MEMORANDUM OF UNDERSTANDING

Costa Mesa

2025
2026

Between The Representatives
Of The Costa Mesa Police Association
And The City of Costa Mesa

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ARTICLE 1 - RECOGNITION/PREAMBLE

1.1 By resolution of the City Council of the City of Costa Mesa, and pursuant to the provisions of the Meyers-Milias-Brown Act, California Government Code Section 3500, et seq., the City of Costa Mesa (hereinafter referred to as "City") recognizes the Costa Mesa Police Association (hereinafter referred to as "Association" or "CMPA") as the exclusive representative and the agent for collective bargaining purposes of the sworn police officers employed in the Costa Mesa Police Department in the job classifications set forth below, excluding all non-sworn employees of said Police Department.

1.2 This Memorandum of Understanding ("MOU") has been prepared by representatives of the City and representatives of the Association who have met and conferred in good faith, examining a number of proposals and counter proposals concerning wages, hours of employment, working conditions, fringe benefits and other terms and conditions of employment for the sworn officers of the Costa Mesa Police Department as defined herein. The Parties to this MOU are the City and the Association, which are jointly recognized and referred to herein below as the "Parties."

1.3 It is the mutual understanding of the City and the Association that this MOU shall be submitted to the Costa Mesa City Council upon the joint recommendations of the Parties that this MOU be adopted, the City Council will consider the MOU in accordance with Ordinance 12-7, the COIN Ordinance and thereafter will take such action as may be needed to implement this agreement and its provisions.

1.4 The City and the Association hereby acknowledge that the terms of this MOU may not cover all terms of employment relating to wages, hours and conditions of employment at the City of Costa Mesa. These parties further acknowledge that any term or condition of employment which is not expressly covered herein, but is expressly covered by existing ordinances, resolutions, policies and regulations of the City, including the Personnel Rules and Regulations presently in effect, shall be controlled by the existing provisions of said ordinances, resolutions, policies, and regulations to the extent that said policies and regulations do not change, abrogate, modify or amend any express term of this MOU All other terms and conditions of employment in effect at the time of execution of this MOU shall remain status quo during the term hereof, unless such a term or condition is excepted from collective bargaining and the scope of representation as set forth in California Government Code 3504 or constitutes an emergency matter as set forth in California Government Code 3504.5.

1.5 If any portion of this MOU is found to be unlawful, in conflict or inconsistent with existing laws, regulations, or ordinances; or determined to be invalid or unenforceable by an administrative or judicial tribunal with competent jurisdiction, such portion or part of the MOU shall be superseded and not enforced. The remainder of this MOU shall continue in full force and effect, and shall be enforced through the term of the agreement pursuant to Government Code Section 3500, et seq.

1.6 For the term of this MOU neither the City nor the Association shall be compelled to meet and confer with the other concerning any issue which is expressly agreed to herein. Each Party to the MOU. hereby expressly waives its right to demand that the other Party meet and confer concerning any issue expressly agreed to herein. However, nothing in this MOU shall prohibit these Parties from meeting and conferring over any expressly agreed issue herein, if, and only if, both Parties hereto mutually agree to do so.

1.7 Continuous, uninterrupted and efficient service to the community by the City and its employees, and orderly employer-employee relations are essential considerations of this MOU. Accordingly, the Association agrees, on behalf of itself and its members, individually and collectively, that there shall not be any strikes, "sick-outs," non-informational picketing, boycotting, work stoppages, slow-down strikes, or

any other concerted job action or refusal to render services, including overtime or any other curtailment or restriction of work and service at any time during the term of this MOU.

1.8 The Association recognizes its duty and obligation to comply with the provisions of Section 1.8 of this MOU, and shall make every reasonable effort to assure that all employees covered by this MOU similarly do so. In the event of any concerted activity by employees in contravention to the provisions or intent of Section 1.6, the Association hereby agrees to direct its members to cease any such actions or activities forthwith. No employee covered by this MOU shall be entitled to any benefits or wages whatsoever while engaged in any activities or actions prohibited by Section 1.8 of the MOU.

1.9 During the term of this MOU, the parties agree either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable.

ARTICLE 2 - TERM OF AGREEMENT

2.1 The term of this MOU will commence on July 1, 2025, and expire in the pay period that includes June 30, 2026.

ARTICLE 3 - BASIC SALARIES AND WAGES

3.1. **BASE SALARY** - Employees covered by this MOU shall be compensated at the monthly base salary rates established for their classification under the Basic Pay Schedule per City Council resolution. An employee occupying a position in the classified service shall be compensated within the range established for his or her position as provided in Rule 6 of the Personnel Rules and Regulations. The minimum rate for the class generally shall apply to an employee upon his or her original appointment. Employees who are re-employed shall receive a rate within the range established for the class and agreed upon by the appointing authority and the employee prior to appointment.

Effective the pay period that includes July 1, 2025, four percent (4.0%) increase for all classifications subject to this MOU.

ARTICLE 4 - DEFERRED COMPENSATION

4.1 **DEFERRED COMPENSATION** - Effective the first full pay period beginning after July 1, 2024, the City will make a contribution to the City's 457(b) provider that will equal one half of one percent (0.5%) of each employee's base salary. Employees are responsible for tracking contributions to ensure that total contributions made by the City and employee do not exceed the maximum allowable contributions as per the IRS. City contributions are per year only. As such, they expire on the last payroll of the calendar year.

ARTICLE 5 - HEALTH INSURANCE

5.1 **IRS SECTION 125 BENEFIT PLAN** - The City shall provide the amount listed below toward the payment of premiums under an IRS Section 125 Benefit Plan. The City may also offer other pre-tax benefits.

5.2 **PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT** - The City contracts with the California Public Employees' Retirement System ("CalPERS") for medical insurance pursuant to the Public Employees' Medical and Hospital Care Act ("PEMHCA"). The City will contribute the annual CalPERS statutory minimum on behalf of each participant in the program, which is included in the amount of the City's contribution to the flexible benefit account (i.e., the Section 125 Benefit Plan) described below. Eligible employees may select any of the medical insurance plans offered by CalPERS.

5.3 **MANDATORY BENEFITS** - Employees must use a portion of the City contribution to pay for life insurance and long term disability. Employees also must enroll in medical insurance unless the employee meets the eligible opt out requirements to receive cash in lieu.

5.4 **QUALIFICATION FOR FLEX CONTRIBUTION** - Employees must receive compensation for the entire pay period to receive the flexible benefit contribution amount. Use of accrued leave qualifies as compensation for this purpose. Employees will be ineligible for the flexible benefit contribution if the employee records absence without pay hours within the pay period except for the following reasons:

- If an employee exhausts his/her accrued leaves prior to the end of the pay period, he/she shall receive the flex contribution for that pay period.
- Disciplinary actions will not apply to this article/qualification i.e., suspensions without pay.

5.5. **CONTRIBUTION AMOUNT** - Effective the pay period that includes July 1, 2025, for those employees who enroll in City offered coverage, the City's contribution towards each employee's flexible benefit account is $2,419 per month. This amount is inclusive of the CalPERS statutory minimum amount for each month. An employee who selects benefits which cost less than the dollars contributed by the City (which also requires the employee to select life insurance and long term disability per Article 5.3) shall receive the remainder of the flexible benefit contribution in cash up to a maximum of eight hundred and forty-six dollars ($846) per month. Effective July 1, 2019, this amount is increased to one thousand and sixty dollars ($1,060.00) per month.

5.6 **WAIVER OF INSURANCE** - An employee may opt out of medical coverage offered by the City and receive cash in lieu only if the employee provides before the start of each plan year, an attestation that the employee and his or her tax family have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year. The City will not pay cash in lieu if the City knows or has reason to know that the employee or an individual in the employee's tax family does not have the required alternative coverage.

