22, 2021

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Recognition	2
2	City Authority	2
3	Employee Rights	2
4	Waiver of Concerted Activity	2
5	Purpose and Application	3
6	Non-Discrimination	3
7	Maintenance of Benefits	3
8	Term of Agreement	4
9	Wages, Standard Work Week, Pay Period, and Pay Day	4
10	Overtime and Compensatory Time Provisions	5
11	Special Compensation	6
12	Payroll Deduction for Union Dues	7
13	Retirement Benefit	7
14	Health Benefits	8
15	Sick Leave and Personal Leave	9
16	Vacation Leave, Accrual Schedule, and Cap	11
17	Vacation Redemption	12
18	Workers Compensation	12
19	Disability Coverage	13
20	Other Leaves of Absence	14
21	Holidays	15
22	Compensation for Work on Paid Holiday	16
23	Uniforms/Uniform Allowance	16
24	Educational/Training Incentive and Educational Reimbursement	16
25	Bi-Lingual Pay	17
26	Financial Hardship	18
27	Steward Time for Union Business	18
28	Grievance Procedure	18
29	Discipline Investigation Processes	18
30	Random Drug Testing	18
31	Re-Openers and Renegotiation	19
32	Severability	19
33	Enactment	19

Memorandum of Understanding

City of Exeter – Exeter Police Officers Association

2021-2024

Article 1 – Recognition

The City of Exeter (hereinafter referred to as “City”) recognizes the Exeter Police Officers Association (also known as “EPOA” and hereinafter referred to as “Union”) as the exclusive representative for all of the City of Exeter employees holding the classification titles of Police Officer or Police Sergeant.

Article 2 – City Authority

The City shall retain all legal exclusive City rights with respect to matters of general legislative or managerial policy, which includes: the right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct employees; take disciplinary action; relieve its employees from duty because of lack of work or funds or other legitimate reasons; maintain the efficiency of city operations; determine the methods, means, and personnel by which City operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise full and complete control and discretion over its organization and the technology of work performed.

In the event the City faces an emergency which requires some modification of a term or condition of employment, the City agrees to meet and confer with the Union as soon as possible, and implement changes upon mutual agreement.

Article 3 – Employee Rights

Employees shall enjoy all employment rights provided by State and Federal statutes and applicable law. Further, the City shall have as a primary goal the protection and furtherance of these rights. Employees covered by this agreement may expect no deliberate violations of their employment rights, and timely corrective responses to legitimate grievances.

Article 4 – Waiver of Concerted Activity

The Union and its members, officers, and other representatives agree that they will not cause or condone any strike, slow down, or “sick-out” during the term of this agreement.

Article 5 – Purpose and Application

This Memorandum of Understanding is entered into pursuant to the Myers-Milias-Brown Act, California Government Code Sections 3500 through 3510. It is intended to promote and provide harmonious relations, cooperation, and understanding between the City and employees covered herein, to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under the Memorandum, and to set forth the understanding of the parties reached as a result of good-faith bargaining.

Where this Memorandum of Understanding contains an article pertaining to a specific topic also contained in the City of Exeter Employee Rules & Regulations, the Article in this document shall apply and shall in effect replace the section of the Rules & Regulations.

Where provisions of this Memorandum of Understanding conflict or contradict provisions in the City of Exeter Employee Rules & Regulations, this document shall have precedent over the Rules & Regulations for those employees herein represented.

Where this Memorandum of Understanding is silent as to matters already addressed in the City of Exeter Employee Rules & Regulations, that document shall be the guiding source and authority.

Article 6 – Non-Discrimination

The parties agree to protect the rights of all employees to join and participate in the activities of EPOA or to have EPOA represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age, national origin, or political or religious affiliations.

Article 7 – Maintenance of Benefits

The provisions of all existing ordinances, resolutions, and policies of the City pertaining to the employment relationship, and which are within the scope of bargaining, shall remain in full force and effect, except as modified by this agreement, or as modified during the term of the agreement through the process of “meet and confer” where mutual agreement is reached.

The City and the Union have agreed to meet and confer as soon as practical, to discuss potential changes to the City of Exeter Employee Rules & Regulations – specifically to include potential modifications to the areas of definition of employment categories/classifications, sick leave benefit

changes mandated by state law changes, sick leave donation program provisions, performance evaluation timing, step increase eligibility language, use of GPS technology, and drug testing.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding unless made and executed in writing by all parties hereto and, if required, approved and implemented by the City Council.

