

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY  
OF LA HABRA AND THE LA HABRA POLICE ASSOCIATION/  
SWORN EMPLOYEES FOR THE PERIOD  
JULY 1, 2023 THROUGH JUNE 30, 2025**



## TABLE OF CONTENTS

|  |                                     |
|--|-------------------------------------|
| <b>ARTICLE ONE – EMPLOYEE AND EMPLOYER RIGHTS .....</b>                    | <b>3</b>                            |
| SECTION I. Employee Rights:.....   | 3                                   |
| SECTION II. Management Rights:.....  | 3                                   |
| <b>ARTICLE TWO – COMPENSATION.....</b>                                     | <b>4</b>                            |
| SECTION I. Salary (see attached “Exhibit A”):.....                         | 4                                   |
| SECTION II. Special Assignment Pay:.....                                   | 4                                   |
| SECTION III. Field Training Officer Pay:.....                              | 5                                   |
| SECTION IV. POST Certification and Education Incentive Compensation: ..... | 5                                   |
| SECTION V. Overtime: .....   | 6                                   |
| SECTION VI. Court Appearance and Standby Duty: .....                       | 6                                   |
| SECTION VII. Training Time: .....  | 7                                   |
| SECTION VIII. Bilingual Pay: .....   | 7                                   |
| SECTION IX. Uniforms and Equipment:.....                                   | 7                                   |
| SECTION X. Shooting Pay:.....  | 8                                   |
| <b>ARTICLE THREE – FRINGE BENEFITS.....</b>                                | <b>8</b>                            |
| SECTION I. Cafeteria Insurance Contribution:.....                          | 8                                   |
| SECTION II. Life Insurance: .....  | 9                                   |
| SECTION III. Retirement Health Savings Plan: .....                         | 9                                   |
| SECTION IV. Public Employees Retirement System: .....                      | 10                                  |
| SECTION V. Wellness Examination: .....                                     | 11                                  |
| <b>ARTICLE FOUR – LEAVES.....</b>  | <b>11</b>                           |
| SECTION I. Vacation Leave: .....   | 11                                  |
| SECTION II. Vacation Buy Back:.....  | 12                                  |
| SECTION III. Vacation Funding of Release Time:.....                        | 12                                  |
| SECTION IV. Holidays/Compensatory Time/Personal Leave:.....                | 12                                  |
| SECTION V. Hardship/Transfer of Leave:.....                                | <b>Error! Bookmark not defined.</b> |
| SECTION VI. Sick Leave: .....  | 13                                  |
| SECTION VII. Family Sick Leave .....                                       | 14                                  |
| SECTION VIII. Bereavement Leave: .....                                     | 14                                  |
| <b>ARTICLE FIVE – GENERAL/MISCELLANEOUS PROVISIONS.....</b>                | <b>15</b>                           |
| SECTION I. Employee Units: .....   | 15                                  |
| SECTION II. Physical Examinations:.....                                    | 15                                  |
| SECTION III. Conflict of Interest: .....                                   | 15                                  |
| SECTION IV. No Strike, Slowdown, or Sick Outs:.....                        | 15                                  |
| SECTION V. Use of City Buildings: .....                                    | 15                                  |
| SECTION VI. Police Officer Trainee and Additional Classifications:.....    | 16                                  |
| SECTION VII. Seniority:.....   | 16                                  |
| SECTION VIII. Discipline and Grievances: .....                             | 16                                  |
| SECTION IX. Transfers: .....   | 16                                  |
| SECTION X. Scope of Memorandum of Understanding:.....                      | 16                                  |

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY  
OF LA HABRA AND THE LA HABRA POLICE ASSOCIATION/  
SWORN EMPLOYEES FOR THE PERIOD  
JULY 1, 2023 THROUGH JUNE 30, 2025

Pursuant to Resolution No. 1759 of the City of La Habra (hereinafter referred to as "City") and the Meyers-Milias-Brown Act, the duly authorized representatives of the La Habra Police Association/Sworn Employees (hereinafter referred to as "Association") have met and conferred in good faith with the duly authorized appointees of the management representatives of City; and it has mutually been agreed to submit and recommend to the City Council of the City of La Habra, the adoption of a salary resolution including the following position classifications and salary schedules set forth herein and other changes in compensation as noted below:

**ARTICLE ONE – EMPLOYEE AND EMPLOYER RIGHTS**

**SECTION I. Employee Rights:**

Employees of this unit shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer/employee relations, including but not limited to wages, hours and other terms and conditions of employment. Employees of City also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by City or by any employee organization because of his exercise of these rights.

