

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SIMI VALLEY
AND THE
SIMI VALLEY POLICE MANAGERS' ASSOCIATION

April 10, 2023 through June 30, 2025

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SIMI VALLEY AND THE SIMI VALLEY POLICE
MANAGERS' ASSOCIATION (SVPMA)**

1. Term of Agreement

This Memorandum of Understanding (MOU) shall be effective beginning on April 10, 2023 through June 30, 2025. It shall supersede and replace the previous MOU between the parties that covered the period between July 1, 2021 and June 30, 2023. The specific provisions of this Memorandum of Understanding shall be effective as specified herein.

2. Savings Clause

2022-13

If any provisions of this MOU are held to be invalid or unenforceable by a court of competent jurisdiction, or by State or Federal legislation or initiative or referendum, such provisions will not be deemed valid subsisting except to the extent permitted by law, provided however, that all other provisions of this MOU will continue in full force and effect; and the parties of the MOU will immediately meet and confer to seek appropriate provision or provisions.

3. Maintenance of Benefits

During the term of this M.O.U., there shall be no changes in wages, hours, and other terms and conditions of employment of the Police Managers Association members except as provided herein or by mutual consent of the parties hereto. The parties agree that consent shall not be unreasonably withheld by either party.

4. Non-Discrimination

2022-13

The SVPMA and the City mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, color, national origin, religion, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, Acquired Immune Deficiency Syndrome (AIDS) – acquired or perceived, political beliefs, union activity, LGBTQ identity, military or veteran status, or retaliations for having filed a discrimination complaint.

5. Time Off for Association Business

2013-60

Upon receipt of at least thirty (30) days advance notice to the Chief of Police, at the option of the SVPMA, one designated representative of the SVPMA shall be afforded up to four (4) working days of paid leave in order to attend a professional police association conference.

The President and Vice President of the SVPMA shall be afforded two (2) hours of paid leave each month to attend to SVPMA business, not counting time spent in formal grievance proceedings, disciplinary proceedings or negotiation sessions with the City. Such paid leave may not be accumulated or be subject to overtime calculations. Additional time to accomplish such SVPMA business, if necessary, may be approved by the Chief of Police.

Upon receipt of five (5) days' notice to the Chief of Police, or in the case of emergency meetings, twenty-four (24) hour notice, the SVPMA shall be entitled to conduct one monthly membership meeting at any time between the hours of 3:00 p.m. and 8:00 a.m., not to exceed one-and-one-half hours in duration. Members shall be allowed to attend while on-duty, without loss of pay, subject to the needs of the Department.

The City may, under emergency circumstances, take one or all of the following actions: postpone the above leave; request different designates; or deny all such leaves.

6. Union Activity and Performance Evaluations

2022-13

Participation in authorized union activity shall not have a bearing on an employee's performance evaluation.

7. Salary Compensation

2023-12

Effective April 10, 2023, employee salaries shall be increased by 6% as a cost of living (COLA) increase following City Council approval. Effective April 8, 2024, employee salaries shall be increased by 4%. The hourly salary ranges for Sworn Management-designated positions after these increases shall be as follows:

<u>Eff. Date</u>	<u>Job Title</u>	<u>Salary Range (Hourly)</u>
4-10-2023	Assistant Police Chief	\$74.6389 - \$96.2491
4-10-2023	Police Commander	\$63.5755 - \$81.8872

4-8-2024	Assistant Police Chief	\$77.6245 - \$100.0991
4-8-2024	Police Commander	\$66.1185 - \$85.1627

2010-41

All Sworn Management employees shall be placed within the salary range. Except as provided by City Policy and herein, the position within the salary range shall be determined by merit.

2010-41

Sworn Management employees shall be reviewed annually on their respective anniversary date; the City’s merit pay policy shall generally provide for merit salary increases up to 5% for Management employees (not to exceed the top step of the established range for the position classification) on the employee’s anniversary date, based upon continued meritorious and efficient service. Employees who are on probation will be evaluated at six months and shall not be eligible for a merit increase. An additional 1% may be granted for exceptional service and work above and beyond the call of duty for a total of 6%.