Article 8 – Term of Agreement

This agreement shall run from July 1, 2021 through June 30, 2024.

Article 9 – Wages, Standard Work Week, Pay Period, and Pay Day

Effective the first full pay period of July 2021, the City of Exeter shall adjust the salary schedule for the positions of Police Officer and Police Sergeant as follows:

The City shall grant a 2.5% salary increase. The salary schedule for Police Officer and Police Sergeant is set in a matrix with 5% intervals between steps. Step “A” Police Officer salary shall be increased 2.5% and all higher steps and classifications will be automatically calculated to maintain 5% intervals.

Effective the first full pay period of July 2022, the City of Exeter shall again adjust the salary schedule for the positions of Police Officer and Police Sergeant as follows:

The City shall grant an additional 2.0% salary increase. Step “A” Police Officer salary shall be increased 2.0% and all higher steps and classifications will be automatically calculated to maintain 5% intervals.

Effective the first full pay period of July 2023, the City of Exeter shall again adjust the salary schedule for the positions of Police Officer and Police Sergeant as follows:

The City shall grant an additional 2.0% salary increase. Step “A” Police Officer salary shall be increased 2.0% and all higher steps and classifications will be automatically calculated to maintain 5% intervals.

Except as otherwise noted within this MOU, no other compensation changes shall be made during the term of this agreement.

The standard definition of FLSA work week for City of Exeter employees shall remain:

Employees shall work forty (40) hours in a standard work week which shall begin at 12:00 a.m. on Monday and run through 11:59 p.m. on the following Sunday.

At the time of this agreement, the standard shift for Police Officers and Police Sergeants assigned to Patrol is a 3/12 schedule totaling 80 hours during each two-week pay period (generally staggered at 36 hours one week and 44 hours the other.) The standard schedule is established at the direction of the Chief of Police.

Pay periods are currently two weeks in length, beginning on Monday and running through the second Sunday following.

Employees are paid for the prior pay period on the first Friday following the pay period.

Article 10 – Overtime and Compensatory Time Provisions

It is the policy of the City of Exeter that overtime worked be kept to the minimum consistent with the protection of life, property, and the efficient operation of the department and activities of the City.

Overtime is defined as hours actually worked in excess of those regularly scheduled for the given day - hours actually worked in excess of the number of hours in a standard shift. For the purpose of calculating overtime, any vacation hours used (taken) or compensatory time hours used (taken) by an employee shall be considered the same as if the hours had been actually worked. Sick leave hours used (taken) are not considered hours worked for the purpose of calculating overtime. Overtime shall also be granted to unit members providing in-service training.

Except in declared emergencies, Police Officers shall not be scheduled to work more than 5 days in a row – with the time period immediately surrounding shift change being an exception, with overtime applied as defined above.

Except as otherwise provided, work performed within the definition of overtime shall be compensated at a rate of 1.5 times the regular rate of pay, or as compensatory time banked at a rate of 1.5 times the hours worked. For Police Officers and Sergeants, the actual overtime calculation is a “weighted overtime” rate that takes into consideration certain special pays. Thus, the actual dollar calculation may be somewhat greater than 1.5 times base rate. Overtime shall be recorded on City timecards (automated or manual) to the nearest minute (within the technical constraints of the system.)

As a standard, overtime shall be paid to the employee as payroll.

At the request of the employee, and only upon approval of the Department Head, overtime may be compensated in compensatory time as noted above. Compensatory time is a discretionary approval, not a right. Compensatory time may be accrued to a cap of one hundred fifty (150) hours, provided that all compensatory time must be exhausted prior to retirement or resignation, or, at the City’s discretion, all or a portion of the compensatory time balance may be paid out in a lump sum at the time of separation.

Article 11 – Special Compensation

- Special Assignment Compensation/Scheduling

City agrees that those officers serving as Detectives, Motors, and Administrative Sergeant (currently serving on a standard weekday shift with evenings and weekends off) serve on this weekday schedule, working on all weekday holidays that fall within their normal workweek unless approved to take vacation time on that holiday. Such employees receive holiday pay distributed at two points during the year in the same manner as to patrol officers. Officers working the holiday would still be paid four (4) hours of additional pay for holidays worked.

