

**MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR**

CITY OF SUSANVILLE

AND

THE SUSANVILLE PEACE OFFICERS ASSOCIATION

July 1, 2019 through and including June 30, 2021

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1 **INTRODUCTION**

The City of Susanville, hereinafter called the CITY, and the Susanville Peace Officers Association, hereinafter called the ASSOCIATION, having met and conferred in good faith, have entered into this Memorandum of Understanding establishing wages, hours, and other terms and conditions of employment.

The purpose of the Memorandum of Understanding is to promote harmonious relations between the CITY and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of California Government Code Section 3500.

2 **EMPLOYEE RIGHTS**

Employees of the CITY of Susanville 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 within the scope of representation.

As Public Safety Officers under California Law, the members of the Susanville Peace Officers Association are protected by the PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS and are entitled to exercise the rights enumerated in California Government Code Sections 3302 through 3309, inclusive.

3 **CITY RIGHTS**

A The CITY retains the right, subject to and in accordance with applicable laws and the provisions of the MOU to

- 1 direct employees in the performance of their duties;
- 2 hire, promote, transfer assign and discipline employees;
- 3 dismiss employees because of lack of work, or in accordance with personnel rules and regulations;
- 4 determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions and grades of positions, or employees, assigned to an organizational unit, work project, shift, or tour of duty, and the methods and technology of performing its work; and
- 5 take whatever action may be appropriate to carry out its mission in situations of emergency.

B In addition, the CITY specifically retains all the rights, subject to the provisions of this MOU, to take whatever actions and set whatever policies it deems appropriate.

C This section will not operate to deny any employee rights guaranteed by applicable law, including the Meyer-Milias-Brown Act.

4 **NON-DISCRIMINATION**

The CITY and ASSOCIATION agree not to discriminate against any employees in accordance with applicable law. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and vice versa.

5 **UNIT RECOGNITION**

A Acknowledgment: The CITY agrees to acknowledge the Susanville Peace Officers Association as the only recognized employee organization representing the non-management employees itemized in Section 6 so long as said ASSOCIATION maintains the dues-paying membership of a majority of the employees within the unit as described within Section 6.

B Payroll Deduction/Dues: For those Unit employees itemized in Section 6, the CITY will deduct from their wages the regular monthly dues. Such dues shall be deducted and transmitted to the ASSOCIATION upon voluntary, revocable, written authorization of the Unit employees in a manner complying with legal requirements. Written authorization forms will be provided by the CITY.

6 **UNIT DESCRIPTION**

This Unit shall consist of all regular full-time or probationary employees of the CITY of Susanville's Police Department which are specifically enumerated below:

A **Sworn Unit Members**
Police Sergeant
Police Officer

7 **SALARY SCALE, MERIT STEP INCREASES AND PAY PERIOD**

Outlined below are the salaries for all employees covered under this MOU.

A Pay Period: Pay periods will conform to 26 pay periods within a full year with the pay day occurring every other Friday.

B Salaries: For the period of July 1, 2019 through June 30, 2020, salaries shall increase 1.0% as shown in Exhibit B of the City of Susanville Global Range and Step Matrix, with an additional 1.0% increase to take effect on July 1, 2020 as shown in Exhibit C.

C Merit Pay: In order to receive a salary step increase the employee shall demonstrate that they merit such increase as shown by the annual performance review. The performance review shall show that the employee "meets" and/or "exceeds" standards to qualify for the merit increase.

D Longevity: Effective July 1, 2019, employees' base salary will be increased based on longevity as follows:

1. 1.0% at 10 years of service
2. 1.0% at 15 years of service;
3. 1.0% at 20 years of service.

Maximum longevity pay allowed is 3.0% at 20 years of service.

- E Performance Evaluations: If an employee is not given a job performance evaluation within thirty days of the employee's evaluation anniversary date, and there are no current counseling letters or pending disciplinary actions, it will be deemed that the employee was at a "meets" or "exceeds" performance level or higher at the time of the anniversary date and will be granted an appropriate increase, based on merit, retroactive to the anniversary date.
- F Specialty Pay: When an employee who is certified as a Field Training Officer is assigned to perform those duties, whether one day or a full work week, they shall receive a specialty pay of \$50 per week. Members who are Detectives shall receive an additional 2.5%. School Resource Officers (SROs) shall receive an additional 2.5% to take effect on July 1, 2017.
- G Night Differential Pay: Night Differential Pay is described as any scheduled hours (not including holding over after shift) between 18:00 hours (6:00pm) and 06:00 hours (6:00am). Members will receive an additional 1.5% for night differential pay as of July 1, 2017 with an additional 1% increase to take effect on July 1, 2018.