Any employee in the unit who meets the requirements to opt out of medical coverage can receive eight hundred and forty-six dollars ($846.00) per month as cash subject to tax withholdings. Effective July 1, 2019, the amount is increased to one thousand and sixty dollars ($1,060.00) per month. Those employees who meet the requirements and opt out of medical coverage will still receive an employer contribution to cover the mandatory life and disability insurance benefits.

ARTICLE 6 - RETIREMENT

6.1 **CALPERS** - The City contracts with CalPERS for retirement benefits.

A. Employees Who Are Not "New Members" as Defined by Government Code Section 7522.04(f) – i.e., "Classic Members"

1. Retirement Formula: The City contracts with CalPERS to provide the 3% at 50 retirement formula as set forth in California Government Code Section 21362.2 for all employees covered by this MOU hired before December 31, 2012, or lateral employees hired after that date who qualify as "classic members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA").

2. Retirement Benefit Calculation Period: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for these employees per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the twelve (12) consecutive months selected by the employee or not selected, the employee's last twelve (12) months of employment.

3. Payment of Employee/Member Contribution:

   a. Employees Subject to the 3%@50 formula: These employees will pay the full CalPERS member contribution equal to nine percent (9%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

4. Cost Sharing: Classic member employees subject to the 3%@50 formula currently pay an additional five percent (5%) of compensation earnable as cost sharing into their employee account with CalPERS in accordance with Government Code section 20516(a).

   Effective the pay period that includes July 1, 2023, for Classic member employees subject to the 3%@50 formula, cost sharing per Government Code section 20516(a) will be reduced by one and one quarter percent (1.25%) for a net contribution of three and three quarters' percent (3.75%) per Government Code section 20516(a). When this three and three quarters' percent (3.75%) is added to the employees' payment of nine percent (9%) towards their member contribution, employees shall pay twelve and three quarters' percent (12.75%) compensation earnable towards their pension.

B. For "New Member" Employees

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7%@ 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

2. Retirement Benefit Calculation Period: These employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future.

Effective the pay period that includes July 1, 2023, for new member employees subject to the 2.7%@57 formula, if one-half of the CalPERS' annual normal cost rate goes below 12.75% (and it is rounded by CalPERS to the nearest one-quarter of a percent), new member employees subject to the 2.7%@57 formula shall pay the difference between the one-half of the total normal cost rate and twelve and three-quarters' percent (12.75%) of compensation earnable as cost sharing pursuant to Government Code section 20516(f).

Effective the pay period that includes July 1, 2023, for new member employees subject to the 2.7%@57 formula, if one-half of the CalPERS' annual normal cost rate exceeds 12.75% (and it is rounded by CalPERS to the nearest one-quarter of a percent), the City will contribute the amount above 12.75% to the deferred compensation account (per IRS Code section 457(b)) of each new member.

C. Adoption of the IRS Code section 414(h)(2) Resolution: The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

6.2 **CALPERS CONTRACT** - The City will continue to provide pension benefits to represented employees in accordance with the CalPERS contract in effect on the effective date of this MOU. The City's contract with CalPERS for employees covered by this MOU includes the following options:

- Section 20042 (One Year Final Compensation, only applies to classic member employees)
- Section 20516 (Employee Cost Share, only applies to classic member employees)
- Section 20965 (Credit for Unused Sick Leave)
- Sections 21624/ 21626 (Post-Retirement Survivor Allowance, only applies classic member employees)
- Section 21620 (Retired Death Benefit of $500)
- Section 21329 (COLA of 2%)
- Section 21362.2 (3% @ 50 Benefit Formula, only applies to classic member employees)
- Section 20903 (Two Years Additional Service – Golden Handshake)
- Section 21635 (Post-Retirement Survivor Allowance Continues After Remarriage)
- Section 21573 (Third Level of 1959 Survivor Benefits)
- Section 21551 (Death Benefit Continues After Remarriage)
- Section 20055 (Credit for Service Before CalPERS Contract)
- Section 20938 (Limited Prior Service Credit to Employees on Contract Date)
- Section 21536 (Local System Service Credit for Basic Death Benefit)
- Section 20481 (Transfer of Local System Assets to CalPERS)
- Section 21024 (Military Stats 76)
- Section 21023.5 (Peace Corps/AmeriCorps Service)
- Section 21027 (Military Retiree)
- IRC 414(h)(2) (Pre-tax payroll deduction plan for member contributions and service credit purchase)

ARTICLE 7 - RETIREE MEDICAL

7.1 The Defined Contribution Retirement Health Savings Plan ("Plan") went into effect January 1, 2004, and payments made by the City were suspended in 2010. The purpose of the Plan was to establish a tax protected savings program for every full-time employee that will:

- Provide a retiree medical benefit for employees who were hired after January 1, 2004, who will not be eligible for the health insurance contribution under the Council Policy 300-1.
- Provided a supplemental benefit to the City contribution under Council Policy 300-1 for employees hired before January 1, 2004.

The program requires mandatory participation by all full-time employees. Employees make a monthly contribution to the plan equal to 1% of their base monthly salary. Effective the pay period that includes July 1, 2022, the City will match the 1% monthly contribution into each employees' account. The account assets that accumulate, plus investment earnings, will be used in retirement to pay health insurance premiums and other eligible out-of-pocket medical expenses such as deductibles, co-payments, vision care or dental care. Employee contributions plus vested employer contributions are portable if an employee should leave employment with Costa Mesa prior to retirement.

For all employees in the unit, the City will pay the CalPERS statutory minimum for each member of the bargaining unit for retiree medical benefits.

ARTICLE 8 - BENEFIT REVIEW COMMITTEE

8.1 The Association shall maintain two (2) representatives on the City's Benefit Review Committee. The Committee continually evaluates the City's benefit programs and makes recommendations on plan changes, benefit levels, payroll deductions and the addition or deletion of plans.

ARTICLE 9 - DRUG AND ALCOHOL TESTING POLICY

9.1 The Costa Mesa Police Department Drug and Alcohol Testing Policy applies to employees represented by the Association. The Policy permits reasonable suspicion drug and alcohol testing for permanent staff and random testing for probationary employees. The Policy is incorporated into this MOU by reference.

ARTICLE 10 - P.O.S.T. INCENTIVE PROGRAM

10.1 **PAY FOR CERTIFICATIONS ISSUED BY THE STATE OF CALIFORNIA COMMISSION ON POLICE OFFICER STANDARDS AND TRAINING ("POST").** – Employees in the Association who have passed their initial City probation shall be eligible for additional pay as follows:

A. Intermediate Certificate

Employees shall receive five percent (5%) of base pay for earning a POST Intermediate Certificate.

B. Advanced Certificate

Employees shall receive ten percent (10%) of base pay for earning a POST Advanced Certificate.

The POST Certificate pays do not stack. An employee who receives Advanced Certificate Pay of ten percent (10%) no longer receives the five percent (5%) for the Intermediate Certificate. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be

reported as such pursuant to Title 2 CCR, Section 571(a)(2) Peace Officer Standard Training (POST) Certificate Pay.

ARTICLE 11 - TUITION REIMBURSEMENT

11.1 Tuition and/or textbook costs required to complete job-related educational courses which are taken by an employee, and which pertain directly to his or her City employment, may be reimbursed to the employee if reimbursement is recommended by the employee's department director and approved by the Assistant City Manager. An employee requesting tuition reimbursement must obtain prior approval before enrollment per Administrative Regulation 2.1. The employee participating must achieve a passing grade of a "C" or better, Credit/No Credit or a Certificate of Completion and should see that the Human Resources Manager receives a copy, where appropriate, of the employee's grade(s) before any reimbursement is provided.