Officers continue to receive stand-by pay to compensate for maintaining availability outside of normal work hours, as well as any additional assignment stipend that may be in place. Officers also continue to be paid in the usual manner for hours worked as call-back.

The above is an alternative to the practice wherein Police Officers serving in these assignments work weekdays with holidays off, but do not receive holiday pay. The City agrees that Officers assigned to the aforementioned positions shall choose one approach or the other.

- Detective Pay

Those officers serving as Detectives shall receive incentive pay of \$200.00 per month or 3% of base salary, whichever is greater, paid bi-weekly in recognition that detectives are placed in an on-call rotation.

- Court Standby Compensation and Callback

All Officers and Sergeants will receive an annual stipend of \$350.00 to be paid the first pay day in December of each year for court "standby" status. This stipend is in addition to the current policy which requires a minimum of two (2) hours pay at the overtime rate of pay for a court appearance or other callback or duties assigned outside of assigned shift.

- Field Training Officer Pay

Officers serving in a designated Field Training Officer role shall be compensated \$50.00 per month beyond regular salary. FTO Pay will be paid in a \$50.00 lump sum one time during each month on an established paycheck. There shall be no more than four (4) individuals designated as Field Training Officers at any given time, and these designations shall be at the discretion of the Chief of Police. FTO's who are actually training a new officer shall also receive \$10.00 per day, for each day they are actively training, to compensate for meals or other expenses resulting from their constrained activities. The FTO shall document the initials of the officer being actively trained each day in the FTO column on the timesheets. The information must be completely and accurately recorded on each timesheet at the time of submittal for reimbursement to occur with each pay period.

K-9 Handler Compensation

In recognition of the additional time that may be required to maintain the department K-9 outside of the scheduled work shift, each K-9 handler shall receive incentive pay of 3% of base salary, paid bi-weekly.

- Officer In Charge (OIC) Pay

Sworn Officers may be called upon from time to time, to serve in the designated role of Officer In Charge (OIC). The role of the OIC is to perform the basic supervisory functions of a particular assignment.

Officers serving in the designated role of OIC for four (4) or more consecutive days shall become eligible to receive compensation at an additional five percent (5%) above their base rate of pay for the first full pay period after being placed in the OIC assignment and shall continue to be compensated for the remaining duration of the assignment through the end of the pay period when the assignment ends. OIC pay shall apply to any overtime worked in the assignment of OIC. Upon completion of the assignment, Officers will return to their previous pay rate.

Individuals serving in this assignment shall do so at the sole discretion of the Chief of Police and approval by the City Administrator. OIC assignments are intended to be temporary in nature and will be made based solely on the needs of the Department and may be revoked at any time based on these needs, and at the sole discretion of the Chief of Police.

Article 12 - Payroll Deductions for Union Dues

It is understood and agreed that the Union has the right to payroll deduction of dues, service fees, insurance premiums, and other fees agreed upon by the employee and Union, upon written authorization by the affected City employee. Such deductions shall be made bi-weekly to coincide with the City's payroll cycle and shall be forwarded to the Union.

Article 13 – Retirement Benefit

The City of Exeter participates in the CalPERS retirement program. Members represented by this MOU participate in the CalPERS local government safety employee "3% at Age 55" plan if they meet the criteria of "classic" CalPERS members, as defined by the Public Employee Pension Reform Act (PEPRA) and related changes established by CalPERS in response to this legislation.

The current contract for “classic” members provides for a final compensation period of 36 months, sick leave credit, industrial disability, Optional Settlement 2W, and 1959 Survivor Benefit Level 3, among other elements.

Employees are responsible for payment of the full employee contribution and 3.0% of their salaries toward the EMPLOYER contribution to the plan.

“New” CalPERS members represented by this MOU receive an alternative benefit plan as mandated by CalPERS (2.7% at Age 57) with employee contributions also mandated at half of the normal cost rate rounded to the nearest quarter of one percent.

All employees are responsible for understanding their specific CalPERS benefit, and should consult the City’s Personnel Officer for any clarifications. (The effects of PEPRA are essentially that plan premiums are less costly because “new” CalPERS members receive a diminished retirement benefit plan as compared to “classic” members.)