8 IRS SECTION 125 PLAN, DEFERRED COMPENSATION

- A The City agrees to establish an IRS Section 125 Plan for employee use.
- B The City will contribute \$65 per month as a contribution to an employee's Section 125 plan; or
- C The City will match on a dollar for dollar basis contributions to a deferred compensation plan with a maximum contribution of \$65 per month.

9 UNIFORMS

- A The CITY shall provide each employee in this unit with a uniform allowance of \$500.00 each June and \$500.00 each December. The allowance is for the purpose of purchase, maintenance and off-duty care of uniforms and associated gear and equipment.
- B There will be a one-time purchase by the CITY of a cold-weather coat and boots for each member of the Unit. All coats purchased shall be uniform in appearance.

The maximum CITY expense shall be \$250.00 per employee, although that amount may be supplemented by the employee at the employee's discretion. New employees shall receive no more than \$350.00 for cold-weather costs and boots.

10 **RETIREMENT**

A Sworn Personnel: The CITY shall pay employer share for each eligible sworn employee under its existing retirement program to the Public Employees Retirement System for 3% at 50, single highest year. Legacy members will be responsible for paying 9% of employee contribution.

New Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340 / PEPRA.

11 **WORK SCHEDULE**

A Work Period: The work period for this unit shall consist of fourteen (14) days with the work period beginning at midnight Friday and ending at midnight Friday within a 14-day work period.

B Work Week: A 40-hour work week shall constitute a regular work schedule for this unit unless the needs of the CITY require an alteration of the schedule because of emergencies, budgetary reasons, or in order to accommodate temporary schedule adjustments. The needs of the CITY will be paramount when making assignments under the 40-hour work week.

C Alternate work Schedules: The Chief of Police may implement alternative work schedules he deems beneficial to the department.

D In December 2004, an alternative work schedule was implemented and considered successful after a six months trial period. The alternative work schedule is:

207(k) Work Schedule Employees assigned to the 207 (k) 7/12 work schedule shall work three twelve-hour workdays in one seven day period and four twelve hour workdays in the next seven day period. Overtime shall be paid after twelve hours worked per day and after eighty-four hours worked per pay period. Supervisory staff may send an employee home any time in a fourteen-day work period for a minimum of two hours, not to exceed four hours.

4/40 Work Schedule Employees shall work eight ten hour days in a fourteen day work period, in a four and four configuration. Overtime shall be paid after ten hours worked per day and after eighty hours per pay period.

12 **HOLIDAYS**

A The holidays listed in the Employee Manual will be recognized as either eight (8), ten (10), or twelve (12) hour holidays, depending on the length of shift the employee is currently assigned. A maximum of fifty-six (56) hours of holiday pay may be redeemed for cash. When holidays will be celebrated by this unit shall be specified each July by the City Administrator.

- B The holidays will be considered as a single block of time to be credited to the employee in the month they occur. This time is to be used in lieu of the holidays. Holiday time will normally be taken in the month that the holiday occurs. However, the time at which the employee shall be granted holiday time is at the discretion of the Department Head. The employee's preference will be taken into account, as far as possible, with requests that may be denied justified in writing to the requesting employee. The predominant factor considered will be the CITY's needs which may include, but not be limited to:

No holiday time shall be granted off if an officer/sergeant has to be called back from a scheduled vacation or is attending school. Total number of hours credited to each employee of this unit will be the 14 holidays listed in paragraph A. Requests for holiday time may be made at any time to the supervising officer, but in a reasonable time to provide a written response if conditions require a denial.

Employees will be expected to take holiday leave whenever possible, however unused holiday leave up to a maximum of 50 hours will be reimbursed at regular pay rates during the pay period closest to June 30 and up to a maximum of 50 hours will be reimbursed at regular pay rates the pay period closest to December 31 each year.

It should be understood that should an individual terminate employment with unused Holiday Time, no compensation will be granted for the unused holiday time. It should be understood that if individuals have exhausted all of the Holiday Time prior to June 30th and the individual terminates employment after Holiday Time is exhausted, no pro-rated Holiday Time will be deducted from the final paycheck.