**SECTION II. Management Rights:**

All rights of City not specifically limited by the terms of this "Memorandum of Understanding" are hereby reserved to City. Further, it is understood by the parties that the meet and confer process resulting in this "Memorandum of Understanding" (hereinafter referred to as "MOU") provided ample opportunity for all matters to be considered and this specifically set forth. The exclusive management rights of City are included, but not limited to, the right:

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign, classify, lay off, and retain employees in positions with City.
- C. Discipline employees for proper cause.
- D. Take actions as may be necessary to carry out the mission of City in emergencies.
- E. Determine methods, means and personnel by which operations are to be carried on.
- F. Determine the budget, organization and the merits, necessity and level of activity or service provided to the public.
- G. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- H. The City shall determine assignments, and establish methods and processes by which assignments are performed.

- I. The City shall determine policy affecting the selection or training of new employees. The City shall determine policy affecting the on-going training and certification of employees, as applicable.
- J. The City shall determine the safety, health, and property protection measures for the City.
- K. The City shall have the right to introduce new, improved or different methods and techniques of operation or a change in existing methods and techniques.
- L. The City shall determine the amount of supervision necessary.
- M. The parties agree that the 3-1-1 special assignment rotation policy shall follow Section 1004 of the La Habra Police Department Manual.

## **ARTICLE TWO – COMPENSATION**

### **SECTION I. Salary (see attached “Exhibit A”):**

The City agrees to merit based step increases for eligible staff who receive an overall performance evaluation rating of “Competent” or better.

A. Salary: The following salary increases shall be in effect on the dates indicated:

Effective August 12, 2023, the City will provide a five percent (5%) salary adjustment to all unit employees.

Effective the first full pay period in January 2024, the City will provide a two percent (2%) salary adjustment to all unit employees.

Effective the first full pay period in July 2024, the City will provide a four percent (4%) salary adjustment to all unit employees.

B. Direct Deposit

All employees are required to utilize direct deposit of payroll checks.

C. One-time Lump Sum Payment

Based on the salary schedule in effect as of June 30, 2023, the City will provide a one-time lump sum pay adjustment of two percent (2%) of base annual pay to all full-time employees as of May 31, 2023, the first full pay period after approval and adoption of the MOU. Employees must still be employed as of the first full pay period after approval and adoption of the MOU. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 x .02.

Based on the salary in effect as of June 28, 2024, the City will provide a one-time lump sum pay adjustment of two percent (2%) to all full-time employees as of May 31, 2024 by no later than June 30, 2024. Employees must still be employed as of June 30, 2024. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 hours x .02.

### **SECTION II. Special Assignment Pay:**

- A. Temporary Assignments: Temporary assignment shall include all persons assigned to adult investigation, juvenile investigation, narcotics and vice, traffic division, administrative services and K-9 unit. Employees in the traffic division riding motorcycles shall receive six hours of compensatory time per month for maintenance of such vehicles.
- B. Police officers, corporals, sergeants and lieutenants assigned to investigation, including juvenile, narcotics, SRO/gangs, DARE and vice, personnel and training, traffic, DUI, administration, K-9 and motors will be paid \$350.00 per month. Effective August 12, 2023, Special Assignment Pay will increase to \$400.00 per month.
- C. Lieutenants may be appointed to Special Assignments at the sole discretion of the Police Chief or their designee, and may be removed from Special Assignments at the sole discretion of the Police Chief or their designee. The decision to remove a lieutenant from a Special Assignment is not considered punitive and/or disciplinary, and may not be appealed through the disciplinary process or the grievance procedure.
- D. Employees assigned to motor special assignment will receive monthly maintenance compensatory time of six hours. For those employees assigned to motors who have reached the 440 hour maximum allowable compensatory time cap will receive pay in lieu of the compensatory time hours at their straight time hourly rate of pay. Once the compensatory time hours fall below the 440 hour maximum cap, compensatory time hours will resume.
- E. Employees working K-9 assignment will receive 20 hours of compensatory time per month for K-9 care and maintenance. For those employees assigned to K-9 and who have reached the 440 hour maximum allowable compensatory time cap will receive pay in lieu of the compensatory time hours at straight time hourly rate of pay.

