MEMORANDUM OF UNDERSTANDING

BETWEEN

AUBURN POLICE SERGEANTS ASSOCIATION

AND

CITY OF AUBURN

June 8, 2015 through June 30, 2017

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CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by City and not abridged herein include, but are not limited to, the following, subject to the requirements of this Memorandum of Understanding and/or any provision of law whether it be statutory or judicial:

> To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

PREAMBLE

This Memorandum of Understanding, hereinafter sometimes referred to as the "Agreement," entered into by and between the City of Auburn, hereinafter sometimes referred to as the "City," and the Auburn Police Sergeants Association, hereinafter sometimes referred to as the "Association," has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment for employees in the Police Service bargaining unit, as provided in the following Agreement.

SECTION 1.0
RECOGNITION

A. RECOGNITION

The City recognizes the Association as the exclusive representative of those employees within the bargaining unit for the purpose of meeting and conferring in good faith on

matters within the mandatory scope of representation, pursuant to California Government Code Section 3500.

SECTION 2.0
ASSOCIATION RIGHTS

A. ACCESS TO EMPLOYEE WORK LOCATIONS

Representatives of the Association shall have the right of reasonable access to bargaining unit members outside of their assigned duties, before and after work hours, at meal and break periods, and at other non-work times with the approval of the City Manager or his/her designee.

B. DISTRIBUTION AND POSTING OF ASSOCIATION LITERATURE

The Association may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Association and shall bear the date of posting.

C. USE OF CITY FACILITIES

The City Manager or his/her designee, upon request, may permit the Association to use facilities, depending upon availability of space, for fleeting purposes at no charge. No request for use of City facilities shall be unreasonably denied.

D. DUES DEDUCTION

1. The City agrees that after receipt of a voluntary written and signed authorization from an employee, it will deduct from the wages of said employee the amount of monthly dues as certified on such form and forward said amount to the Association. Upon voluntary written notification by the employee indicating that the employee is no longer a member of the Association, the City will cease to deduct monthly dues from the employee's wages.

2. The Association agrees to indemnify, defend and hold the City harmless against all claims, demands, expenses, judgments or other liability on account of dues or charges collected by the City pursuant to this Agreement and paid over to the Association. The City will report to the Association on a monthly basis the amounts of dues forwarded to Association accounts. The Association agrees to refund to the City any amounts paid to it in error upon presentation of proper evidence thereof.

E. DISCRIMINATION

The City and Association agree not to discriminate against any employee for the employee's membership in, activity on behalf of or other means of lawful participation or refraining from participation in the Association which are authorized and protected by statutory law, Memorandum of Understanding or City Code, Ordinance or Resolution.

SECTION 3.0
GRIEVANCE PROCEDURE

A. PURPOSE

In order to establish harmonious and cooperative relationships between the City and its employees and to keep open channels of communication, it shall be the City's policy to provide for the settlement of differences through an orderly grievance procedure. It is the City's policy to assure its employees the right of access to this procedure, free from interference, restraint, coercion or reprisal for its reasonable use. The procedure applies to all employees of the City in the bargaining unit.

B. DEFINITION OF GRIEVANCE

A grievance is a complaint of an employee or group of employees alleging unfair treatment resulting from a management decision, or concerning the interpretation or application of this Agreement, or the City rules or regulations governing personnel practices or working conditions within the control of management and for which there are no other procedures in existence which may be used to resolve such are governed by Sections 1200, et seq., of the City's Personnel Rules. Disciplinary Actions and Appeals are governed by Sections 1300, et seq., of the City's Personnel Rules, and Government Code Sections 3300-3311.

C. EMPLOYEE'S RIGHT TO REPRESENTATION

An employee shall have the right to be represented by an employee representative at all times and at every formal step in the grievance procedure. An employee shall have the right to be represented by an Association agent or attorney at all times and at every step in the formal grievance procedure.

D. INFORMAL GRIEVANCE PROCEDURE

All persons having a grievance shall make every effort to resolve such grievance by discussion with his/her immediate supervisor prior to submission of a formal grievance.

E. FORMAL GRIEVANCE PROCEDURE

1. In the event that a settlement is not effected after the informal review, the written grievance will be presented within ten (10) working days to the department head. The department head shall have ten (10) working days to investigate and render a written decision. Unless an extension of time has been agreed upon subject to confirmation in writing, failure of the department head to render a written decision within ten (10) working days shall constitute a denial of the grievance, and the grievant shall proceed to and be governed by the time limitations of step 2 of this procedure.

2. If a mutually satisfactory solution has not been reached, the grievant has five (5) working days to submit the grievance to the City Manager. The City Manager shall have ten (10) working days after receipt of the grievance in which to schedule such investigations or hearings as may be necessary and render a written decision. Unless an extension of time has been agreed upon subject to confirmation in writing, failure of the City Manager to render a written decision within ten (10) working days shall constitute a denial of the grievance and the grievant shall proceed to and be governed by the time limitations of step 3 of this procedure.

3. The time for processing a grievance shall not exceed thirty-five (35) days.

4. <u>Mediation Process</u>

This procedure shall apply to disputes involving the interpretation and application of the MOU, including prevailing past practice or a negotiated personnel rule or regulation other than employee discipline.

a. An appellant will be referred to mediation if the appellant is not satisfied with the disposition of the City Administrator's review step of the procedure.

b. The appellant must notify the employer in writing within five (5) working days of the conclusion of the review of the appellant's desire to refer the matter to mediation. The employer shall respond to the appellant and schedule a mediation hearing with the California State Mediation/Conciliation Service.

c. Mediation conferences will take place at a mutually convenient location and shall not be open to parties other than those who are direct parties in the action.

d. Proceedings before the mediator shall be confidential, informal in nature and shall not be admissible in any subsequent hearing. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her. In the event a resolution is reached, the matter shall be reduced to writing. In the event that a resolution is not reached, the parties may stipulate the unresolved issues in writing and submit them to the City Council within five (5) working days. The costs of mediation, if any, shall be borne equally by the parties. (However, each party shall bear its own costs for travel, witnesses, etc.)

SECTION 4.0
HOURS OF WORK AND OVERTIME

A. FORTY-TWO (42) HOUR WEEK

1. A fourteen (14) day cycle will be used and during that fourteen (14) days, each sworn employee with the rank of Sergeant will work eighty-four (84) hours.