13 OVERTIME

- A The CITY agrees, for those who work a 207(k) schedule, overtime shall be paid after twelve hours worked per day and after eighty four hours worked per pay period. For those who work a 4/40 work schedule, overtime shall be paid after ten hours worked per day and after eighty hours worked per pay period per Section 11D of this MOU. For those who work a regular work schedule, all hours in excess of forty (40) hours, or eight (8) hours per day, will be paid as overtime. Vacation time and sick leave time, or hours worked on a holiday designated in Section 12, will be counted as hours worked, and shall be compensated for at a rate of 1.5 times the regular rate of pay. Employees who have a regular day off on a holiday will receive double time if called in to work on that holiday.
- B The assignment of overtime will be at the CITY's sole discretion and scheduled by supervisory personnel. However, the City shall endeavor to select, from among those employees who are qualified, those individuals who wish to work overtime.
- C The CITY shall have the right to require employees to work whenever necessary.
- D Call-back pay: Should an employee be required to make a court appearance outside his/her regularly scheduled shift, or an off-duty day, said employee shall be

compensated a minimum of four (4) hours at the straight time rate. Hours in court in excess of four (4) hours shall be compensated at time and one-half (1.5). An employee who is scheduled to make a court appearance outside his/her regularly scheduled shift, or on an off-duty day where the appearance is canceled shall receive 2 hours of regular pay if they are notified of court cancellation after 1700 the day before appearance is scheduled. An employee required to appear for duty after leaving the work site at end of shift, other than court, shall be compensated a minimum of two (2) hours at 1.5 times employee's regular rate of pay.

- E The CITY shall grant either pay for overtime pursuant to Section 13.A. or compensatory time off at the rate of 1.5 times the number of overtime hours worked. The time at which the employee shall be granted compensatory time is at the discretion of the Department Head. The employee's preference will be taken into account, as far as possible, with request that may be denied justified in writing to the requesting employee.

No compensatory time shall be granted off if requires a regular officer to be rescheduled to work that time period at the double-time rate. This double-time rate may be waived by the employee.

No compensatory time shall be granted if an officer/sergeant has to be called back from a scheduled vacation or is attending school.

Effective 7-1-20, the parties agree call back from a scheduled vacation be paid at double-time (with caveat that double time can be waived by the employee).

Requests for compensatory time off may be made at any time to the supervising officer, but in a reasonable time to provide a written response if conditions require a denial.

No employee shall accrue more than 240 hours of compensatory time off. Employee may request a cash payment of up to 80 hours per fiscal year to be issued by separate check. Such check(s) may only be issued on a quarterly basis within the months of September, December, March and June with a minimum increment of ten (10) hours of compensatory time accrued.

Employees with accruals in excess of 240 hours as of July 1, 1996 shall not accrue any additional compensatory time hours until they reduce their accrual to below 240 hours. Such employees shall reduce their compensatory time accruals to 240 hours.

Where any of the above Section E is found to be inconsistent with DBL guidelines, the guidelines shall be used.

- F Notwithstanding the above, a shift trade between two employees to work the other's shift, which does not add to department costs for overtime pay or compensatory time, shall be allowed provided reasonable advance notice is provided to the approving supervisor.

14 **EMPLOYEE SICK LEAVE**

- A Employees within this Unit will accrue 5.54 hours of sick or accident allowance for each full pay period of employment, up to a total of one hundred and forty four (144) hour allowance per calendar year, unlimited accumulation.
- B Benefits shall be payable commencing the first day of absence due to the employee's sickness or accident.
- C Sick leave benefits are payable only for an employee's regularly scheduled work-days on which he or she is off as a result of the employee's illness or accident.
- D The employee may be required, at the discretion of the CITY Administrator or he CITY Administrator's authorized representative, to furnish a doctor's certificate, or other satisfactory proof of illness or accident, after three (3) days of absence. If the employee is suspected of abusing his sick leave privileges, said requirement may be imposed after any length of absence. The CITY Administrator, or the CITY Administrator's authorized representative, may terminate or withhold said benefits if the employee fails to furnish satisfactory and non-falsified proof of illness or accident.
- E Under the Public Employees' Retirement System, credit for unused sick leave (Section 20965) of the Government Code shall be a benefit provided to each employee of this unit upon retirement and in accordance with the rules and regulations of PERS.
- F Upon retirement from the City unused sick leave shall be capitalized at 50% of current hourly salary. This fund may be used to pay one-half of monthly insurance premiums.

15 **MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the CITY Administrator, and/or the CITY Administrator's authorized representative, an opportunity, with the limits of military regulations, to determine when such leave shall be taken.