**SECTION III. Field Training Officer Pay:**

Police officers formally assigned as a Field Training Officer with the task of training a new police officer will receive an additional 5.00% for up to a maximum of 12 weeks, unless further authorized training is approved by the Police Chief or designee.

Corporals formally assigned as a Field Training Officer with the task of training a new police officer will receive 2.5% field training officer pay for up to a maximum of 12 weeks, unless further authorized training is approved by the Police Chief or designee.

**SECTION IV. POST Certification and Education Incentive Compensation:**

A. Education Incentive: Employees shall be eligible for additional compensation paid bi-weekly as follows:

| <u>DEGREE</u> | <u>AMOUNT</u>                  |
|---------------|--------------------------------|
| 60 Units      | \$50/mo. (\$23.08/pay period)  |
| AA/AS         | \$60/mo. (\$27.69/ pay period) |
| BA/BS         | \$100/mo. (\$46.15/pay period) |
| MA/MS         | \$125/mo. (\$57.69/pay period) |

B. POST Certification Incentive: Employees shall be eligible for additional compensation paid bi-weekly, as follows:

| <u>POST LEVEL</u> | <u>AMOUNT</u>                   |
|-------------------|---------------------------------|
| Intermediate Post | \$400/mo. (\$184.61/pay period) |
| Advanced Post     | \$600/mo. (\$276.92 pay period) |
| Supervisory Post  | \$700/mo. (\$323.07/pay period) |

Effective beginning August 12, 2023

| <u>POST LEVEL</u> | <u>AMOUNT</u>                     |
|-------------------|-----------------------------------|
| Intermediate Post | \$500/mo. (\$230.77/pay period)   |
| Advanced Post     | \$800/mo. (\$369.23 pay period)   |
| Supervisory Post  | \$1,100/mo. (\$507.69/pay period) |

**SECTION V. Overtime:**

- A. Sergeants and Lieutenants called in for staff meetings will be paid straight time with 4 hour minimum.
- B. Overtime shall be compensated at the rate of one and one-half (1 ½) the regular rate of pay for all time worked in excess of regularly scheduled work shift or work week. When employees are called out after completing their shifts, they shall be paid a minimum of four hours at straight time. Holidays, vacation, sick leave, personal days, and compensatory time off shall be time worked for the purpose of overtime calculation. Employees may not volunteer nor initiate overtime by signing up for any shift immediately proceeding or immediately following the use of approved leave, unless such overtime is ordered, directed or requested by the Watch Commander, Bureau Commander or designated supervisor. Approved leave includes sick leave (including bereavement), vacation, compensatory time off, holidays, and personal days off. It is the intent of this section to avoid an employee taking time off, so as to work overtime at an overtime rate. It is recognized that such circumstances might happen and be the best solution to a staffing problem, but only Lieutenants or Bureau Commanders, or his/her/their designated subordinate supervisor shall authorize overtime in such circumstances. This policy is supplemental to FLSA requirements.

**SECTION VI. Court Appearance and Standby Duty:**

- A. **Standby Pay:** Employees who are off-duty and who are placed on court standby due to a work-related subpoena will be compensated at a rate of four (4) hours of straight time whether on standby for a morning and/or afternoon session. If a scheduled standby is cancelled and the employee is not advised (either via phone call, voicemail or text message) of the cancellation before 5:00 p.m. on the day prior to the subpoena date, the employee will receive four (4) hours Court Standby pay. Employees who are scheduled for standby duty will advise the department of a telephone number where they can be either reached or a message can be left to advise them of the cancellation.
- B. **Court Appearance:** An off-duty employee who is called to appear in court will be paid at a rate of time and one-half (1 ½) the regular rate of pay for actual time spent in work-related court appearances, with a minimum of three (3) hours at time and one half rate the employee's regular rate.