2010-41

Effective June 24, 1996, Police Commanders who are promoted to the classification of Deputy Chief shall be granted a minimum of five-and-one-half percent (5.5%) increase in base pay. Base pay for purposes of this policy shall include the education incentive pay provided to Commanders.

2018-05

The City agrees to maintain the current compaction rate through June 30, 2021. Compaction rate shall be 17.8% and include: base pay, education pay, and POST Advanced pay between top-step Sergeant and top-step Commander. Any upward adjustment triggered by this clause shall be effective between Sergeant and Commander.

Side Letter of Agreement dated 4-3-2019

Police Sergeants who are promoted to the classification of Police Commander shall be granted a minimum of five-and-one-half percent (5.5%) increase in base pay. Base pay for the purposes of determining pay upon promotion within this paragraph shall include the POST incentive pay applied prior to promotion. As of April 3, 2018, the Advanced POST incentive pay of 6% is on top of base pay.

8. Educational Incentive

2010-41; 2015-71

Sworn Management employees who have been awarded a Bachelor of Arts or Science degree shall receive an education incentive of 7% of base salary after providing appropriate verification of a Bachelor of Arts or Science degree.

Effective December 28, 2015, Police Commanders who do not qualify for an educational incentive for a Bachelor's degree shall be eligible for a 2% educational incentive for possessing a Police Officer Standards and Training (POST) Management Certification. The educational incentives for possession of the POST Management Certification or any Bachelor's degree may not be combined.

2010-41

Effective July 1, 2002, Sworn Management employees who have been awarded an Associate of Arts or Science degree are eligible to receive a 2.5% educational incentive.

9. Uniform Allowance

2010-41

Effective July 1, 2002, Sworn Management designated employees shall receive an annual uniform allowance of \$1,600. Such allowances shall be for the maintenance and normal replacement of uniforms.

10. Health Plans & Flexible Benefits Plan

2010-41

Effective for the vision insurance due August 1, 2005, the City shall contribute up to \$19.80 per month for vision care insurance.

2010-41

Effective for the dental insurance premiums due January 1, 2008, the City shall contribute up to \$68.94 per month for dental insurance.

2013-60

Effective January 1, 2014, the City will contract with the Public Employees' Retirement System for medical insurance through the Public Employees Medical and Hospital Care Act ("PEMHCA").

For employees enrolled in a CalPERS plan, the City shall pay the required statutory minimum on behalf of each employee. The minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If an employee chooses not to enroll in a CalPERS Health plan, the minimum contribution cannot be used for any other purpose.

If CalPERS changes any of the medical insurance plans by either adding to or deleting plan options, employees will be limited to those plan options offered by CalPERS.

Simi Flex Dollars

2015-71, 2018-05, 2022-13, 2023-12

Effective for insurance premiums on January 1, 2023 the maximum monthly Simi Flex amounts for employees who are enrolled in a City medical insurance plan are determined as follows:

Base Simi Flex Amount: \$1,604.61 per month

PLUS (+): \$335.83

LESS (-): PEMHCA monthly minimum employer medical insurance contribution, which is \$151 in 2023.

2022 Maximum Monthly Simi Flex Amounts	Employee Only Simi Flex Max	Employee Plus One Simi Flex Max	Family Simi Flex Max
With Medical Insurance*	\$1,019.56	\$1,809.24	\$1,940.44
Without Medical Insurance (Opt Out)	\$335.83	\$335.83	\$335.83

*After deducting the employee's medical insurance out-of-pocket costs (premium less PEMHCA minimum employer medical insurance contribution), the remaining Simi Flex cash balance shall not exceed the Opt Out amounts shown above.

The maximum Simi Flex amount at each level of coverage from the 2023 Plan Year to the 2024 and 2025 Plan Years will remain the same at each level of coverage as that of 2023 (Employee Only, Employee Plus One, and Family, respectively).

