

**RESOLUTION NO. 38-24**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORRO BAY, CALIFORNIA,  
APPROVING THE TENTATIVE AGREEMENT FOR AND THE SUCCESSOR  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORRO BAY AND THE  
MORRO BAY PEACE OFFICERS' ASSOCIATION  
FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027**

**THE CITY COUNCIL  
City of Morro Bay, California**

**WHEREAS**, the City of Morro Bay ("City") has, and continues to recognize the Morro Bay Peace Officers' Association ("MBPOA"), as the sole exclusive employee organization representing the City's employees designated as being in the Law Enforcement Unit, including the classifications of Police Officer, Senior Officer and Sergeant, for all matters concerning wages, hours, and other terms and conditions of employment; and

**WHEREAS**, the current Memorandum of Understanding ("MOU") between the City and MBPOA ("MBPOA MOU 2022-2024"), which was duly approved by the City Council on June 28, 2022, is set to expire on June 30, 2024; and

**WHEREAS**, the City and MBPOA entered into negotiations for a successor MOU covering the period of July 1, 2024 through June 30, 2027; and

**WHEREAS**, the City's labor relations representatives and the MBPOA representatives successfully met and conferred to negotiate both a Tentative Agreement for the successor MOU and also the successor MOU between the parties, pursuant to both the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Section 3500-3511) and the City's Employer-Employee Relations Resolution, Resolution No. 08-17, and have jointly prepared and executed the attached Tentative Agreement ("MBPOA MOU 2024-2027 Tentative Agreement"), and the successor MOU between the City and MBPOA, for the period July 1, 2024 through, and including, June 30, 2027 ("MBPOA MOU 2024-2027"), which were ratified by MBPOA on or about May 10, 2024; and

**WHEREAS**, the MBPOA MOU 2024-2027 Tentative Agreement and MBPOA MOU 2024-2027 are subject to City Council acceptance and approval, which are made a part hereof by this reference; and

**WHEREAS**, once approved by the City Council, the MBPOA MOU 2024-27 shall become binding agreements between the City and MBPOA.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA, AS FOLLOWS:**

**Section 1.** The above recitals are true and correct.

**Section 2.** The City Council approves the MBPOA MOU 2024-2027 Tentative Agreement between the City and MBPOA for the period of July 1, 2024 through, and including June 30, 2027, a copy of which is attached hereto as Exhibit 1.

**Section 3.** The City Council approves the MBPOA MOU 2024-2027 as the successor MOU between the City and MBPOA for the period of July 1, 2024 through, and including, June 30, 2027, a copy of which is attached hereto as Exhibit 2.

**Section 4.** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**Section 5.** This resolution shall be effective immediately upon its passage and adoption.

**PASSED AND ADOPTED,** by the City Council of the City of Morro Bay, at a regular meeting thereof held on the 25<sup>th</sup> day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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CARLA WIXOM, Mayor

ATTEST:

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DANA SWANSON, City Clerk



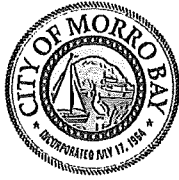
**City of Morro Bay & Morro Bay Peace Officers Association**  
**Tentative Agreement – May 7, 2024**

1. **Term:** Modify Article 7 of the MOU to reflect a term of three (3) years, commencing July 1, 2024 through June 30, 2027.
2. **COLA:** Modify Article 18 of the MOU to provide that effective at the beginning of the pay period that contains July 1 each year, the City shall implement an across-the-board cost of living base salary increase, as follows:
  - July 1, 2024 .....4%
  - July 1, 2025.....4%
  - July 1, 2026.....4%
3. **Market Equity Adjustment:** Modify Article 18 of the MOU to provide that, in addition to the annual COLA, above, the City shall provide additional across-the-board base salary increase for each unit classification effective at the beginning of the pay period that contains July 1 each year, as follows:
  - July 1, 2024 .....4%
  - July 1, 2025.....3%
  - July 1, 2026.....3%
4. **POST Pay:** Modify Article 16 of the MOU to provide that effective at the beginning of the pay period that contains July 1, 2024, POST Certificate pay shall be as follows:

POST Certificate	Current	Effective July 1, 2024
Intermediate	\$230	\$275
Advanced	+\$230	+\$275 (Total of \$550)
Supervisors (Sgts only)	+\$140	+\$200 (Total of \$750)

5. **Deferred Compensation:** Modify the MOU to provide that effective at the beginning of the pay period that contains July 1, 2024, employees shall be eligible to receive a matching contribution to deferred compensation, up to \$1,200.00 per year.
6. **Retention Incentive Program:** Modify the MOU to provide that effective at the beginning of the pay period that contains July 1, 2024, the City will implement a retention incentive pay based upon years of sworn MBPD experience, as follows:

Years of Sworn MBPD Service	Premium
Upon completion of the 3 <sup>rd</sup> year of sworn MBPD experience	2%
Upon completion of the 9 <sup>th</sup> year of sworn MBPD experience	+ 2% (4% total)
Upon completion of the 15 <sup>th</sup> year of sworn MBPD experience	+ 2% (6% total)



7. **Health Insurance:** Modify the MOU to provide that health insurance shall be provided, as follows:

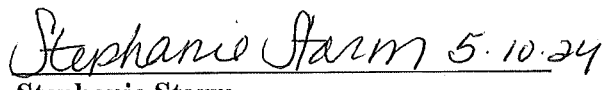
- **Health:** City to pay an amount equal to 100% of the E/ee only premium, 90% of the E/ee+1 premium and 89% of the E/ee+2 or more premium for the lowest cost PPO plan offered through CalPERS.
- **Dental and Vision:** For calendar years 2024 and 2025 the city will contribute 100% of the dental and vision premiums for Employees and their dependents. The city will pay up to a 5% increase in premiums for calendar year 2026 and up to an additional 5% increase for 2027. Employees will pay for any increase beyond 5%.