- a. An employee who is on standby for a morning court session and then called to testify during the afternoon session shall be paid court standby pay for the morning and court appearance pay for the afternoon.
- b. Employees receiving Court Pay do not also receive Standby compensation for the same court session.
- c. Employees who are off work and receiving Labor Code 4850 pay are deemed on duty from 0830 to 1630 hours Monday through Friday and will not be eligible to receive Court Pay and/or Standby pay.

## **SECTION VII. Training Time:**

An employee assigned to a training class that lasts eight (8) or more hours on a day when he/she/they is regularly scheduled to work will be deemed to have worked his/her/their entire shift for that day. When assigned training on a regularly scheduled workday is less than eight (8) hours, the employee will immediately call his/her/their watch commander for further direction on whether to return to duty for the day to complete any remaining portion of his/her/their scheduled shift.

Training that is four (4) or five (5) consecutive eight-hour (8) days shall be deemed to be the employee's workweek and their work schedule will be changed to a 5/40 in the week of the training.

## **SECTION VIII. Bilingual Pay:**

All sworn officers are eligible for bilingual pay for Spanish, Korean, and American Sign Language, or any language which the Chief of Police has determined as needed for City business and approved by the City Manager, and are required to provide bilingual service, and have passed the required qualifying written and/or oral examination.

The City will pay \$250 per month for fluency and \$175 per month for "conversational" fluency.

## **SECTION IX. Uniforms and Equipment:**

- A. New personnel will be issued uniforms and equipment in accordance with a general order of the Chief of Police, or designee.
- B. Personnel employed as of the date of this MOU shall have uniforms replaced as necessary. Replacement shall be determined by the Chief of Police or his designee.
- C. The approved year-round uniform for sworn personnel shall be the "summer uniform" as described in department regulations (no tie required). The uniform may require changing from time to time as a result of availability of supply. The Chief of Police shall have the authority to make such changes as necessary. Individuals will be expected to maintain a "Class A" uniform.
- D. The City will provide \$1,100 per year uniform allowance in two payments (July and December), if requested by the employee. Employees who do not request two payments will receive one payment in December. Uniform maintenance allowance will be paid in a separate check.

- E. The value of uniform allowance shall be reported to CalPERS as pensionable compensation on behalf of all eligible employees in accordance with applicable PERS requirements and pursuant to the Public Employees’ Pension Reform Act (PEPRA).

**SECTION X. Shooting Pay:**

Every effort will be made to accomplish required shooting time on duty. In the event, however, that an employee is required to shoot on off-duty time, the employee shall receive two hours' pay at straight time.

**ARTICLE THREE – FRINGE BENEFITS**

**SECTION I. Cafeteria Insurance Contribution:**

The City contracts with the California Public Employees’ Retirement System (CalPERS) for the provision of medical insurance.

- A. City Contribution: The following monthly cafeteria contributions will be made on behalf of each member for the purchase of cafeteria benefits (on a use or lose basis):

**Effective December 1, 2022:**

|                 |                   |                           |
|-----------------|-------------------|---------------------------|
| <u>Employee</u> | <u>Employee+1</u> | <u>Employee+2 or More</u> |
| \$1,450         | \$1,600           | \$1,750                   |

**Effective December 1, 2023:**

|                 |                   |                           |
|-----------------|-------------------|---------------------------|
| <u>Employee</u> | <u>Employee+1</u> | <u>Employee+2 or More</u> |
| \$1,450         | \$1,675           | \$1,850                   |

**Effective December 1, 2024:**

|                 |                   |                           |
|-----------------|-------------------|---------------------------|
| <u>Employee</u> | <u>Employee+1</u> | <u>Employee+2 or More</u> |
| \$1,450         | \$1,750           | \$1,950                   |

- B. Dental Insurance:

Employees and their qualified dependents may enroll in any of the following dental insurance plans offered by the City, to include the Police Delta Dental PPO, Miscellaneous Delta Dental PPO or Delta HMO.