2. Each employee who works this shift will receive eighty-four (84) hours of pay at straight-time.

3. Pay periods will remain the 1st through the 15th, and the 16th through the last day of each month.

4. Overtime will be based on hours in excess of eighty-four (84) hours in a two (2) week period.

5. Use of vacation and sick leave will be charged on an hour-for-hour basis.

6. The scheduling concepts to be used within this framework may include twelve (12) hour shifts and other shifts that will increase police coverage and give more consecutive days off to employees.

B. OVERTIME AND OVERTIME COMPENSATION

1. For regular employees subject to regulation of the Department of Labor in the bargaining unit, any work required in excess of their normal workday and workweek (non-cumulative) shall be classed as overtime work.

2. Overtime work, when directly ordered by the department head or the City Manager, shall be compensated by pay at the rate of time-and-one-half the straight time rate or time off with pay at a rate of time-and-one-half the straight time rate, at the option of the employee. Compensatory time off may be accumulated up to sixty (60) hours, and the accumulation may continue beyond the fiscal year if approved by the City Manager. Overtime work beyond the sixty (60) hours accumulation limit will be compensated by cash payment at the time-and-one-half rate. Notwithstanding the forgoing, at the sole discretion of the City Manager, and on a case by case basis, cash payment for less than sixty (60) accumulated hours may be paid. However, Police Department employees covered by this Agreement may have the option of receiving all accumulated CTO in cash upon separation from City service.

3. Effective July 1, 1980, the City agrees to allow Auburn Police Sergeant's Association, at the individual's option, to accumulate overtime and receive lump sum payoff as follows:

   a. Accumulate from July 1 through November 30, with payoff on the first payday in December.

   b. Accumulate from December 1 through June 30, with payoff on the first payday in July.

4. Sworn personnel shall receive a minimum of four (4) hours at time-and-one-half rate (6 hours) for non-canceled, subpoenaed court time during off-duty hours. Actual court time in excess of four (4) hours shall be paid at the rate of time-and-one-half the straight time rate. Unless given twenty-four (24) hours notice of cancellation, sworn personnel shall be compensated at a rate of two (2) hours overtime (which equals 3 hours of straight time).

5. Stand-by duty requires the employee so assigned:

   a. To be ready to respond to calls for service; and

   b. To be reachable by telephone or radio; and

   c. To refrain from activities which might impair his/her ability to perform his/her assigned duties.

6. Stand-by for court duty may only be assigned by a department head or his/her designated representative.

7. Stand-by duty shall be compensated at a flat rate of Twelve Dollars ($12.00) for weekdays and Fifteen Dollars ($15.00) for weekends and holidays, for eight (8) hours (one normal shift) of stand-by duty, or any portion thereof, and shall be paid for in the pay period it is earned.

SECTION 5.0
SALARY ADMINISTRATION

A. SALARIES/SPECIAL SALARY ADJUSTMENTS

1. Additional Salary Step

Effective the first pay period in January 2016, the City will add a new top step to the salary range for the class of Police Officer. The new top step shall be approximately 5% above the current top step.

Employees who have had satisfactory performance and who have been at the current top step for more than twelve (12) months shall be moved to the new top step. Employees who are at the current top step less than twelve months and have had satisfactory performance shall move to the new top step on their anniversary date. Employees shall continue to move through the salary range pursuant to applicable MOU provisions and City personnel rules.

2. Salary Increase

A. In an effort to remedy salary compaction between police sergeant and police officer classifications, effective July 1, 2016, the salary range of police sergeant shall be increased by one percent (1.0%)

B. In exchange for Section 8, Item F 2a and 2b, effective the first pay period in January 2017, the City shall increase the salary of all employees by 2.37%.

3. Police Officer Service Retention Credit

A. Employees who complete one (1) year of City service shall receive one percent (1%) of salary beginning with the first pay period of their second year.

B. Employees who complete two (2) years of City service shall receive two percent (2%) of salary beginning with the first pay period of their third year.

C. Employees who complete three (3) years of City service shall receive three percent (3%) of salary beginning with the first pay period of their fourth year.

D. Employees who complete four (4) years of City service shall receive four percent (4%) of salary beginning with the first pay period of their fifth year.

E. The Service Retention Benefit shall be effective July 1, 2005.

B. FINANCIAL ABILITY TO MEET FUTURE EQUITY ADJUSTMENTS

It is mutually agreed that the City of Auburn may have limited financial ability to pay future equity adjustments, and such ability is entirely dependent upon the economic conditions that prevail in the community, and legislative actions of the State of California. The City Manager and representatives of the APSA will meet each year, after the adoption of the state budget, to review the status of revenue forecasts associated with property tax estimates developed by the Placer County Auditor-Controller, sales tax forecast information generated by the State Board of Equalization, and Motor Vehicle In-lieu reimbursement allocations issued by the State Controller. In the event that there are delays in the adoption of the State Budget, any scheduled equity adjustments referenced in this Memorandum of Understanding may be implemented retroactively to the beginning of the fiscal year (July 1st).

Any legislative change in the allocation formulas used for distributing property taxes, sales taxes or motor vehicle in-lieu fees to the City, that decreases the amount of such revenues received by the City, shall result in the suspension of any equity adjustments increase referenced in this Memorandum of Understanding. Further, in the event sales tax receipts received are less than the amount set forth in the adopted budget, such event shall also result in the suspension of any salary increase referenced in this Memorandum of Understanding. The City will meet with the APSA as soon as practical thereafter to begin negotiations on the resulting suspension of the equity adjustments. If the equity adjustments are suspended due to the above, the City agrees that when the City receives such monies at a later date, the scheduled equity adjustments will be retroactive to the beginning of the applicable fiscal year. If monies are not received one (1) year from the date the State budget is passed for each year, there will be no retroactivity. No other provision of this Agreement is subject to this reopening clause. This provision shall be deleted at the expiration of this MOU.

C. STATUS CHANGES

1. Salary At Time of Employment

This plan may provide a flat salary rate or a salary range for each classification with a minimum, maximum and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step on employment, except that the City Manager or other appointing authority may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually qualified. Such offer must be in writing and supported by documentation.

2. Change In Pay Upon Promotion

When an employee is promoted, he/she shall normally receive the first step in the salary range for the new position. However, if such step is equal to or less than his/her present salary, or he/she would be eligible for step advancement within sixty (60) days in his/her previous position, he/she shall receive the next step in the salary range of the new position which is immediately above his/her present salary.