**FOR THE CITY OF MORRO BAY**

**FOR THE MORRO BAY POA**

  
Yvonne Kimball,  
City Manager

5.8.2024

  
Stephanie Storm,  
MBPOA President

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MORRO BAY PEACE  
OFFICERS ASSOCIATION  
AND  
THE CITY OF MORRO BAY**

**JULY 1, 2024 – JUNE 30, 2027**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE MORRO BAY PEACE OFFICERS ASSOCIATION  
AND THE CITY OF MORRO BAY  
2024 - 2027**

**ARTICLE 1 - PURPOSE**

**WHEREAS**, the City of Morro Bay is a municipal corporation, existing under the laws of the State of California as a general law city; and

**WHEREAS**, the City of Morro Bay is limited, insofar as funds are concerned, because of a fixed tax rate, and in structure because it is a public entity, rather than a profit-making business; and

**WHEREAS**, the Morro Bay Peace Officers Association, Inc, is a California corporation, existing under the laws of the State of California; and

**WHEREAS**, the Morro Bay Peace Officers Association, Inc., and the City of Morro Bay recognize that the mission and the purpose of the City is to provide high-quality and economical municipal services and facilities to the residents of the City of Morro Bay;

**THEREFORE**, this Memorandum of Understanding, referred to as "MOU", is entered into as of July 1, 2024, between the City of Morro Bay, referred to as "CITY," and the Morro Bay Peace Officers Association, referred to as "ASSOCIATION."

It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relations and conditions between the parties hereto, to provide for an orderly and peaceable method and manner of resolving any differences, that may arise, to negotiate any misunderstanding, which could arise, and to set forth herein the basic and full agreement between the parties, concerning the pay, wages, hours of employment, and other terms and conditions of employment.

**ARTICLE 2 - MANAGEMENT**

2.1 In order to ensure that the CITY shall continue to carry out its public safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Morro Bay, the CITY continues to reserve and retain, solely and

exclusively, all management rights, regardless of the frequency of use, including those rights and responsibilities set forth by law and those CITY rights set forth in the CITY's Personnel Rules and Regulations, and including, but not limited to, the following:

- 2.1.1 To manage the Police Department, and determine policies and procedures and the right to manage the affairs of the Department.
- 2.1.2 To determine the existence, or nonexistence, of facts which are the basis of the management decision in compliance with State law.
- 2.1.3 To determine the necessity, organization, implementation, and termination of any service or activity conducted by the CITY or other government jurisdiction, and to expand or diminish police services.
- 2.1.4 To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees, in accordance with Department or CITY Rules, Regulations, or Ordinances.
- 2.1.5 To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of police services to be provided to the public.
- 2.1.6 To require the performance of other public safety services, not specifically stated herein, in the event of an emergency or disaster, as deemed necessary by the CITY.
- 2.1.7 To lay off employees of the Police Department because of lack of work or funds or under conditions where continued work would be inefficient or nonproductive or not cost effective, as determined by the CITY.
- 2.1.8 To determine and/or change the police facilities, methods, technology, equipment, operations to be performed, organization structure, and allocate or assign work by which the CITY police operations and services are to be conducted.
- 2.1.9 To determine methods of financing.

- 2.1.10 To plan, determine, and manage the Department's budget, which includes, but is not limited to, changes in the number of locations and types of operations, processes and materials to be used in carrying out all Police Department functions, and the right to contract or subcontract any work or operations of the Police Department.
- 2.1.11 To determine the size and composition of the Police Department work force, assign work to employees of the Police Department, in accordance with requirements determined by the Police Department, and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby, and overtime, and other work assignments, except as otherwise limited by this MOU, or subsequent MOUs.
- 2.1.12 To establish and modify goals and objectives, related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and required compliance therewith.
- 2.1.13 To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications, and to reallocate and reclassify employees, in accordance with division and/or CITY Rules and Regulations.
- 2.1.14 To determine the issues of public policy and the overall goals and objectives of the Police Department, and to take necessary action to achieve the goals and objectives of the Police Department.
- 2.1.15 To hire, transfer intra- or inter-Department, promote, reduce in rank, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons, in accordance with Department and/or CITY Rules, Regulations and Ordinances.
- 2.1.16 To determine policies, procedures, and standards for recruiting, selecting, training, and promoting employees.
- 2.1.17 To establish, implement, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and

conduct, safety, health, and order, and to require compliance therewith.

2.1.18 To maintain order and efficiency in police facilities and operation.

2.1.19 To restrict the activity of an employee organization on CITY facilities, except as set forth in this MOU.

2.1.20 To take any and all necessary steps and actions to carry out the service requirements and mission of the CITY in emergencies or any other time deemed necessary by the CITY, and not specified above.

2.2 Nothing herein is meant to diminish CITY rights provided by the Government Code.

2.3 Nothing herein is meant to diminish the Public Safety Officers Procedural Bill of Rights Act, as set forth in the Government Code Sections 3300-3313.

2.4 AUTHORITY IF THIRD PARTY NEUTRAL - MANAGEMENT RIGHTS

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the CITY. No third party neutral shall have the authority to diminish any of the management rights, which are included in this MOU.

### **ARTICLE 3 - RECOGNITION**

3.1 Pursuant to Resolution No. 08-17, the Employer-Employee Relations Resolution of the City of Morro Bay and applicable State law, ASSOCIATION was designated by CITY as the representative of CITY employees in the Law Enforcement Unit (hereafter "UNIT"). The UNIT is comprised of the following classifications:

Sergeant  
Senior Officer  
Police Officer

The term "employee" or "employees," as used herein, shall refer only to the foregoing classifications.

3.2 Employees working on a regular basis in a classified position, but less than full-time, shall receive vacation and sick leave accruals on a pro-rated basis, commensurate with hours worked. All benefits for new hires, including insurance benefits, will be allocated on a pro-rated basis commensurate with hours worked.

3.3 ELECTRONIC DEPOSIT:

All employees shall receive their pay by electronic methods. New hires must present account information for a checking or a savings account with an ACH member financial institution.

**ARTICLE 4 - ASSOCIATION BUSINESS**

4.1 Employee representatives, designated by the ASSOCIATION, shall be granted time off, without loss of pay, to attend "meet and confer" sessions with the City Manager, and/or their designee, on subjects within the scope of representation when such meetings are scheduled during regular working hours. Should such meetings extend beyond an employee representative's regular working hours, the employee representative shall be paid for only the regular working hours.

It is understood that this time-off provision shall only apply to a maximum of three (3) employees attending any one meeting between the CITY and the ASSOCIATION. Where exceptional circumstances warrant, the City Manager may approve the attendance at such meetings of additional employee representatives. The ASSOCIATION shall, whenever practicable, submit the names of all employee representatives to the City Manager, or designee, at least two working days in advance of such meetings. Provided further: (1) no employee representative shall leave their duty or work station or assignment, without specific approval of the department head or other authorized CITY management official; and (2) any such meeting is subject to scheduling by CITY management, in a manner consistent with operating needs and work schedules.

4.2 Nothing provided herein shall limit or restrict CITY management from scheduling such meetings before or after regular CITY or work hours.