16 **JURY DUTY**

While serving on Jury Duty, employees will still be paid by the CITY, on the basis of a forty (40) hour week at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the CITY.

17 **VACATION**

- A Employees in this Unit shall earn vacation credit as set forth in the Employee Manual.

- B In order that employees obtain the maximum benefit for themselves, each vacation should be taken in a single period, if possible. It is desirable that vacations not be split to less than one calendar week.
- C Vacation schedules will be arranged to avoid the necessity of work stoppage, slowing down of work, or need for additional help.
- D The time at which the employee shall be granted a vacation is at the sole discretion of the Department Head. The employee's preference will be taken into account as far as possible. The predominant factor to be considered will be the CITY's needs. When possible, a vacation request should be submitted at least seven days in advance.
- E Subject to the provisions of Section 17.D. above, vacation will be taken in accordance with departmental seniority regardless of classification or job assignment. For vacation scheduling purposes, departmental seniority shall be defined as full-time police department peace officer's employment with no break in service.

18 FAMILY ILLNESS LEAVE

An employee shall be entitled to the use of up to five (5) days of accumulated sick leave in any one (1) calendar year for the purpose of providing personal care, attendance, and compassion to a member of the employee's household, or immediate family, who is suffering from illness. However, the necessity for the employee's presence may, at the discretion of the CITY Administrator and/or his authorized agent, be required to be verified by a doctor's certificate. The CITY shall have the authority to approve additional sick leave to be used for family sick purposes on a case-by-case basis where circumstances are justified by critical need.

For the purpose of this article, a member of the employee's immediate family is a spouse, mother, father, brother, sister, child, grandparent and grandchild of such employee, or spouse, and any family member residing in the house of the employee.

19 HEALTH, DENTAL, VISION INSURANCE

A The CITY shall pay the cost of health, dental and vision insurance premium for each unit member covered under this MOU. Each unit member shall contribute \$25

per month towards the current plan premium. City will continue to research options for the best cost-effective coverage, at its discretion. The CITY reserves the right to select, change, administer and shall have the right to select any carrier or other method providing coverage to fund the benefits and may adjust the amount the City shall pay for such benefits. Any changes in the medical coverage or other benefits will be subject to the meet and confer process prior to implementation. If the insurance provider is changed and the cost is less than \$957 per month per employee, the City shall cap the amount of its contribution to an amount not less than 100 percent of the cost of the new plan.

- B Retirees will be eligible to purchase health insurance under the above plan with no vesting requirement, if allowed under the current plan.

20 **LIFE INSURANCE**

The City shall provide term life coverage in the amount of \$40,000 (\$15,000 with Health Coverage and \$25,000 additional) for each employee for the term of the contract.

21 **PROFESSIONAL DEVELOPMENT PROGRAM FOR SWORN EMPLOYEES**

- A Purpose: The purpose of the CIYT of Susanville Police Department Professional Development Program is to increase and maintain high levels of professionalism among Police Officers in order to attain a superior quality of police service for the community, and to better equip individual Police Officers for handling complex and difficult social and community problems characteristic of modern society. Thus. The program is intended to more effectively prepare both new recruits and experienced officers to cope with the changing role of the Police Officer in today's community through broadening of his educational background and exposure.
- B General Provisions: Upon receiving a degree, and/or an appropriate level Certificate issued by the California Commission on Peace Officer's Standards and Training (POST), a salary increase based on the attached schedule will be permanently added to the officer's base pay. In order to receive the educational incentive, an officer must have satisfactorily completed appropriate course requirements, with a grade average of "C" or better, in college course work.
- C Eligibility Requirements: To be eligible for participation in the program, Police Officers must have met the following requirements:
 - 1 Each applicant must have satisfactorily completed the entry-level probationary period, and have attained regular status.
 - 2 Applicants must be classified as Police Officer or Police Sergeant.
 - 3 Each Police Officer, who plans to participate in the program, must advise the CITY Administrator, through the Chief of Police, on the appropriate forms.
 - 4 The Police Officer must have received a degree from an accredited college, or university, and have been in a program which leads to an Associate or Bachelor's Degree in Police Science, Public Administration, or an approved closely related field.
- D Program Incentive: Upon completion of each degree level requirement (or equivalent requirements for the AA Degree for those pursuing a Bachelor's Degree and/or the required POST Certificate) and submittal of the necessary forms, the appropriate salary incentive will be added to the permanent base pay for the Officer

such that, upon completion of the Associate of Bachelor Degree and/or completion of the appropriate POST Certificate, an Officer can receive a permanent pay increase of 2.5% to 10% respectively, over and above the base pay for the classification shown in the current pay plan. The following criteria outlines the requirement at each level.