3. Change In Pay Upon Demotion

When an employee is demoted, he/she shall be placed in a salary step in his/her new class, which is the same as or above the step held prior to demotion, providing said demotion is not the result of disciplinary action.

4. Change In Pay Upon Reclassification

When a position is reallocated to a classification with a higher pay range and the incumbent employee retains the position, he/she shall normally be placed at the first step in the new range. If no increase in pay results, advancement may be made to the new step immediately above the present salary. When a position is reallocated to a classification for non-disciplinary reasons with a lower salary range, the incumbent employee shall not be reduced in pay while he/she continues to occupy the position. If his/her current rate exceeds the maximum step of the new range, his/her salary shall be frozen ("y-rated") at its current level. When the incumbent leaves the position, his/her replacement shall normally be hired at the beginning rate.

D. ANNIVERSARY DATES

1. The City agrees to modify its anniversary date rules to require that any and all merit step increases or other anniversary date references will be applied in the pay period in which the anniversary date falls.

2. Eligibility For Advancement In Pay

Step	Time-In-Step
A	6 months
B	6 months
C	1 year
D	1 year
E	N/A

Effective the first pay period in January 2016:

Step	Time-In-Step
A	6 months
B	6 months
C	1 year
D	1 year
E	1 year
F	N/A

If warranted for the good of the service or when any employee demonstrates outstanding capacity in performing his/her duties, he/she may be advanced prior to completion of the above time-in-step requirement. When a pay range consists of less than five (5) steps, the range shall be established at the higher steps within the above time schedule. In determining time-in-step, it shall begin on the first day of the payroll period if employment occurs during the first ten (10) days of the period, otherwise time shall begin on the first day of the next payroll period. If an employee is on leave without pay for more than one (1) month, the period shall be deducted from his/her accumulated time-in-step.

E. MERIT STEP INCREASES

1. Employees may be advanced to higher steps as merited by progressive improvement in job skills and work performance, as affirmed by periodic performance appraisal documents. The following time-in-step requirements shall apply before an employee gains eligibility for an advancement in pay.

2. The City Manager shall have the authority to withhold step advancements only for reasonable cause, and the department head has the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. The department head shall keep his/her employees informed about their job performance, giving good work its proper recognition and any deficient work all possible guidance and assistance toward improvement. The department head

shall notify the employee as to the reasons for withholding step advancements. Such matters may be subject to the grievance procedure and limited to whether the City was arbitrary, capricious or discriminatory.

3. For Police Department sworn personnel there shall be a one (1) year probationary period.

F. PAY FOR EMPLOYEES IN AN "ACTING" CAPACITY

Any employee in the unit who is assigned to and performs the duties of a higher level position on an "acting" basis for a full shift or more, for any reason, shall be compensated at a rate of pay five percent (5%) greater than the salary authorized before the "acting" duty assignment is made.

G. SPECIAL ASSIGNMENT POSITIONS

1. Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager. Special assignment positions so established will be reviewed annually by the City Council. Selection of employees to said position and removal there from shall be made by the City Manager upon recommendation of the department head. An employee so assigned shall receive a salary increase of not less than five percent (5%) of his/her present salary.

2. Officers expressly assigned to provide field training shall be granted an assignment increment of five percent (5%) over base salary for all hours actually worked.

3. Officers assigned to detective duty will receive special pay of five percent (5%) in accordance with the salary resolution in force as of June 1, 1994. Designated officers are to be reviewed annually.

4. Officers assigned to Motorcycle and/or Bicycle Patrol shall have the option of requesting to perform their shift by using a patrol car when the outside temperatures are unsafe and/or unhealthy. General guidelines for outside temperatures would be above 95 degrees and/or below 40 degrees.

5. Officers assigned as the Detective Sergeant shall receive an assignment increase of seven and one-half percent (7.5%) over base salary.

H. DEFERRED COMPENSATION

Employees in the unit shall be allowed to voluntarily participate in the City-sponsored deferred compensation plan.

I. LONGEVITY

1. Longevity increments shall be administered for all unit members at the start of year seven (7), year eleven (11), fifteen (15) and year twenty-one (21) for satisfactory active service. Longevity increment shall be five percent (5%) over the employee's base salary and shall be administered based upon the employee's regular employment date.

2. The employee must have a performance evaluation of "meets expectations" or better in the twenty-four (24) month period preceding the applicable longevity step in order to be eligible for the five percent (5%) increase.

J. CLASSIFICATION ADVANCEMENT

Provided that the position is budgeted, employees of the unit hired in the entry level of the class series shall be promoted to the journey level of the class series upon completion of one (1) year of service, provided that the performance rating of the employee is at an overall "satisfactory" or higher rating. An employee with less than a satisfactory overall rating at the lower level shall be reevaluated no later than three (3) months after the original denial of their promotion so that he/she may be promoted to the next higher level of the class series. Denial of a promotion to the next higher level after the second review may only be for reasonable cause.

K. NIGHT SHIFT DIFFERENTIAL

To qualify for shift differential, an employee must have a regularly assigned daily work schedule that requires the majority of actual working time (more than half the number of hours in the workday) 7:00 p.m. through 7:00 am hours inclusive. Said night shift premium will be five percent (5%) of base pay rate for qualifying hours.

L. SHIFT WORK SCHEDULE SECLECTION

The Police Department shall post the work shift schedule for employees twice a year. Shifts will generally be filled by seniority. The Chief of Police or his/her designee shall retain the authority to make the final decision on shift selection(s) for employees to meet the needs of the department.

The Chief of Police will also have the ability to deny a position based on seniority if that person requires retraining or monitoring for a job performance that is substandard or unsatisfactory based on their current yearly overall evaluation.

SECTION 6.0
SPECIAL ALLOWANCES

A. UNIFORM ALLOWANCE

Effective July 1, 2015, the City shall on a quarterly basis provide each swom officer the amount of Two Hundred Fifty Dollars ($250.00) for clothing allowance. Clothing so purchased will meet the official standards of the department. The first uniform shall be purchased by the City in order to lessen the fiscal impact on new hires who would otherwise have to wait for a quarterly payment of a uniform allowance.

In lieu of the $600 reimbursement for protective vests, the City will provide NIJ Level 3A protective vests for all Police Officers and shall replace protective vests on manufacturer recommended intervals.