4.3 Off-duty employees will not be paid for attending meet and confer sessions, nor will overtime be paid for same.

4.4 The CITY will notify the ASSOCIATION's designated representative in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the CITY will provide the ASSOCIATION's designated representative with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The new hire will receive a copy of the MOU with their new employee orientation packet. ASSOCIATION shall be permitted one (1) hour for each orientation session to talk to new bargaining unit members to explain the rights and benefits under the MOU.

The CITY will provide the ASSOCIATION's designated representative a quarterly list of all employees in the represented bargaining unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

Notwithstanding the foregoing, the CITY will not provide the ASSOCIATION with the home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the CITY regarding non-disclosure of said information. The parties will mutually agree on a form to use to track said employee information and whether any employee requests that such information not be disclosed.

The ASSOCIATION shall indemnify and hold harmless the CITY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Section 4.4.

## **ARTICLE 5 - AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this MOU:

5.1 The CITY's principal authorized agent shall be the City Manager, or their duly authorized representative (address: 595 Harbor Street, Morro Bay, CA

93442; telephone (805) 772-6201), except where a particular management representative is specifically designated in the MOU.

- 5.2 The ASSOCIATION's principal authorized representative shall be the President of the Association, or their duly authorized representative (address P. O. Box 276, Morro Bay, CA 93443).

## **ARTICLE 6 - ASSOCIATION DUES AND DEDUCTIONS**

- 6.1 The ASSOCIATION may request that the CITY deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the ASSOCIATION, from the wages and salaries of ASSOCIATION members. The ASSOCIATION hereby certifies that ASSOCIATION has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the CITY unless a dispute arises about the existence or terms of the authorization. Accordingly, ASSOCIATION membership dues shall be deducted each pay period in accordance with CITY procedures and provisions of applicable law from the salary of each employee whose name is provided by the ASSOCIATION. Any changes in ASSOCIATION dues must be given to the CITY a minimum of thirty (30) days prior to change to accommodate changes to payroll. ASSOCIATION will pay the costs incurred by the CITY in order to set up the employee's deductions. After initial set up, ASSOCIATION may be charged \$5 per employee to make changes to requested dues deductions.

- 6.2 The ASSOCIATION shall defend and indemnify, and hold harmless, the CITY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.

### **6.3 DEPOSIT OF DEDUCTIONS**

It is agreed that the CITY will deposit payroll deductions, made payable to credit unions in which the CITY participates, providing the ASSOCIATION makes arrangements for such services that are acceptable to both members and the CITY under the same conditions as prevails for deductions as set forth above.

## **ARTICLE 7 – TERM**

Except as otherwise provided herein, the term of this MOU commences on July 1, 2024, and expires, and is otherwise fully terminated, on June 30, 2027.

**ARTICLE 8 - RENEGOTIATIONS**

The parties agree to commence renegotiations for a successor MOU in good faith under the provisions outlined by the Meyers-Milias-Brown Act (MMBA).

**ARTICLE 9 - ANTI-DISCRIMINATION**

The CITY and ASSOCIATION mutually agree they will not discriminate against employees for the exercise of their rights under the State of California Government Code Section 3502.

**ARTICLE 10 - WORK SCHEDULE**

10.1 Alternative work schedules, in compliance with the federal Fair Labor Standards Act ("FLSA"), may be implemented upon approval of the Chief of Police. No guarantee of work, per day or per week, or of days of work per week, is implied.

The implementation of an alternate work schedule shall not incur any CITY obligation to allocate additional sworn personnel, vehicles or equipment. All deployment of sworn personnel shall ensure effective and efficient delivery of police protection to the community, sufficient to continue during times of vacation, sick leave, and Department-approved training.

10.2 OVERTIME

10.2.1 Sworn Personnel

Overtime shall be all work, authorized by management and actually worked by the employee, in excess of eighty (80) hours worked in a work period. For the purpose of defining hours worked, vacation leave and holiday leave taken shall count towards time worked, for the purpose of overtime. All overtime, as defined herein, shall be paid at one and one-half (1.5) times the employee's regular rate of pay.

NOTE: Hours spent in court under what used to be termed "Court Appearance Pay" shall be considered and paid as part of this article; except for the "minimum pay," which is now covered under Special Pay Practices.

10.2.2 Compensatory Time Off

Effective with the ratification of this MOU, Compensatory Time Off (hereinafter "CTO") shall be earned at the overtime rate of one and

one-half (1.5) times the number of overtime hours, worked as defined in Articles 10.2.1 and 10.2.2. CTO may be accrued up to a maximum of 140 hours. Overtime earned, in excess of the CTO maximum accrual, shall be compensated in cash.

10.2.3 Compensatory Time Payoff

Employees may elect a payoff of up to a maximum total of 60 hours per fiscal year of accrued compensatory time. Upon 30 days' advance notice, partial or full payment will be made on the second paycheck received in March and/or on the second paycheck in September, as elected by the employee.

10.3 EMERGENCIES

10.3.1 Nothing herein shall be construed to limit or restrict the authority of management to make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting an emergency.

10.3.2 Such emergency assignments shall not extend beyond the period of said emergency.

10.3.3 Short staffing, caused solely by absences due to employees taking approved paid leave, shall not be considered an emergency.

10.4 SHIFT ROTATION

Shift rotation shall coincide with the first day of a pay period.

**ARTICLE 11 - VACATION/HOLIDAY LEAVE**

*NOTE: ALL LEAVE TIME (VACATION, SICK LEAVE, HOLIDAY, ETC.), WILL BE TAKEN OFF ON AN HOUR FOR HOUR BASIS EQUALING EMPLOYEE ACTUAL TIME OFF, REGARDLESS OF ACCUMULATION RATES.*

11.1 VACATION

11.1.1 The following is a list of vacation annual accrual schedule by years of employment, effective retroactively to July 1, 2016 for those employees still employed by the CITY upon City Council adoption of this successor MOU:

SERVICE

VACATION

<u>YEARS</u>	<u>ACCRUAL</u>
1-2	88 hrs
3-4	96 hrs
5	104 hrs
6-7	112 hrs
8-9	120 hrs
10	128 hrs
11-12	136 hrs
13-14	144 hrs
15 or more	160 hrs

UNIT members hired after July 1, 2016 may be credited with years of service based upon prior law enforcement service at other agencies as determined within the sole discretion of the Police Chief and as approved by the City Manager and to be documented in both the recruit's conditional offer and the City's initial hire Personnel Action Form. Retroactive application shall be applied to those employees hired on or before the City Council's adoption of this MOU, but there shall be no increased retroactive accrual of vacation. Rather the increased accrual only applies starting July 2, 2016.