11.2 The City will reimburse up to a maximum of $1,250 per fiscal year for qualifying tuition and/or textbook costs. It is the intent of the parties that any units/degrees submitted are accredited by Western Association of Schools and Colleges (WASC, www.wascweb.org), Council for Higher Education Accreditation (CHEA, www.chea.org/directories), or pre-approved by the Chief of Police and Assistant City Manager.

ARTICLE 12 - OVERTIME

12.1 Employees in the unit may earn overtime as provided by the Fair Labor Standards Act (FLSA) or per this MOU.

The City has adopted the 14 day FLSA work period (per Section 7(k) of the FLSA) for employees scheduled to work the 4/10 work schedule and the 28 day FLSA work period for employees scheduled to work the 3/12.5 work schedule. FLSA overtime is defined as overtime earned for actually working in excess of 86 hours in the 14 day FLSA work period (for employees scheduled to work the 4/10 work schedule) or for working in excess of 171 hours in the 28 day FLSA work period (for employees scheduled to work the 3/12.5 work schedule). Both of these work periods were established per Section 207(k) of the FLSA.

MOU overtime is overtime earned per this MOU in excess of the requirements of the FLSA. Employees earn MOU overtime when working outside of their regular hours except that employees will not be eligible for MOU overtime during the same 24-hour day in which they have taken or utilized paid leave time (i.e., vacation, sick, holiday, compensatory time) unless the employee receives prior approval from the Department director or designee. If an employee has utilized less than a full shift of paid leave time, the employee will only be compensated for overtime pay (1.5) when they exceed their regularly scheduled hours during that work day or shift. MOU overtime is paid at the employee's base rate of pay.

12.2 Employees will be compensated only for overtime authorized in advance by an appropriate supervisor. Generally, overtime shall be discouraged unless absolutely necessary. An employee may, with the Chief of Police's (or designee's) approval, accumulate compensatory time to be taken during subsequent pay periods, with departmental approval, up to a maximum accumulation of eighty (80) hours for each employee. Compensatory time off will be granted upon a reasonable request of the employee, and pursuant to the provisions of Police Manual Section 175 et. al. If reasonable notice is provided it will be granted unless to do so is unduly disruptive as defined by the law. No more than 40 hours of compensatory time may be taken at any one time.

An employee may cash out up to 40 hours of compensatory time on any given pay period except during the month of December. On the first pay day of December each year, employees will be cashed out of all accrued compensatory time which they have on the books.

12.3 Employees will not be eligible for overtime compensation during the same 24-hour day in which they have taken or utilized paid leave time (i.e., vacation, sick, holiday, compensatory time) unless the employee receives prior approval from the Department director or designee. If an employee has utilized less than a full shift of paid leave time, the employee will only be compensated for overtime pay (1.5) when he/she exceeds his/her regularly scheduled hours during that work day or shift.

12.4 The Chief of Police has discretion over the establishment of an overtime policy and procedure that will be implemented if compensatory time off requests reduce staffing below minimum staffing levels. The Chief agrees to meet and consult with CMPA before implementing this overtime policy and procedure.

12.5 A written request for Compensatory Time Off (CTO) shall be made and approved no later than 24 hours prior to the requested time off. The Watch Commander/Team Sergeant of the individual requesting C.T.O. shall approve or deny the request. This policy is subject to suspension in emergency situations or at the discretion of the Chief of Police or his/her designee. Employees assigned to rotating shifts may not submit a CTO request more than 30 calendar days in advance of the shift rotation in which the CTO day off would fall.

12.6 The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any hours worked beyond the normal workday will be credited to the individual actually doing the work. "Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within the shift deployment of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. Shift trades are not subject to the grievance procedure. If one individual fails to appear for the other (regardless of the reason), the person who was "traded in" will be listed as absent without leave and may be subject to disciplinary action. A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").

12.7 Fills for overtime shifts shall first be available to full-time members of the Division having the overtime and within the same classification, Police Officer for Police Officer (includes: Police Officer, and Senior Police Officer) and Sergeant for Sergeant. Superior ranking officers may fill a lower ranking position if it has not been filled a minimum of 48 hours prior to the start of the scheduled shift, or if it is the only available means of filling the vacancy. Superior ranking employees may only voluntarily fill an overtime shift vacancy in their immediate subordinate rank (e.g., Sergeant may fill for an Officer vacancy).

12.8 Members of the Department may sign up for overtime outside their Division; however, they may be bumped out of the overtime assignment up to forty-eight (48) hours before the shift begins by a full-time member of the Division with the need for the overtime.

12.9 A bumping employee shall attempt to notify the bumped employee by telephone, and he or she shall also provide a written memo to the bumped employee's Department mailbox or office. The bumping employee shall also notify and provide a copy of the written memo to the acting Watch Commander or

Bureau Commander. The acting Watch Commander or Bureau Commander shall make a notation of the bump in the respective schedule books and retain a copy of the written memo.

12.10 Employees who sign up for overtime outside their Division shall contact the acting Watch Commander or Bureau Commander within twenty-four (24) hours prior to the commencement of the overtime shift which they have signed up for to determine if they have been bumped.

12.11 All overtime which exceeds forty (40) hours shall be posted on the overtime board appropriate for the Division/Bureau. The overtime will be available to be filled based on the above defined process.

12.12 Once an employee has signed up to work an overtime shift, it is that employee's responsibility to ensure the shift is filled. Employees may only remove their name from a shift they have volunteered to work if they have found a replacement, or they receive prior approval from a ranking supervisor.

ARTICLE 13 - SPECIALTY ASSIGNMENT PAY

13.1 The City and Association recognize that special assignments out of the scope of the covered classifications of Police Officer, Senior Police Officer, and Police Sergeant will at times be required for the efficient operation of the department, and therefore these special assignments and their associated specialty assignment compensation are listed below. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571.

13.2 **FIELD TRAINING OFFICER PAY** - Employees who meet the Department established standards and are routinely and consistently assigned as a Field Training Officer (FTO) shall receive 12.5% of base salary while so assigned. Employees who take leave time off are not eligible for Field Training Officer Pay while off on leave. The parties agree, to the extent permitted by law, the compensation when routinely and consistently assigned is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

Employees who are not routinely and consistently assigned as a Field Training Officer (FTO) but are asked to fill in on a sporadic basis shall receive 12.5% of base salary for the shifts in which they are working as an FTO. The parties agree, to the extent permitted by law, the compensation for the temporary assignment is not special compensation and will not be reported as such.

13.3 **PATROL ASSIGNMENT PAY** - Employees routinely and consistently assigned to patrol shall receive two and one-half percent (2.5%) of base salary while so assigned. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

13.4 **MOTORCYCLE ASSIGNMENT PAY** - Employees routinely and consistently assigned to motorcycle duty shall receive five percent (5%) of base salary while on duty. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

Additionally, one motorcycle trainer shall receive five percent (5%) of base salary while in temporary assignment to perform routine safety checks. The parties agree, to the extent permitted by law, the compensation for the temporary assignment is not special compensation and will not be reported as such.

Each employee assigned to motorcycle duty shall maintain his or her motorcycle in an acceptable state as determined by Police Management and will be compensated three hours at time and a half at the top step base salary for the Senior Police Officer classification each pay period for the motorcycle maintenance. This pay is for the off-duty motorcycle maintenance. The parties agree, to the extent permitted by law, the compensation for the off-duty maintenance is not special compensation and will not be reported as such.

13.5 **CANINE ASSIGNMENT** - Employees routinely and consistently assigned as a Canine Officers shall receive 11.31% of base salary while on duty. The parties agree, to the extent permitted by law, this compensation is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1

The Canine Officers shall also receive pay at the rate of $15.00 per hour paid at time and one half (1.5) for seven hours per pay period for all off duty hours spent caring, grooming, feeding and otherwise maintaining their canine. The parties agree, to the extent permitted by law, the compensation for the off-duty maintenance is not special compensation and will not be reported as such.