11. Continuation of Health Plan Coverages

Effective August 1, 2001, employees who retire may elect to remain on the City's dental and vision plans, at the premium rates, subject to the carriers' terms.

12. Retiree Health Premium Coverage

2010-41, 2013-60

The City shall contribute amounts for health premium coverage, under the City's group health plans, for Sworn Management employees who retire from the City of Simi Valley after July 2, 1990.

Pursuant to Section 20065.5 of the California Government Code, all references to "spouse," "surviving spouse," or "marriage" apply equally to a registered domestic partner or domestic partnership, as defined in Section 297 of the Family Code.

Effective June 21, 2001, for Sworn Management employees, the City shall contribute the full premium for an amount equal to employee plus-one for 20 years for employees who have between 20 and 25 years of service to the City and lifetime

coverage (or until a surviving spouse/domestic partner remarries) for 25 or more years of service to the City.

Effective June 28, 2004, in the event of the death of a retiree who had elected Option Two under the retiree health coverage options below, the surviving spouse/domestic partner will retain coverage for the remainder of the benefit period selected by the retiree or until the surviving spouse/domestic partner remarries, whichever occurs first as long as the retiree selected to have a survivor benefit under CalPERS retirement options. Effective June 23, 2008, the surviving spouse/domestic partner shall have the option (at the end of his/her then existing health benefit period) of paying for health coverage beyond the benefit provided by the City at the retiree rates. Spouses/domestic partners may remain on the City's plan at their expense except in the case of remarriage, in accordance with PEMHCA regulations.

Effective June 23, 2008, in the event of an off-duty or an on-duty death that does not meet the provisions of Labor Code Section 4856, the surviving spouse/domestic partner of a Sworn Management employee with a minimum of twenty (20) years of service with the City prior to retirement, will be entitled to any medical/dental/vision benefit that the employee would have been eligible for on the date of death. Benefit will continue until the surviving spouse/domestic partner remarries.

2010-41

Effective June 21, 2010, Sworn Management employees hired on or after June 21, 2010 are not eligible to receive current retiree health insurance premium coverage benefits but rather will receive a contribution in the amount of \$300.00 per month during employment placed into a retiree health savings account. Sworn Management employees hired June 20, 2010, or before, are not subject to this provision upon promotion.

2020-47

Effective with the first paycheck in April 2021, Sworn Management employees hired on or after June 21, 2010 will receive an additional City contribution of \$270.00 per month to the retiree health savings account for a total monthly City contribution of \$570.00. At the same time, Sworn Management employees hired prior to June 21, 2010 will begin to receive a City contribution of \$270.00 per month (\$124.62 bi-weekly) to a retiree health saving account for use towards eligible health expenses as set forth by the IRS.

Effective June 21, 2010, eligible Sworn Management employees who retire from the City of Simi Valley may select one of the following options for health care coverage:

Option One

The City shall contribute equal to employee-only coverage for active Sworn Management employees on the City's group health plan for up to 120 months (10 years) after the date of retirement for employees that served ten (10) years or more years with the City prior to retirement.

Option Two

The City shall contribute equal to employee-plus-one coverage for active Sworn Management employees on the City's group health plan for up to 60 months (5 years) after the date of retirement for employees that served ten (10) years or more with the City prior to retirement.

2013-60

Effective January 1, 2014, the City will contract with the Public Employees' Retirement System for medical insurance through the Public Employees Medical and Hospital Care Act ("PEMHCA").

For retirees enrolled in a CalPERS plan, the City shall pay the required statutory minimum on behalf of each employee. The minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If a retiree chooses not to enroll in a CalPERS Health plan, the minimum contribution cannot be used for any other purpose.

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, retirees will be limited to those plan options offered by CalPERS.

Delay of City Medical Insurance Contribution

2020-47

Effective upon contract adoption for the 2020-21 fiscal year, Sworn Management retirees may elect to delay receiving the City medical insurance contribution for up to five years from their separation date so long as they meet the CalPERS Health Plan requirements.