Except as modified by this agreement, retirement benefits shall remain in place as previously established, with no other changes during the term of this agreement in regard to employee contribution amounts or percentages.

Employees contemplating retirement are strongly urged to contact CalPERS directly to estimate retirement benefits and plan accordingly.

Article 14 – Health Benefits

The City began providing a dental/vision insurance coverage through Principal (dental) and VSP (vision) on July 1, 2019 per the plan presented to EPOA. This dental/vision benefit program will be reviewed by the City in the last quarter of each fiscal year to determine how it compares to other options. Current employees opting out of the health insurance plan will be “grandfathered in” and will continue to be eligible to receive the new dental/vision insurance coverage. Future employees, hired on or after July 1, 2019, will only qualify for this dental/vision insurance coverage if they also participate in the health insurance coverage.

In the course of negotiations, the City noted that the concept of a “cap” on City contributions to future medical benefit programs may be introduced. That discussion will occur at such time as plan changes are contemplated.

See Article 31 for reopener to meet and confer with respect to the City’s and employee’s contribution towards health insurance premium increases.

Article 15 – Sick Leave & Personal Leave

The City of Exeter Employee Rules & Regulations should be referred to for a general statement of policy regarding sick leave, as well as for information on eligibility.

All regular employees, upon completion of one (1) month of continuous service, shall be eligible to utilize sick leave with pay.

Sick leave is currently accumulated at a rate of 8.00 hours per month (approximately 3.692 hours per bi-weekly pay period.)

Sick leave may be taken (deducted from the accrued sick leave bank) in increments of one-quarter hour (¼ hour, ½ hour, full hour) matching the time spent away from work due to illness or injury.

Sick leave accrual, as of the effective date of this agreement, will not be capped/limited for Employees in this bargaining unit.

If an employee becomes ill or injured during his/her approved vacation leave, those hours which he/she was ill or injured may, if requested by the employee and approved by the supervisor, be charged as sick leave provided that sufficient sick leave is available and the request is made and approved during the pay period in which the illness or injury was in effect.

Sick leave may be used as needed and approved to the point of full depletion, at which time the employee will no longer receive pay for time off work due to illness or injury (see also other sections that may apply such as those regarding disability.) If sick leave has been fully depleted and an illness or injury persists, vacation time may be requested by the employee. The City is under no obligation to grant the use of vacation time for an illness or injury, but may do so on a discretionary basis.

Upon full depletion of accumulated sick leave, compensatory time, and vacation time, in regard to an illness or injury, an employee may – upon the recommendation of the employee's Department Head – be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is granted such unpaid leave, and at the end of this period is unable to return to work, he/she must request an extension of unpaid medical leave which will be subject to the approval of the City Administrator. Unpaid medical leave of absence is a discretionary leave, subject to the approval of the City based upon individual circumstances. If extended unpaid medical leave is granted, the employee must notify the City of his/her intent and ability to return to work each thirty (30) days. If a request for unpaid medical leave is denied, and all sick leave, compensatory time, and vacation time have been fully depleted, the employee's service with the City shall be considered terminated.

The City reserves the right to require an employee to provide a medical professional certification of illness or physical incapacity when that employee has been absent from work for three (3) consecutive days in a work week. Such certification must be presented or transmitted to the City prior to the fourth day of absence in the work week.

In the event the affected employee did not see a medical practitioner, he/she may be required to sign a written affidavit confirming the dates and reasons for absence, and be put on notice that any future

such absences (3 or more days or 24 hours) will require a written certification from a medical practitioner.

For the purposes of this section, a physician/medical practitioner includes a chiropractor licensed by the State of California.

If a physician's certificate is provided to the City, it must be a written document, delivered or sent electronically (email, fax, etc.) to the City Personnel Officer.

Upon separation from City employment, the employee will be paid as indicated for unused sick time hours remaining in his/her accumulated sick leave bank at the employee's current base rate of pay:

<u>Years of Service</u>	<u>Percentage of Balance to be Paid</u>
0 to less than 5	Not eligible
5 to less than 10	15%
10 to less than 15	20%
15 to less than 20	25%
20 and over	30%

A retiring employee should consider at the time of retirement the opportunity to convert all, or a portion, of unused sick leave into service credit as part of the City's contract with CalPERS.