The City and officers understand and agree that this additional compensation is intended to compensate canine officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their canine, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the officers assigned in the canine special assignment as addressed by Leever v. City of Carson City, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

13.6 **DETECTIVE / GANG UNIT / TRAFFIC INVESTIGATOR PAY** - Effective the pay period that includes the pay date of January 6, 2023, employees routinely and consistently assigned as either an Investigative Services Bureau or Special Investigations Unit Detective, Gang Unit Investigator or Traffic Investigator shall receive seven and one-half percent (7.5%) of base salary while so assigned. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

13.7 **POLICE LIAISON / ADMINISTRATION OFFICER PAY** - Effective the pay period that includes the pay date of January 6, 2023, employees routinely and consistently assigned in any of the following liaison between special groups or police administration special assignments shall receive seven and one-half percent (7.5%) of base salary while so assigned: 1) School Resources Unit; 2) Police Administration Training/Recruitment Unit; 3) South Coast Plaza Unit; 4) Community Policing Unit; and, 5) Police Administration Professional Standards Unit. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

13.8 **BILINGUAL PAY** - Employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the top step base salary for the Senior Police Officer classification depending on level of proficiency. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

A. The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2 ½% Certification:

1. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of his/her work such as explanation of procedures, obtaining personal information, instructions to victims and onlookers, among others.

2. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life-or-death nature.

3. The applicant can be understood with some repetition by a sympathetic native speaker.

4. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.

5. Accuracy is required in the present tense and gender distinctions.

6. Core vocabulary of 300-600 words.

B. The 5% Certification requires:

1. Accuracy in present and past tenses.

2. Core vocabulary of 600-1200 words.

3. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.

4. Ability to interview the victim of a crime or accident or other situation involving a native speaker of Spanish and conduct simple interrogations and investigations which could be of a life-or-death nature.

5. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

13.9 **HAZARD PAY** - $100 per month hazard pay shall be applicable to each of two (2) officers who are routinely and consistently exposed to hazardous substances and undertake hazardous materials duty. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

13.10 The City will continue payment of the assignment of special pay as set forth in Articles 13.2 through 13.9 above in the event of an industrial injury in accordance with the City's Personnel Rules and Regulations.

ARTICLE 14 – RECRUITMENT AND RETENTION INCENTIVE PAY

14.1 **RECRUITMENT AND RETENTION INCENTIVE PAY** - Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for twenty-five (25) years or more shall receive recruitment and retention incentive pay of twelve and one-half percent (12.5%) of employee's base salary.

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for twenty (20) years or more shall receive recruitment and retention incentive pay of ten percent (10%) of employee's base salary.

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for fifteen (15) years or more shall receive recruitment and retention incentive pay of seven and one-half percent (7.5%) of employee's base salary.

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for ten (10) years or more shall receive recruitment and retention incentive pay of five percent (5%) of employee's base salary.

Other civilian service will not count towards full-time sworn law enforcement service for this purpose.

The above recruitment and retention incentive pays are not cumulative. Once an employee becomes eligible for the next level of recruitment and retention incentive pay, they shall qualify for that level and no longer receive the prior level of pay (i.e., the maximum total incentive pay an employee can receive is a total of 12.5% for 25 or more years of sworn law enforcement service).

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 15 - VACATION LEAVE

15.1 **VACATIONS** - Vacation Leave is to enable employees to spend a reasonable amount of time away from their job and to return to work refreshed. Employees accrue vacation when in paid status. If an employee is absent without pay for an entire pay period, he/she will not accrue vacation for that pay period.

15.2 **ACCRUAL OF VACATION LEAVE**

A. Employees shall accrue vacation leave as follows ("Tier 1"):

1. Upon completion of one (1) year continuous full-time service but less than three (3) years of continuous full-time service an employee shall accrue ninety-two (92) hours per year that are accrued each pay period.

2. Upon completion of three (3) years of continuous full-time service, but less than five (5) years of continuous full-time service, an employee shall accrue one hundred sixteen (116) hours per year that are accrued each pay period.

3. Upon completion of five (5) years of continuous full-time service, but less than ten (10) years of continuous full-time service, an employee shall accrue one hundred forty (140) hours per year that are accrued each pay period.

4. Upon completion of ten (10) years of continuous full-time service, but less than fifteen (15) years of continuous full-time service, an employee shall accrue one hundred sixty-four (164) hours per year that are accrued each pay period.

5. Upon completion of fifteen (15) years of continuous full-time service but less than twenty (20) years of continuous full-time service, an employee shall accrue one hundred eighty-eight (188) hours per year that are accrued each pay period.

6. Upon completion of twenty (20) years or more of continuous full-time service, an employee shall accrue two hundred twelve (212) working hours per year that are accrued each pay period.

B. Vacation Accrual Implementation and Ceiling - The accrual of vacation hours is be capped at the following maximum levels based upon an employee's years of service as follows:

Tier 1

Years of Service	Annual Accrual	Maximum Accrual
1-2	92.0	184.0
3-4	116.0	232.0
5-9	140.0	280.0
10-14	164.0	320.0
15-19	188.0	320.0
20+	212.0	320.0

C. Scheduling of Vacation Leave - Employees must submit vacation requests in a timely manner to ensure that requests are granted. Vacation requests will be evaluated based on the Department's Operational needs taking into consideration the employee's specific requested time off.

D. Departmental Needs & Exception - When an employee submits a timely vacation leave request and the Supervisor and/or the Chief of Police must deny it due to the operational needs of the City and/or Department, an exception may be granted by the Chief of Police with a written explanation from the employee's supervisor and advance approval from the Chief Executive Officer. If such an exception is granted, the employee will be paid cash for any vacation time which would accrue in excess of the maximum amount allowed to be accrued. The payment will be processed for the pay period in question. There will be no approvals for vacation leave accrual beyond the maximum accrual level.

Should a scheduled Vacation Leave have to be cancelled by the Chief of Police due to the operational needs of the City/Department, and the cancellation would cause the employee to accrue above the maximum vacation accrual, an exception for a "Cash-Out" may be granted by the Chief of Police with a written explanation from the employee's supervisor

and advance approval from the Chief Executive Officer. If such an exception is granted, the employee will be paid cash for any vacation time which would accrue in excess of the maximum amount allowed to be accrued.

15.3 **VACATION LEAVE CASH OUT**

A. Vacation Leave Cash Out for 2019 and Thereafter – On or before the pay period which includes December 15 of each calendar year (which includes December 15, 2018), an employee may make an irrevocable election to cash out up to one hundred and twenty (120) hours of vacation leave which will be earned in the following calendar year at the employee's base rate of pay as follows:

An employee can cash out vacation during any quarter of the following year as long as on the date(s) chosen for cash out the employee has earned at least the amount of vacation he/she chooses to cash out. In other words, employees who made an irrevocable election to cash out vacation (up to a maximum of 120 hours for the year) shall choose to be paid out during one or more of the following payroll periods:

- Payroll period which includes April 1st
- Payroll period which includes July 1st
- Payroll period which includes October 1st
- Final Payroll period of the calendar year.

Employees will notify the Human Resources Division of which quarter(s) they wish their cash outs to be paid by the payroll deadlines as set by the Finance Department and Human Resources Division. Any remaining elected vacation hours that have not been previously paid out during the year will be paid out on the final payroll period of the calendar year.

15.4 **VACATION DONATION TO BANK** - Employees may voluntarily donate vacation hours to a vacation bank (which the City will maintain) but which is administered by the CMPA Board of Directors.

ARTICLE 16 - SICK LEAVE

16.1 **ACCRUAL OF SICK LEAVE** - Employees in the Association accrue 3.69 hours of sick leave per pay period up to a maximum of 192 hours in their SICK LEAVE BANK. Upon reaching the maximum level, the biweekly benefit of 3.69 sick leave hours may be cashed out at 100% of the employee's base rate of pay.