- 11.1.2 Employees' vacation accrual will be credited to employees on a pro-rated basis over twenty-six (26) pay periods per year.
- 11.1.3 In determining the priority of individual members for assignment of vacation periods, "seniority within rank" shall be the primary criteria. During the month of January of each year, each employee shall submit their preferences for vacation time off during that calendar year. It is agreed that every effort will be made to permit UNIT members to take vacation at a time and for periods as close to members' preference as possible, consistent with the necessity for maintaining adequate manning to assure performance of police department functions. It is further agreed that every effort will be made to schedule individual vacation periods so as to maximize consecutive vacation days off, consistent with annual vacation entitlement.
- 11.1.4 Effective retroactive to the pay period including July 1, 2016, the maximum amount of vacation accrual will be 280 hours. When an employee reaches the maximum accrual limit of 280 hours, the employee shall cease to accrue vacation leave until the usage of vacation causes the balance to be less than 280 hours. Employees who have a requested vacation denied or canceled within 60 days prior to reaching the 280-hour accrual maximum shall, upon

request, be given an additional 60 days following reaching the maximum to utilize vacation, prior to ceasing to accrue.

#### 11.1.5

Effective beginning for calendar year 2025 and every year thereafter: By December 15 of each year (the first year being 2024), employees may make an irrevocable election to cash out up to forty (40) hours which will be earned in the following calendar year. If an employee makes an irrevocable election to cash out vacation in the following calendar year and uses vacation in that subsequent year, the vacation used will come from vacation the employee had earned prior to January 1 of the year of the cash out. If the employee does not make an election to cash out vacation in the following, no cash out will be permitted, subject to the unforeseen emergency provision, below.

In addition to the above, starting in 2025, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Human Resources Director for a payoff of accrued vacation leave. The amount of vacation leave which may be paid off is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited to forty (40) hours of their accrued vacation leave. These forty (40) hours would be the same forty (40) hours the employee elected to cash out, if applicable.

## 11.2 HOLIDAYS

11.2.1 For the purpose of this MOU, the following days are the holidays for the employees in this UNIT:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veterans Day	November 11 <sup>th</sup>

Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Day	December 25 <sup>th</sup>
Day after Christmas	December 26 <sup>th</sup>
Floating Holiday	Varies

11.2.2 Effective upon City Council adoption of this MOU, employees who work a holiday listed in 11.2.1, shall be paid one and one-half (1.5) times their base hourly rate. An employee is eligible for the one and one-half time pay only for the hours actually worked during the actual calendar holiday date as set forth in 11.2.1 above regardless of any change in City observation of same based upon the actual day of the week of the holiday. Each employee will be credited eight (8) hours Holiday leave for each holiday listed in 11.2.1 or recognized under 11.2.3, in addition to pay for time worked on that holiday. Holiday Leave hours shall be pro-rated annually and credited to employees at the rate of four hours per pay period. (For example, if a listed holiday is Sunday, and the City recognizes the holiday on Monday, the employee working the actual holiday on Sunday shall receive credit under the code Police Holiday Worked for working the actual holiday).

11.2.3 Holidays Proclaimed by Government Officials: It is agreed that when a holiday is proclaimed by the Mayor of the CITY, then each regular member of the UNIT shall be granted compensation in the same number of hours as equivalent to the time-off granted other employees of the CITY. Such time-off shall be selected by the Police Chief.

11.2.4 Accumulated Holiday Leave may be scheduled and taken upon approval of the Police Chief, or their designee.

11.2.5 Employees may accumulate up to a maximum of 116 hours Holiday Leave per year. All Holiday Leave, not taken by the pay period containing December 1, shall be paid off at the employee's current rate of pay. By request only, employees may be paid for a designated amount of accumulated Holiday Leave with the pay period including June 1, upon 30 days' advance notice to Payroll. When an employee terminates employment with the CITY, employee shall receive pay for employee's current holiday balance at employee's current base hourly rate.

NOTE: Subject to maximum accrual limits, employee specified amounts of Holiday Leave may be transferred to Compensatory Time Off, upon request in December only: Payroll must be notified by November 1<sup>st</sup>.

### 11.3 MILITARY LEAVE

11.3.1 Military Leave will be provided pursuant to City Resolution 65-01 and Military and Veterans Code 395.03

### 11.4 ASSOCIATION LEAVE

11.4.1 UNIT members will be allowed to contribute accumulated compensatory, holiday, or vacation time off to a special compensatory time account for the use of ASSOCIATION executive officers. ASSOCIATION officers, or their designee(s), may, subject to all normal approvals and restrictions for time off requirements, receive up to a total of forty (40) hours per fiscal year off for attendance at meetings, seminars, etc., on behalf of the ASSOCIATION.

At no time may the ASSOCIATION compensatory time account contain more than one hundred (100) accrued hours.

The parties agree herewith to retain the option to re-open collective bargaining, with respect to this section 11.4.1, regarding the specific issue of initiating a process in which the UNIT members can donate to a time bank for ASSOCIATION business.

11.4.2 Pursuant to Government Code section 3505.3, the CITY shall allow the employee Stewards of the ASSOCIATION a reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:

(a) Formally meeting and conferring with representatives of the CITY on matters within the scope of representation;

(b) Testifying or appearing as the designated representative of the ASSOCIATION in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the ASSOCIATION against the CITY or by the CITY against the ASSOCIATION; and

(c) Testifying or appearing as the designated representative of

the ASSOCIATION in matters before a personnel or merit commission or similar administrative hearing.

11.4.3 Pursuant to Government Code section 3558.8, the CITY shall grant to employee Stewards of the ASSOCIATION, upon written request of the ASSOCIATION, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or representatives or officers of the exclusive representative, or of any statewide or national employee organization with which the ASSOCIATION is affiliated.

(a) The ASSOCIATION shall reimburse the CITY for all compensation paid to the employee on leave. Reimbursement by the ASSOCIATION shall be made on or before thirty (30) days after receipt of the CITY's certification of payment of compensation to the employee.

(b) At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

(c) The ASSOCIATION has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The CITY reserves the right to recall any employee on leave pursuant to these sections due to an emergency.

11.4.4 Compensation – Compensation for release time shall not exceed the employee Stewards' standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the CITY as an employer. The employee shall earn full service credit during the leave of absence and shall pay their member contributions. The leave of absence without loss of compensation or other benefits provided for by this section is in addition to the release time without loss of compensation or other benefits granted to representatives of the ASSOCIATION under applicable laws or this MOU.

11.4.5 Written Notice – Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three consecutive days or less, the ASSOCIATION shall submit a written request to the employee Steward's Department Head at least seven (7) days in advance of the requested leave of absence. For leave requests of greater than

three consecutive days, the ASSOCIATION shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.