Upon receiving a degree and/or appropriate certificates issued by POST, a permanent increase will be added to the base pay:

BASE SALARY BASE + 2.5% REG FULL-TIME AA or AS Degree	BASE + 5% REG FULL-TIME BA or BS Degree
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*Holders of Bachelor's Degrees are not eligible for Associate Degree Incentive.

BASE SALARY BASE + 2.5% REG FULL-TIME Intermediate POST	BASE + 5% REG FULL-TIME Advanced POST
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*Holders of Advanced POST are not eligible for Intermediate POST Incentive.

BASE SALARY BASE + 2.5% REG FULL-TIME
Sergeants with POST Supervisor Certificate

Incentive pay based on POST certificates will be retroactive to the date of completion once certified by the Chief of Police. Incentives are not offered for multiple degrees.

E Responsibilities and Duties: Each Officer participating in the program is responsible for informing the Chief of Police and the CITY Administrator of his degrees and/or certificates from POST. Officers are responsible to handle all matters pertaining to the college of university and are required to have academic transcripts and records of achievement submitted through the Chief of Police. Keeping in mind that the purpose of the program is to encourage the professional development of the Susanville Police Department, through attainment of higher education, each Officer participating in the program should commit themselves to work as quickly as feasible toward completion of the requirements of the degree sought.

F Continuing Education: The City will reimburse employees for the cost of books and tuition, not to exceed \$1,000 per calendar year for job related training with an intended goal (that has received approval of the Chief of Police and the City Administrator prior to enrollment) or education up to and including a Master's Degree upon successful completion of each course with a passing grade. There will be no overtime pay granted to attend training, nor will there be travel and subsistence pay.

22 **PAST PRACTICES**

Nothing contained in this MOU shall be interpreted as to imply, or permit the invocation of past practice, or tradition, or accumulation, or vesting of any employee rights of privileges, other than those expressly stated herein.

The CITY and ASSOCIATION agree that only those past practice, standards, obligations and/or other commitments of the CITY to its employees, which are expressly stated herein, shall be in full force and effect during the term of this MOU.

23 **GRIEVANCE/DISCIPLINE PROCEDURES**

Grievance and Discipline policies and procedures may be found in the Employee Handbook.

24 **ARBITRATION**

Formal appeals for discipline involving an unpaid suspension, demotion, reduction in pay or termination may be appealed to binding arbitration in lieu of appeal to the City Council. The parties agree that loss of special assignment pay due to routine operational reassignment is not to be considered discipline for the purpose of arbitration, unless such reassignment is specified in a discipline notice.

25 **MISCELLANEOUS**

The CITY agrees to provide \$10,000 in gym equipment in fiscal year 2017/2018. City and Association agree that the gym equipment will be City property located at the Police Department subject to City approval. Gym and equipment purchased will be subject to approval of the Chief of Police.

26 **RESIDENCY POLICY**

The CITY and ASSOCIATION agree on the approved Residency Policy for all Members hired after January 1, 2018, attached as Exhibit "D".

27 **SOLE AGREEMENT**

A The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.

B If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if, and when, reduced to writing and executed by the authorized representatives of the CITY and the ASSOCIATION. Any such changes validly made shall become a part of this MOU and subject to its terms.

C The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

D In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable, or illegal, that policy, or set of policies, shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.

Should a policy within the MOU become void as outline above, either the CITY or the ASSOCIATION may institute the Meet and Confer process in regard to instituting a substitute item.

28 TERM OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall remain in effect for the period of July 1, 2019, through and including June 30, 2021, or until a successor agreement is reached, unless a specific provision provides for a different commencement and/or termination date.

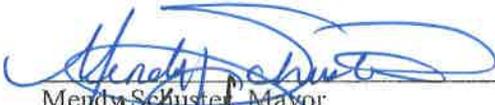
The provision of this MOU shall not be altered, amended, or added to except by the mutual written agreement of the CITY and the ASSOCIATION. Either party may request the other to consider changes in provisions of the MOU; such requests shall be in writing. Neither party is, however, obligated to agree to re-initiate the Meet and Confer process unless specific provisions of the Federal Fair Standards Act and/or Health, Dental and Vision Insurance Plan are amended to impact or alter the provisions of this MOU.