16.2 **PRIMARY AND SECONDARY SICK LEAVE BANKS** - Prior to the current MOU, employees were able to accrue sick leave banks entitled the primary and secondary sick leave banks. The sick leave in these banks can still be used as sick leave when employees are sick but no sick leave is accrued in these banks and the sick leave contained in the banks have no cash value. Effective on the first day of the pay period following City Council approval of this MOU, the sick leave in the primary bank shall be transferred to the secondary bank so that there is just one additional sick leave bank for employees who have accrued sick leave in either bank. It shall be called the Secondary Sick Leave Bank.

At the time of retirement from the City (defined as having applied for retirement benefits from CalPERS) an employee with sick leave in the Secondary Sick Leave Bank can convert that sick leave to service credit at the rate of 1 day = 0.004 years of service credit.

16.3 **LATERAL EMPLOYEES** - Lateral employees hired, on or after October 3, 2006, will be immediately credited with up to 80 hours in their Sick Leave Bank. Upon being hired by the City, and provided the lateral employees had sick leave accruals (that were not cashed out) at the time of leaving their former agency, the lateral employees will be credited with the corresponding sick leave accruals, up to a maximum of 80 hours. For example, if a lateral employee had 20 sick leave hours on the books at his/her former agency, he/she would be immediately credited with 20 hours at Costa Mesa.

ARTICLE 17 - BEREAVEMENT LEAVE

17.1 Whenever an employee is compelled to be absent from duty by reason of a death or critical illness where death appears imminent of grandparent, father, mother, brother, sister, (this includes step brothers and sisters) wife, husband, or child of employee, spouse, or domestic partner such employee shall, upon approval of their department director, be entitled to charge such absence as "bereavement leave" to a maximum of three (3) days of paid leave per occurrence. This leave may also be used in the case of a miscarriage by a female employee and/or employee whose spouse or registered domestic partner suffers a miscarriage. This would also apply in the case of a miscarriage by a surrogate. Any additional time that may be required must be approved by the Police Chief (and will be approved if required by law) and will be charged first to sick leave, then the employee can choose between vacation, compensatory time off or floating holiday leave. If all such leaves are exhausted it will be charged to unpaid leave if the employee does not have accrued sick leave, vacation compensatory time off or floating holiday leave. The City Manager or designee, upon written request, may grant bereavement leave to an employee for persons in other relationships to the employee than are listed above.

ARTICLE 18 - LONG TERM DISABILITY

18.1 An employee is eligible for Long Term Disability ("LTD") benefits after thirty (30) calendar days. Pursuant to the terms and conditions of the LTD Plan once eligible for LTD, an employee may exercise the option of using accumulated vacation, CTO, holiday hours and sick leave to supplement LTD payments up to an amount not to exceed 100% of monthly salary.

ARTICLE 19 - LAYOFF PROCEDURES

19.1 Because of material change in duties or organization of the Costa Mesa Police Department, or shortage of work or funds, positions represented by the Association and covered by this MOU may be subject to lay off. Thirty (30) calendar days before the effective date of a layoff, the Chief of Police shall notify the Assistant City Manager and employee subject to layoff of the layoff decision. The City's Personnel Rules and Regulations provide the policies and procedures related to the layoff of City employees.

ARTICLE 20 - DISCIPLINE

20.1 **DISCIPLINE GENERALLY** - Represented employees are sworn employees who are covered by Public Safety Officers' Procedural Bill of Rights Act. The provisions provided in this article are intended to comply with that law. Employees may be subject to discipline if they engage in misconduct or if they have any of the performance deficiencies which are set forth below in Article 20.5 which have not been addressed through performance management. Generally, performance based discipline will not occur

unless and until the employee has been given opportunities for improvement which have not been successful. Misconduct based discipline will generally use a progressive discipline approach (i.e., using discipline to modify behavior which gets progressively more severe if there is a continuation of the misconduct). However, depending on the severity of the particular misconduct, an employee could be subject to any of the various types of discipline from a warning to dismissal.

20.2 **TYPES OF DISCIPLINE** - Represented employees are subject to the types of discipline set forth below. The Chief of Police or his/her designee shall inform an employee of any proposed discipline in writing and allow the employee a reasonable opportunity to respond to the proposed discipline before being imposed.

All proposed discipline will set forth the alleged facts upon which the discipline is based, the specific expectations of change or improvement to be demonstrated by the employee, and notice that additional discipline could be imposed against the employee in the event a change in the employee's conduct or performance does not occur.

Any written documentation regarding discipline which is imposed on the employee will be entered into the employee's personnel file. An employee may be placed on administrative leave with pay pending pre-disciplinary procedures.

The following are the applicable types of discipline:

A. Written Warning

B. Written Reprimand

C. Suspension: Unless extended by approval of the City Manager or Assistant City Manager on written recommendation of the Chief of Police, the maximum period of suspension is thirty (30) calendar days.

D. Demotion: A demotion is defined a reduction in the employee's rank.

E. Reduction in Pay

F. Dismissal

20.3 **NOTICE OF PROPOSED DISCIPLINE** - Employees subject to proposed discipline will be provided with pre-deprivation procedural due process. The Notice of Proposed Discipline will set forth the alleged facts upon which the proposed discipline is based, and the employee will be provided with all documents upon which the City relied in issuing the Notice. The employee will also be notified that he or she has the right to respond to the discipline either orally or in writing and the employee has the right to be represented during any meetings (by a representative of his/her choice per Government Code section 3303(i)) at which the proposed discipline will be discussed with the employee. However, the right to respond is up the employee. The employee has the right not to respond if he/she chooses. However, if that occurs, if the Chief of Police or his/her designee imposes the proposed discipline it will be without the employee's input or response.

An employee's opportunity to respond to the proposed discipline is not intended to be an evidentiary hearing. It is a meeting to give the employee an opportunity to respond to the proposed discipline. If, as a result of the meeting, the Chief of Police or his/her designee determines that the information provided by

the employee raises doubts as to the accuracy of the information leading to the proposed discipline further investigation may be initiated to determine if the proposed discipline is warranted.

The Chief of Police will evaluate the proposed discipline in light of the employee's response, if any. Within five (5) working days of the employee's response, or other deadline for response established by the parties, the decision of the Chief of Police or designee will be transmitted in writing to the employee.

20.4 **APPEAL PROCEDURES** - Employees have the right to appeal discipline which qualifies as "punitive action" under the Public Safety Officers' Procedural Bill of Rights Act ("Act"). The Parties agree to the following appeal procedures:

A. Appeal Process for Reductions in Pay, Demotion, Suspension in Excess of 20 Hours or Dismissal

An employee desiring to appeal the Chief of Police's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be communicated to the Assistant City Manager within the 10-day period.

If, within the 10-day appeal period, the employee involved does not file an appeal, unless good cause for the failure is shown, the action of the Chief of Police shall be considered conclusive and shall take effect as prescribed. If, within the 10-day appeal period, the employee files such notice of appeal an advisory arbitration appeal hearing shall be established as follows:

1. A list of registered arbitrators will be certified by the parties. CMPMA and the City shall each submit the names of five (5) arbitrators to complete a listing of ten (10) arbitrators. The arbitrators shall be registered with the American Arbitration Association, California State Mediation and Conciliation Service or some other agreed upon recognized reputable source. Within seven (7) calendar days of the employee's request for an arbitration appeals hearing, each party may strike three or less names from the established list. If the employee or the Association fails to strike within thirty (30) calendar days, the employee is considered to have abandoned the appeal. If a mutual agreement cannot be reached between the parties as to the selection of an arbitrator from the remaining names, the matter will be heard by the listed arbitrator who is first available to hear the matter within the time frames of the process. The party to have the first opportunity to strike a name from the list of ten arbitrators shall be determined by a coin toss.