B. MEAL ALLOWANCE

In the event that an employee is required to work a minimum of two (2) hours beyond his/her regular shift, including emergency call out, he/she shall be paid a meal expense of Eleven Dollars ($11.00).

C. MILEAGE ALLOWANCE

1. The City hereby agrees with the Association to compensate the driver of a vehicle for travel time to and from a training location at appropriate FLSA rates. Mileage reimbursements will be at applicable GSA rates for POST-related training. Other training will be reimbursed at applicable IRS rates for miles driven.

2. When the City requires a Police Department employee to attend a training session outside of the City, it shall be the employee's option to use either a City-owned vehicle or his/her own vehicle for transportation. Any vehicle mileage reimbursement will be paid at the GSA rate or applicable IRS rate. Employees authorized to use a privately-owned vehicle shall be required to maintain Public Liability and Property Damage (PL & PD) insurance coverage on their vehicle and to maintain their operator's license in good standing.

SECTION 7.0
LEAVES OF ABSENCE

A. VACATION

1. Where employees are assigned twelve (12) hour duty shifts, the calculation of earned vacation credits shall be increased by five percent (5%) over the annual accrual rate.

2. Employees shall earn vacation credits at the rate of:
   a. From one (1) to two (2) years of service, all eligible employees shall earn vacation at the rate of twelve (12) working days (96 hours) vacation per year.

   b. From three (3) to five (5) years of service, all eligible employees shall earn vacation at the rate of fifteen (15) working days (120 hours) vacation per year.

   c. After five (5) years of full service, all eligible employees shall earn vacation credits at the rate of seventeen (17) working days (136 hours) vacation per year.

   d. After ten (10) years of service, all eligible employees shall earn vacation credits at the rate of twenty one (21) working days (168 hours) vacation per year.

   e. After fifteen (15) years of full service all eligible employees shall earn vacation credits at the rate of twenty-three (23) working days (184 hours) vacation per year.

3. Vacation leave is a right of the employee; however, the use of same shall be approved by the Police Chief or his/her designee, taking into account the desires and seniority of employees and, more particularly, the workload requirements of the department.

4. Probationary employees, while serving their first six (6) months in the service of the City, shall not be allowed to use their accrued vacation time. However, vacation credits shall accrue to such probationary employee.

5. As of his/her anniversary date each year, no employee shall be allowed to maintain balance of unused vacation leave earned in excess of twice the maximum earnable vacation by a fully-tenured police sergeant (584 hours). Employees whose vacation balances exceed the vacation cap shall not accrue vacation until such balances are reduced below the vacation cap. Exceptions to the vacation cap may be made by the City Manager when such exceptions are deemed by the City Manager to be in the best interest of the City.

Employees shall have the option of selling back up to 100 hours of vacation before June 30, 2015.

Effective July 1, 2015, employees may cash out up to 40 hours of vacation leave per fiscal year. Vacation leave shall be cashed out pursuant to procedures established by the City.

6. Upon termination, all accumulated vacation will be added to the final pay and/or toward early retirement, at the employee's option.

7. The City shall pay to the estate of an employee who dies prior to discharge for cause, retirement or layoff, any accrued accumulated vacation. Payoff shall be based upon the hourly pay rate of such employee at the time of death unless otherwise specified herein.

8. Part-time employees who work twenty (20) hours a week on a regular basis shall be eligible to accrue and use vacation leave according to the same rules that apply to all full-time employees; however, the accrual rate of a part-time employee shall be prorated based upon the number of hours employed, i.e., half-time, sixty percent (60%) time, etc. Part-time employees subsequently hired as permanent full-time employees shall receive prorated credit for part-time service toward vacation accrual as a full-time employee.

9. The City agrees with the Association on a vacation sign-up system, which permits the scheduling of vacation in a given calendar quarter to be taken no sooner than two (2) calendar quarters later. City policy encourages employees to use vacation time. In considering approval for vacation requests, first priority will be to employees with the most seniority. In the event a junior employee's vacation request conflicts with a senior employee's vacation request and the junior employee is approaching the two (2) year limit on vacation accruals, the City Manager may approve an extension; however, such extension is not to exceed a period of six (6) months.

B. SICK LEAVE

1. Sick leave shall be allowed in case of actual sickness of the employee. Employees may use up to five (5) days sick leave per calendar year in the event of illness on the part of a family member that requires their assistance. Such leave shall not be charged against regular sick leave accrual. This section would apply to the following family members: mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law, and father-in-law of the employee or family member domiciled with the employee.

2. Sick leave shall be earned at the rate of twelve (12 x 8 hour) workdays per year. Sick leave shall be taken in periods of no less than one (1) hour. No sick leave shall be earned during leaves of absence without pay.

3. Part-time employees who work twenty (20) hours a week on a regular basis shall be eligible to accrue and use sick leave according to the same rules that apply to all full-time employees; however, the accrual rate of a part-time employee shall be prorated based upon the number of hours employed, i.e., half-time, sixty percent (60%) time, etc. Part-time employees subsequently hired as permanent full-time employees shall receive prorated credit for part-time service toward sick leave accrual as a full-time employee.

4. Probationary employees, while serving their first three (3) months in the service of the City, shall not be allowed to use their accrued sick leave. However, they shall continue to accrue sick leave credits at the regular rate for entitlement thereafter.

5. When absence is for more than one (1) workday, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Officer stating the cause of the absence before sick leave with pay will be granted. If an employee becomes ill while on vacation, his/her period of illness may be charged to sick leave upon presentation of a doctor's certificate stating the nature and extent of the illness. In any case, an employee may be required to file a physician's statement for each illness regardless of duration. An employee may also be required to take an examination by a physician designated by the City and to authorize consultation with his/her own physician concerning his/her illness.

6. Employees shall, whenever possible, make appointments for medical, dental and similar purposes on Saturday or other non-workdays. If this is not possible, sick leave may be used for these purposes in accordance with the rules stated above.

7. The City will establish a maximum cap of seventy-five (75) days of accumulated sick leave that may be used for early retirement when the purchase of the PERS sick leave/service credit benefit occurs. Upon the City purchase of the PERS sick leave/service credit benefit plan, the City "sick leave sell-back" plan (contained in paragraph 3 of the sick leave provisions of the current MOU) shall expire, and sick days accrued beyond the seventy-five (75) day cap will not be paid for by the City.