If the separated employee does not meet the CalPERS Health Plan requirements upon retirement, they will not be eligible for enrollment in the City's medical insurance plans and will not qualify to receive the City retiree medical insurance contribution. Retirees may only enroll in the City's health plans during an open enrollment period, which usually occurs in September/October each year, with an effective date of January 1 of the following year. It is the retiree's responsibility to enroll in a medical plan during an open enrollment period occurring prior to the deferment deadline in order to begin receiving the City medical insurance contribution. The City will not provide reminders or notices that the deferment period is ending. Retirees who do not enroll in a City medical plan prior to the end of the deferment period will not be eligible to receive any portion of the City medical insurance contribution.

Retiree Dental and Vision Coverage

2018-05

For retirements effective July 1, 2005 to November 30, 2017, the City will contribute 0.5% of total compensation toward the cost of retiree dental and vision premiums. Such benefits shall be paid to the extent allowed by the City contribution.

Effective February 1, 2018, for retirements effective December 1, 2017 or later, the City will contribute up to \$175 per month toward the cost of retiree dental and vision premiums for retirees and eligible dependents.

13. Life Insurance

2010-41

Sworn Management employees shall be included in the group term life insurance under the terms of the City's policy. The City shall contribute an amount equal to the monthly premium amount for the designated amount of insurance including accidental death and dismemberment coverage and dependent life insurance. The amount of accidental death and dismemberment life insurance coverage shall be \$101,000.

2010-41

Effective July 2, 1990, the City shall provide coverage in the amount of \$5,000 for the employee's spouse/domestic partner and dependents.

14. Short-Term/Long-Term Disability Insurance

2010-41

Effective July 1, 1996, a short-term disability insurance program was implemented to coordinate with the long-term disability insurance program that was in place for Management employees. The short-term disability benefit begins on the 8th day of absence (or first day, if the employee is hospitalized) and continues for 180 days (6 months). The long-term disability policy begins on the 181st day, if eligible.

2010-41

Sworn Management employees shall be included in the short-term/long-term disability insurance program in accordance with the City's group policy. The City shall contribute an amount equal to the monthly premium for such coverage. Effective July 1, 2005, the monthly benefit for short-term and long-term disability shall be 66-2/3 percent of salary to a maximum monthly benefit of \$9,500 per month.

15. Public Employees' Retirement System

2013-60

Sworn Management employees shall be included as members in the California Public Employees' Retirement System (CalPERS) under the provisions of the City's contract with PERS. The City shall pay according to the following provisions:

Employees must participate in the retirement plan for at least five (5) years in order to be vested and eligible for retirement benefits. Minimum retirement age is fifty (50).

2010-41

Effective November 5, 1993, the City amended its contract with the Public Employees' Retirement System to permit employees to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment.

Definitions

“Classic Member” is defined by the California Public Employees’ Retirement System (CalPERS) as an employee who has been a member of any public employee retirement system or plan prior to January 1, 2013. An employee is considered a Classic Member if he or she does not meet the definition of a “New Member” as defined by Section 7522.04(f) of the California Government Code.

“New Member” is defined by Section 7522.04(f) of the California Government Code. Generally, with limited exceptions, a New Member is an employee who is hired on or after January 1, 2013 by a public entity.

The City will provide the following defined benefits for employees:

Tier 1	Classic Member	3% @ 55	Hired prior to 1/1/2013 and reciprocal transfers
Tier 2	New Member	2.7% @ 57	Hired on or after 1/1/2013

2022-13

A. Classic Tier 1: 3% @ 55 Summary of CalPERS contract provisions:

- One Year Final Compensation - Single Highest Year
- 4th Level 1959 Survivor Benefits
- Pre-Retirement Optional Settlement 2 Death Benefit
- Military Service Credit as Prior Service
- Public Service Credit for Peace Corps or AmeriCorps Vista Service
- Employer Paid Member Contributions reported as earnings

Effective July 1, 2014, Sworn Management employees in Classic Tier 1 shall contribute three percent (3%) of total pensionable income to their CalPERS retirement plan, which will apply toward employer portion. Effective July 1, 2014, the base salary of each such employee shall be increased by three percent (3%) to offset a portion of the employee’s retirement contribution.