2. The selected arbitrator shall serve as the hearing officer.

3. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 90 calendar days, from the date of the filing of the appeal with the Assistant City Manager. The parties may however stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing and the identity of the hearing officer to whom the matter has been assigned.

4. All hearings shall be private; however, the employee may request to open the hearing to the public.

5. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party to the Hearing Officer, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

6. The hearing need not be conducted in accordance with technical rules relating to evidence, civil procedure and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

7. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined by an opposing party, as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that it is not necessary.

8. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   a. The party imposing discipline shall be permitted to make an opening statement;

   b. The appealing employee shall then be permitted to make an opening statement;

   c. The City shall produce the evidence on its part; the City bears the burden of proof and burden of producing evidence;

   d. The employee appealing the disciplinary action may then open his/her defense and offer his/her evidence in support thereof. The employee bears the burden of producing evidence for any affirmative defenses asserted;

   e. The parties may then, in order, respectively offer rebutting evidence, unless the hearing officer for good reason permits them to offer evidence upon their original case;

f. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

9. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on a preponderance of evidence presented. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her opinion as soon after the conclusion of the hearing as possible and in no event later than 30 days after conclusion of the hearing, absent a stipulation from the parties that a longer period of time is warranted. His/her decision shall set forth which charges, if any, are sustained and the reasons therefor. The opinion shall set forth findings of fact and conclusions.

10. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the Chief of Police.

11. The hearing officer's opinion and recommendation shall be filed with the City Manager or designee, with a copy sent to the appealing employee, and the Assistant City Manager and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

12. The City Manager or designee shall then review the hearing officer's opinion and recommendation and render a decision on the appeal within thirty (30) days of the filing of the opinion and recommendation. The decision of the City Manager or designee shall be final and conclusive. Copies of the City Manager's or designee's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager or designee. A copy of said decision shall also be served upon the parties and the employee.

13. Each party shall bear the cost of its own witness and attorney fees. The costs of the hearing and the court reporter shall be shared by the parties. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process may not apply to mutual settlements by the parties which result in an arbitration fee.

14. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager or designee, the time of such discipline shall relate back to the date the employee was disciplined or after delivery of the City Manager's or designee's decision if discipline was stayed pending the arbitration hearing. If the City Manager's or designee's decision results in a reduction or elimination of a

loss of pay which was previously recommended by the Chief of Police, the pay loss shall be restored to the employee.

15. The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this section, including the appeal of the City Manager's or designee's final determination into the California court system, which must be made in accordance with the time standards and procedures established by Section1094.6 of California's Code of Civil Procedure.

B. Appeal Process for Lower Level Discipline

The following appeal process is established pursuant to Government Code § 3304.5.

A permanent employee shall have the right to appeal suspensions of 20 hours or less, written warnings, or written reprimands in the following manner:

1. The Police Chief shall cause to be served on the employee a statement signed by the Police Chief of the specific action against the employee. This statement shall inform the employee that he/she has the right, within five (5) working days after receipt of this notice, to request an informal hearing on the action by filing the request with the Assistant City Manager.

2. If within the five (5) day appeal period the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed.

3. If within the five (5) day appeal period the employee involved files a written notice of appeal with the Assistant City Manager a time for an appeal hearing before the City Manager or designee shall be established. The date for a hearing shall not be less than ten (10) days, nor more than thirty (30) days, from the date of the filing of the appeal, unless the parties stipulate to a different date. The employee shall be notified in writing of the date, time, and place of the hearing at least seven (7) calendar days prior to the hearing.

4. The City Manager or designee shall conduct an informal hearing on the appeal. Each party shall have the opportunity to present all relevant information in support of its respective position. These proceedings may be electronically recorded and either party shall have the right to cause them to be reported by a certified shorthand reporter at the party's expense.

   a. If the action involves charges of misconduct, (i.e., allegations that the employee has violated one or more laws, regulations, procedures, or rules), the City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

5. Within ten (10) days after the conclusion of the hearing, the City Manager or designee shall deliver to the employee a final written decision, and, which shall either: (a) affirm the decision; (b) modify it by: (1) holding that certain charges were not established by a preponderance of the evidence, and/or (2) reducing the penalty, or (3) overturn the decision in its entirety. The decision shall be final and

binding on the parties and the employee, subject to their right to seek judicial review pursuant to 1094.5 and 1094.6 of the California Code of Civil Procedure.

20.5 **BASIS FOR DISCIPLINARY ACTION** - The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance record. Disciplinary action shall be based upon any of the following grounds:

A. Fraud in securing employment or making a materially false statement on an application for employment or on any supporting documents furnished with or made a part of any application.

B. Incompetence such as failure to comply with the minimum standards for an employee's position for a significant period of time.

C. Neglect of duty, such as failure to perform the duties required of an employee's position.

D. Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.

E. Dishonesty involving or affecting employment.

F. Being under the influence of alcohol or intoxicating drugs while on duty without a prescription. Unauthorized use of alcohol or any intoxicating drugs while on duty, or bringing alcohol or controlled substances onto any City work area, including work areas which are located away from the City Hall or Police Headquarters if the employee is on duty, without authorization from management.

G. Abuse of alcoholic beverages, narcotics or any habit forming drug, in violation of the City's drug testing policy.

H. Inexcusable absence without leave.

I. Conviction of a felony or conviction of a misdemeanor. A plea or verdict of guilty, or a conviction following a plea of nolo contenders, to a charge of a felony or misdemeanor is deemed to be a conviction within the meaning of this section.

J. Discourteous treatment of the public.

K. Improper or unauthorized use of City property.

L. Violation of the rules and regulations of the Police Department.

M. Any act or conduct undertaken which is of such a nature that it causes discredit to fall upon the City, the employee's department or division, whether during or outside of duty hours.

N. Failure to maintain proper conduct during working hours causing discredit to the employee's department or division.

O. Fighting, threats of bodily harm or causing an assault on a fellow worker without justification.

P. Misuse of City records or information obtained for use outside the scope of their employment.

Q. Falsification of City records, including the intentional omission of relevant or required information.

R. Willful destruction of City property

S. Abuse of sick leave.

T. Knowingly failing to follow the procedures governing grievances when pursuing a grievance.

U. Inattention to duty, tardiness, carelessness or negligence in the care and handling of City property, private property in their care or Departmental business.

V. The employee's failure to resolve a physical or mental infirmity(s) or defect(s), when it is within the capacity of the employee to do so and when so directed by his/her supervisor.

W. Outside employment, which conflicts with the employee's position or the mission of the Department, and is not specifically authorized by the Chief of Police.

X. Acceptance from any source of a reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties. This does not include items of recognition, such as commendation, certificates and other such incidents of office which may be presented to officers in recognition of superior performance or a job well done, so long as the presentation does not include any sort of payment or compensation for the performance of the officer's duty.

Y. Falsification of any City report or record, or of any report or record required to be, or, filed by the employee or which the employee causes to be filed.

Z. Violation of any of the provisions of the City Code, ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the City Council, Chief Executive Officer, department manager or supervisor.

AA. Engaging in political activities precluded by State or Federal law.

BB. Other acts which are incompatible with service to the public.

CC. Violation of the City's harassment policy.

ARTICLE 21 - GRIEVANCE PROCEDURES

21.1 **DEFINITION** - A "grievance" is a formal, written allegation by an employee or the Association (referred to as "grievant") that there has been a violation, misinterpretation or misapplication of this Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. The grievance procedure is the sole and exclusive method to resolve any grievance as defined herein.