8. Sick leave balances may not be surrendered to the City for cash value.

9. Family leave time and funeral leave time is designated as sick leave and will be deducted from sick leave balances.

10. Upon retirement, such unused sick leave balances remaining may be applied as PERS service credit but cannot be cashed out.

D. FUNERAL LEAVE

Employees in the unit shall be granted funeral leave with pay as necessary, but not to exceed five (5) workdays, upon the occasion of the death of a close relative. Additional funeral leave for travel purposes, not to exceed three (3) calendar days, may be granted by the City Manager when circumstances warrant the same. This section would apply to the following family members: mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law or father-in-law of the employee.

E. JURY LEAVE

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay while actively rendering such service. Any jury fees received by an employee shall be remitted to the City, exclusive of any meal and/or travel reimbursements rendered by the courts.

F. HOLIDAYS

3. Employees Assigned to Work Shifts:
Effective the first pay period after approval of this MOU, in lieu of holidays, employees who work shift assignments shall receive a Holiday in-Lieu pay differential of five percent (5%).

2. Employees Not Assigned to Work Shifts:
The following days shall be holidays for employees in the unit not working "shift" assignments.

a. New Year's Day

b. Martin Luther King, Jr., Day

c. Lincoln's Birthday

d. Washington's Birthday

e. Memorial Day

f. Independence Day

g. Labor Day

h. Veteran's Day

i. Thanksgiving Day

j. Friday immediately following Thanksgiving Day

k. Christmas Eve

l. Christmas Day

m. New Year's Eve

n. Floating Holiday (4 hours). Floating holiday hours are to be used during each calendar year. Floating holiday hours may not be carried over (as of the employee's anniversary date).

3. If a holiday falls on Saturday, then the previous Friday is to be taken. If a holiday falls on Sunday, then the following Monday is to be taken.

4. Non-shift employees assigned to work on a holiday shall be paid at a rate of two and one-half (2-1/2) times for hours worked. Such compensation is limited only to employees actually working a holiday shift. If a holiday falls on an employee's regular day off, he/she shall be entitled to equivalent time off at a later date.

5. The City and the Association have agreed that "non-shift" personnel may work their holidays with prior City approval and receive appropriate pay or time off at a later date in the same manner as shift personnel would if the workload dictates that this occur.

6. Shift personnel working either Thanksgiving or Christmas shall be paid at a rate of one and one-half (1-1/2) times for hours worked.

7. All employees of the Police Department who are not eligible for time off on holidays shall earn an additional vacation credit of one (1) workday per month. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service to the City in order to be eligible for a full annual vacation leave. However, an eligible employee may take his/her earned vacation after the completion of the first six (6) months of service.

G. MILITARY LEAVE

1. Military leave shall be granted in accordance with the provisions of state law (Military and Veterans Code). All employees entitled to military leave shall give their department head and the City Manager a notice and opportunity, within the limits of military requirements, to determine when such leave shall be taken. If available, a copy of military orders received shall be delivered to the City prior to the taking of such leave. If not available, then upon return from military duty, a copy of military release shall be given to the City.

2. Full pay shall continue while the employee is on military duty; however, upon return to employment in the City, any military pay received for such duty in excess of thirty (30) days service is to be reimbursed to the City.

3. Any employee engaged in monthly training for military reserve duty shall not suffer any loss of compensation or benefits for weekend training. Neither shall there be any loss of compensation or benefits for the annual thirty (30) day training, provided, however, that upon conclusion of the thirty (30) day annual training, the employee reimburses the City for the amount of salary paid by the military for the same period.

H. LEAVE OF ABSENCE

The City Manager, upon written request of an employee, may grant a leave of absence without pay for an initial period up to ninety (90) days. Additional leave, not to exceed one (1) year maximum, may subsequently be granted for good and sufficient reason. Leaves hereby authorized shall include educational leaves, maternity leaves, employee illness and injury and leave for any other purpose promoting the good of the service. Whenever granted, such leaves shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time leave was granted. Failure of the employee to report promptly at its expiration or within a reasonable time after notice to return to duty shall terminate his/her right to be reinstated. Any leave without notice or without authorization shall be absence without leave and shall be the basis for summary dismissal.

SECTION 8.0
HEALTH AND WELFARE

A. HEALTH, DENTAL, VISION AND LONG TERM DISABILITY INSURANCE

1. The City's OMNI Health Plan Coverage terminated on October 31, 1999. The City has contracted with CalPERS for health coverage for all City employees effective November 1, 1999. All employees electing to receive Kaiser coverage must obtain this through CalPERS.

2. The City will provide for each employee and his or her dependents group health insurance coverage. Effective and retroactive to July 1, 2010 the City shall pay seventy percent (70%) and employees will pay thirty percent (30%) of the average total cost for premiums occurring in those CalPERS plans offered to City employees in the 95603 Zip Code area (excluding the highest and lowest as calculated below).

3. For health insurance coverage, the City shall pay the following maximum dollar amounts per month for employees:

   Single employee coverage: 70% of premium
   Single employee plus one dependent: 70% of premium
   Single employee plus two or more dependents: 70% of premium

4. Any full time employee may elect not to receive health coverage from the City Employees who elect not to receive health coverage from the City will be required to sign a release form. Any employee who signs a release from shall receive monthly payments equal to the 1 person coverage amount in effect at the time of the release is signed. From time to time said amount will be increased.

5. Employees may contribute to the vision plan that is self funded by the City. Employees shall contribute to the plan in the following amounts per month:

1 party	$2.00
2 party	$4.00
Family	$5.60

6. The City will provide a self funded dental plan.

B. LIFE INSURANCE

The City shall provide life insurance for all employees in the unit in the amount of $50,000 for each employee. Each employee shall be allowed to purchase additional amounts of life insurance above the $50,000 provided by the City. These additional amounts will be paid for by the employee and may be paid for through payroll deductions.

C. EMPLOYEE HEALTH INSURANCE COVERAGE AFTER RETIREMENT

Subject to carrier approval, a retired City employee may continue, at their option, to participate in the City-sponsored health insurance program after retirement, provided that the employee pays the full premium amount for himself/herself and all eligible enrolled

dependents. An eligible employee may use funds from the Medical Savings Program outlined below provided the employee meets the conditions associated with such plan. This entitlement shall cease when the employee reaches age 65 and becomes eligible for Medicare.