11.4.6 Approval or Denial of Leave – A request for leave of absence may be granted on a full-time, part-time, periodic, or intermittent basis and will be approved if it does not substantially interfere with the performance of CITY services and operations. If leave is denied, the Department Head shall provide the ASSOCIATION with written notification of the reasons why the requested leave is denied. If granting the requested leave would create an operational hardship for the CITY, the parties agree to meet and confer regarding the requested leave in order to identify mutually acceptable alternative dates or amount of leave.

11.4.7 Reporting – The ASSOCIATION or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the CITY to ensure that the time reporting is accurate and that the employee is performing the duties of a steward or officer or representative of the ASSOCIATION during all reported working hours.

11.4.8 Indemnification – The CITY shall not be liable for an act or omission of, or an injury suffered by, an employee of the CITY if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the ASSOCIATION. If the CITY is held liable for such an act, omission, or injury, the ASSOCIATION shall indemnify and hold harmless the CITY.

## **ARTICLE 12 - SICK LEAVE**

12.1 Sick leave shall be earned at the rate of eight hours each calendar month of service. There is no limit on the amount of sick leave that may be accumulated by members of this UNIT.

12.2 Based on individual utilization of paid sick leave in the preceding calendar year, rolling backwards 365 days from the date of requested conversion, employee may convert unused accumulated sick leave into paid vacation leave once per fiscal year, pursuant to the formula below:

<u>8 Hour Schedule</u>	<u>10 Hour Schedule</u>	<u>12 Hour Schedule</u>	<u>Maximum Conversion To Vacation Leave</u>
0	0	0	48 hours

.25 to 8	.25 to 10	.25 to 12	36 hours
8.25 to 16	10.25 to 20	12.25 to 24	24 hours
16.25 to 25	20.25 to 30	24.25 to 36	12 hours
over 25	over 30	over 36	0 hours

At least 160 accrued hours must remain in employee's sick leave bank for any employee to be eligible for conversion, or for any conversion to be authorized. In addition, the right to convert, along with any conversion hours, does not carry over or rollover from fiscal year to fiscal year; failure to request conversion, in any fiscal year, eliminates the right to do so for that fiscal year, and does not permit employees to aggregate conversion hours in any other fiscal year.

- 12.3 At termination, unused accumulated sick leave is not compensable; however, upon retirement, may be converted to additional time, as provided by the PERS sick leave option.

**ARTICLE 13 - BEREAVEMENT**

Employees shall be permitted to utilize three (3) days of paid bereavement leave, per occurrence, in the case of the death of members of the employee's immediate family (as defined in the Personnel Rules), where the funeral service will be held in state and five (5) days paid bereavement leave for funeral services held out-of-state. The three or five days shall be regardless of shift length, subject to a maximum of 12 hours per day. Any necessary extra time shall be taken from the employee's accrued sick leave. In cases where sick leave is exhausted, vacation time shall be charged. Paid leave beyond the initial three or five days is subject to department approval.

**ARTICLE 14 - CAL PERS RETIREMENT AND DEFERRED COMPENSATION**

- 14.1 It is the employee's obligation to contribute the employee's contribution to CalPERS. The employee shall pay their own contribution by payroll deduction, consistent with the provisions of 414 (h) 2 of the Internal Revenue Code.

- 14.1.1 Effective October 19, 2019, Tier 1 and Tier 2 members of the ASSOCIATION shall contribute 2% to CalPERS as cost sharing for a total classic employee contribution of 11% and PEPRA members (Tier 3) shall pay the statutorily mandated employee contribution rate of one half the total normal cost or 14% of the employer cost, whichever is higher.

- 14.1.2 Effective no sooner than the pay period including July 1, 2023, CalPERS Classic Member Tier 1 & 2 members of the ASSOCIATION shall make an additional 1% cost sharing contribution to the employer's contribution to CalPERS.
- 14.1.3 Effective no sooner than the pay period including July 1, 2023, the cost sharing for CalPERS PEPRA members of the ASSOCIATION toward the employer's cost shall be reduced by 1%.
- 14.2 The ASSOCIATION understands and agrees that employees bear the risk of payment of any increases in the employee contribution, above the current percentage, made by action of CalPERS or the state legislature.
- 14.3 Parties agree that CITY payment of CalPERS contributions are made based upon tax treatment currently permitted by the State Franchise Tax Board and the IRS.
- 14.4 Should current tax treatment change, the ASSOCIATION and the employee shall hold harmless the CITY, its officers and agents, from any and all claims or costs of any type, including, but not limited to, liability for back taxes, arising out of this MOU, to pay part of the employee's CalPERS contribution. Should current tax treatment change, the ASSOCIATION shall have the opportunity to meet and confer, regarding any such changes.
- 14.5 For Sworn employees, hired prior to September 17, 2011, the CITY agrees to continue to provide CalPERS Safety employees in this UNIT with a retirement benefit program through the California Public Employees Retirement System (CalPERS) as follows:
- 14.5.1 3% @ 50 formula (21362.2)
  - 14.5.2 Unused Sick Leave Credit (Section 20965)
  - 14.5.3 Military Service Credit (Sections 21023.5, 21024 & 21027)
  - 14.5.4 Final Compensation 1 Year (Section 20042)
  - 14.5.5 1959 Survivor Benefit, Level 4 (Section 21574)
  - 14.5.6 Pre-Retirement Death Benefits (Section 21548 Option 2W & 21551)
  - 14.5.7 Retired Death Benefit \$500 (Section 21620)
  - 14.5.8 Prior service (Section 20055)
  - 14.5.9 Public Service Credit for Periods of Layoff (Section 21022)
- 14.6 For Sworn employees, hired on or after September 17, 2011, and those hired on or after January 1, 2013, who meet the definition of classic member, pursuant to the California Public Employees Pension Reform Act of 2013

(PEPRA), the CITY will provide the following CalPERS formula and optional benefits:

- 14.6.1 3% @ 55 formula (21363.1)
- 14.6.2 Unused Sick Leave Credit (Section 20965)
- 14.6.3 Military Service Credit (Sections 21023.5, 21024 & 21027)
- 14.6.4 Final Compensation 3 Year (Section 20037)
- 14.6.5 1959 Survivor Benefit Level 4 (Section 21574)
- 14.6.6 Pre-Retirement Death Benefits (Section 21548 Option 2W and 21551)
- 14.6.7 Retired Death Benefit \$500 (Section 21620)
- 14.6.8 Prior Service (Section 20055)
- 14.6.9 Public Service Credit for Periods of Layoff (Section 21022)