21.2 **PROCEDURE**

A. Informal Resolution: Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without any discrimination against employees who may seek to resolve a grievance by invoking this procedure. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant (either an employee or the Association) knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal meeting with the grievant's immediate supervisor. The supervisor shall respond with a decision within ten (10) calendar days after meeting with grievant.

B. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the answer from his/her supervisor, may request and be granted an interview with the division manager, if one exists, in order to further discuss the grievance. The division manager shall respond with a decision within ten (10) calendar days after meeting with grievant.

C. If the grievant and the division head cannot reach a solution to the grievance, the grievant may, within seven (7) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted an interview with the Chief of Police within seven (7) calendar days of the grievant's request to discuss the grievance to try and reach a resolution which is satisfactory to the grievant. The Chief of Police shall meet with the employee within seven (7) calendar days unless the date is mutually extended between the Chief and the grievant. If the grievant and Chief of Police cannot satisfactorily resolve the grievance, the Chief of Police will issue a written decision regarding the grievance within fifteen (15) calendar days after meeting with the grievant.

D. The grievant may, within ten (10) calendar days from the date of the decision by the Chief of Police, submit a written request with the Human Resources Department requesting advisory arbitration.

E. A list of registered arbitrators will be certified by the Parties. CMPA and the City shall each submit the names of five (5) arbitrators to complete a listing of ten (10) arbitrators. The arbitrators shall be registered with the American Arbitration Association, California State Mediation and Conciliation Service or some other agreed upon recognized reputable source. Within seven (7) calendar days of the employee's request for an arbitration appeals hearing, each party may strike up to three names from the established list. If the employee or CMPA fails to strike within thirty (30) calendar days, the employee is considered to have abandoned the appeal. If a mutual agreement cannot be reached between the parties as to the selection of an arbitrator from the remaining names, the matter will be heard by the listed arbitrator who is first available to hear the matter within the time frames of the

process. The party to have the first opportunity to strike a name from the list of ten arbitrators shall be determined by a coin toss.

F. The selected arbitrator shall serve as the hearing officer.

G. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 90 calendar days, from the date of the filing of the appeal with the Assistant City Manager. The parties may however stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing and the identity of the hearing officer to whom the matter has been assigned.

H. All hearings shall be private; however, the employee may request that the hearing be open to the public.

I. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party to the Hearing Officer, not less than seven (7) calendar days prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

J. The hearing need not be conducted in accordance with technical rules relating to evidence, civil procedure and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

K. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

L. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The grievant shall be permitted to make an opening statement;

2. The City's representative shall then be permitted to make an opening statement;

3. The grievant shall produce the evidence on his/her part; the employee bears the burden of proof and burden of producing evidence;

4. The City's representative may then open his/her defense and offer his/her evidence in support thereof;

5. The parties may then, in order, respectively offer rebutting evidence, unless the hearing officer for good reason, permits them to offer evidence upon their original case;

6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

M. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on a preponderance of evidence presented. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her opinion as soon after the conclusion of the hearing as possible and in no event later than 30 days after the conclusion of the hearing, absent a stipulation from the parties that a longer period of time is warranted. His/her advisory decision shall set forth why the grievance should or should not be sustained based on the evidence presented.

N. The City Manager or designee shall then review the hearing officer's advisory opinion and recommendation and render a decision on the appeal within thirty days of the filing of said opinion and recommendation. The decision of the City Manager or designee shall be final and conclusive subject to judicial review pursuant to California Code of Civil Procedure Section 1094.5. Copies of the City Manager's or designee's decision, including the hearing officer's recommendation(s) and a copy of said decision shall also be served upon the parties and the employee by first class mail.

O. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer if the officer is not an employee of the City. These fees also include the fee of the court reporter and the costs of preparing the transcripts of the hearing. Each party shall bear the cost of its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

P. If the time limits for processing the employee's grievance at any step defined above should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager or designee fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.

Q. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Chief of Police in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.

R. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and CMPA.

S. The settlement terms of a grievance which is processed by the Association shall not conflict with the express provisions of this MOU.

T. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

ARTICLE 22 - SENIOR POLICE OFFICER CLASSIFICATION

22.1 Senior Police Officers will retain the classification of Senior Police Officer until promotion, demotion or retirement. It is the intent of the parties that the classification of Senior Police Officer will be phased out and the parties agree that no promotions will be made into this classification.

ARTICLE 23 - HOLIDAY PAY

23.1 The following Holiday Pay provisions are effective May 1, 2023.

23.2 **DESIGNATED HOLIDAYS** - The following are the City designated holidays for employees covered by this agreement:

New Year's Day January 1st	Juneteenth June 19th	Thanksgiving Day 4th Thursday in November
Martin Luther King, Jr. 3rd Monday in January	Independence Day July 4th	Day after Thanksgiving 4th Friday in November
President's Day 3rd Monday in February	Labor Day 1st Monday in September	Christmas Day December 25th
Memorial Day Last Monday in May	Veteran's Day November 11th	

23.3 In the event any of the above holidays fall on Saturday, the preceding Friday will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed. All employees covered by this agreement work in positions that require scheduled staffing without regard to holidays.

23.4 Prior to the beginning of each calendar year, employees must irrevocably elect for the next year to either receive holiday leave (in which case they will receive 11.818 hours for each holiday for a total of 130

hours of holiday leave which they can use either on the actual holiday or work on the holiday and use at another time) or cash out for the holidays (in which case they will receive 9.454 hours for each holiday for a total 104 hours of holiday pay.

23.5 Employees who irrevocably elect (prior to the end of the calendar year for the following calendar year) the cash out option will receive a holiday pay bank of 96 hours beginning the first pay period for the new payroll year. This holiday pay bank may be cashed out at any time during the year. At the end of the payroll year any remaining holiday pay will be cashed out. Throughout the payroll year, if an employee, who has selected holiday pay, decides to take a holiday off, he/she must use either vacation or comp time, to cover the leave since he/she received holiday pay. Holiday pay cannot be converted into leave or compensatory time off. For employees defined as "Classic Members", the parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571. For employees defined as "New Members", the parties agree, to the extent permitted by law, the compensation in this section is not special compensation and will not be reported as such.

23.6 Employees who irrevocably elect (prior to the end of the calendar year for the following calendar year) to earn holiday leave rather than holiday pay will receive a bank of 120 hours. The hours will be available the first pay period of the new payroll year. Employees will have holiday leave available to use during the year, including (assuming if the employee requests and is approved for taking a holiday off, an actual holiday). However, employees must make a request to use holiday leave at least four (4) working days prior to the requested time off. Approval of the time off request will be based upon available staffing needs and the needs of the employee. At the end of the payroll calendar year, any remaining holiday hours will be cashed out on the last payroll of the payroll calendar year.

23.7 If an employee separates from the service of the City and has used or been paid for holiday pay in advance of the date(s) or day(s) the holidays actually occurred, the City will deduct the cash value for holiday benefits already paid, but unearned at the time of separation from employee's the final paycheck.

23.8 Employees are only eligible for holiday pay for the designated holidays that occur during the term of their employment (e.g., an employee hired on January 10, will not be eligible for holiday pay for New Years Day for the calendar year of their hire, but would be eligible for Martin Luther King Day and any further designated holidays which fall during their employment).

23.9 **ADDITIONAL HOLIDAY** - If the City provides an additional holiday to any other employee group during the term of this contract, the City will also provide that additional holiday to employees covered by this agreement.

ARTICLE 24 - UNIFORM MAINTENANCE ALLOWANCE

24.1 The City provides uniforms or uniform allowance for employees represented by the Association. The City will continue to replace, repair and maintain uniforms worn in the line of duty. The average cost of the uniforms/uniform allowances are reported as $17 per pay period. The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571.