Any required premiums for dental insurance plan must be deducted from the monthly cafeteria insurance contribution. The employee will pay premium costs in excess of the City’s insurance contribution.

- C. Vision Insurance:

The City will provide a vision insurance plan. Employees and their qualified family members may enroll in a City sponsored vision plan.

Any required premiums for vision insurance must be deducted from the monthly cafeteria insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

D. Long Term Disability:

The City and Association agree that LTD premiums will be entirely employee-paid (from taxed income) and will no longer be paid through City's insurance contribution.

E. Opt-Out Provision:

Employees who provide the City with satisfactory proof of alternate group health coverage comparable to the City's offered health insurance plans can decline, in writing each open enrollment period, coverage on the City's medical insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out Arrangement.

The City shall contribute \$290 per month to employee's that opt-out.

**SECTION II. Life Insurance:**

All employees will be covered by a \$50,000 life insurance policy. Premiums will be paid from either the City's cafeteria insurance contribution (up to the maximum), or by the employee if in excess of the City's cafeteria insurance contribution.

**SECTION III. Retirement Health Savings Plan:**

The City and LHPA have mutually agreed to establish a Retirement Health Savings Plan to be funded by both City and employee contributions.

The City agrees to allow the Association to designate a retiree medical trust plan as long as it complies with IRS guidelines and does not conflict with the ICMA-RC service agreement for Health Reimbursement Arrangements.

A. City Contribution:

1. The City shall contribute \$175 per month for each sworn employee into the Retirement Health Savings Plan.
2. Effective July 1, 2009, the City will also provide a one-time lump sum contribution into the Retirement Health Savings Plan:

Employees with 10 or More Years of Service\*

The first 20 employees who retire from the City of La Habra with 10 or more years of actual sworn service with the City will receive a one-time lump sum contribution of \$15,000. No further lump sum contributions will be made by the City following the payout to 20 employees.

Employees who retire and do not meet the minimum service requirements of 10 years of sworn service with the City will not be eligible for the lump sum contribution by the City. No further lump sum contributions will be made by the City following the retirement and lump sum contributions of the first 30 retirees to the Retirement Health Savings Plan.

\*(Note: years of service only includes full-time sworn service with the City of La Habra. It does not include sworn service from another agency, part-time service, non-sworn service, air time, buy back time, etc.).

**B. Employee Contribution:**

1. Effective January 1, 2013, the mandatory employee contributions are as follows:

| <u>Years of Service</u> | <u>Amount of Contribution</u> | <u>Amount of Eligible**<br/>Payoff at Retirement</u> |
|-------------------------|-------------------------------|--|
| 25 + years              | 3% of salary                  | 100% of sick   |
| 20-25 years             | 2.5 % of salary               | 100% of sick   |
| 15-20 years             | 2% of salary                  | 100% of sick   |
| 10-15 years             | 2% of salary                  | 100% of sick   |
| 5-10 years              | 2% of salary                  | 100% of sick   |
| 0-5 years               | 2% of salary                  | 100% of sick   |

\*\* (Note: eligible sick leave payoff is currently 25% after 5 years of service and 50% after 10 years of service up to the maximum cap of either 1280 hours or 800 hours depending on hire date; vacation is paid off at 100%).

The City and PA agree that any modifications of the City and employee contributions to the Retirement Health Savings Plan will only be open for discussion every three (3) years through the meet and confer process. In the event that the three year period falls within a contract period, the City and PA will agree to reopen negotiations to discuss this one issue only.

Note: The LHPA Board also wishes to inform The City that any requested changes to the RHS formulas on the part of the LHPA will be requested of The City only after a majority of an individual group (previously broken down by years of service) agrees to such changes and informs the LHPA board of their requested intentions.

