

Memorandum of Understanding

Between

The City of Azusa

And



Azusa Police Management Association

January 1, 2021 – December 31, 2024

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**CITY OF AZUSA
AZUSA POLICE MANAGEMENT ASSOCIATION
MEMORANDUM OF UNDERSTANDING
JANUARY 1, 2021 THROUGH DECEMBER 31, 2024**

This Memorandum of Understanding is entered into with reference to the following facts:

- (1) The Azusa Police Mid-Management Association (APMA) (hereinafter referred to as “Association”) is the recognized employee organization representing those personnel (hereinafter referred to as “employees”) employed by the City of Azusa (hereinafter referred to as “City,”) and occupying classifications of:
 - (a) Police Lieutenant
 - (b) Police Sergeant
- (2) In the interest of maintaining harmonious relations between the City and those employees represented by the Association, authorized representatives of the City and the Association have met and conferred in good faith, exchanging various proposals concerning wages, hours and other terms and conditions of employment to affected employees.
- (3) The authorized representatives of the City and the Association have reached an understanding and agreement as to certain changes in wages, hours and other terms and conditions of employment of the affected employees which shall be submitted to the City Council of the City of Azusa for approval and implementation of these changes by appropriate ordinance, resolution, or other lawful action.

Therefore, the City and the Association agree that, subject to the approval and implementation by the City Council of the City, the wages, hours, and other terms and conditions of employment for all affected employees shall be as follows:

1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on January 1, 2021, and shall continue through December 31, 2024.

2. TOTAL COMPENSATION

As a matter of philosophy, the Association and the City agree that compensation consists of terms and conditions of employment other than those represented solely by salary. Further, the City and the Association recognize that the changes in wages, hours and other terms and conditions of employment as set forth in this Memorandum of Understanding constitute additions to the total compensation received by affected employees.

3. NON-DISCRIMINATION

3.1 Protection of Rights

3.1.1 The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with Government Code Section 3500, et seq.

3.2 Anti-Discrimination

3.2.1 The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provisions of this Agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.

4. SEPARABILITY

4.1 Should any provisions of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

5. MAINTENANCE OF EXISTING BENEFITS

5.1 Except as provided herein, all wages, hours and economic terms and conditions of employment presently enjoyed by employees shall remain in full force and effect during the entire term of this Memorandum of Understanding unless mutually agreed to the contrary by both parties hereto.

6. CITY RIGHTS

6.1 Management Rights

6.1.1 The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision(s) of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Memorandum of Understanding or by law, shall include, but not be limited to, the following:

APMA MEMORANDUM OF UNDERSTANDING, JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

- 6.1.1.1 To manage the City generally and to determine the issues of policy.
- 6.1.1.2 To determine the existence or nonexistence of facts, which are the basis of the Management decision.
- 6.1.1.3 To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- 6.1.1.4 To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- 6.1.1.5 To determine methods of financing.
- 6.1.1.6 To determine types of equipment or technology to be used.
- 6.1.1.7 To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- 6.1.1.8 To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City.
- 6.1.1.9 To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- 6.1.1.10 To relieve employees from duties for lack of funds or lack of work or similar non-disciplinary reasons
- 6.1.1.11 To establish and modify productivity and performance programs and standards.
- 6.1.1.12 To discharge, suspend, demote or otherwise discipline employees for proper cause.
- 6.1.1.13 To determine job classification and to reclassify employees.
- 6.1.1.14 To hire, transfer, promote or demote employees for non-disciplinary reasons in accordance with this Memorandum

of Understanding and applicable Resolutions and Codes of the City.

- 6.1.1.15 To determine policies, procedures and standards for selection, training and promotion of employees.
- 6.1.1.16 To establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith.
- 6.1.1.17 To maintain order and efficiency in its facilities and operation.
- 6.1.1.18 To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City, which are not in contravention with this Agreement.
- 6.1.1.19 To take any and all necessary action to carry out the mission of the City in emergencies.

6.2 Conformance with Rules

- 6.2.1 The City shall have the right to exercise the rights provided in sections “9” through “16” of the Management rights clause, in accordance with the Personnel Rules and Regulations as they exist as of May 16, 1988, and shall exercise these rights in conformance with the Personnel Rules and Regulations.

6.3 Meet and Confer

- 6.3.1 Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management’s rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless that matter of the exercise of such rights is provided for in this Memorandum of Understanding, or in Personnel Rules and Salary Resolutions and Administrative Code(s) which are incorporated in this Agreement. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City Rights, Management’s discretion in the exercise of these rights shall not be diminished.

7. WORKWEEK AND TIMEKEEPING INTERVAL

7.1 Workweek

7.1.1 The regular workweek for all employees covered by this agreement shall be forty (40) hours for a seven (7) day period beginning at 12:01 a.m. each Sunday and shall consist of four (4) days a week and ten (10) hours per day Monday through Thursday. Daily hours of work or shifts for employees within departments shall be assigned by the department head, as required to meet the needs of the department.

7.2 Workday

7.2.1 Police Lieutenant:

For employees assigned to operations and administrations, the workday will consist of ten (10) hour work days with lunch and breaks to be scheduled in light of department policy.

7.2.2 Police Sergeant:

For employees who are scheduled to work a 3/12.5 schedule, the workday will consist of 12.5 hours and a 10-hour make-up day each 28-day work period.

7.2.3 Police Detective Bureau Assignment:

For employees assigned to *Detectives*, the workday will consist of ten (10) hour work days with lunch and breaks to be scheduled in light of department policy.

7.2.4 The City reserves the right to determine the beginning and ending times of the workday for all employees covered by this agreement.

7.3 Timekeeping Interval

7.3.1 Police Lieutenant and Police Sergeant:

7.3.1.1 In compliance with FLSA regulation for non-exempt, the minimum timekeeping interval shall be fifteen (15) minutes. Periods of time of seven (7) minutes or less shall be rounded down, and periods of time of eight (8) minutes or more shall be rounded up.

7.3.2 Police Sergeant:

7.3.2.1 The parties acknowledge that to maintain the 3/12.5 schedule it is necessary to maintain a work period in accordance with section 7(k) of the FLSA. The parties agree the work period will remain

to be a 28-day work period. The city will pay overtime compensation to Police Sergeants as follows:

- 7.3.2.1.1 Working more than their regularly scheduled hours on a given day or
- 7.3.2.1.2 Working more than 160 hours over a 28 day FSLA work period.

8. SALARY

- 8.1 A total COLA of thirteen percent (13%) will be provided over a four-year contract period.
 - 8.1.1 Effective January 1, 2021, the City shall provide a one-time lump sum payment of five hundred dollars (\$500.00) to all PMA members currently covered under the POA MOU as of January 1, 2021.
 - 8.1.2 Effective August 1, 2021 all employees will receive a four percent (4%) increase to base pay.
 - 8.1.3 Effective August 1, 2022 all employees will receive a four percent (4%) increase to base pay.
 - 8.1.4 Effective August 1, 2023 all employees will receive a five percent (5%) increase to base pay
- 8.2 Effective January 1, 2021, if any Police Officer or Corporal is promoted to Sergeant at an equivalent salary step of an existing Sergeant(s), the existing Sergeant(s) at that same salary step, may be moved to the next higher salary step of the Sergeant range at the recommendation of the Chief of Police; in that case, a new merit anniversary date will be established for the Sergeant(s) moved up to a new salary step.
- 8.3 Automatic Payroll Deposit
 - 8.3.1 The City will continue to offer Automatic Payroll Deposit in cooperation with any bank that utilizes the Automated Clearing House service.

9. ADDITIONAL COMPENSATION/PREMIUM PAY

- 9.1 Acting Employee
 - 9.1.1 An employee otherwise eligible for acting pay shall not be eligible during scheduled periods of Vacation or when on Sick Leave

9.2 Bilingual Pay

- 9.2.1 In addition to monthly basic pay, the City shall pay an incentive to personnel demonstrating a proficiency in a major foreign language if they are assigned and required to speak and translate the language in performance of their duties.
- 9.2.2 Such additional payment is conditional upon demonstration of language proficiency by a qualified third-party examiner mutually agreed upon by both the City and the Association.
- 9.2.3 The incentive paid shall be \$250 per month; provided, however, that employees receiving a greater dollar amount for bilingual pay on the effective date of the MOU shall continue to receive the higher dollar amount.