2015-71, 2023-12

For Classic Tier 1 Members, the City pays nine percent (9%) of the employee’s pensionable income to CalPERS on behalf of the employee. Effective December 28, 2015, the City’s obligation to pay required employee contributions shall be reduced to one-half of the required employee contribution equal to four and one-half percent (4.5%) of the employee’s pensionable income. The City will contribute four and one-half (4.5%) of the employee’s pensionable income, which shall be reported to CalPERS as EPMC (special compensation). Effective December 26, 2016, the City no longer shall be obligated to pay any portion of the

required employee contribution and the EPMC (special compensation) will be eliminated. As of December 26, 2016, all employees will be paying 50% of normal cost, as updated by actuarial reports, of their pensionable income towards their pension.

2022-13, 2023-12

B. New Member Tier 2: 2.7% @ 57 Summary of CalPERS contract provisions:

- Three Year Final Compensation - Highest average annual final compensation during a consecutive 36-month period subject to the cap
- 4th Level 1959 Survivor Benefits
- Pre-Retirement Optional Settlement 2 Death Benefit
- Military Service Credit as Prior Service
- Public Service Credit for Peace Corps or AmeriCorps Vista Service

Sworn Management employees in Tier 2 shall contribute the PEPRA Member Rate of total pensionable income to their CalPERS retirement plan toward employee portion. New Members are required to contribute at least 50% of the normal costs which are subject to change on an annual basis based on actuarial analysis.

2010-41

Effective the paycheck of July 10, 1998, the City amended its contract with the Public Employees' Retirement System to permit employees to purchase prior years of service credit on a pretax basis.

16. Deferred Compensation

2010-41

Effective July 1, 2002, Sworn Management employees are eligible to participate in the City's 457 deferred compensation plan.

2010-41

Roth 401(k) option is also available for Sworn Management employees.

2015-71

Effective July 11, 2016, the City will contribute an amount equal to the employee's voluntary contribution to their 401(k) plan up to \$105 per bi-weekly paycheck. This additional consideration eliminates any cell phone reimbursements to Sworn Management Employees.

2018-05, 2022-13

Effective the first paycheck after City Council approval of the 2017 - 2020 MOU, the City will contribute an amount equal to the employee's voluntary contribution to their 401(k) plan up to \$150 per bi-weekly paycheck.

2020-47, 2022-13

Effective with the first pay period after City Council approval of the 2021-2023 MOU, the City will increase the 401(k) non-matching contribution by \$200.00 per pay period from \$150 per pay period (total non-matching contribution of \$350 per pay period) on behalf of each participating employee to the City's 401k Plan, up to a maximum City contribution of \$500.00 per bi-weekly paycheck, which includes both the City's non-matching and matching contributions.

401k contributions for those members covered by the California Public Reform Act (PEPRA) shall be consistent with PEPRA and any other applicable state and federal law and regulations.

17. Annual Leave

2010-41

Sworn Management employees shall accumulate Annual Leave at the following rates:

Years of Continuous Service	Effective First Pay Period of January 2019
5 or more years	273 hours (10.5 per pay period)
Less than 5 years	208 hours (8 per pay period)

The maximum accumulation of Annual Leave for Sworn Management employees shall be 800 hours.

2010-41, 2018-05, 2022-13

Conversion to Salary (prior to 12-31-2022)

Effective June 26, 2006, Sworn Management employees may convert accumulated annual leave to salary compensation once per quarter up to a maximum of 580 hours per year.

The City Manager or designee shall determine the dates for conversion of Annual Leave.

Watch Commanders shall be granted Annual Leave consideration separate from Patrol Sergeants.