14.7 Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective January 1, 2013, Sworn employees hired, who meet the definition of new member under PEPRA and are not eligible for reciprocity, will be provided the following retirement formula and optional benefits:

- 14.7.1 2.7% @ 57 formula (Section 7522.25(d))
- 14.7.2 Unused Sick Leave Credit (Section 20965)
- 14.7.3 Military Service Credit (Sections 21023.5, 21024 & 21027)
- 14.7.4 Final compensation 3 Year (Section 20037)
- 14.7.5 1959 Survivor Benefit Level 4 (Section 21574)
- 14.7.6 Pre-Retirement Death Benefits (Section 21548 Option 2W and 21551)
- 14.7.7 Retired Death Benefit \$500 (Section 21620)
- 14.7.8 Prior Service (Section 20055)
- 14.7.9 Public Service Credit for Periods of Layoff (Section 21022)

#### 14.8 DEFERRED COMPENSATION

14.8.1 Effective at the beginning of the pay period that contains July 1, 2024, the CITY will contribute, on a 2:1 basis (i.e., employee contributes \$2, and CITY contributes \$1) with CITY maximum of \$1,200.00 per employee in any calendar year, to an employee's deferred compensation 457 plan.

### **ARTICLE 15 – HEALTH BENEFITS**

#### 15.1 HEALTH INSURANCE

15.1.1 CITY to pay an amount equal to 100% of the Employee only premium, 90% of the Employee + 1 premium, and 89% of the Employee + 2 or more premium for the lowest cost PPO plan offered through CalPERS.

15.2 DENTAL AND VISION INSURANCE:

For calendar years 2024 and 2025, the CITY will contribute 100% of the dental and vision premiums for Employees and their dependents. The CITY will pay up to a 5% increase in premiums for calendar year 2026 and up to an additional 5% increase for calendar year 2027. Employees will pay for any increase beyond 5% in each calendar year.

15.3 Any coverage made available to future retirees, beyond COBRA time requirements, shall be paid for by the retiree.

**ARTICLE 16 – EDUCATIONAL PAY INCENTIVES**

16.1 Effective at the beginning of the pay period that contains July 1, 2024, P.O.S.T. Certificate pay shall be as follows:

16.1.1 For UNIT members possessing the Intermediate P.O.S.T. Certificate, CITY agrees to pay \$275.00 per month.

16.1.2 For UNIT members possessing the Advanced P.O.S.T. Certificate, CITY agrees to pay \$275.00 per month, which may be stacked with Intermediate P.O.S.T Certificate Pay for a total of \$550.00 per month.

16.1.3 For Police Sergeants possessing the Supervisory or Management P.O.S.T. Certificate, or equivalent as determined by the Police Chief, CITY agrees to pay \$200.00 per month.

16.1.4 The maximum incentive pay for qualifying UNIT members is \$750 per month.

**ARTICLE 17 – RETENTION INCENTIVE PROGRAM**

17.1 Effective at the beginning of the pay period that contains July 1, 2024, the CITY will implement a retention incentive premium pay calculated using base pay and based upon years of sworn Morro Bay Police Department (MBPD) experience as follows:

<b>Years of Sworn Morro Bay Police Department Service</b>	<b>Premium</b>
Upon completion of the 3 <sup>rd</sup> year of sworn MBPD experience	2%
Upon completion of the 9 <sup>th</sup> year of sworn MBPD experience	+ 2% (4% total)
Upon completion of the 15 <sup>th</sup> year of sworn MBPD experience	+ 2% (6% total)

**ARTICLE 18 – UNIFORMS**

- 18.1 Uniforms for employees shall be as set forth in Morro Bay Police Department Policy Manual Section 1046, Uniform and Equipment Regulations and Specifications.
- 18.2 Newly-hired employees shall receive a full uniform issue and will receive full uniform replacement as needed until the following July 1. Effective July 1 after hire, such employees shall commence receiving an annual uniform allowance.
- 18.3 The following uniform articles are covered by the uniform allowance and must meet the department uniform standards:
  - a. Uniform pants
  - b. Uniform shirts – long and short sleeves
  - c. Dress belt
  - d. Ties
  - e. Duty jacket
  - f. Uniform patches
- 18.4 All maintenance, tailoring and other alterations will be at the employee's expense.
- 18.5 All optional equipment will be the responsibility of the employee.
- 18.6 All safety equipment originally issued and replaced by the department remains the Department's property.
- 18.7 The annual uniform allowance will be as follows:

Sworn officers: \$ 1,150
- 18.8 The CITY agrees to repair or replace any personal article damaged while on duty, including uniform items as listed above, providing that such article is a reasonable and necessary part of the employee's attire.

**ARTICLE 19 – SALARIES**

19.1 Effective at the beginning of the pay period that contains July 1st each year, the CITY shall implement an across-the-board cost of living adjustment ("COLA") base salary increase, as follows:

- July 1, 2024.....4%
- July 1, 2025.....4%
- July 1, 2026.....4%

19.2 In addition to the annual COLA, above, the CITY shall provide an additional across-the-board equity adjustment base salary increase for each unit classification effective at the beginning of the pay period that contains July 1 each year, as follows:

- July 1, 2024.....4%
- July 1, 2025.....3%
- July 1, 2026.....3%

## **ARTICLE 20 - SPECIAL PAY PRACTICES**

### 20.1 STANDBY

20.1.1 Standby duty is defined as that circumstance which requires an employee so assigned to:

1. Be ready to respond immediately to a call for service;
2. Be readily available at all hours by telephone or other agreed-upon communication equipment; and
3. Refrain from activities which might impair their assigned duties upon call.

The parties agree that employees on standby as defined above, are "waiting to be engaged."

20.1.2 Regardless of any hours actually worked, employees on standby shall be compensated for two (2) hours computed at their straight hourly base rate per twenty-four (24) hours of authorized standby time (e.g., 2 hours standby + actual time worked).

The twenty-four (24) hours' time period is defined as 0700 hours to 0659 hours the following day.

Subject to the maximum accrual provisions of Section 10.2.3, employees may elect to receive two (2) straight time compensatory time off hours in lieu of paid standby compensation.

20.1.3 Court standby – Employees on court standby will receive two (2) hours computed at their straight hourly base rate to be available for court callback on off duty days. Subject to the maximum accrual provisions of Section 10.2.3 employees may elect to receive two (2) straight time compensatory time off hours in lieu of court standby compensation.