9.3 Callout

9.3.1 Police Lieutenant and Police Sergeant:

- 9.3.1.1 If an employee occupying the position of Lieutenant or Sergeant is required to be called back to work after completing his or her normal shift or after having left City premises or the employee's work location, the employee shall be compensated at the appropriate rate for each hour worked on *Callout* with a minimum of (2) hours *Callout* compensation, regardless of whether the employee actually works less than two (2) hours. This provision shall be applicable to an employee even though the employee's regular workweek is not complete but shall not apply to an employee who is continuing on duty for his/her normal work shift. For the purposes of this section only, the time starts when the *Callout* call is received by the employee.

9.3.2 Appropriate Rate of Pay for Callout

- 9.3.2.1 The rate of pay for *Callout* shall be one and one-half (1 1/2) times the normal rate of pay. *Callout* may be entered as *Premium Overtime* or as *Compensatory Time Earned*.

9.4 Deferred Compensation (City-paid)

9.4.1 Police Lieutenant:

- 9.4.1.1 Effective January 1, 2021, The City shall increase the deferred compensation amount to \$325 per month.

9.4.2 Police Sergeant:

9.4.2.1 Effective January 1, 2021, the City shall increase the deferred compensation amount to \$275 per month.

9.5 Educational Incentive Pay

9.5.1 The following is the educational incentive pay from an accredited college or university for Lieutenant and Sergeant:

The above incentive pay shall not apply to an employee whose job description has an equivalency requirement for either an Associate in Arts or Science degree or a Bachelor of Arts or Science degree.

<u>Classification</u>	<u>Master's or Doctoral Degree</u>	<u>An AA/AS Degree or Intermediate POST with 45 semester or equivalent quarter units</u>	<u>BA/BS Degree or Advanced POST Certificate with sixty (60) semester or equivalent quarter units</u>
<u>Lieutenant</u>	<u>\$600</u>	<u>2.5% of base rate, not to exceed \$125</u>	<u>5% of base rate, not to exceed \$250</u>
<u>Sergeant</u>	<u>\$500</u>	<u>2.5% of base rate, not to exceed \$125</u>	<u>5% of base rate, not to exceed \$250</u>

9.5.2 Police Lieutenant and Police Sergeant:

9.5.2.1 An employee shall be entitled to only one (1) increment of education incentive pay regardless of the number of qualifying degrees or certificates he or she possesses.

9.6 Longevity Pay

9.6.1 Effective January 1, 2021, City is agreeable to the monthly amounts and years of service listed in below table.

Years of Service	Azusa Service Only	All Sworn Service (after working for Azusa for a minimum of 5 years)
7	\$100	\$100
10	\$200	\$200
15	\$300	\$300
20	\$400	\$400
25	\$600	\$600

(ex. A lateral with 5 years of experience prior to coming to work for the City, after working for the City for 5 years, would then obtain the 10-year longevity pay for all sworn law enforcement service or a lateral with 3 years of experience prior to coming into the City, after working for the City for 5 years, would then obtain the 7-year longevity pay for all sworn law enforcement service).

Upon ratification of the MOU to receive pay for all sworn service years, the Officer shall submit a list of service years from each agency worked for within 60 days to be verified by Human Resources. A Personnel Action Form from the department must accompany this request. Pay for all Officers employed by the City at time of ratification would be retroactive to 1/1/2021 upon completion of verification. Pay for employees who reach 5 years of service with the City of Azusa after ratification shall be effective the first pay period following verification by Human Resources.

Longevity pay will be reviewed on an annual basis and all changes made as employee's progress through the tiers will be adjusted the first pay period in December with the payment being retroactive to their longevity anniversary date.

Longevity for sworn status will in no way supersede seniority as defined in the Azusa Civil Service Rules.

Members currently receiving a benefit higher per 9.6.2 will continue to receive the higher amounts of that schedule if hired prior to August 1, 2000. 9.6.2 The monthly longevity pay for employees hired prior to August 1, 2000, shall be in accordance with the following schedule:

POLICE SERGEANT

7 yrs	\$141.25
10 yrs	\$282.50
15 yrs	\$423.74
20 yrs	\$564.99
25 yrs	\$765.00

POLICE LIEUTENANT

7 yrs	\$171.40
10 yrs	\$342.80
15 yrs	\$514.20
20 yrs	\$685.59
25 yrs	\$885.50

9.7 Off-Duty Court Appearance Time

9.7.1 Police Lieutenant and Police Sergeant:

9.7.1.1 Off-duty Court Appearance Time is applicable only for court appearances scheduled to begin during off-duty hours by employees occupying the position of Lieutenant and Sergeant. Court Time during regularly scheduled working hours shall be compensated at straight time on an hour-for-hour basis.

9.7.1.2 The City agrees to pay for Off-Duty Court Appearance Time on an hour-for-hour basis with a minimum of four (4) hours of pay at the appropriate rate (currently time and one-half). For example, if an employee's shift begins at 3 p.m. and the employee's Off Duty Court Appearance begins at 2 p.m., the employee will be entitled to a minimum of four hours of Off-Duty Court Appearance Time pay. Off Duty Court Appearance Time shall begin to accrue as early as 8:30 a.m. or the Court-requested show-up hour, whichever is later. In cases where the appearance is canceled by the Court (either directly or through the Department), the employee must be personally notified of such cancellation by the Department no later than 6:00 p.m. of the previous court day, or a guaranteed minimum of four (4) hours of Off-Duty Court Appearance Time shall apply. "Personal" notification shall be defined as any one

of the following (to be agreed upon in advance between the employee and the department Court Officer):

9.7.1.2.1 In person,

9.7.1.2.2 To a responsible message taker, or

9.7.1.2.3 Via an answering machine or voice mail

9.7.1.3 Hour for Hour Traffic Court – Upon being served with a “Be-In-Court” subpoena for traffic related proceedings, members of the APMA will be compensated with overtime if off-duty based upon the amount of time they actually spend in court or at least a four (4) hour minimum, whichever is greater. If the Court or the Department requires an employee who makes an *Off-Duty Court Appearance* to also stand by on the same day (for that appearance and/or another one), the employee shall be entitled to receive pay for one of the following, whichever of the above is greater:

9.7.1.3.1 The actual time in Court (or the four-hour Court Time minimum, whichever is greater), plus the actual time standing by; or

9.7.1.3.2 The actual time standing by (or the four-hour *Standby Time* minimum, whichever is greater) plus the actual time in Court;

9.8 Standby (“Court On Call”) Pay

9.8.1 Police Lieutenant and Police Sergeant:

9.8.1.1 The City agrees to pay for court Standby Time (or other “On Call” time) by employees occupying the positions of Lieutenant and Sergeant on an hour-for-hour basis with a minimum of four (4) hours of regular pay. Court Standby Time shall begin to accrue as early as 8:30 a.m. or the court-requested show up hour, whichever is later, and shall continue no later than 5:30 p.m. In cases where the appearance is canceled (either directly by the Court or through the Department), the employee must be personally notified of such cancellation by the Department no later than 6:00 p.m. of the previous court day, or a guaranteed minimum of four (4) hours of Standby Time shall apply. “Personal” notification shall be defined as any one of the following (to be

agreed upon in advance between the employee and the department Court Officer):

9.8.1.1.1 In person,

9.8.1.1.2 To a responsible message taker, or

9.8.1.1.3 Via an answering machine or voice mail

9.9 Overtime/Compensatory Time

9.9.1 Police Lieutenant and Police Sergeant:

9.9.1.1 Lieutenants and Sergeants shall be entitled to Overtime Pay or Compensatory Time off for all hours worked in excess of ten (10) hours in one workday or forty (40) hours within the employee's regular workweek in accordance with City policy and FLSA. For the purposes of this agreement, Holiday Pay, Sick Leave, and other Compensated Time off shall count for the hours. Overtime Pay or Compensatory Time off for overtime shall be accumulated in no less than fifteen minutes per day increments. When an employee works less than fifteen minutes per day of overtime, the employee shall not receive Compensatory Time for such overtime.