24.2 Officers not currently assigned to the Operation Division will have a complete uniform for duty wear. The officers may replace worn equipment or uniforms in the same manner as officers assigned to the Operation Division in addition to the $500.00 annual clothing allowance currently paid to employees

working plain clothes assignments. The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571.

ARTICLE 25 - SENIORITY

25.1 Seniority is determined by length of continuous and uninterrupted service in each employee's respective classification. For seniority calculations for layoffs, time in recruit status is also considered as part of the employee's total service. Seniority is used for shift selection and selection of vacation. Seniority for purposes of layoff is addressed in the Personnel Rules and Regulations.

ARTICLE 26 - WORK SCHEDULES

26.1 The Chief of Police with the approval of the City Manager shall have the ability to implement alternate regular work schedules, provided that the Chief of Police and the CMPA mutually agree upon such schedule. If no agreement can be made between CMPA and the Chief, then the existing four-day work week, ten-hour day (4-10) remains in effect. Seniority will determine the order in which employees select their yearly work schedules.

ARTICLE 27 - SCHEDULING

27.1 The annual selection of schedules and shifts/watch (watch is synonymous with shift) for Patrol and Traffic personnel shall begin upon the completion of the rotation selection and shall conclude as soon as practical, preceding the January starting date of the new shifts. All classifications represented by this MOU will make a selection as soon as practical, but in no case to exceed 24 hours after a request by the supervisor(s) overseeing the process. If a published schedule requires modification during the initial selection process, then the entire selection process will be repeated. Both parties acknowledge the provisions identified in this article are not all inclusive and Management retains the right to establish any other rules for the selection of work schedules not identified within this MOU.

27.2 Seniority rights in each job classification determine the order of annual shift, schedule and vacation selection. Employees who elect to make an approved shift or schedule trade with another employee assume the seniority of the employee with whom they traded, for shift purposes only, for the length of the trade.

27.3 Priority for vacation selection is based upon the employee's seniority on the watch (i.e., AM/Days/PM/Relief) in which the vacation will occur. Management retains the right to determine the number of personnel that may be allowed on vacation on any particular shift or assignment.

27.4 Any new work schedule(s) or shift introduced into an existing schedule during the year, will be available for selection by those working in that same assignment in order of seniority. A "new" work schedule or shift as defined in this section shall not include "short shift" positions that exist within an existing schedule that may have not been filled initially, but became available during the calendar year due to increased staffing. Assignments are defined as the Bureau, Detail, or Patrol Area in which the new work schedule was introduced. Any subsequent vacancies that occur due to this selection process will also be made available in order of seniority within the same assignment in which the vacancy occurs. Management retains the right to assign the least senior employee to any shift left vacant by the selection process.

27.5 If a mid-shift vacancy occurs within an existing work schedule, management retains the right to assign personnel as needed. A "short shift" position that existed within an existing schedule that was not filled initially, but became available during the calendar year due to increased staffing is considered a mid-shift vacancy. At the next scheduled rotation any such vacancy, which remains available for selection will be made available to personnel in the same Patrol Area (if the vacancy is in Patrol) and on the same shift (i.e., AM/Day/PM/Relief) for all uniform personnel.

27.6 In the case of a mid-shift vacancy due to a promotion, the following rules will apply:

- Patrol Sergeant: The vacated work schedule (and any subsequent vacancies created by this process) will be available for selection by any other sergeant on that shift (i.e., AM/Day/PM) in order of seniority.

27.7 Management retains the right to assign the least senior Sergeant to any work schedule left vacant by the above selection process. Refer to Police Department Policy Manual Section 1988 for mid-year vacancies involving a one for one planned rotation exchange.

27.8 Management retains the right to determine what work schedules will be made available for selection based upon available staffing levels. Management also retains the right to assign personnel, in recognition of their respective seniority, to vacant work schedules as necessary to fill staffing needs.

27.9 No employee will be forced to work the A.M. shift for a full calendar year. If the selection process creates this situation, then management retains the right to adjust schedule selections as necessary based upon seniority.

27.10 All personnel in the represented classifications are subject to overtime draft as needed.

27.11 Employees who work the PM and AM shifts which overlap during a scheduled shift change, will be compensated for each full shift as scheduled, (at straight time). If an employee is approved to take time-off on either or both of these shifts, they shall use the same numbers of leave hours as they would have been compensated for. An employee may use Z-Time to account for the time taken off during the overlapping hours.

27.12 Employees whose work shift is affected by the change of Day Light Savings Time or Standard Time changes or shift changes, will be compensated for the full shift as scheduled. If hours worked are in excess of the scheduled shift, they will be compensated for actual hours worked.

ARTICLE 28 - PROHIBITION OF TOBACCO

28.1 The on-duty use of tobacco in any form (cigarettes, cigars, e-cigarettes ["vaping"] and related tobacco products and technologies) is prohibited for all represented employees in the bargaining unit. This provision applies to employees hired after the approval of the MOU dated September 1, 2004.

ARTICLE 29 - RETURN TO WORK POLICY

29.1 **PHYSICIAN RELEASE** - The City has implemented through an Administrative Regulation a "Return to Work Policy" for employees who are released by their physician(s) to return to work for full duty in the manner set forth in Appendix A.

REPRESENTATIVES OF THE
COSTA MESA POLICE ASSOCIATION

VIJAY CHAWLA
CMPA President

JAMES BROWN
CMPA Negotiations Team Member

#615
JESSE CHARTIER
CMPA Negotiations Team Member

GUYON FOXWELL
CMPA Negotiations Team Member

JONATHAN TRIPP
CMPA Negotiations Team Member

REPRESENTATIVES OF THE
CITY OF COSTA MESA

CECILIA GALLARDO DALY
Interim City Manager

ALMA L. REYES
Acting Assistant City Manager

CAROL MOLINA
Finance Director

KASAMA LEE
Human Resources Manager

CATHLEEN SERRANO
Acting Senior Budget Analyst

TEMPORARY LIMITED/MODIFIED DUTY

I. Purpose

The purpose of this Administrative Regulation is to establish a uniform procedure for utilizing employees who have been released to return to work with temporary work limitations or restrictions by a licensed physician due to occupational or non-occupational injuries or illnesses; to promote effective use of valuable employee resources to maintain departmental productivity at the highest levels possible and to reduce the cost of employee absences.

II. Policy

Departments are encouraged to provide suitable temporary modified duty assignments in accordance with a doctor's work release instructions, whenever meaningful and/or needed work can be performed by the recuperating employee.

III. Procedures

A. An employee, who is off work on personal leave, or industrial accident leave, is to notify his/her department immediately when any type of limited/modified duty work release has been obtained from his/her doctor. A sample "Medical/Return to Work Release" form is attached and may be considered for use by departments. Fire Department employees will use the form only to verify that the job description was reviewed by the treating physician.

B. The department should evaluate the nature of the work limitations or restrictions imposed, review the work needs of the department, and identify a suitable assignment. The temporary assignment may be in the same, equal, or lower job classification. Risk Management should be consulted on all cases involving work-related injuries or illnesses before instituting the modified duty assignment.

C. In cases of industrial accident leave, if the employee's own department does not have suitable modified duty to offer, Risk Management may arrange for a temporary alternate assignment to be provided within another City department. Sworn Police Officers will not be placed in a temporary alternate assignment outside of the Police Department.

D. A temporary limited/modified duty assignment should not be altered, nor an employee returned to full and unrestricted duty, without the appropriate written medical clearance to do so.

E. Employees off work on industrial accident leave who fail to notify their departments when given any type of a work release, may be subject to disciplinary action.

IV. Effective Date

The effective date of this revised Administrative Regulation is September 3, 1971, and subsequently revised on July 30, 2000.

STEVEN E. HAYMAN
ADMINISTRATIVE SERVICES DIRECTOR

ALLAN L. ROEDER
CITY MANAGER