2022-13

Conversion to Salary (effective for 2023 calendar year) – Employees may convert Annual Leave accumulations to salary in accordance with the terms set forth below. Annual Leave accumulations will be designated on SVPMA members' pay check stubs in the "Annual Leave" category.

A. Eligibility.

This provision applies only to those employees with one or more years of service with the City as of the first working day of December in the year which the conversion is requested.

If an employee has not met the foregoing requirements, the employee will not be eligible to make a cash out election.

B. Cash Out Terms.

Employees will have the opportunity to declare their intent to cash out annual leave that will accrue after the election in accordance with the following conditions:

1. No less than 8 hours and not more than 241 hours (for employees with 5 or more years of service) and 176 hours (for employees with less than 5 years of service) of annual leave may be converted to salary during a fiscal year.
2. By December 15 of each year, employees can declare their intent to cash out annual leave that they will earn during the following calendar year. Only annual leave hours accrued in the calendar year for which an election is made may be cashed out. Cash outs for annual leave hours accrued in a prior calendar year are not allowed. For example, elections made by December 15, 2022 shall apply to hours accrued in 2023.
3. There will be two pay out opportunities available to employees. The first pay out date will be the first pay date in July, and the second pay out date will be the first pay day in November, unless mutually agreed to by the parties.
4. Once an election is made, it cannot be rescinded.
5. Cash out amounts will be based on the employee's base hourly rate of pay at the time of the pay out.

Employees will be eligible for partial cash outs if the full amount of hours elected are not available at the elected time of cash out. For example, if an employee elects to cash out 40 hours of Annual Leave, but only 20 hours are available, 20 hours would be cashed out.

Employees will be required to complete the City's standardized Annual Leave Cash Out Form by December 15 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash. Failure to submit an Annual Leave Cash Out Form with an irrevocable election by December 15 of each year shall be the same as not electing to cash out annual leave during the following calendar year.

Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.

C. Exception – Unforeseeable Emergency.

Employees who experience an unforeseeable emergency may elect to cash out annual leave hours, including hours that have accrued. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee. The amount of the cash out shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out. Whether an occurrence is an unforeseeable emergency shall be determined by the City in its sole discretion.

D. Reopener.

If it is subsequently determined by the City, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to October 2021 or substantially similar, will not trigger constructive receipt of income from accrued leave, the union may, at its sole option, compel the City to reopen negotiations in order to restore the leave redemption provisions in place in October 2021 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

Purchase of Annual Leave – SVPMA employees may convert salary compensation to Annual Leave at a rate of 1 hour of earned salary compensation for one hour of Annual Leave. Employee requests for such conversion shall be implemented each pay period. Employees shall be limited to a maximum annual conversion of 180 hours during each calendar year.

18. Compensatory Time

2010-41

Sworn Management employees may roll over compensatory time accrual to annual leave on an hour for hour basis, subject to the Chief of Police's approval, to a maximum of 800 hours of annual leave.

Sworn Managers working in the capacity of Watch Commander who are called in early or required to work an extended shift will accrue compensatory time or annual leave for each thirty (30) minutes worked. For Sworn Managers called back to work to handle a significant event, special event, major investigation or other police related activity, such employee will accrue compensatory time or annual leave for each thirty minutes worked.

2020-47, 2022-13

Sworn Managers may opt to be paid straight time overtime for each pay period instead of accruing the time to compensatory time or annual leave for each thirty minutes worked.

19. Overtime

2010-41

Effective July 1, 1991, employees in the Police Commander classification shall not receive paid overtime compensation for work outside of the normal schedule.

2018-05

In cases where overtime for Watch Commander is required, any Commander assigned to the Patrol Unit has first right of refusal for the first 24 hours. The second 24 hours shall be available to Police Sergeants as set forth in the Simi Valley Police Officers MOU.