9.9.2 Police Sergeant:

9.9.2.1 Employees scheduled to work the 3/12.5 schedule shall be entitled to *Overtime Pay* or compensatory time off at the rate of one and one-half (1½) times the employee's hourly rate for:

9.9.2.2 Working more than their regularly scheduled hours on a given day *or*

9.9.2.3 Working more than 160 hours over a 28 day FLSA work period. In order to be entitled to any compensation for overtime hours worked, such overtime work must have been authorized by the department head or the City Manager. Accumulated Compensatory Time not taken off in the pay period in which it was earned, may be carried over to a maximum of 480 hours (320 hours worked at time-and-one-half would equal 480 hours).

9.10 Special Assignment Pay

9.10.1 Police Lieutenant:

9.10.1.1 In addition to base monthly salary, the following assignments for the classification of Lieutenant, when made by the Chief of Police or his designee, shall receive ten (10) hours per month of Standby time, at the Premium rate (currently time-and-one-half):

9.10.1.1.1 Detective Lieutenant

9.10.2 Police Sergeant:

9.10.2.1 In addition to monthly basic pay, the following assignments, when made by the Chief of Police or his designee, shall receive a minimum of ten (10) hours per month of Standby time, at the Premium rate (currently time-and-one-half):

9.10.2.1.1 Detective Sergeant

9.10.2.1.2 SET Detective Sergeant

9.10.3 Traffic Division Sergeant:

9.10.3.1 In addition to monthly basic pay, the following assignment(s), when made by the Chief of Police or his designee, shall receive a five percent (5%) salary incentive.

9.11 Shift Differential

9.11.1 Police Lieutenant:

9.11.1.1 Police Lieutenants assigned to the following shifts will be compensated for all hours worked as follows:

9.11.1.1.1 Swing Shift: additional \$.64 per hour

9.11.1.1.2 Morning Shift: additional \$1.27 per hour

9.11.2 Police Sergeant:

9.11.2.1 Employees assigned to the following shifts will be compensated for all hours worked as follows:

9.11.3 For employees scheduled to work a 3/12.5 schedule:

Early Morning Shift	additional \$1.27 per hour
Relief Shift	additional \$0.64 per hour
Swing Shift	Additional \$0.64 per hour

9.11.4 For employees scheduled to work a 4/10 schedule:

Swing Shift	additional \$0.64 per hour
Early Morning Shift	additional \$1.27 per hour

9.11.5 Shift differential pay will not apply to individuals who are working either of the above shifts on an overtime basis, on a shift exchange or when called out due to an emergency.

9.12 Uniform Allowance

9.12.1 Uniform allowance for all APMA employees is \$1,000 per year and will be paid by the City in November. At this time, it is not subject to income tax withholding.

10. LEAVE/DAYS OFF

10.1 Personal Leave

10.1.1 Police Sergeant and Police Lieutenant:

10.1.1.1 Thirty (30) hours Personal Leave may be taken by employee. Personal Leave is to be distinguished from Personal Business Leave in that it does not have particular requirements for its use and is not deducted from the employee's Sick Leave balance. An Employee Leave Request must be approved by the appropriate department head prior to the use of Personal Leave and such leave may not be carried over into the next fiscal year or cashed in if it is not used. Personal Leave shall be granted with due regard for the employee's wishes and the operational needs of the department. This Personal Leave is also to be considered similar to Vacation Leave in that an open shift can be filled with overtime coverage.

10.2 Bereavement Leave

- 10.2.1 An employee may be permitted to take up to forty (40) hours *Bereavement Leave* in the event of the death of a member of his/her immediate family. "Immediate family" member is herewith defined as a mother; father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents or relative living within the employee's household. Persons in loco parentis may also be considered under certain circumstances. Such leave shall not be charged against the employee's *Sick Leave* or vacation.
- 10.2.2 Bereavement Leave for close personal relationships other than listed relationships may be approved by Department Head and Director of Human Resources.
- 10.2.3 In addition to *Bereavement Leave*, an employee may request up to twenty (20) hours of *Sick Leave* in the event of the death of an immediate family member. *Such Leave* shall be charged against the employee's *Sick Leave* balance and shall be considered in calculating his or her ability to convert the balance.

10.3 Holidays

10.3.1 Designated Holidays

- 10.3.1.1 The employee shall receive time off with pay for the following holidays but only if the employee is paid for the workday that precedes or follows the holiday. If a holiday falls on an employee's scheduled day off, the employee shall receive the holiday on the next scheduled business day.
- 10.3.1.2 The dates upon which these holidays shall be observed are listed below:

APMA MEMORANDUM OF UNDERSTANDING, JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

Holiday Schedule	Month	2021	2022	2023	2024
Independence Day July 4 th	July	05*	04*	04	04
Labor Day 1 st Monday in September	Sept	06*	05*	04*	02*
Columbus Day 2 nd Monday in October	Oct	11*	10*	9*	14*
Veteran’s Day November 11 th	Nov	11	14*	13*	11*
Thanksgiving Day 4 th Thursday in November	Nov	25*	24	23	28
Christmas Day December 25 th	Dec	27*	26*	25*	25
New Year’s Day January 1 st	Jan	04*	03*	02*	01
Martin Luther King Day 3 rd Monday in January	Jan	18*	17*	16*	15*
President’s Day 3 rd Monday in February	Feb	15*	21*	20*	19*
Memorial Day Last Monday in May	May	31*	30*	29*	27*

* = Monday

10.3.2 Holiday Pay

10.3.2.1 Police Lieutenant:

10.3.2.1.1 Police Lieutenants assigned to shift work shall receive an additional 100 hours pay per year (10 hours x 10 holidays) whether the holiday is worked or falls on a regularly scheduled day off.

10.3.2.2 Police Sergeant:

10.3.2.2.1 *Shift Personnel* - Employees shall receive an additional 100 hours pay per year whether the holiday is worked or falls on a regularly scheduled day off (paid the pay period following the holiday).

10.3.3 Floating Holidays

10.3.3.1 Police Lieutenant:

10.3.3.1.1 The City and the Association agree to three Floating Holidays of ten (10) hours each. All Floating Holidays shall be requested in advance from the appropriate department head or division chief. Enough employees shall remain at work during floating holidays so that the City's business may be conducted.

10.3.3.1.2 Floating Holidays shall accrue on July 1 and must be taken by the following June 30, or the hours will be forfeited. It is the responsibility of the employee to make use of his or her holidays on a timely basis.

10.4 Industrial Leave (Worker's Compensation)

10.4.1 A regular employee who is temporarily or permanently incapacitated as a result of injury or illness determined to be compensable under the Workers' Compensation Act shall be granted benefits in accordance with this act.

10.5 Sick Leave

10.5.1 Sick Leave shall not be construed as a right, which an employee may use at his or her discretion, but shall be allowed only in case of necessity or actual sickness or disability.

10.5.2 The Finance Department will analyze and report to the employees the amount of Sick Leave earned, less the amount used, and the net accrued during the calendar year.

10.5.2.1 Sick Leave During Probation

10.5.2.1.1 Sick Leave may be taken during the probationary period but only in such amount as the employee would have earned if on permanent status. If the employee does not become permanent, all paid Sick Leave must be reimbursed to the City at the time of employment or it shall be deducted from the employee's final paycheck.

10.5.3 Reasons for Use of Sick Leave

10.5.3.1 Sick Leave shall be granted for the following reasons:

10.5.3.2 Personal illness or physical incapacity.

10.5.3.3 Up to 12 days per year for the illness of a member of the employee's immediate family (father, mother, sister or brother), or members of the employee's household (husband, wife, and children) that require the employees' personal care and attention. Additional time, up to 12 weeks (running concurrently with family medical leave), could be approved by the department head when treatment for an illness, injury or condition which may be expected to be of long duration, has no reasonably predictable date of termination and requires continuous or intermittent care by the employee.