Should an employee covered by this agreement be killed in the line of duty, the City shall pay to the employee's spouse or beneficiary 50% of the employee's accumulated sick leave at their regular rate of pay at the time of passing.

- Other Uses of Sick Leave:

Employees are allowed four (4) personal leave days per year to be taken from their sick leave bank and utilized at their discretion, upon approval by their supervisor. Personal leave does not accrue in a separate bank, it is more aptly described as an allowed use of accumulated sick leave. Because it does not accrue separately, it should be thought of as a 4-day-per-year allowable use of sick leave for personal reasons other than illness or injury, which may be substituted for other previously scheduled leave prior to submittal of timesheets.

Leave of absence for maternity leave will be covered under the previous sections of this article. Maternity leave shall be considered a valid medical reason and appropriate use of accumulated sick leave. An expectant employee may work until she has a written request from her physician at which time she may utilize accumulated sick leave for absence from work. The employee may continue on sick leave until the doctor gives written permission to return to work or until leave benefits are exhausted as provided above.

- Sick Leave Redemption

If an employee uses only between zero (0) and thirty-six (36) hours of sick leave in a calendar year, the employee may, at the start of the new calendar year, request to redeem up to sixty (60) hours of accrued sick leave in pay, at the rate of 30% of their regular rate of pay, provided that the employee's remaining sick leave balance, at the conclusion of the transaction, does not drop below the greater of one hundred sixty (160) hours or the elimination period for the disability insurance acquired by the EPOA.

- Use of Sick Leave for Personal Leave

The City's rules and regulations allows employees to use certain amounts of sick leave for personal days. An employee shall notify his/her supervisor if and when they wish to use sick leave for personal leave prior to its use.

Article 16 – Vacation Leave, Accrual Schedule, and Cap

The purpose of annual vacation leave is to allow an employee time to both mentally and physically refresh himself/herself in order that he/she be better able to carry out the duties of his/her position. To achieve this goal, it is the intention of the City to have an employee schedule a vacation for a period of at least one week.

All regular full-time employees, upon the completion of one year of continuous service, shall be eligible to utilize vacation leave. At the discretion of the Department Head and with approval of the City Administrator, an employee may utilize vacation leave prior to one year of service.

All regular part-time personnel will receive a pro rata share of vacation based on their average monthly hours worked. (Temporary and temporary part-time personnel shall not be eligible for annual vacation leave.)

Vacation leave shall be accrued and credited at regular intervals by all regular employees who are on a pay status.

Employees covered by this agreement shall accrue vacation days according to the following schedule:

<u>Completed Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>	<u>Bi-Weekly</u>
0 to less than 3	17 days	11 1/3 hours	5.23 hours
3 to less than 5	18 days	12 hours	5.54 hours
5 to less than 7	19 days	12 2/3 hours	5.85 hours
7 to less than 9	20 days	13 1/3 hours	6.15 hours
9 to less than 11	21 days	14 hours	6.46 hours
11 to less than 13	22 days	14 2/3 hours	6.77 hours
13 and above	23 days	15 1/3 hours	7.08 hours

The maximum number of vacation hours that a covered employee may accrue shall be 360 hours.

When reviewing and approving vacation requests, seniority will be considered first, all else being equal.

The City shall discourage any employee from working for another employer during his/her annual vacation.

Payment for accrued vacation upon termination shall be at the employee's current regular rate of pay.

Article 17 – Vacation Redemption

Once each calendar year an employee who will reach their maximum accrual in a pay period may redeem up to eighty (80) hours of vacation in pay (at the employee's current rate of pay) in that pay period so long as that employee has taken at least a forty (40) hour vacation leave during the previous eight (8) months.

Article 18 – Workers Compensation

An employee of the Police Department who is entitled to the benefits of Labor Code Section 4850, who is absent from work by reason of injury or illness covered by Workers' Compensation, shall be allowed up to one (1) year of absence, as required by his/her condition. The City provides and will continue to provide accidental insurance to supplement income in addition to Workers' Compensation.

An employee of the Police Department who is absent from work by reason of an injury or illness covered by Workers' Compensation will continue to accrue sick leave and vacation benefits and consideration for normal salary increases as though he/she were not on leave of absence; but shall not receive holiday pay beyond regular pay for the time they are absent from regular full duty (holiday pay shall be pro-rated accordingly.)