## 20.2 CALL BACK

20.2.1 Call back is defined as that circumstance which requires an employee to unexpectedly return to work after the employee has left work at the end of the employee's work shift or work week; except that, an early call in of up to two (2) hours prior to the scheduled start of a work shift shall not constitute a call back; or, employee is required for off-duty court appearance.

20.2.2 Required off-duty court appearance. Employees called back shall receive either a two (2) hour minimum computed at straight hourly base rate or pay for all time actually worked, whichever is greater. An employee shall not receive overlapping minimums.

20.2.3 An employee shall not receive standby pay for the same hours they received callback pay.

## 20.3 OUT OF CLASS ASSIGNMENT

20.3.1 The term "out-of-class assignment" shall be defined as the full-time performance of the significant duties of a vacant, funded position in one classification by an individual in a classification with a lower compensation range.

20.3.2 If an employee is required to work in an out-of-class assignment for more than fifteen (15) workdays, within a calendar month their department head shall, with prior approval of the Administrative Services Director, make an acting appointment. Such acting appointment shall be effective on the sixteenth (16th) workday within a calendar month of the out-of-class assignment.

20.3.3 An employee on an acting appointment shall receive a one (1) step increase within the employee's current classification salary as

provided by CITY's Personnel Rules and Regulations. In the absence of available steps within their current range, the employee shall be granted a five percent (5%) increase above their current base salary.

#### 20.4 BILINGUAL PAY

Qualified employees who possess the necessary ability and who are assigned to perform services as an interpreter in Spanish, shall be eligible for additional stipend depending upon the employee's level of bilingual expertise. Qualifications shall be determined by the CITY.

20.4.1 For those employees who conduct conversational assistance in Spanish on a regular basis, seventy-five dollars (\$75) per month stipend is available.

20.4.2 For those employees who interpret and explain legal documents, conduct conversational assistance, and write documents for those persons who speak only Spanish, One Hundred Fifty dollars (\$150) per month stipend shall be available.

#### 20.5 FIELD TRAINING OFFICER (FTO) ASSIGNMENT PAY

Individuals, in the classification of Police Officer formally assigned a trainee by the Chief of Police, or their designee, shall be compensated at the rate of 5% of base hourly rate. Compensation will be paid only when acting as FTO.

#### 20.6 SENIOR OFFICER ASSIGNMENT PAY

Up to four (4) individuals may be assigned as Senior Police Officers. This assignment is not a permanent promotion to a higher classification. Continuation in the assignment is based on an annual performance evaluation of "Meets Satisfactory Performance Standards," as well as at the discretion of the Chief of Police. Senior Police Officers will be compensated at the rate of 5% above base pay for the term of the assignment. While receiving Senior Officer Assignment pay, employees are not eligible for FTO pay.

Incumbents in the Corporal classification will maintain status in the Corporal class, and maintain the terms and conditions of the classification as they existed at the time of their promotion; however, if the incumbents in the Corporal classification leave the positions (due to promotion,

retirement, etc.), the Corporal classification revert to assignments of Senior Officers as provided above.

No individual may be concurrently assigned as both a Senior Officer and Detective.

## 20.7 DETECTIVE ASSIGNMENT PAY

Up to two individuals may be assigned as Detectives. The Detective assignment is not a permanent promotion to a higher classification. Continuation in the assignment is based on an annual performance evaluation of "Meets Satisfactory Performance Standards" as well as at the discretion of the Chief of Police. Detectives will be compensated at the rate of 5% above base pay for the term of the assignment.

Incumbent Corporals may apply for, and be appointed to the Detective assignment. If appointed, Corporals will maintain status in the Corporal class and maintain the terms and conditions of the classification as they existed at the time of their promotion. When the Detective assignment ends, the Corporal may be placed into a Senior Officer assignment or a regular officer position; still in the Corporal classification with the terms and conditions of the Corporal classification being maintained.

Any individual concurrently assigned as both a Corporal and Detective shall for compensation pay purposes only receive the Corporal salary and no additional compensation for being assigned as a Detective.

### 20.7.1 SCHOOL RESOURCE OFFICER (SRO) ASSIGNMENT PAY

The SRO assignment is not a permanent promotion to a higher classification. Continuation in the assignment is based on an annual performance evaluation of "Meets Satisfactory Performance Standards," as well as at the discretion of the Chief of Police.

SRO will be compensated at the rate of 5% above base pay for the term of the assignment, and will be responsible for juvenile investigations, as assigned.

## 20.8 NIGHT SHIFT DIFFERENTIAL

Sworn employees in this UNIT will receive 2.5% of base hourly pay for each hour worked between the hours of 7:00 p.m. and 7:00 a.m.

## 20.9 CANINE CARE PAY

An employee who is assigned a City canine, as part of a drug detection search program or a service dog program, and who boards the canine at their home, shall be paid \$13.50 per hour (hereinafter, the "canine care pay rate") for all time the employee spends outside of regular work hours on the care of the assigned canine. Compensable canine care activities include feeding, grooming, exercising, cleaning up, obtaining veterinarian services or caring for any injuries, and shall not include other time spent with the canine (e.g., commute time, as a family pet, etc.). Employees, subject to this provision, shall not receive on-call pay or call back pay for any time spent in the care of the assigned canine. The residence of the employee, assigned a City canine, shall not constitute the employee's work place. Travel (commute) time, from the employee's home to the assigned work site, or from the assigned work site to the employee's home, with the canine, shall not be considered time worked or care of the canine.

It is estimated and agreed that the officers spend one-half hour per day outside of regular work hours on compensable canine care activities. Off duty time spent on compensable canine care tasks shall be considered actual hours worked. These hours will be paid at the rate of 1.5 times the canine care pay rate (\$20.25).

#### **ARTICLE 21 - BULLETIN BOARD**

- 21.1 CITY agrees to furnish space for ASSOCIATION-purchased bulletin boards of reasonable size for the posting of ASSOCIATION material. Location of such bulletin boards shall be at the Police Station in an area commonly used for briefings or meetings.
- 21.2 ASSOCIATION agrees it shall not use bulletin boards to ridicule, defame, or harass any CITY employees, officer or agent.

#### **ARTICLE 22 - PROBATIONARY PERIOD**

The probationary period for new officers and lateral hires shall be 12 months.

#### **ARTICLE 23 - DRUG AND ALCOHOL TESTING**

ASSOCIATION agrees to the terms of the Substance Abuse and Testing Policy adopted by the Morro Bay City Council pursuant to Resolution No. 14-99.