10.5.3.4 Enforced quarantine of the employee in accordance with Health Department regulations.

10.5.3.5 Medical, dental, and optical appointments.

10.5.3.6 Personal Business not to exceed forty (40) hours during any one (1) year. "Personal business" means those items of personal business that can only be taken care of during regular working hours of the employee. Personal Business Leave shall be approved or disapproved by the department head in accordance with this section. Departments are to use the earning code PB for this purpose. Personal Business Leave shall be debited against the employee's Sick Leave balance but Sick Leave taken as Personal Business Leave shall not be taken into consideration for the purposes of the Sick Leave Cash-In program or with regard to employee performance evaluations.

10.5.3.7 In the foregoing circumstances, Sick Leave must be exhausted before Compensatory Time off or Vacation Leave may be converted to Sick Leave.

10.5.4 Restrictions on Sick Leave

10.5.4.1 Police Sergeant:

10.5.4.1.1 Disability arising from any sickness or injury purposely self-inflicted.

10.5.4.1.2 Sickness or disability sustained while on leave of absence, other than regular Vacation Leave.

10.5.4.1.3 Disability or illness arising from compensated employment other than with the City.

10.5.5 Accrual and Use

10.5.5.1 *For employees who joined APMA prior to January 1, 2019 and were hired by the City prior to July 1, 2011, Sick Leave with pay shall accrue to employees at the rate of ten hours per month for each calendar month of paid employment, with unlimited accumulation. Sick Leave shall not be taken in units of less than one-half hour.*

10.5.5.2 *For employees who joined APMA prior to January 1, 2019 and were hired by the City on or after July 1, 2011, sick leave with pay shall accrue at the rate of ten hours per month for each calendar month of paid employment. No more than 1040 hours of sick leave may be accrued. Sick leave will cease to accrue when an employee's accrued sick leave balance reaches 1040 hours. Sick leave accrual will resume when an employee's accrued sick leave balance drops below 1040 hours.*

10.5.5.3 *For employees who joined APMA after January 1, 2019, sick leave with pay shall accrue at the rate of ten hours per month for each calendar month of paid employment. No more than 960 hours of sick leave may be accrued. Sick leave will cease to accrue when an employee's accrued sick leave balance reaches 960 hours. Sick leave accrual will resume when an employee's accrued sick leave balance drops below 960 hours.*

10.5.5.3.1 *For members who exceed the 960 hours upon joining APMA, after the ratification of this MOU, their excess hours shall freeze at their current level and the excess shall be paid out as a 25% wellness bonus.*

- 10.5.5.4 Special Pay Plan 401 (A) and 457 drawdown requirements will also apply in accordance to Article 10.6.10
- 10.5.6 Sick Leave Donation Policy
 - 10.5.6.1 Employees shall be eligible for sick leave donation from co-workers in accordance with the City's policy.
- 10.5.7 Sick Leave During Vacation
 - 10.5.7.1 If an employee becomes ill or injured while on vacation, he or she may, by completing a Leave Request Form, use accrued *Sick Leave* time in lieu of *Vacation Time* for the period of disability.
- 10.5.8 One-Fourth Conversion
 - 10.5.8.1 If the employee has used more than three, but not more than six days of *Sick Leave*, excluding time spent on *Personal Business* or *Bereavement*, he or she would have the following options:
 - 10.5.8.2 Carry over the accrual and add it to his or her *Sick Leave* balance.
 - 10.5.8.3 Convert, only to the extent that his/her balance is more than zero at the beginning of the new year, one-fourth of the accrual to *Vacation* or convert one-fourth to cash (but no combination of these two); unused, unconverted leave would then be added to the employee's *Sick Leave* balance.
- 10.5.9 One-Third Conversion
 - 10.5.9.1 If the employee has used no more than three days of *Sick Leave*, excluding time spent on *Personal Business* or *Bereavement*, he or she would have the following options:
 - 10.5.9.2 Carry over the accrual and add it to his or her *Sick Leave* balance.
 - 10.5.9.3 Convert, only to the extent that his/her balance is more than zero at the beginning of the new year, one-third of the accrual to vacation or convert one-third of it to cash (but no combination of these two); unused or unconverted leave would then be added to the employee's *Sick Leave* balance.

10.5.10 Mandatory Conversion Prior to Retirement

10.5.10.1 Members of the APMA, *with a minimum of 25 years of service with the City of Azusa and 1,040 hours of accrued sick leave*, shall “Draw Down” (reduce by conversion to either first, 401(a) “Special Pay Plan” or second, deferred compensation) accrued sick leave beginning in the calendar year in which they are five (5) years from their “normal” retirement age, as defined in section 10.5.10.4, and continuing until separation from the City.

10.5.10.2 Employees shall “draw down” the maximum amount (of hours) possible on a tax deferred basis (based on then applicable law) each year until the balance (of accrued hours) reaches 1,040 hours.

APMA members who have reached “normal” retirement age, as defined in Section 10.5.10.4, with 25 years of service with the City of Azusa may continue to “Draw Down” the maximum amount (of hours) possible on a tax deferred basis (based on then applicable law) below the 1,040 hour balance of sick leave if the Member requests to do so via a memo to the City’s payroll division by December 31 of the preceding January draw down. Each January thereafter, the City’s payroll division will automatically draw down sick leave hours to a balance of 1,040 and contribute to either first, the 401(a) “Special Pay Plan” or second, deferred compensation for all APMA members that meet the above eligibility requirements up to the amount established by applicable laws.

10.5.10.3 The conversion shall be as follows:

10.5.10.3.1 In November of each preceding draw down year the City’s Payroll Division shall determine for each APMA employee the number of hours of sick leave accrued in excess of 1,040 hours and the applicable legal maximum dollar amount that may be contributed into the employees’ 401(a) “Special Pay Plan” and deferred compensation plan. The resulting amounts shall be provided to each employee and hours will be draw down in accordance with Section 10.5.10.2.

10.5.10.3.2 All funds placed into a qualified tax deferred account shall be managed by the employee and not the responsibility of the City of Azusa.

10.5.10.3.3 This sick leave draw down does not terminate or forfeit the APMA member's benefit of such leave accrual up to the time of retirement. The provision is not a cap of sick leave accrual. Also, members will retain the option to use accrued sick leave to purchase PERS Service Credit rather than participate in the "draw down" program, subject to the following:

a) At the time the City's Payroll Division notifies an APMA member of their eligibility to participate in the "Draw Down" program, the employee must notify via a Memo the Human Resources Department and Payroll Division by December 31 of the preceding draw down year of their selection to either participate in (1) the "draw down" program or (2) a "PERS Service Credit" program. Once selected the member cannot change programs. If the employee fails to make a selection, the Payroll Division will draw down hours in accordance with Section 10.5.10.2.

10.5.10.4 Members of the APMA will participate in the Employer Sponsored 401(a) "Special Pay Plan" and are subject to the terms of the Special Pay Plan when they have reached 25 years of service with the City of Azusa and in the calendar year in which they are five (5) years from their "normal" retirement age based on their respective CalPERS Public Safety Pension Formula as follows:

1. Age 45 for those APMA Members who are employed under the 3% @ 50 Public Safety Pension.
2. Age 50 for those APMA Members who are employed under the 3% @ 55 Public Safety Pension.

3. Age 52 for those APMA Members who are employed under the 2.7% @ 57 Public Safety Pension.

For example, a member who reaches 25 years of service with the City in November 2019 and turns age 45 in March 2020 will be eligible for their first draw down in January 2020 when the payroll division processes mandatory drawdowns of sick leave hours to the balance of 1,040.

Pursuant to APMA MOU section 10.6.1.1.3, at no time will an APMA Member be required to forgo being paid as earned (cashed out) each pay period on their Vacation Time overage until their separation from service with the City of Azusa.

Once the Member participates in the Special Pay Plan as a "Participant in the Plan" pursuant to the above listed requirements, the member must "draw down" their leave banks in the following order:

1. Sick Leave
2. Comp Time Leave (if sick leave draw down is below the IRS 401(a) "Special Pay Plan" annual maximum contribution for the calendar year)
3. Vacation Leave (upon separation from service with the City)

When eligible APMA Members become Participants in the Plan, participants must convert accumulated unused vacation leave bank hours into the Special Pay Plan upon separation from service.

Upon separation from service, Participants in the Plan will be subject to a mandatory employer contribution of 100% of employees' remaining unused accumulated sick, vacation, or comp time leave hours into the Special Pay Plan up to the IRS 401(a) "Special Pay Plan" annual maximum contribution for the calendar year.