20. Holidays

2015-71

Employees shall receive the following eleven (11) paid ten (10) hour holidays per calendar year, as well as any other days proclaimed by City Council as a public holiday:

1. **January 1* – New Year's Day**
2. Third Monday in January – Dr. Martin Luther King, Jr. Day
3. Third Monday in February– President's Day
4. Last Monday in May – Memorial Day
5. **July 4* – Independence Day**
6. First Monday in September – Labor Day
7. Veteran's Day

8. **Thanksgiving Day***
9. Day after Thanksgiving
10. **December 24* – Christmas Eve**
11. **December 25* - Christmas Day**

***Special Holiday Pay is applicable, as further described below.**

Observance of Holidays – With the exception of Christmas Eve, when a holiday falls on Sunday, the holiday shall be observed by the City on the following Monday; When a holiday falls on a Saturday, the holiday shall be observed by the City on the preceding Friday.

Christmas Eve Holiday – If the December 24 Christmas Eve Holiday falls (1) on a Wednesday, then it will be observed on December 26; or (2) on a Friday, then it will be observed on December 23; or (3) on a Sunday, then it will be observed on December 22.

Holiday Benefit – Employees may either accrue ten (10) hours of annual leave, or be paid ten (10) hours to compensate for each holiday listed above. Each employee must indicate their selected payment method on their timesheet on the date the holiday is observed. Employees must select one payment method per holiday and may not split the ten (10) hours between the two payment methods.

Work on Holidays – With the exception of the Watch Commander, employees are generally required to observe City holidays. If an employee is required to work as determined by the Chief of Police or his/her designee, they may be paid straight time pay for hours worked on the observed holiday (or on the actual holiday for Watch Commander) in addition to their Holiday Benefit.

Special Holiday Pay – In addition to their regular pay, employees shall receive Special Holiday Pay equal to 50% of the employee's regular rate of pay for hours worked on a holiday where Special Holiday Pay is applicable. Employees may choose to receive Special Holiday Pay as annual leave accrual, or be paid.

Pensionable Holiday Pay – Additional compensation paid to employees for working on a holiday is not reported to CalPERS as pensionable compensation in all cases. CalPERS applies state law when determining if holiday pay is pensionable or not. State law defines pensionable holiday pay as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. If these employees are paid over and above their normal monthly rate of pay (i.e., Special Holiday Pay, Holiday Benefit) for approved holidays, the additional compensation is reportable to CalPERS.

Employees who work on a holiday that occurs on the regular day off (RDO), or outside of their regular work schedule, may receive additional compensation

for working on the holiday (over and above their normal monthly rate of pay) in accordance with the holiday pay guidelines in this section; however, such compensation is considered overtime because it exceeds the employee's regular work schedule. Overtime is not considered pensionable and will not be reported to CalPERS as pensionable compensation.

21. Tuition Reimbursement

2015-71

Effective July 1, 2016, Sworn Management employees will no longer be eligible for the City's Tuition Reimbursement program.

22. Assignment Rotation

2013-60

Duty assignments for Sworn Management may be rotated at the discretion of the Chief of Police.

23. Disciplinary Action

2010-41

Effective June 26, 2006, counseling memoranda and written reprimands that are at least three years old, and any future counseling memoranda and written reprimands that become three years old, shall at the request of the Sworn Management employee be sealed. Request should be made to the Deputy Director/Human Resources. Sealed files will be temporarily removed from the employee's file immediately prior to anyone inspecting the employee's file, and can be reviewed only by the Deputy Director/Human Resources and the City Manager.

24. Grievance Response Time

Grievance Procedure

The following series of steps provides a progressive procedure designed to resolve grievances at the lowest supervisory level consistent with justice, fair treatment, and administrative policy.

Step 1. It shall be the responsibility of the employee to promptly inform and discuss any complaint or grievance as defined in this policy with the immediate supervisor. If, after such discussion, the employee does not believe the grievance has been satisfactorily resolved, the employee shall proceed to Step 2 of the grievance procedure. All complaints or grievances shall be resolved in a timely manner. In order for a grievance to be considered as timely, it shall be brought to the immediate supervisor's attention within 21 calendar days following the act or occurrence upon which the alleged grievance is based. Where the grievance is based upon a recurring action,

the grievance shall be brought to the supervisor's attention within 21 calendar days following the first instance of such recurring action.