**SECTION IV. Public Employees Retirement System:**

The City contracts with the Public Employees’ Retirement System for administration of the retirement program.

A. Retirement Formula for Miscellaneous Employees

Tier 1 – (Classic) Employees hired on or before January 13, 2012 Unit members (and not "new members" as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA):

- 3% @ 50 formula
- Calculations based upon single highest year.

Tier 2 – “Classic” Employees hired on or after January 14, 2012 Unit members (and not "new members" as defined by the Public Employees' Pension Reform Act of 2013 - PEPRRA)

- 2% @ 50 formula
- Calculations based on highest three continuous years average

Tier 3 – (PEPRRA) Employees hired on or after January 1, 2013 who are defined as "new members" under the PEPRRA at Government Code section 7522.20(a).

- 2.7% @ 57 formula
- Calculations based on highest three continuous years average

**B. Contributions**

- 1) “Classic” PERS membership employees subject to the 3% @ 50 and 2% @50 formulas pay the nine percent (9%) member contribution.
- 2) PEPRRA membership employees subject to the 2.7% @57 formula pay the statutorily mandated employee contribution rate of one half of the total normal cost.
- 3) Effective July 7, 2018, all Tier 1 and Tier 2 employees shall pay an additional one percent (1%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code Section 20516(f) for a total of ten percent (10%) for “Classic” Tier 1 and Tier 2 members.
- 4) Effective July 6, 2019, all Tier 1 and Tier 2 employees shall pay an additional one percent (1%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code Section 20516(f) for a total of eleven percent (11%) for “Classic” Tier 1 and Tier 2 members.
- 5) Effective July 4, 2020, all Tier 1 and Tier 2 employees shall pay an additional one percent (1%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code Section 20516(f) for a total of twelve percent (12%) for “Classic” Tier 1 and Tier 2 members.

**SECTION V. Wellness Examination:**

The City agrees to reimburse employees up to \$200 per fiscal year for wellness examinations, fitness equipment, fitness or self-defense classes, fitness application, or annual membership to a gym, dojo, or yoga studio as part of maintaining wellness. All requests for reimbursements will be made on an annual basis only (monthly receipts will not be accepted).

**ARTICLE FOUR – LEAVES**

**SECTION I. Vacation Leave:**

Vacation Accrual System:

- A. 1 through 4 years = 80 hours
- B. 5 through 9 years = 120 hours

- C. 10 through 14 years = 160 hours
- D. 15 years and over = 168 hours and an additional 8 hours per year to a maximum of 200 hours.
- E. Employees may accrue vacation leave up to four times (4x) an employee's annual accrual.
- F. A lateral employee shall receive credit for all prior sworn law enforcement service towards the accrual of vacation leave, up to a maximum of ten years.'

**SECTION II. Vacation Buy Back:**

- A. Employees may buy back up to a maximum of 120 hours of vacation or compensatory time in a fiscal year, provided the employees uses an equivalent number of hours of vacation as time off (i.e., one hour of vacation time off for one hour of vacation buy back) for the first 80 hours during the same fiscal year. Employees who do not use the required number of vacation hours as time off by the end of the fiscal year will not be permitted to buy back any additional hours until they have used the required number of hours as time off. Employees will only be permitted to receive two buy back checks in a calendar year. Buy backs may be received in pay, or put in to deferred compensation. On a case-by-case basis, with a showing of demonstrable evidence of a financial hardship, the Chief of Police, with the concurrence of the City Manager, may allow an employee to exercise the buyback option for more than 120 hours during the fiscal year. Examples of financial hardship could include foreclosure of or eviction from a primary residence or a major illness.

**SECTION III. Vacation Funding of Release Time:**

- A. Every Unit Member may contribute 0.25 hours of vacation time each payroll period to a "bank" that shall be available for use by members of the Association Board of Directors for purposes of attending employment relations-related conferences, training/educational programs and for the conducting of Association-related business.

The "Association Board of Directors" shall be defined as including only the Association President, Vice President, Secretary, Treasurer, and any three (3) additional Association members who have been elected as members of the Board.