If the dollar values of the combined cashable leave bank balances exceeds the IRS 401(a) "Special Pay Plan" annual maximum contribution for the calendar year in which they

retire, the remaining leave bank hours will be paid to the employee in cash.

Special Pay 401(a) contributions are not subject to FICA or Medicare taxes, and the plan has been established so that no Constructive receipt will apply to the 401 (a) plan or participants in the plan.

The City of Azusa will cover the administrative cost of the Plan for each participant while employed with the City and upon separation from service, the entire administrative cost will be borne by the retiree.

10.5.11 Mandatory Conversion Upon Retirement

10.5.11.1 At time of retirement, members of the APMA, with a minimum of 20 years of service, but less than 25 years of service, with the City of Azusa, shall "Draw Down" (reduce by conversion to either first, 401(a) "Special Pay Plan" or second, deferred compensation) seventy-five percent (75%) of his or her accrued sick leave.

Members who participate in the Draw Down program, will not be eligible to receive cash out of his or her remaining sick leave balance.

Once the Member participates in the Special Pay Plan as a "Participant in the Plan" pursuant to the above listed requirements, the member must "draw down" their leave banks in the following order:

1. 75% of Sick Leave (remaining sick leave will be converted in accordance with Section 7.5.13)
2. Comp Time Leave (if sick leave draw down is below the IRS 401(a) "Special Pay Plan" annual maximum contribution for the calendar year)
3. Vacation Leave (upon separation from service with the City)

When eligible APMA Members become Participants in the Plan, participants must convert accumulated unused

vacation leave bank hours into the Special Pay Plan upon separation from service.

Upon separation from service, Participants in the Plan will be subject to a mandatory employer contribution of 100% of employees' remaining unused accumulated sick, vacation, or comp time leave hours into the Special Pay Plan up to the IRS 401(a) "Special Pay Plan" annual maximum contribution for the calendar year.

If the dollar values of the combined cashable leave bank balances exceeds the IRS 401(a) "Special Pay Plan" annual maximum contribution for the calendar year in which they retire, the remaining leave bank hours will be paid to the employee in cash.

Special Pay 401(a) contributions are not subject to FICA or Medicare taxes, and the plan has been established so that no Constructive receipt will apply to the 401 (a) plan or participants in the plan.

10.5.12 Conversion to Cash Upon Separation

10.5.12.1 Police Lieutenant:

10.5.12.1.1 Upon separation due to death (if he or she had attained permanent status) the employee's estate may receive fifty percent (50%) of his or her accrued Sick Leave balance in cash.

10.5.12.1.2 Upon disability retirement with at least five (5) years of service with the City of Azusa, the employee may convert fifty percent (50%) of his or her accrued Sick Leave balance to cash.

10.5.12.1.3 Upon voluntary separation with less than ten (10) cumulative years of service with the City of Azusa, the employee may convert fifty percent (50%) of his or her accrued Sick Leave balance to cash for hours in excess of three-hundred twenty (320) hours to a maximum payment of two hundred forty (240) hours.

- 10.5.12.1.4 Upon voluntary separation with at least ten (10) cumulative years of City service, the employee may convert fifty percent (50%) of his or her accrued Sick Leave balance to cash.
- 10.5.12.1.5 Upon voluntary separation with at least twenty (20) cumulative years of City service, the employee may convert seventy-five percent (75%) of his or her accrued Sick Leave balance to cash.
- 10.5.12.1.6 Upon voluntary separation with at least twenty-five (25) cumulative years of City Service, the employee may convert one hundred percent (100%) of his or her accrued Sick Leave balance to cash.
- 10.5.12.1.7 In case of layoff, the employee shall be allowed to convert 100% of his or her accrued Sick Leave balance to cash
- 10.5.12.2 Police Sergeant:
 - 10.5.12.2.1 Upon separation due to death (if he or she had attained permanent status) the employee's estate may receive fifty percent (50%) of his or her accrued Sick Leave balance in cash.
 - 10.5.12.2.2 Upon disability retirement with at least five (5) years of service with the City of Azusa, the employee may convert fifty percent (50%) of his or her accrued Sick Leave balance to cash.
 - 10.5.12.2.3 Upon voluntary separation with less than ten (10) cumulative years of sworn safety service with the City of Azusa Police Department, the employee may convert fifty percent (50%) of his or her accrued Sick Leave balance to cash for hours in excess of three-hundred twenty (320) hours to a maximum payment of two hundred forty (240) hours.

10.5.12.2.4 Upon voluntary retirement with at least ten (10) years of City service, the employee may convert fifty percent (50%) of his or her accrued Sick Leave balance to cash.

10.5.12.2.5 Upon voluntary separation with at least ten (10) cumulative years of sworn safety service with the City of Azusa Police Department, the employee may convert fifty percent (50%) of his or her accrued *Sick Leave* balance to cash.

10.5.12.2.6 Upon voluntary separation with at least twenty-five (25) cumulative years of sworn safety service with the City of Azusa Police Department, the employee may convert one hundred percent (100%) of his or her accrued Sick Leave balance to cash.

10.5.13 Conversion to Service Credit Upon Retirement

10.5.13.1 Pursuant to the terms of the City's contract, as amended, with the CalPERS, upon voluntary retirement the employee may convert 100% of his or her accrued *Sick Leave* balance, less any amount converted to cash under the above provisions.

10.5.14 Conversion Deadline

10.5.14.1 A decision to convert Sick Leave according to the policies stated shall be made by March 31.

10.6 Vacation Leave

10.6.1 Required Usage and Carryover

10.6.1.1 Police Lieutenant and Police Sergeant

10.6.1.1.1 Leave will be credited on a "per-pay-period" basis. Employees may accrue up to a maximum of fifty-two (52) times the then-current pay period rate of *Vacation* accrual.

10.6.1.1.2 Notwithstanding the accrual cap, employees shall continue to accrue Vacation Leave during the term of this MOU; provided that each member reduces his or her Vacation Leave in excess of the cap over the term of the MOU.

10.6.1.1.3 Commencing July 31, 2004, the cap shall be enforced and any accrual in excess of the cap shall be paid as earned.

10.6.1.2 Police Sergeant:

10.6.1.2.1 Vacation Leave will be credited on a “pay-per-period” basis. Employees shall be required to use one half ($\frac{1}{2}$) of their annual Vacation accrual yearly and shall be able to carry over one half ($\frac{1}{2}$) of one year’s Vacation accrual from one year to the next, cumulatively, up to a maximum of fifty-two (52) times the then-current pay period rate of vacation accrual. Existing balances over the limit shall be paid off during the term of this Memorandum of Understanding based on a payoff schedule determined by the employee. Such excess vacation accrual may also be taken as time off if approved by management.

10.6.1.2.2 Effective 8-1-2000, employee with more than the maximum amount will not continue to accrue additional *Vacation Leave*, but will receive cash each pay period in lieu of *Vacation Leave* until balance falls below maximum time allowed. Employee may direct payoff to deferred compensation within the legal limits.

10.6.2 Cash-In Policy

10.6.2.1 Members covered by this Memorandum of Understanding may convert vacation time to cash every fiscal year in July or December with the Department Head’s approval. If there is a financial hardship and a request is required outside the

window of the timeline the Department Head may review and approve the request.

10.6.2.2 Members covered by this Memorandum of Understanding may convert into cash up to a maximum of 160 total hours of compensatory time per fiscal year in June and December of each year with the Department Head’s approval. If there is a financial hardship and a request is required outside the window of the timeline the Department Head may review and approve the request.