- Step 2. If the employee and immediate supervisor cannot satisfactorily resolve the complaint or grievance within ten (10) working days after it is brought to the supervisor's attention, the employee may file a written grievance concerning the matter with the Department Head. The employee shall clearly state the basis of the grievance, giving time, place, other persons involved, specific policy concerned, and other pertinent information. The Department Head shall, within five (5) working days after receipt of the written grievance, supply an answer in writing to the aggrieved employee, explaining the decision or proposed action.
- Step 3. If the employee is not satisfied with the response of the Department Head, the employee may request that the City Manager review the grievance. The employee shall request such review within ten (10) working days after receiving the response from the Department Head. The City Manager shall consider the employee's written grievance, as submitted to the Department Head, and the Department Head's written response in reviewing the grievance. The City Manager or designee may request additional information or conduct additional research as appropriate. The City Manager shall release the results of the review within 15 working days after receiving the employee's request for such review. The results of the City Manager's review shall be final.

Time Off to Process Grievance. The employee shall be given time off with pay from regular duties, as determined to be necessary and reasonable by the Department Head, for the processing of a grievance.

Extension of Time Limits. The time limits specified in each step of the grievance procedure may be extended by an equal amount of additional time by either party upon verbal or written notice. Further extensions to the specified time periods may be made upon written mutual consent of both parties.

Failure to Appeal Within Time Limit. If the employee fails to file the grievance within the prescribed time limits, without waiver, the employee relinquishes the right to grieve. If management fails to respond to the prescribed time limits set out in the grievance procedure, without waiver, the grievance shall automatically proceed to the next step.

Representation at Hearings. The employee shall be present personally and participate in the discussions and proceedings.

25. Class and Compensation Survey

2013-60

The City's Human Resources division will complete a Class and Compensation survey using comparable cities (*Burbank, Oxnard, City of Ventura, County of Ventura, Inglewood, Monterey Park, Orange, Pasadena, Pomona, Santa Monica, and Torrance*) and make a recommendation to the City Council as part of the FY 14-15 budget to adjust the salary range of Police Commander and Deputy Chief within 1% of the median. If the Council elects not to adjust the salary range for employees in the classification of Police Commander and Deputy Chief, the City agrees to pay overtime at the rate of one and one half the hourly rate effective July 1, 2014, for any Police Commander working a vacant or extended shift in the Watch Commander's office.

26. Working Titles

2022-13

The Chief of Police shall consider the working title conventions of the geographic area or the operational needs of the City in determining the appropriate working titles of police managers. The working title of Commander shall be used for 1st level sworn level manager and Deputy Chief or Assistant Chief for 2nd level sworn managers who report directly to the Chief of Police. The working title for 2nd level managers are considered to be of equal rank respectively. It should be noted that working titles shall be compared to sworn positions with similar responsibilities for the purposes of completing class and compensation surveys.

27. Retirement Amenities

2018-05

Sworn Management employees with at least 20 years of experience as a sworn peace officer, 10 of which must have been with the Simi Valley Police Department, may purchase their department-issued firearm for \$1 from the City at the time of retirement. The value of the firearm may be taxed if required by federal law.

28. Other Terms and Conditions of Employment

The remaining terms and conditions of employment for Sworn Management employees shall be as provided in the applicable sections of the Employee's Manual or as determined by the City Manager.

For the ASSOCIATION:

DocuSigned by:

Lincoln Purcell

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Lincoln Purcell

DocuSigned by:

John Adamczyk

2D02930421994CC...
John Adamczyk

For the CITY:

DocuSigned by:

Brian Paul Gabler

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Brian Paul Gabler

DocuSigned by:

Samantha Argabrite

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Samantha Argabrite