Whenever such disability on an employee continues for a period beyond one (1) year, the leave of absence may continue until the expiration of his/her accrued sick leave, vacation, and previously accrued compensatory time off for overtime, and paid days in lieu of holidays, calculated to the nearest one-half day, with compensation at the employee's regular rate of pay.

When it appears that the employee cannot return to work by the expiration of such allowance, disability retirement shall be requested by the City to become effective at the expiration of these allowances, unless the employee applied for, or consents to, his/her retirement as on an earlier date, at which time he/she may be compensated for his/her accrued benefits at his/her regular rate of pay.

No employee of the Police Department shall be paid any disability indemnity under Workers' Compensation concurrently with wages or salary payments made by the City amounting to more than his/her regular pay at any time during his/her leave of absence.

No employee of the Police Department shall receive wage or salary payments from the City after a period of five (5) years from the date of injury, for any one injury.

Article 19 - Disability Coverage

The EPOA has elected to provide its own short and long-term disability insurance and make it available to all City of Exeter sworn personnel who qualify for the coverage under city policy at the same rate. The EPOA agrees to provide the City a copy of the insurance policy once it is obtained and send an update within 10 days of the renewal date of the policy or give notice that the policy has not changed upon renewal.

Typical Timeline: An employee sustains a personal injury or suffers from a personal illness;

- The employee consults with their physician, and their physician determines that the illness/injury is sufficiently serious as to cause them to be away from work for an extended period of time;
- The employee provides the City Personnel Officer with written documentation from the employee's physician describing the nature of the situation, the estimated time that the employee will need to be off work, and if applicable, the estimated date at which the employee may be able to return to work under a full or light duty work situation, including all specific work restrictions, if any;
- The employee utilizes accrued leave for the first thirty (30) days (during which time they continue to accrue sick leave/vacation, receive credit for holidays, pay into CalPERS retirement, etc.) providing that the employee has leave available to cover this term.
- Employees must notify the City when they go on short term disability. The employee will be allowed to utilize their accrued leave to supplement disability pay up to their base salary.
- After the initial 30-day period, the employee no longer accrues sick leave or vacation and is not paid for holidays. Also, their CalPERS contribution is put on hold except for any sick/vacation leave used to bridge the income gap with CalPERS contributions pro-rated to the leave used. The employee is responsible for continuing to make their employee contribution toward health benefits and any usual union dues. As stated in Article 20, continuation of health benefit coverage during any leave of absence must be specifically negotiated based upon the individual circumstances.
- The City continues to pay Life Insurance premiums.

Miscellaneous Notes:

- Short-term disability benefits are made available to City of Exeter employees on a voluntary basis through one or more outside providers, with varying benefits and costs depending upon what is chosen by the employee. This coverage is optional and voluntary, and all costs are borne by the employee. Each plan must be evaluated individually by the employee.
- Sick leave donation may be available to an employee to bridge a gap in disability coverage, but that coverage should not be assumed by the employee.
- The employee should work closely with the City of Exeter Personnel Officer regarding continuation of health benefits during the various phases of disability, as circumstances may vary.

Article 20 – Other Leaves of Absence

- Leave of Absence Without Pay

Leave of absence without pay may be granted in cases of emergency or where such absence would not be contrary to the best interests of the City. Such leave is not a right but a discretionary action by the City. Employees on authorized leave of absence without pay may not exceed such leave without expressed approval of the City Administrator. Employees on leave of absence without pay may not utilize other leave types within the approved leave period. Continuation of health benefit coverage during any leave of absence must be specifically negotiated based upon the individual circumstances.

Leave of absence without pay for one (1) week or less may be granted by the Department Head, based on the merit of the individual circumstances. Approval of such requests shall be reported immediately to the Personnel Officer.

Leave of absence without pay in excess of one (1) week may be granted by the City Administrator on the merit of the individual circumstances, but in no case shall such leave be granted in excess of twelve (12) months in duration.

- Absence Without Leave

Absence from work without approved leave shall be considered to be without pay. Absence without leave for more than three (3) consecutive days shall be grounds for termination of employment.

- Jury Duty / Court Appearance

Regular full-time employees subpoenaed for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowance within thirty (30) days from the termination of his/her jury service. Employees who are in jury service but who are not required to report to court for the totality of their scheduled City work day may be required to report to their City duties (this will be at the discretion of the supervisor/department head based on the reasonableness of the circumstances given time of day, travel time, etc.)