Dated this 19th day of August, 2020.

29 SIGNATURES

CITY OF SUSANVILLE

For the Susanville Police Officers Assoc.


Mendy Schuster, Mayor


Steve Allen

Kevin Jones, Interim City Administrator

Representative


Heidi Whitlock, City Clerk


Representative

APPROVED AS TO FORM:


Margaret Long, City Attorney

EXHIBIT A

**POLICE OFFICERS ASSOCIATION
Fiscal Year 2019-2020
Salary Range**

<u>POSITION</u>	<u>RANGE</u>
Police Officer - Base	136
Police Officer - 2.5% Incentive	137
Police Officer - 5% Incentive	138
Police Officer - 7.5%	139
Police Officer - 10%	140
Police Officer - 12.5%	141
Police Sergeant - Base	143
Police Sergeant - 2.5% Incentive	144
Police Sergeant - 5% Incentive	145
Police Sergeant - 7.5% Incentive	146
Police Sergeant - 10% Incentive	147
Police Sergeant - 12.5% Incentive	148



CITY OF SUSANVILLE

Residency Policy for Employees with Emergency/Urgent Response Duties

Adopted _____, Last Updated _____

1. Introduction

This policy establishes a requirement for all employees in the below-mentioned job categories to reside within a reasonable proximity to their place of employment to allow them to respond within the timeframes set forth below. This policy applies to employees in the below-mentioned job categories hired by the City of Susanville after this policy takes effect and to current employees of the City of Susanville in the below-mentioned job categories if the current employee changes his or her residence after this policy takes effect.

The job categories for which this policy applies are:

- A. All sworn officers working for the City of Susanville Police Department. This includes but is not limited to: full-time sworn officers (including supervisors), part-time sworn officers and reserve officers.
- B. All City of Susanville Fire Department personnel (including supervisors).
- C. All City of Susanville Public Works personnel (including supervisors).

2. Requirements

The following requirements apply to each employee hired by the City of Susanville after this policy takes effect in the above-mentioned job categories and to current employees in the above-mentioned job categories if the current employee changes his or her residence after this policy takes effect.

- A. For purposes of this policy, RESIDENCE means the house or other fixed abode where the employee lives full time, the address of which the employee must have on file with the City.
- B. The RESIDENCE of the employee must be within a 35-minute drive of the department office applicable to the employee's employment with the City. For example, public works employees' department office will be the public works department office.
- C. The drive time of the employee will be determined by entering the address of the employee residence and the location of his or her respective department office in the City of Susanville into an internet based mapping system selected at the sole discretion of the City, such as Google

Maps assuming fair-whether driving conditions. A copy of the printout of the mapping system showing drive time from the department office to the residence will be kept by the City.

- D. When instructed by his or her employer or supervisor, each employee must respond to an emergency or urgent situation connected to his or her employment with the City of Susanville. An exception to this requirement is when the employee is on a previously authorized vacation or other approved leave, or has traveled outside of a 100-mile radius of the department office applicable to that City employee.
- E. Employees will be compensated as currently outlined in their respective Memorandum of Understanding and Employee Handbook and will not be eligible for any additional compensation as a result of these requirements.

3. Purpose

The above-mentioned job categories include critical job functions that require the employees who perform the jobs to respond to emergency or urgent situations connected to their employment with the City of Susanville. From time to time, emergency or urgent situations arise and additional employees must be called to assist with the urgent or emergency situation. The City of Susanville is located in the high desert and weather conditions such as rain, snow, ice and wind cause road closures, making it difficult for employees to report to their place of employment at various times throughout the year if the location of the employee's RESIDENCE requires too much time to arrive at the worksite. Varied road types including but not limited to mountain passes, unmaintained dirt roads and steep windy roads surrounding the City of Susanville make it necessary for the proximity of the employee to his or her place of employment or the city limits to be measured in drive time and not miles. To protect the health, safety and welfare of the people and property within the City of Susanville during emergencies or urgent situations, employees with the above-mentioned job descriptions must be able to respond to an emergency or urgent situation within a reasonable time. Requiring future employees or current employees who change their residence after this policy takes effect to live within a 35-minute drive of his or her place of employment best serves the legitimate interests of the City.

4. Violation of Policy

Violation of this policy will result in a notice to cure the violation within 30 days. Failure to cure the violation within 30 days will result in termination of employment within 14 days of the deadline to cure the violation.