10.6.3 Accrual

10.6.3.1 Vacation Leave shall accrue as follows:

Police Lieutenant	
Through the 5th year of employment	120 hours
Through the 6th year of employment	128 hours
Through the 7th year of employment	136 hours
Through the 8th year of employment	144 hours
Through the 9th year of employment	152 hours
Through the 10th year of employment	160 hours
Through the 11th year of employment	168 hours
Through the 12th year of employment	176 hours
Through the 13th year of employment	184 hours
Through the 14th year of employment	192 hours
Through the 15th year of employment	200 hours
Through the 16th year of employment	218 hours

Police Lieutenant:

In addition, Police Lieutenants assigned to shift work shall accrue forty (40) additional hours per year in lieu of holidays

Police Sergeant:	
Through the 4th year of employment	90 hours
Through the 5th year of employment	120 hours
Through the 6th year of employment	128 hours
Through the 7th year of employment	136 hours
Through the 8th year of employment	144 hours
Through the 9th year of employment	152 hours
Through the 10th year of employment	160 hours
Through the 11th year of employment	168 hours

Through the 12th year of employment	176 hours
Through the 13th year of employment	184 hours
Through the 14th year of employment	192 hours
Through the 15th year of employment	200 hours
Through the 16th year of employment	218 hours

Police Sergeant:

In addition to the above, sworn shift personnel shall accrue forty (40) additional hours per year in lieu of holidays.

11. AUTOMOBILES

11.1 Police Lieutenant:

11.1.1 Lieutenants will be permitted to use city vehicles for commuting to and from home. Other than for commuting the vehicle is not to be used for personal use. Data will be collected regarding the frequency and number of call-outs from the employee's home.

12. DAMAGE TO PERSONAL EFFECTS

12.1 Police Lieutenant:

12.1.1 If, in the course of business, an employee's personal clothing or effects are accidentally damaged or destroyed, the employee may submit a claim for reimbursement for up to one hundred and fifty dollars (\$150).

12.2 Police Lieutenant:

12.2.1 It is further expressly understood for Police Lieutenants that prescription eye glasses or contact lenses and hearing aid devices are exempt from one hundred and fifty dollars (\$150) limit.

12.3 Police Sergeant:

12.3.1 If, in the course of business, an office employee's personal clothing or effects are accidentally damaged or destroyed, the employee may submit a claim for reimbursement up to one hundred and fifty dollars (\$150) to the City's Safety Committee. The committee shall have the authority to investigate the claim and recommend to the City Manager, or his designee, to pay the full amount of the claim, deny the claim, or apportion the claim based on normal wear and tear of the item and/or the extent of the employee's negligence in following proper safety procedures. It is expressly understood that stockings and socks are

exempt from this procedure. It is further expressly understood that prescription eyeglasses or contact lenses and hearing aid devices are exempt from the one hundred and fifty dollars (\$150) limit.

13. SAFETY EQUIPMENT

13.1 The City will provide required safety equipment and will replace worn safety equipment for current sworn employees as determined by the department head.

14. EMPLOYEE ASSISTANCE PLAN

14.1 The City will continue to maintain the Employee Assistance Plan.

15. FLEXIBLE BENEFIT PLAN

15.1 Definition

15.1.1 Effective August 1, 1993, the City's existing Cafeteria Benefit Plan (CBP) was converted to an IRS Section 125 Flexible Benefit Plan (FBP) administered by either the City or its designee.

15.2 Eligibility

15.2.1 In order for an employee to be eligible for the FBP in any given month, he/she must be on payroll on the first work day (excluding recognized paid City holidays) of that month.

15.2.2 A new employee will be eligible for the full FBP applicable to his/her bargaining unit if he/she begins work on the first work day (excluding recognized paid City holidays) of the month. An employee whose date of hire is on the second work day (excluding recognized paid City holidays) of the month or thereafter will not be eligible for the FBP for that month.

15.2.3 If an employee does not meet the qualifying work time in any given month, arrangements must be made with the Finance Department to reimburse the City for any benefits that have already been paid out on the employee's behalf for that month. The Finance Department will notify the employee if he/she has not met the qualifying work time for eligibility for the FBP.

15.3 Amount of Monthly Benefit

15.3.1 Effective January 1, 2020, for APMA members who joined APMA prior to January 1, 2019, the flexible benefit monthly allowance is \$1,765. For

APMA members who joined prior to January 1, 2019 and using any portion of the flexible benefit allowance, the excess will cap at \$1,000 for receiving a cash payout.

15.3.2 For those APMA members who joined prior to January 1, 2019, the member shall be able to use the full amount of \$1,765 for health insurance, dental insurance, vision plans, and all supplemental products (i.e. term life insurance, flexible spending account, disability insurance, accident insurance, critical illness insurance, cancer insurance, etc.)

15.3.2.1 For example, a member whose flexible benefit allowance is \$1,765 uses \$500 for medical, dental, vision and/or supplemental products will be eligible for \$1,000 cash payment and forfeits the remaining \$265.

15.3.3 Effective July 1, 2020, for those APMA members who joined prior to January 1, 2019 and using any portion of the flexible benefit allowance, the excess will cap at \$300 for receiving a cash payout.

15.3.3.1 For example, a member whose flexible benefit allowance is \$1,765 uses \$500 for medical, dental, vision and/or supplemental products will be eligible for \$300 cash payment and forfeits the remaining \$965.

15.3.4 For those members who join the APMA on or after January 1, 2019, the flexible benefit monthly allowance is \$1,600. The member shall be able to use the full amount of \$1,600 for health insurance, dental insurance, vision plans, and all supplemental products (i.e. term life insurance, flexible spending account, disability insurance, accident insurance, critical illness insurance, cancer insurance, etc.).

15.3.5 For those members who joined the membership on or after January 1, 2019 and use any portion of the flexible benefit allowance, the excess will cap at \$300 for receiving a cash payout.

15.3.6 Effective January 1, 2021, employees whose premiums exceed their FBP contribution amount can elect to opt out of City paid deferred compensation during open enrollment period and place what would otherwise be contributed to deferred compensation to FBP contribution.

15.4 Medical Waiver (Opt Out of Coverage)

15.4.1 The City will continue to provide a cash-out option up to a cap of \$300 for any employee who provides proof of other coverage for themselves and their dependents.

15.5 Termination

15.5.1 The City will not be responsible for payment of any qualified benefits on behalf of the employee following the month of termination. If an employee represented by the Association wishes to continue his/her qualified benefits, advance payment for such qualified benefits will be deducted from the employee's final pay.

16. DISABILITY INSURANCE

16.1 The City shall maintain in effect for the term of this agreement a disability plan covering employees set forth herein. Said plan shall provide an employee with a maximum of two-thirds (b) of his/her base salary. An employee may utilize his/her accrued *Sick Leave*, *Vacation*, and/or *Compensatory Time* to supplement the disability payment so as to receive 100% of his/her base salary. The disability plan includes the following:

16.1.1 Provides 66.67% of the employee's monthly salary;

16.1.2 Commences after a 30 calendar day waiting period and provides a benefit to age 65;

16.2 For the first 30 days of non-job related illness or injury, the employee will use accrued Sick Leave, compensatory time or Vacation Leave;

16.2.1 The employee will be allowed to use accrued *Sick Leave* in conjunction with the long-term disability plan to provide for a full paycheck;

16.2.1.1 At no time will an employee receive more than 100% of their base pay;

16.2.1.2 The premium will be added to the employee's gross pay and deducted from the net pay so as to make the benefits exempt from further taxation.

17. LICENSE RENEWAL

17.1 Police Lieutenant:

17.1.1 The City agrees to pay the cost of maintaining certifications and licenses that are necessary to maintain the minimum requirements for the licensee's job.

18. LIFE INSURANCE

18.1 Police Lieutenant

18.1.1 The City shall provide term life insurance equal to one and one-half (1 1/2) times annual earnings.

18.2 Police Sergeant:

18.2.1 The City shall provide group life insurance to all Association members in an amount of coverage one (1) times the member's annual earnings.

19. OUTSIDE EMPLOYMENT

19.1 Outside employment will be permitted, provided that the outside employment is consistent with moral & ethical guidelines established by the Chief of Police and the Association and that the employee, prior to accepting outside employment, signs an agreement, which:

19.1.1 Acknowledges that said employment is outside the course and scope of the employee's employment with the City of Azusa and that said employment is not for the benefit of the City of Azusa; and

19.1.2 Releases, indemnifies, and holds the City of Azusa, its agents and employees harmless for any liability, whatsoever, arising out of said employment, including but not limited to, injury or damage to the employee, and

19.1.3 Acknowledges that the City will have no responsibility or obligation, whatsoever, to provide a legal defense as a result of any outside employment engaged in by employee.