Regular full-time employees who are subpoenaed to appear as witnesses in the course of their official duties may be granted a leave of absence with pay from their assigned duties until released by the court. The employee shall remit all fees received for such appearances to the City within thirty (30) days from the termination of his/her services. Compensation for mileage or subsistence allowance shall not be considered a fee and may be retained by the employee.

Subpoenas for appearance in court on a civil matter unrelated to the employee's City duties, or on a criminal matter unrelated to the employee's City employment, will be accommodated, but appropriate compensatory time or vacation time must be taken during all absence from work.

- Leave for Attendance at Industrial Accident Commission Hearing or Related Physical Examination

Employees who have been injured in the course and scope of their employment with the City and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the City's Workers Compensation insurer or the Industrial Accident Commission or to attend hearings related thereto, may be granted leave with pay for such absences by the City Administrator, when he/she determines such absences are appropriate and in the best interests of the City, and if the employee is in pay status at the time of the scheduled examination or hearing.

- Bereavement Leave

Each employee shall be allowed up to three (3) days paid time off in the case of a death of a member of the employee's or employee's spouse's immediate family (father, mother, brother, sister, son, daughter, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, grandchild, or grandparent, brother-in-law, sister-in-law.) Additional consecutive time may be requested and, if approved, will be deducted from the employee's accumulated sick leave.

Article 21 – Holidays

The following are designated as official City of Exeter holidays:

January 1 (New Year's Day)

Third (3rd) Monday in January (Martin Luther King, Jr.'s Birthday)

Third (3rd) Monday in February (George Washington's Birthday)

Last Monday in May (Memorial Day)

July 4 (Independence Day)

First (1st) Monday in September (Labor Day)

November 11 (Veteran's Day)

Fourth (4th) Thursday and Friday in November (Thanksgiving)

December 24 (Christmas Eve Day)

December 25 (Christmas Day)

December 31 (New Years Eve) – ½ day

- Birthday Floating Holiday

In addition to the official City of Exeter holidays, the City agrees to provide one shift of paid leave per fiscal year in recognition of the employee's birthday (similar to that which is done for other City employees) in the form of a floating holiday. The employee shall request this day off, on or near their birthdate, and the date used must be approved in advance by the employee's supervisor. Unused birthday leave does not accrue, and is lost at the conclusion of the fiscal year if not used. The day of leave is not an official holiday and should not be considered as such in regard to compensation for work on paid holiday, etc.

Article 22 - Compensation for Work on Paid Holiday

Unless otherwise provided within this agreement, Police Officers, Police Sergeants, and Detectives, will be compensated for their schedules that require working on holidays. Pay for six (6) holidays will occur on the first payday in June. Pay for the other five (5) holidays will occur on the first pay day in December. Pay will be through the regular payroll system, but issued as a separate direct deposit at the request of the Union. Employees who are off work due to an injury or illness (work-related or otherwise) shall not be entitled to holiday pay if they do not work any hours during the fiscal year.

Article 23 – Uniforms/Uniform Allowance

Employees will be entitled to an annual uniform contribution from the City of \$100, paid with the first pay period of each fiscal year.

Employees will be entitled to an increase of \$200 in the annual uniform contribution from the City to \$300, paid with the first full pay period of July of 2021.

Employees will be entitled to an increase of \$200 in the annual uniform contribution from the City to \$500, paid with the first full pay period of July of 2022.

Employees will be entitled to an increase of \$200 in the annual uniform contribution from the City to \$700, paid with the first full pay period of July of 2023.

Article 24 – Educational/Training Incentive and Educational Reimbursement

An educational/training incentive program shall be available to all Police Officers and Sergeants.

The educational/training incentive program shall be as follows:

- a. A 1.25% salary increase, paid bi-weekly, shall be granted with the completion of an Associate's Degree in Police Science OR the completion of the Intermediate POST training and certification.

Compensation will begin after the Employee provides the City with the appropriate documentation showing completion.

- b. An additional 1.25% salary increase, paid bi-weekly, shall be granted for a Bachelor's Degree in Public Administration, Criminal Justice and Administration, Business Administration, or related field with a major in Police Science, OR the completion of the Advanced POST training and certification. Compensation will begin after the Employee provides the City with the appropriate documentation showing completion.
- c. In no case shall an employee be eligible for more than a total of 2.5% in educational/training incentives.