D. STATE DISABILITY INSURANCE

Employees in the unit shall be enrolled in the State Disability Insurance (SDI) program. The premium costs for SDI shall be borne by the employee. SDI payments shall be integrated with accrued sick leave.

F. RETIREMENT

1. Retirement Formula:

   A. Employees hired prior to July 1, 2010:
   Employees hired prior to July 1, 2010, shall be members of the Public Employees Retirement System (PERS), and shall have the PERS 3% @ 50 formula as provided by the terms of the contract in effect between the City and PERS.

   B. Employees hired between July 1, 2010 and January 1, 2013:
   Employees hired on or after July 1, 2010, and before January 1, 2013, shall be members of the Public Employees Retirement System (PERS) for safety members, and shall be governed by PERS Two-Percent (2%) @ 50 formula, and the contract between the City and PERS shall be modified accordingly.

2. Retirement Contribution:

   A. All employees hired prior to January 1, 2013 (classic members):
   All employees hired prior to January 1, 2013 shall pay the full nine percent (9%) of the employee share of PERS. Effective the first pay period in January 2017, all classic members shall pay the employee portion of nine (9) percent plus an additional three (3) percent of the employer cost for a total employee contribution of twelve percent (12%) of salary to the PERS retirement plan. If necessary, the contract with PERS shall be amended to reflect the twelve percent (12%) employee contribution rate for classic members.

   B. New employees hired on or after January 1, 2013 (new members):
   New employees shall be members in PERS in compliance with the Public Employees' Pension Reform Act (PEPRA). New members shall contribute fifty percent (50%) of the total normal cost of the PERS retirement plan. Effective the first pay period in January 2017, all new members shall pay an additional three (3) percent of the employer cost. All such payments by the employee shall be done in accordance with IRS code 414 (h)(2) and shall be paid on a pre-tax_basis.

Additionally, any payments made by the employee shall be credited to the employee's PERS account in accordance with PERS rules.

3. CalPERS Section 21574 – Fourth Level of Survivor Death Benefit:
The City shall amend the CalPERS agreement with the City to provide the CalPERS Section 21574 – Fourth Level of Survivor Death Benefit as soon as practical. Employees shall be responsible for any employee-borne costs for the benefit, and City shall pay employer share for benefit.

4. Medical Savings Plan

A. Effective July 1, 2009, the City shall contribute a total of two-Hundred and forty Dollars ($240.00) per month towards an employee's Medical Savings Plan provided the employee has ten (10) years City service with the City of Auburn. The City shall contribute a total of One-Hundred and ninety-dollars ($190.00) per month effective July 1, 2009 towards an employee's Medical Savings Plan provided the employee has less than ten (10) years City service with the City of Auburn. Such employees' shall be subject to the following conditions:

1) The City's contribution to such accounts shall be invested into a Section 115 irrevocable trust account which includes the following features:
   a) City contributions to the trust are not subject to taxation.
   b) Interest income to the trust is not subject to taxation.
   c) Distributions are not subject to taxation, subject to section 115 of the IRS code.
   d) City contributions are irrevocable in nature.
   e) Contributions and distributions shall be governed pursuant to the MOU between the City of Auburn and the APOA and section 115 of the IRS code.
   f) Any and all fees for set-up, maintenance and reimbursement distribution shall be borne by the Section 115 irrevocable trust.

2) Such funds shall become available only to an employee who has accumulated such funds while employed as a Police Officer with the City of Auburn, and retires from the City of Auburn.

3) In the event such employee separates from the City of Auburn for any reason other than retirement (including medical retirement), such funds shall be totaled and redistributed to the remaining employee accounts pursuant to the following formula:

Total years of service with the City of Auburn as of January 1, divided by the total years of service of all officers in the Auburn

Police Sergeants Association = ____ % to be multiplied by the sum of the available funds.

4) Such funds shall only be used to pay for employees' health insurance premium for employee and one (1) dependent.

5) This plan is in an effort to explore alternatives to the high cost of health insurance for retirees, and as an incentive to retain experienced Police Officers. All money contributions and interest shall vest with those employees with a medical savings account, and be subject to the conditions outlined above.

6) The Section 115 plan provider shall provide each employee with an annual report of the total dollars paid for the employee and credited to the employee's individual account for the Medical Savings Plan.

G. DRUG, ALCOHOL AND SUBSTANCE ABUSE POLICY

1. The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol or substance abuse testing.

2. "Reasonable suspicion" for purposes of this Article includes, but is not limited to, the following:

a. A critical incident has occurred while on duty for the City or at the employee's work location.

1) An accident involving a City vehicle or equipment causing damage to property or persons, in combination with any factors in paragraph "b" below.

2) Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.

3) Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with open container of alcohol in work area or vehicle.

b. Documented objective facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective facts may include characteristics of the employee's appearance, behavior, mannerisms, speech or body odors. Components of such documentation should include (a) equilibrium, (b) manner of speech, (c) mental reactions, (d) odor of intoxicants on breath

or clothing, (e) eyes, (f) general appearance, (g) physical actions and (h) work behaviors.

H. EMPLOYEE ASSISTANCE PROGRAM

Effective as soon as possible, the City shall select and establish an Employee Assistance Program (EAP) and contribute approximately Five Dollars and Seventy-Five Cents ($5.75) per month per employee toward the cost for such City-determined program. Such program shall endeavor to provide counseling services for personal and family member problems related to marital/family relationship problems, alcohol or drug abuse, stress-related problems, depression and other types of psychological problems for employees of such referral and intervention.

I. CHIROPRACTIC SELF FUNDED PROGRAM

The City agrees to establish a self-funded Chiropractic Program as soon as practical with the following benefits and premiums: twenty (20) visits annually per employee and each employee's dependents; Plan to pay Ten Dollars ($10.00) per visit; seventy-five percent (75%) of premium to be paid by City; twenty-five percent (25%) of premium to be paid by employee. The specific monthly premium for employee and City shall be:

	Employee	City
Employee only coverage:	$2.08/pay period	$6.24/pay period
Employee plus one:	$4.16/pay period	$12.48/pay period
Employee plus two or more:	$5.82/pay period	$17.46/pay period

SECTION 9.0
REDUCTION IN FORCE

A. LAYOFF AUTHORITY

1. The City Manager may lay off employees pursuant to the following procedures. The City shall give the Association notice prior to implementation of any proposed layoff and shall provide the Association with the opportunity to meet and confer regarding alternatives to the layoff. This constitutes the full agreement concerning layoffs between the parties.