20. PAYROLL DEDUCTION

20.1 Police Lieutenant

20.1.1 Upon written employee authorization and designation of dollar amount, which may be revoked in writing by the employee at any time, the City agrees to establish a payroll deduction account for said employee. The City shall accrue the amount deducted per the employee's authorization on a non-interest bearing basis. Upon thirty days advance notice to the Finance Department, an employee may request pay off of the accrued amount in his or her account once per year.

21. PHYSICAL EXAMINATIONS

21.1 The City will continue to provide annual physical examinations, for all sworn officers, on a voluntary basis.

22. RETIREMENT

22.1 Police Lieutenant and Police Sergeant:

22.1.1 Classic" unit members are included in Tier I & II for purposes of retirement pension benefits in accordance with the Public Employees' Pension Reform Act of 2013. Tier I and II generally include employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS will determine who is a classic member in compliance with the law.

22.1.2 Tier I: *For employees hired prior to July 1, 2011*, shall be eligible for the 3% @ 50 retirement formula for Local Safety members. The City pays 9% on behalf of the employee share and the unit member pays 9% toward the CalPERS "employer" share, on a "cost sharing" basis, at the same percentage and at the same starting date as the City's contributions "toward the employee share." The employee contribution is "compensation earnable" as defined in Government Code section 20636. The City shall continue the highest level of the 1959 survivor benefit.

22.1.3 Tier II: *For employees hired on and after to July 1, 2011*, shall be eligible for the 3% @ 55 retirement formula for Local Safety members. The City pays 9% on behalf of the employee share and the unit member pays 9% toward the CalPERS "employer" share, on a "cost sharing" basis, at the same percentage and at the same starting date as the City's contributions "toward the employee share." The employee contribution is "compensation earnable" as defined in Government Code section 20636. The City shall continue the highest level of the 1959 survivor benefit.

22.1.4 Tier III: *For employees* hired on or after January 1, 2013 are “new members” for purposes of retirement pension benefits pursuant to the Public Employees’ Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS will determine who is a new member in compliance with the law.

22.1.4.1 As defined by PEPRA and/or California Government Code Section 7522.04(f), unit members shall be required to pay a CalPERS employee contribution in an amount equal to 50% of the normal cost rate, up to a maximum of 12%, for the Defined Benefit Plan provided or by PEPRA, in which the new unit member is enrolled, rounded to the nearest quarter of 1% or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code section 7522.30.

22.1.4.2 New (PEPRA) unit members shall be enrolled in the 2.7% at 57 retirement formula for Local Safety Members. Members final compensation is a measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a), and their retirement benefits shall be calculated based on “pensionable compensation” (Section 7522.10) rather than compensation earnable (Section 20636).

22.1.4.3 The employee contribution for new (PEPRA) unit members shall be one-half the normal cost as determined by CalPERS. The required employee contribution for new members is 12.75%. This amount will be adjusted periodically by CalPERS.

22.2 Optional Benefits

22.2.1 The City’s contract with the CalPERS includes the additional benefit of *Service Credit for Unused Sick Leave*.

22.2.2 The City’s contract with the CalPERS includes participation in the two-year Golden Handshake program as authorized by the State Legislature. The availability of this benefit shall be within the discretion of the City Council.

22.2.3 The City’s contract with the CalPERS includes the *Employer-Paid Member Contribution* in base pay during the final compensation period.

22.2.4 CalPERS Service Credit for Military Service

22.2.4.1 The CalPERS *Military Service Credit Purchase Assistance Plan* described below shall be made available to full time regular employees who have completed their initial probation period with the City.

22.2.4.2 The City's contract with CalPERS includes the provisions of Section 21024, *Military Service Credit as Public Service*. Eligible employees with qualifying military service can contact CalPERS and arrange to be billed for the service credit (CalPERS' estimate is \$5,000 per year of service). The City shall reimburse the employee for 25% of the amount of the bill.

22.2.4.3 If desired, the employee may apply for a loan from the City for the remaining 75%. The employee shall apply for the loan on a City-provided loan application. If the employee qualifies, the City will fund the loan on an interest-free basis. Loan payments must be by payroll deduction. Each loan payment period shall not exceed six years. The City may require collateral.

22.2.4.4 Any remaining loan balance must be paid in full at the time of separation of employment. Payment will be made directly and/or by deduction from the last paycheck. In the event an outstanding balance remains, the employee is responsible for making payment arrangements. The failure to make full payment will obligate the employee to pay the City's attorney's fees in any restitution process.

22.3 Health Insurance During Retirement

22.3.1 Police Lieutenant:

Employees within the APMA as of May 2, 2007:

22.3.1.1 Beginning with the first month after retirement during the term of this MOU, for Association employees who at the time of retirement from the City of Azusa have attained the age of fifty (50) and have at least twenty (20) cumulative years of City service, the City will provide lifetime medical insurance for the employee and spouse at the time of retirement. This coverage will be at the PERS Choice rate.

- 22.3.1.2 For Association employees who, at the time of retirement during the term of this MOU from the City of Azusa, have attained the age of fifty (50) and have at least fifteen (15) cumulative years of City service, the City will provide 75% of the PERS Choice Plan for the employee only.
- 22.3.1.3 For Association employees who, at the time of retirement during the term of this MOU from the City of Azusa, have attained the age of fifty (50) and have at least ten (10) cumulative years of City service, the City will provide 50% of the PERS Choice Plan for the employee only.
- 22.3.1.4 Should the employee select a less expensive plan, the differential may be applied to dental COBRA for a maximum period of eighteen (18) months, but not as a cash benefit to the employee.
- 22.3.1.5 The City affirms the provision of health benefits for those APMA members who retire during the term of this MOU, as described above, will not be revoked by the City during that member's and/or eligible spouse's lifetime (defined as until the member's and/or eligible spouse's death). The City will reimburse, to the extent applicable, all yearly Medicare premiums and associated plan costs once a retired APMA member, or a retired APMA member and eligible spouse, enroll in Medicare.

Employees NOT within APMA as of May 2, 2007:

- 22.3.1.6 For Association employees who, at the time of retirement during the term of this MOU from the City of Azusa, have attained the age of fifty (50) and have at least twenty (20) cumulative years of City service, the City will provide lifetime medical insurance for the employee and spouse at the time of retirement. This coverage will be at the PERS highest HMO rate.
- 22.3.1.7 For Association employees who, at the time of retirement during the term of this MOU from the City of Azusa, have attained the age of fifty(50) and have at least fifteen (15) cumulative years of City service, the City will provide 75% of the PERS highest HMO rate for the employee only.

- 22.3.1.8 For Association employees who, at the time of retirement during the term of this MOU from the City of Azusa, have attained the age of fifty (50) and have at least ten (10) cumulative years of City service, the City will provide 50% of the PERS highest HMO rate for the employee only.
- 22.3.1.9 Should the employee select a less expensive plan, the differential may be applied to dental COBRA for a maximum period of eighteen (18) months but not as a cash benefit to the employee.
- 22.3.1.10 The City affirms the provision of health benefits for those APMA members who retire during the term of this MOU, as described above, will not be revoked by the City during that member's and/or eligible spouse's lifetime (defined as until the member's and/or eligible spouse's death). The City will reimburse, to the extent applicable, all yearly Medicare premiums and associated plan costs once a retired APMA member, or a retired APMA member and eligible spouse, enroll in Medicare.

22.3.2 Police Sergeant:

- 22.3.2.1 Beginning with the first month after retirement, for Association employees who, at the time of retirement from the City of Azusa, have attained the age of fifty (50) and have at least twenty (20) cumulative years of sworn safety service with the City of Azusa Police Department, the City will pay until the employee passes away, an amount equal to the single-coverage premium in the employee's comprehensive health insurance plan. The amount of the City's contribution shall vary, up or down, depending upon the employee's choice of health insurance carrier and its periodic changes in its rates. The minimum contribution that the City pays directly to CalPERS shall be considered to be part of the portion paid by the City. If a retired employee maintains health insurance other than a CalPERS plan, the maximum amount the City will pay for the insurance premium will not exceed the single premium for the PERS Care plan.
- 22.3.2.2 Spousal Option – In lieu of receiving the single coverage identified in section 16.3 a retiree who qualifies for single coverage may opt to select a less expensive plan, and use

the differential toward health coverage for the spouse. If the retiree selects this option the total contribution by the City that may be used for the retiree and spouse can be no greater than the single-coverage premium for the L.A. (as provided by PERS) PERS Care plan. The City contribution is to be used for health insurance premiums only. There is no cash out option. This option may be selected or deselected at any time during retirement.