## **ARTICLE 24 - GRIEVANCE PROCEDURE**

24.1 The ASSOCIATION agrees that whenever investigation or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. It is further agreed that the time spent on an investigation and processing of grievances will not interfere with the normal operation of the department. CITY agrees to provide every reasonable amount of time for the investigation and the processing of a grievance, but by so agreeing does not imply that the processing or investigation of a grievance shall take priority over normal functions of the department.

CITY further agrees that any payment of overtime arising because of UNIT personnel's involvement in grievance investigation or processing shall not be authorized. Time spent on the investigation and processing of grievances will be recorded on a form provided by CITY. Stewards will be permitted reasonable time-off with pay for the investigation and processing of grievances provided, however, stewards shall first obtain permission from the department head and/or their designee and inform him/her of the nature of their business. CITY shall grant such permission promptly unless such an absence would cause an undue interruption of work or would require the CITY to pay overtime in order to maintain the normal operation of the department.

Upon entering the work location, the steward shall inform the department head and supervisor of the nature of their business. Permission to leave a job will be granted to the employee involved unless such absence would cause an interruption of work. If the employee cannot be made available, the steward will seek an alternate time for employee availability with the department head or supervisor.

It is agreed that in some instances the investigation and processing of a grievance may be accomplished on the employee's time. This MOU is in recognition of the mutual sharing of costs involved in the handling of employee-initiated actions.

### 24.2 PURPOSE

The primary purpose of this procedure shall be to provide a means whereby an employee, without jeopardizing his employment, can express a personal grievance relating to his wages, hours of work, and working conditions, and obtain a fair and equitable disposition of his grievance.

#### 24.3 ASSOCIATION REPRESENTATIVE

The CITY agrees that the ASSOCIATION may designate a representative to represent employees in the processing of grievances. The ASSOCIATION shall furnish the City Manager with a written list identifying by name and work location all regular and alternate representatives and the list shall be kept current by the ASSOCIATION at all times. The representatives are to begin investigating grievances only after the employee has tried to resolve the problem with their immediate supervisor and the two parties have failed to reach resolution of the problem.

#### 24.4 PROCEDURE

Procedures shall be in accordance with Resolution No. 07-17 and any amendments thereto.

### **ARTICLE 25 - NO STRIKE, SLOW-DOWN OR OTHER INTERRUPTION TO WORK**

25.1 ASSOCIATION agrees not to cause, authorize, advise, encourage or participate in any interruption of work or any other concerted action. The term "interruption of work" shall mean any work stoppage or strike (including economic and unfair labor practice strikes) or any intentional slow-down of work. The term "other concerted action" includes picketing or boycott activities by the ASSOCIATION.

25.2 Participation by any employee in any activity resulting in interruption of work or other concerted action or use of paid or unpaid leave for these purposes shall subject employee to disciplinary action, up to and including, discharge. When the City Manager has reason to believe that such leave is being used as a method of interruption work, the burden of proof of illness is upon the employee. Doctor's statements can be required in accordance with Resolution No. 07-17, Personnel Rules & Regulations, Section 10B.

### **ARTICLE 26 - FULL UNDERSTANDING, MODIFICATION, WAIVER**

26.1 This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- 26.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.
- 26.3 No agreement, alteration, understanding variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the CITY and ratified by the membership of the ASSOCIATION.
- 26.4 The waiver of any breach of any term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

#### **ARTICLE 27 - SEVERABILITY**

If any provision(s) are held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

#### **ARTICLE 28 – JOINT DRAFTING**

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any legal construction or interpretation to be made of this MOU, the same shall not be construed against any party.

#### **ARTICLE 29 – CITY COUNCIL APPROVAL**

The CITY's labor relations representatives and the ASSOCIATION's representatives have met and conferred in good faith on wages, hours and other terms and conditions of employment for the unit members represented by the ASSOCIATION and have reached agreements which are set forth in this MOU. This MOU, when executed by the CITY's labor relations representatives and the ASSOCIATION representatives, constitutes a joint recommendation therefrom, after ratification of the ASSOCIATION membership, to be submitted to the City Council for its determination and approval by resolution, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until approved and adopted by a resolution of the City Council.

[SIGNATURES ON NEXT PAGE]

**MORRO BAY PEACE OFFICERS ASSN.**

*Stephanie Storm*

Stephanie Storm (Jun 19, 2024 10:32 PDT)

Stephanie Storm, President

*Grant Hasselbach*

Grant Hasselbach (Jun 19, 2024 16:58 PDT)

Grant Hasselbach, Secretary

*William alexander gillespie*

William alexander gillespie (Jun 19, 2024 10:27 PDT)

Alex Gillespie, Team Member

**CITY OF MORRO BAY**

*Yvonne Kimball*

Yvonne Kimball, City Manager

*Rachael Hendricks*

Rachael Hendricks, HR/Risk Manager

*Emily Conrad*

Emily Conrad (Jun 20, 2024 07:17 PDT)

Emily Conrad, Finance Director

**ATTACHMENT A**

**POLICE PAY SCHEDULE  
EFFECTIVE JULY 1, 2024**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
POLICE OFFICER	39.53	41.50	43.58	45.76	48.05	50.45
POLICE DETECTIVE	41.50	43.58	45.76	48.05	50.45	52.97
POLICE SCHOOL RESOURCE OFFICER	41.50	43.58	45.76	48.05	50.45	52.97
POLICE SENIOR OFFICER	41.50	43.58	45.76	48.05	50.45	52.97
POLICE SERGEANT	50.67	53.21	55.87	58.66	61.60	64.68

**ATTACHMENT B**

**POLICE PAY SCHEDULE  
EFFECTIVE JULY 1, 2025**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
POLICE OFFICER	42.29	44.41	46.63	48.96	51.41	53.98
POLICE DETECTIVE	44.41	46.63	48.96	51.41	53.98	56.68
POLICE SCHOOL RESOURCE OFFICER	44.41	46.63	48.96	51.41	53.98	56.68
POLICE SENIOR OFFICER	44.41	46.63	48.96	51.41	53.98	56.68
POLICE SERGEANT	54.22	56.93	59.78	62.77	65.91	69.20

**ATTACHMENT C**

**POLICE PAY SCHEDULE  
EFFECTIVE JULY 1, 2026**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
POLICE OFFICER	45.25	47.52	49.89	52.39	55.01	57.76
POLICE DETECTIVE	47.52	49.89	52.39	55.01	57.76	60.65
POLICE SCHOOL RESOURCE OFFICER	47.52	49.89	52.39	55.01	57.76	60.65
POLICE SENIOR OFFICER	47.52	49.89	52.39	55.01	57.76	60.65
POLICE SERGEANT	58.02	60.92	63.97	67.16	70.52	74.05