2. The appointing authority may layoff or reduce an employee when necessary:

   a. For reasons of economy, lack of work or funds;

b. For a change in organization where there are more employees than positions in any class within the City.

B. EMPLOYMENT STATUS AND LAYOFF

Layoffs and reductions shall be made by class of position. In each class of position in which there is to be a layoff or reduction, employees shall be laid-off according to employment status in the following order:

First:	Temporary
Second	Probationary
Third:	Permanent

Temporary employees shall be laid-off according to the needs of the service as determined by the appointing authority. Probationary employees in the class shall be laid-off or reduced according to seniority in service.

C. ORDER OF LAYOFF

In case there are two (2) or more regular employees in the class from which layoff or reduction is to be made, such employees shall be laid-off or reduced on the basis of the last rating in the class as follows:

1. Employees within each category shall be laid-off in inverse order of seniority in City service, except where it can be established that an employee possesses special skills essential to the City.

2. An employee whose position must be eliminated or vacated for the reasons cited in this Section and who requests a voluntary reduction rather than cause some less senior employee to be laid-off or reduced, is entitled to have his/her name placed on a re-employment list.

3. In the event of a tie in seniority, the following regular performance ratings on file will determine the order:

First:	All employees having ratings of "Unsatisfactory"
Second:	All employees having ratings of "Improvement Needed"
Third:	All employees having ratings of "Satisfactory"
Fourth:	All employees having ratings of "Outstanding"

4. In the event of a reduction of force that reduces the number of staffed sergeants positions in the APD and a member of the APSA is reduced to a patrol position, that former sergeant will be eligible to be represented by the APOA as a patrol

officer. If, for any reason, the APOA refuses to allow that former sergeant membership in, and all the benefits of, APOA membership, the City will allow the APSA to continue to represent that former sergeant and to provide the benefits the APOA will not provide.

D. RE-EMPLOYMENT LIST

1. The names of person's laid-off or reduced in accordance with these rules shall be entered upon a re-employment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available. Two (2) refusals shall cause the incumbent's name to be stricken from the list.

2. Names of person's laid-off or reduced in lieu of layoff shall be carried on a re-employment list for a one (1) year period, except that the names of persons appointed to regular positions of the same level as that from which laid-off shall, upon such appointment, be dropped from the list. Persons reduced or re-employed in a lower class or re-employed on a temporary basis shall be continued on the list for the higher position for an additional one (1) year period. A person appointed from a layoff list shall continue to have the same anniversary date he/she had prior to termination, but shall have no seniority accrued except for active service.

E. EXCEPTION TO ORDER OF LAYOFF

Where the appointing authority deems it to be for the best interest of the service, he/she may retain an employee who has specific qualifications, despite the order of the layoff provided above if the appointing authority determines:

1. Such action is for the best interest of the service.

2. The employee retained has such special qualifications.

3. The employee laid-off does not have such special qualifications.

4. Such special qualifications are important in the performance of the work of the City.

F. REDUCTION

The appointing authority may, at his/her discretion, if he/she deems it for the best interest of the service, make reductions in lieu of layoff to positions at lower levels in the same or related series or positions in other series for which the employee to be reduced has demonstrated that he/she possesses the skills and aptitudes required in the position to which he/she is to be reduced, thereby causing layoffs only in the lower ranks. An employee reduced pursuant to this Section shall not be subject to further reduction from the class until all employees in that class, who have not been subject to reduction, have vacated that class.

SECTION 10.0
DISCIPLINARY GRIEVANCES

A. CATEGORIES OF DISCIPLINE

There will be two (2) categories of discipline: fiscal impacts and non-fiscal impacts. Where disciplinary action is taken that has no fiscal impact, the action taken is not subject to arbitration. Records of such non-fiscal discipline shall be purged from the personnel file after a period of sixty (60) months from the date of issuance.

B. DISCIPLINARY APPEALS PROCEDURE

The parties agree to amend the existing disciplinary appeals procedure, vacating and abolishing the Personnel Board (Section 4.00 and 4.05) and replacing Section 13.09 of the City's Personnel Rules and Regulations in its entirety as follows:

1. The grievant and the Association may request the City Manager, or his/her duly authorized representative, to appoint a Hearing Officer to hear evidence and make recommendations to the governing body of the City regarding the resolution of such grievances. The grievant and the Association must request the appointment of the Hearing Officer within ten (10) business days from the date the grievant has received the decision of the City Manager or his/her designee pursuant to the "Skelly" conference. Failure of the grievant and the Association to request the appointment of a Hearing Officer within the time limits set forth above constitutes a waiver and bars the grievance and the grievance will be considered settled on the basis of the last management response.

2. Within ten (10) business days after receipt of a request for the appointment of the Hearing Officer, the City Manager or the Director of Finance/Personnel shall attempt to reach voluntary agreement with the grievant and the Association as to the appointment of a Hearing Officer. Failing to reach voluntary agreement within ten (10) business days of receipt of the request for the appointment of a Hearing Officer, the City Manager or his/her duly authorized representative shall obtain a list from the American Arbitration Association, State Mediation Conciliation

Service of five (5) persons who are qualified to serve as Hearing Officer. Upon receipt of the list, the parties shall meet to select a Hearing Officer from the list. The list of five (5) shall serve as the list of persons to be used by the City and the Association for the term of the agreement, unless otherwise agreed to by both parties.

3. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in cases involving disciplinary action, and the Hearing Officer shall use the standard of proper cause in determining the propriety of the City's conduct. The Hearing Officer shall not hear witnesses or take evidence out of the presence of the other party except by default. The Hearing Officer shall be bound by the expressed terms and conditions of the Memorandum of Understanding, as well as the Personnel Rules and Regulations of the City, in determining the validity of the City's action and shall not have the authority to recommend any additions or subtractions from the Memorandum of Understanding or any provisions of the Personnel Rules and Regulations.

4. In the conduct of the hearing, the Hearing Officer, once chosen, shall hold the hearing to make findings of fact and recommendations to the parties within thirty (30) calendar days of the Hearing Officer's appointment. The Hearing Officer shall be bound to render his/her findings and recommendations within thirty (30) calendar days of the close of the hearing.