22.3.2.3 Upon death of a retiree the City shall pay for the cost to continue medical coverage (no greater than the single-coverage premium for the L.A/ PERS care plan) for the spouse for a period of five years or until the spouse reaches Medicare age (whichever occurs first). This benefit shall cease if the spouse remarries prior to the expiration of the five year period or attaining Medicare age (whichever occurs first). This benefit is only available to a spouse married to a retiree at the time of retirement.

22.3.2.4 The City will reimburse all APMA members for all yearly Medicare premiums and associated plan costs once a retired APMA member, or a retired APMA member and eligible spouse, enroll in Medicare.

22.3.3 Police Lieutenant and Police Sergeant hired as Laterals:

22.3.3.1 For unit members hired as Laterals after the ratification of this agreement or members promoting to the membership from APOA who are under the PORAC Retiree Medical Trust plan, the City will make monthly contributions to the PORAC retiree medical trust in lieu of lifetime medical with the City's monthly contribution as follows:

<u>Years of Continuous Service</u>	<u>City Contribution</u>
1-5 Years of Continuous Service*	\$150/month
5+ Years of Continuous Service*	\$250/month

Contribution to the Trust of these funds will follow the agreement guidelines between APMA and PORAC.

* Until employee retires or separates from employment.

22.4 Retirement Planning Seminar

- 22.4.1 Employees who are in their “final compensation period” for CalPERS purposes shall be allowed to attend one nearby CalPERS retirement planning/information seminar at City expense and on City time. Such attendance shall be considered to be a training expense chargeable to the employee’s “home” division.

23. TUITION REIMBURSEMENT

23.1 Police Sergeants:

23.1.1 Objective

- 23.1.1.1 The tuition reimbursement program is designed to encourage employees to continue their self-development by enrolling in approved classroom courses, which will:
- 23.1.1.2 Educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job.
- 23.1.1.3 Help prepare them for advancement to positions of greater responsibility in the City of Azusa.

23.2 Eligibility

- 23.2.1 All regularly appointed employees are eligible to receive tuition reimbursement. Courses must commence after appointment and be in excess of the educational standards for the position. An example of this would be job-related college or university courses when the specification for the classification calls for high school graduation.
- 23.2.2 Courses must be (except where noted below in paragraphs 23.3.3. and 23.3.4.) traditional classroom courses taken at colleges or universities and approved by the Western Association of Schools and Colleges approved mail correspondence or internet courses. Distance learning classes offered by such colleges and universities shall be covered by this provision Credits given for non-classroom assignments such as life experience, military training, and professional training are not reimbursable.
- 23.2.3 Coursework must be related to the employee’s current occupation or to a City classification to which the employee may reasonably expect promotion.

23.3 Courses may be eligible if they:

- 23.3.1 Are above the educational requirements of the position as noted in the position specification and are not taken to acquire skills, knowledge and abilities which the employee was deemed to have when appointed the position.
- 23.3.2 Do not duplicate training which the employee has already had or which is to be provided in-house.
- 23.3.3 Do not duplicate previously taken courses unless special approval has been granted by the department head and the Human Resources Division.
- 23.3.4 Are required for the completion of the pre-approved job-related major. An example would be general education or elective requirements for the major as stated in the school catalog. Remedial courses or those taken as required for a non-approved major shall not be eligible.
- 23.3.5 Lead to a City-approved certificate, license or registration. Reimbursement may be made for any examination fees required to successfully obtain the certificate, license or registration. Reimbursement for eligible expenses will be made after obtaining the license, certificate or registration.
- 23.3.6 Are not taken on City time and must be certified that they are taken on the employee's off-duty time.
- 23.3.7 Are part of a bona-fide curriculum of the study of a foreign language for which the City pays an incentive.
- 23.3.8 Have been approved by the Department Head and the City Manager or his/her designee before commencement of the class.

23.4 Reimbursement

- 23.4.1 The City shall reimburse employees for tuition, registration fees and texts required for the eligible courses. Expenses for parking, travel, and meals, processing fees, transcript fees, materials and any other costs are not reimbursable.
- 23.4.2 Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by California State University system.

- 23.4.3 In order to be reviewed, each application must state exactly which units or credits the employee is applying for and whether the courses submitted are core courses or recommended electives for the approved major.
- 23.4.4 Reimbursement shall be made upon completion of the course with a minimum final grade of "C" or its equivalent, i.e., a pass in a pass/fail course will be considered equivalent to a "C." No reimbursement shall be made for audited or incomplete courses.
- 23.4.5 Employees must submit from the attendant institution an original certification of fees paid and grade achieved in order to have their application considered for reimbursement. These documents must accompany the reimbursement application form in order to be processed.
- 23.4.6 Application for reimbursement must be submitted within three months of the completion of the approved course in order to be considered for reimbursement.
- 23.4.7 Upon termination from employment, employees shall be required to reimburse the City for any funds received under this program for courses completed during the last 24 months of employment. This payback provision does not apply to employees laid off by the City or who separate as a result of a City/departmental reorganization.

24. REOPEN OF NEGOTIATIONS DURING TERM OF AGREEMENT

- 24.1 The parties shall re-open negotiations if (1) the City management medical coverage is subject to the so-called Cadillac Tax pursuant to the Affordable Care Act (ACA), or (2) if a compaction between the ranks of Police Corporal and Police Sergeant occurs during the terms of this agreement. This re-opener does not obligate the unit to anything more than a discussion on the issues and eventually the parties may negotiate terms and reach an agreement before any changes on these issues can be implemented. Absent a written agreement signed by both parties, the status quo shall remain.

APMA MEMORANDUM OF UNDERSTANDING, JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

**CITY OF AZUSA APMA SALARY
SCHEDULE PENDING NEGOTIATION**

Effective 8/1/2020

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
POLICE LIEUTENANT	3423	\$10,241.08	\$10,753.15	\$11,290.80	\$11,855.34	\$12,448.11
POLICE SERGEANT	3416	\$8,581.43	\$9,010.51	\$9,461.04	\$9,934.10	\$10,430.80

Effective 8/1/2021

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
POLICE LIEUTENANT	3423	\$10,650.72	\$11,183.26	\$11,742.42	\$12,329.54	\$12,946.02
POLICE SERGEANT	3416	\$8,924.69	\$9,370.92	\$9,839.47	\$10,331.44	\$10,848.01

Effective 8/1/2022

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
POLICE LIEUTENANT	3423	\$11,076.75	\$11,630.59	\$12,212.12	\$12,822.74	\$13,463.88
POLICE SERGEANT	3416	\$9,281.74	\$9,745.83	\$10,233.12	\$10,744.77	\$11,282.01

Effective 8/1/2023

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
POLICE LIEUTENANT	3423	\$11,630.59	\$12,212.12	\$12,822.73	\$13,463.86	\$14,137.05
POLICE SERGEANT	3416	\$9,745.83	\$10,233.12	\$10,744.77	\$11,282.01	\$11,846.11

THIS MEMORANDUM IS THE RESULT OF ARMS-LENGTH NEGOTIATIONS. ALL PARTIES HAVE BEEN AFFORDED THE OPPORTUNITY FOR REPRESENTATION AND CAREFUL CONSIDERATION OF TERMS. ALL PARTIES SIGNING THIS AGREEMENT REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO SIGN ON BEHALF OF THE PARTIES INDICATED.

AZUSA POLICE MANAGEMENT ASSOCIATION



Robert Chivas, President 5-19-21
Date



Jason Poulos, Vice President 5/21/21
Date

CITY OF AZUSA




Sergio Gonzalez, City Manager 5-25-2021
Date




Talika Johnson, Director of Administrative Services 5/25/2021
Date

ATTEST:

APPROVED AS TO FORM AND CONTENT



Jeffrey Lawrence Cornejo, Jr., City Clerk 

Marco Martinez, Best Best & Krieger

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