La Habra Police Association (LHPA)

Committees shall be appointed by the President or Executives from time to time as deemed necessary to carry on the business of the Association.

- B. Police Association members may change their voluntary deduction of 0.25 hours of vacation time per pay period to one hour of vacation time every four pay periods (excluding type 3 payrolls). Members who have less than 80 hours of accrued vacation are exempt from considering the deduction.

**SECTION IV. Holidays/Compensatory Time/Personal Leave:**

- A. **Holiday Leave:** Of necessity, holidays may not be taken on the actual day of the holiday. All accumulated holidays (eleven) must be taken by employees as time off. Holidays may be taken off in one-hour increments at the rate of one day per month until all time is exhausted. Should employees desire to add holidays to their annual vacation, or take time at more than one day per month, they may do so by requesting such days at the same time as

they request their annual vacation. The maximum holiday time to be taken in any month shall be forty (40) hours, including the month of annual vacation, and shall be approved by the Chief of Police insofar as the availability of additional time. Other holidays will be scheduled with the shift commander, will require a minimum of forty-eight (48) hours notice and may be subject to denial on the basis of the overtime related cost of granting such use and/or any other basis where it is determined by the shift commander that use of CTO would negatively impact the efficient operation of the department.

- B. **Holidays**: Employees will be compensated for eleven (11) holidays at ten (10) hours per holiday, for a total of 110 holiday hours per year.
- C. **Compensatory Time Off**: Compensatory time off will be scheduled with the shift commander, will require a minimum of 48 hours notice, and may be subject to denial on the basis of the overtime related cost of granting such use and/or any other basis where it is determined by the shift commander that use of CTO would negatively impact the efficient operation of the department. The maximum compensatory time that may be banked is 440 hours at any one time.
- D. **Personal Day**: Employees will receive one personal day off each year. The number of hours paid for this personal day only will be based on the number of hours the employee normally works per day (i.e., employees working 4/10 = 10 hour personal day; employees working 9/80 = 9 hour personal day; employees working 5/40 = 8 hour personal day).
- E. Employees requesting time off will not be permitted to be Absent Without Pay (AWOP) if they have eligible vacation and/or compensatory leave available, unless there are extenuating circumstances which are presented in writing and approved, in advance, by the Department Director.

## **SECTION V. Sick Leave:**

- A. Employees with five or more years of continuous service will be paid for 25% of accumulated unused sick leave on termination of employment. Employees leaving service after ten years of continuous service for reasons of retirement or voluntary termination will be paid for 50% of accumulated unused sick leave.
- B. Employees hired on or after October 1, 1984 will receive the same sick leave benefits except that maximum accumulation shall be one hundred (100) days.
- C. Sick leave shall accrue at the rate of 10 hours per month (120 hours/year).
- D. Employees may use their accrued sick leave if they are a victim of domestic violence, sexual assault, or stalking to obtain any relief or services related to being such a victim, including but not limited to:
  - A temporary restraining order or restraining order.
  - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

**SECTION VI. Family Sick Leave:**

A. Employees may use up to one-half (1/2) of their accrued sick leave (60 hours) per year for care of immediate family member. Family sick leave will include the following family members:

- A child who, for the purposes of this policy, includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.
- A "designated person" (an employee may designate one person per 12-month period at the time the employee requests sick leave).

All other provisions regarding the accrual and use of family sick leave remain unchanged.

**SECTION VII. Bereavement Leave:**

Bereavement leave shall be granted to an employee who is absent from work by reason of death in the immediate family.

A. City paid bereavement leave shall not exceed three (3) calendar days with pay.

- B. Immediate family shall mean father, mother, sister, brother, spouse, registered domestic partner, child, mother-in-law, father-in-law, grandparents, and grandchildren.
- C. Employees are entitled to up to a total of five (5) days off for bereavement leave; the City will pay for three (3) days and the employee may use existing accruals or take unpaid time off for the remaining two (2) days. Bereavement leave shall be completed within three (3) months of the death of the family member.