5. The Hearing Officer shall submit his/her findings and recommendations in writing to the City, the grievant and the Association. The Hearing Officer's recommendations made thereafter shall be final and binding upon the grievant, the Association and the City, if accepted by the Council. The City Council shall accept the findings and recommendations of the Hearing Officer in its entirety, unless it finds that the Hearing Officer has (a) exceeded his/her authority, (b) committed a serious procedural error, (c) made a finding or conclusion unsupported by the record. (In no case, however, shall a remedy require special legislative action.) Such action shall be taken at the next regular Council meeting, unless said meeting is set within less than seven (7) calendar days of receipt of the Hearing Officer decision.

The cost of obtaining a panel of Hearing Officers from the American Arbitration Association and all costs of the hearing, including the cost of the Hearing Officer, shall be equally borne by the City, the grieving party, and the Association. Each party shall bear the cost of its own attorney's fees.

C. APPEAL REVIEW BY THE CITY COUNCIL

Either the City Manager or the employee may request the City Council to review the Hearing Officer's decision as limited by the conditions above. Such request shall be submitted in writing to the City Clerk within ten (10) calendar days after receipt of a copy of the Hearing Officer's decision. Review by the City Council shall be made within fifteen (15) calendar days after the request for review is received. The City Council may approve, modify or reverse the decision of the Hearing Officer and its decision shall be final.

SECTION 11.0
MISCELLANEOUS

A. PERSONNEL RULES

The City will make available to its employees a reasonably current copy of the City Personnel Rules and Regulations. In the event that there is a conflict between the City's Personnel Rules and this Agreement, the terms of this Agreement shall prevail. Those provisions of the City's Personnel Rules which directly pertain to regular unit members not specifically referred to in this Agreement are, by this reference, incorporated herein.

B. PROBATIONARY PERIODS

Subject to POST requirements, the regular probationary period of all sworn employees in the unit shall normally be no longer than twelve (12) months of continuous service for initial employment. Extension of probationary periods up to a maximum of six (6) months may be approved by the City Manager in individual cases where there is reasonable cause to do so. The normal probationary period for advancement shall be no longer than six (6) months, subject also to extension.

C. NO STRIKES, NO LOCKOUTS

It is agreed by the parties that there shall be no strikes or lockouts during the term of this Agreement. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, work stoppage or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article shall be subject to disciplinary action.

D. PRE-EXISTING BENEFITS, POLICIES, RESOLUTIONS AND OTHER POLICIES

The City shall continue to provide and comply with previously existing negotiable benefits, policies and Personnel Rules and ordinance provisions pertaining to employer-employee relations in existence on the effective date of this Agreement.

E. WAIVER CLAUSE

This Memorandum of Understanding and its attachments and referents constitute the full agreement between the parties concerning wages, hours, and conditions of employment. This Agreement may be altered, changed, added to, deleted from or modified only through mutual consent of the parties. Any additions or other changes in this Agreement shall not be effective unless reduced to writing and properly signed by both parties.

F. SEVERABILITY SAVINGS CLAUSE

1. If during the term of this Agreement, any law or any order issued by a court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

2. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

G. CITY VEHICLE USE

City vehicles shall be assigned at the discretion of the Chief of Police.

H. CREDIT FOR TRAINING

Participation in and completion of special training courses may be considered in making salary increases and promotions. Evidence of such activity shall be filed by the employee with the Personnel Officer. Additional pay may be granted any City employee for training and certification in a training and certification program established by his/her department head and approved by the City Manager. In the Police Department, all sworn personnel shall be compensated as follows:

1. The pay for an Intermediate Certificate shall be two and one-half percent (2.5 %) of gross pay.

2. The pay for an Advanced Certificate shall be two and one-half percent (2.5 %) of gross pay.

3. Police Officer Training Incentive Program - In order to encourage police officers to proceed beyond the Intermediate Certificate provided for in Penal Code Sections 13500 and Chapter 2 of the California Administrative Code, the City shall pay an additional two and one-half percent (2.5%) of base pay for the possession of a valid "Advanced P.O.S.T. certificate beginning the first pay period in July 2008.

4. Bachelor Degree Incentive Program - City shall pay an incentive of five-percent (5%) for the possession of a Bachelor's degree from a recognized college or university beginning July 1, 2009. Such degree must be in a law enforcement field, social sciences, or related field as determined by the City Manager or designee.

I. PUBLIC SECURITY EVENTS

To assure maximum safety for officers assigned to public security events, two (2) officers will be assigned to such activities where crowd control measures are required.

J. TUITION REIMBURSEMENT

With the advance written approval of the City, and upon satisfactory completion with a grade "C" or better, the City shall reimburse a permanent employee for the cost of tuition and books from an accredited college or university (on a course-by-course basis) for courses having a strong nexus to the employee's job classification and will benefit to the City. All classes will be taken on the employee's own time. Reimbursement shall not exceed $1,200 per employee per fiscal year. This Section (Tuition Reimbursement) shall be funded in the amount of $3,600 as part of the 2015-2016 City Budget.

K. LATERAL HIRE -- SERGEANT

As a recruitment incentive for the lateral hire of a police sergeant, the City may, at its discretion, offer one or more of the following employment enhancements to employees hired after the date of adoption of this agreement. Any pay/benefits granted under this section shall be considered an advance payment and not in addition to any payment described in the below sections:

7. Accrual of vacation leave pursuant to Section 7.A at the rate consistent with the years of service as a police officer or deputy sheriff.

8. Training and education incentives pursuant to Section 11.H.

9. Salary step placement consistent with the candidate's previous experience and skills.

10. Longevity Pay pursuant to Section 5.I, consistent with a candidates total service as a police officer or deputy sheriff.

11. Up to a 4% Retention Credit pursuant to Section 5.A.3

L. TERM OF AGREEMENT

This Memorandum of Understanding shall be effective as of June 8th, 2015, and shall expire June 30, 2017.

AUBURN POLICE SERGEANTS ASSOCIATION
"Association"

Michael Garlock
APSA President

CITY OF AUBURN
"City"

Tim Rundel
City Manager

Dylan Feik
Administrative Services Director

Shari Conley
Administrative Technical Analyst

APPROVED AS TO FORM:

Michael Colantuono, City Attorney

Date