Educational reimbursement will be provided up to a maximum of \$750.00 per fiscal/school year. Employees wishing to pursue such reimbursement may request City funds when registering for the course(s) or after completion of the course(s).

If the employee requests funds at the time of registration, they must submit documentation of the name, location, and cost of the course(s). The employee must also submit proof of successful completion of the course with a passing grade (letter grade "C" or better) upon completion. If the employee fails to complete the course(s) or does not complete the course(s) with a passing grade, the employee must return the funds to the City of Exeter. The City reserves the right to deduct any such amount due the City from the employee's payroll or next special check.

If the employee requests reimbursement for a course(s) after completion, they must submit documentation of the name, location, and cost along with evidence of successful completion of the course(s) with a passing grade.

If an employee completes an accelerated degree program, successfully receiving a bachelor's degree or master's degree as a result of such a program, reimbursement for allowable educational expenses (tuition, books, etc. directly paid to the program) may be extended to the single calendar year beyond completion of the program (at the reimbursement rate of \$750.00 per fiscal year.)

Article 25 – Bi-Lingual Pay

Qualified and designated employees shall be granted a monthly bi-lingual pay allowance of \$50.00, paid bi-weekly. Employees in these designated positions must satisfactorily pass the City's established bi-lingual exam process. Qualification and designation shall be approved by the City Administrator. Currently employees are eligible for bi-lingual pay who are fluent in the Spanish language. Employees who are off work due to an injury or illness (work-related or otherwise) shall not be entitled to bi-lingual pay if they do not work any hours during the month in which bi-lingual pay is offered.

Article 26 – Financial Hardship

The City agrees to maintain a process for granting Financial Hardship status to a qualifying employee. Such status would allow an employee who successfully applies for such status (and whose application is approved by the Chief of Police and by the Exeter City Council) to request cash payment for vacation and compensatory time balances. Approved applications will have to meet established criteria for severity of hardship.

Article 27 – Steward Time for Union Business

Two designated Union Stewards shall be released two (2) hours per month for Union business.

Article 28 – Grievance Procedure

The Union agrees to utilize the established City of Exeter grievance procedure and forms, with the following modifications:

An EPOA-represented employee has thirty (30) days from the date of occurrence of a grievable event to initiate the grievance process. If more than thirty (30) days have passed since the date upon which the grievable event occurred, no grievance may be accepted by the City.

The City of Exeter procedure includes references to business days that may transpire between the various steps in the process (three business days to five business days depending upon the step.) For the purposes of this MOU, those references shall be replaced in all cases with a consistent designation of “seven (7) calendar days” for application to EPOA-represented employees in order to allow for their non-traditional shift work and days off.

Article 29 – Discipline Investigation Processes

The City agrees to adhere to the Peace Officer’s Procedural Bill of Rights, Government Code Section 3300 et seq. In addition, all witness employees will be entitled to the representative of their choice during internal affairs interviews. All EPOA members will be entitled to the representative of their choice when being ordered to participate in interviews by any other agency. The Police Department and the City will endeavor to complete all internal affairs investigations within six (6) months.

Article 30 – Random Drug Testing

The City of Exeter shall adopt a legally sound and operationally appropriate process for random drug testing of employees in specified job classifications (as determined and defined by law.)

Article 31 – Re-Openers and Renegotiation

The parties agree to reopen and meet and confer with respect to the City’s and employee’s contribution towards health insurance premium increases. In the event there are health insurance premium increases, the parties agree to meet and confer on the implementation of the increases and each party’s respective contributions no later than the end of November of each year with any changes effective on January 1st of the following year, unless agreed otherwise.

Article 32 – Severability

If the effect of any provision of this Agreement shall be held to be invalid by any Court of competent jurisdiction, the remainder of the Agreement shall not be affected, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement provision.

Article 33 – Enactment

It is agreed that the foregoing shall be submitted to both the City Council of the City of Exeter by the City Administrator or his representative, and to the Union membership by its representative Committee, for consideration and approval.

Executed this 24th day of June 2021

FOR THE CITY OF EXETER

FOR EPOA



Adam Ennis, City Administrator



Michael Giefer, President



Mark Bartley, Labor Relations Consultant