## **ARTICLE FIVE – GENERAL/MISCELLANEOUS PROVISIONS**

### **SECTION I. Employee Units:**

Effective July 1, 1977, the present Police Association Unit, for the purpose of meet-and-confer, shall be divided into two groups. The groups shall be (1) all sworn personnel; and (2) all non-sworn personnel. For the purpose of meet-and-confer, each unit shall determine, by an election, those individuals they desire to represent them.

### **SECTION II. Physical Examinations:**

Sworn personnel shall be required to take periodic physical examinations at City's expense. If, as a result of such physical examinations, medical deficiencies are noted, employees will be expected to rectify such deficiencies as is medically appropriate.

### **SECTION III. Conflict of Interest:**

The State of California has passed a Conflict of Interest Law which may affect all, or part, of City's employees. Should an employee be required to file a financial statement, or other statement, as a result of the Conflict of Interest Law, the employee shall do so.

### **SECTION IV. No Strike, Slowdown, or Sick Outs:**

Association agrees that Association will not sponsor or sanction a strike, work stoppage or slowdown, and it further agrees it will not use sick leave as a method of not reporting as assigned for regular work schedule. In the event of any dispute between the Association or its members and City, it is agreed City is to establish a grievance procedure involving the first step with the division, or shift, commander; the second step being an appeal to the Chief of Police; and the third step being an appeal to the City Manager or his designee. Included in this grievance procedure will be a definition of grievance and time limits for both the grievant and supervisors. In the event the State or Federal law changes regarding a City employee's right to strike, City agrees to meet and confer on such change within thirty days of the effective date of said law.

### **SECTION V. Use of City Buildings:**

When Association is using City buildings for the purpose of meet and confer or other Association business, it first shall receive permission from the Chief of Police three days prior to such use. In the event of an emergency meeting, the Chief of Police may approve the use of City buildings based on availability and other conditions existing at the time of the request.

**SECTION VI. Police Officer Trainee and Additional Classifications:**

An apprentice, and additional classifications, have been established for apprentice/police officer trainee which will be at the salary level established in the salary schedule. It will be considered a probationary civilian-employee classification and will be rated as such during their period in the academy, up to graduation. No one can remain in this classification for more than six months.

**SECTION VII. Seniority:**

Seniority will be used in the following processes and, for these purposes, will be defined as time-in-grade:

- A. Seniority will be the determining factor in scheduling vacations, except for voluntary shift transfer by employees.
- B. Seniority will be the primary criteria in determining holiday and compensatory time off but will be subject to the needs of the Department. Bumping of previously scheduled time off will not be permitted. Denial can informally be appealed to the Chief of Police.
- C. Seniority will be considered in assignments and work schedules but will not be the determining factor. A request for the reason that seniority is not followed, in any of these instances, may be made and, if requested, must be answered in writing.

**SECTION VIII. Discipline and Grievances:**

Discipline and grievance procedures are outlined in the Police Department Rules and Regulations and City Personnel Rules.

**SECTION IX. Transfers:**

City agrees it will not effect a permanent transfer without twenty-four (24) hour notice to the employee; however, this does not preclude temporary assignments on an emergency basis.

**SECTION X. Scope of Memorandum of Understanding:**

It is understood and agreed that this MOU affects and applies only to the La Habra Sworn Police Employees within the scope of their representation by La Habra Police Association and the City of La Habra.

Police Association agrees to continue discussions with City Representatives on training and travel reimbursement policy.

Police Association and City Representatives have agreed on implementing the revised sworn performance evaluation form and the administrative appeal process in relation to the special assignment rotation policy.

The City and the Association agree to continue to meet and confer to revise and modify the personnel rules. Such bargaining will be attempted jointly with the other City bargaining units but LHPA reserves the right to negotiate separately, at its discretion.

Except as modified herein, or by subsequent written agreement of the parties, all existing wages, hours and other terms and conditions of employment shall remain in full force and effect during the term of this agreement.

EXECUTED this \_\_\_\_\_ day of August, 2023 in the City of La Habra, California.

CITY OF LA HABRA

LA HABRA POLICE ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_