

MEMORANDUM OF UNDERSTANDING



Morgan Hill Police Officers' Association

December 26, 2021 – December 31, 2023

POA
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This Memorandum of Understanding ("MOU") has been executed by representatives of the MORGAN HILL CITY COUNCIL ("City") and representatives of the MORGAN HILL POLICE OFFICERS' ASSOCIATION ("Association"). City and Association may be referred to collectively as "Parties" and individually as a "Party."

Article I. TERM

Section 1.01 The term of this MOU shall commence December 26, 2021 and end December 31, 2023.

Article II. REPRESENTATION

Section 2.01 Association is a recognized employee organization within the meaning of City's Employer-Employee Relations Resolution No. 4955.

Section 2.02 Association represents all employees in the Police Unit which consists of City classifications of Multi Service Officer, Police Officer, Police Corporal, and Police Sergeant.

Section 2.03 A Police Officer Trainee is a person being considered for hiring as a Police Officer with City. Police Officer Trainees are not classified City employees, not covered by this MOU and are not represented by Association. A Police Officer Trainee signs a separate contract to attend a P.O.S.T. Certified Academy ("Academy"). Upon successful completion of the Academy, the Police Officer Trainee is hired as a Police Officer and begins to receive a regular salary and benefits pursuant to this MOU.

Section 2.04 All employees within the bargaining unit represented by the Association may voluntarily join the Association and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (hereinafter "payroll deductions") as determined by the Association. It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues to the Association. The Association shall certify to the City the identity of such members and the amount of such payroll deductions to be deducted.

Section 2.05 **New Employee Orientation**

Section 2.06 The City shall provide the Association with reasonable advance notice of the start date of any new hire to a represented classification. The City shall provide the Association with an exclusive 30- minute meeting with any new employee or group of employees covered by this MOU, during the employee orientation (i.e., the first two (2) days of employment). The specific date, time, and location of the 30- minute union meeting with new employees will be coordinated by the Chief of Police and the President of the Association.

Section 2.07 **Payroll Deductions/Authorizations**

Section 2.08 The City agrees to deduct the periodic payroll deductions from the paycheck of each employee who voluntarily executes a valid authorization form as certified by the Association, or pursuant to an authorization form tendered to the City by either the Association or the employee. All sums deducted by the City shall be remitted to the Association in an expedient manner and at the intervals requested by the Association (i.e., no more than seven (7) calendar days after the deduction), together with a list of names of each employee for whom a deduction was made.

Section 2.09 If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the City shall direct the employee member to the Association. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Association directly to the City and is subject to the terms and conditions as set forth in the original payroll deduction/authorization.

Section 2.10 Notification will be provided to the City's Payroll Division. Change, cancellation or deduction requests received by the City prior to the 15th of the month will be processed the first full pay period of the following month. Change, cancellation and deduction requests received by the City on or after the 15th of the month will be processed the second full pay period of the following month.

Section 2.11 The Association shall indemnify and hold the City and its agents and employees harmless from any cost, expense, fee or liability resulting from any claims, demands, lawsuits, or any other action arising from the operation of this Section 2.02.

Section 2.12 **Meet & Confer Process**

Section 2.13 Association is the only employee organization which is entitled to meet and confer with City on behalf of employees.

Section 2.14 **Association Meetings**

Employees shall be allowed to attend one (1) Association meeting per month on-duty for not longer than one-and-a-half (1.5) hours, subject to call out. The Association meeting must be for the purpose of Association business and is not a social event. If on-duty Unit Members could be affected by any Association meetings, Association must give three (3) days notice to the Police Chief ("Chief") or his/her designate.

Section 2.15 Association's Elected and Appointed Officers ("Association Officers") and employees may be granted limited privileges to utilize City owned equipment as follows:

- (a) Association Officers may utilize the Police Department ("Department") email system to post official notices to its membership or conduct necessary official business that cannot be conveniently conducted in another fashion. Likewise, employees may utilize this system to reply to notices or other necessary Association business.
- (b) Association Officers or their designates may utilize City's telephones within the Police Station or their department issued cell phone to conduct official Association business for local calls only. All long distance or message calls must be made collect with the use of a private phone credit card.
- (c) Association Officers or their designates may utilize City's copy machines within the Police Station to reproduce notices to its membership, other official correspondence using Association stationary, and copies of the MOU for distribution to its membership. Reproducing multiple copies of large documents or large quantities (more than twenty-five (25) copies) of short documents may only be allowed with permission of the Chief.

- (d) Official business shall be defined as notifying employees of meetings, Association activities, or other official communications, such as preparing election ballots, correspondence, etc. Not included in official business are items such as actually voting on Association issues, lobbying or campaigning with respect to Association issues, expressing personal or political views, making statements which are injurious to individuals or the Department, or other similar transmissions.
- (e) The Chief or his/her designate shall monitor these privileges during the term of this MOU. Should the Chief or his/her designate detect an abuse of these privilege(s), he/she shall notify the Association Officers and allow Association to be heard. If additional abuses are detected after having placed Association on notice, the Chief may unconditionally revoke any or all of these privileges.

Section 2.16 A maximum of four (4) Association Officers shall be allowed to utilize a cumulative total of forty (40) hours per year of release time for Association business and attendance of Association related functions including, but not limited, to meetings, seminars, and schools. Release time shall be granted subject to minimum staffing requirements of the Police Department ("Department") and is subject to Chief and/or City's City Manager ("City Manager") approval.

Section 2.17 Representatives of City and Association have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and Resolution No. 4955, for the purpose of reaching agreement concerning all matters within the scope of representation for employees during the term of this MOU.

Section 2.18 An agreement has been reached.

Section 2.19 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.

Section 2.20 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 during the term of this MOU Nothing in this paragraph shall preclude the Parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this MOU.

Section 2.21 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 and implemented by City and Association.

Article III. MANAGEMENT RIGHTS

Section 3.01 The rights of City, as exercised by the City Council and the City Administration, include, but are not limited to: 1) the exclusive right to determine the mission of its constituent departments, commissions and boards, 2) the right to set standards of service and determine the procedures and standards of selection for employment, 3) the right to direct its employees, 4) the right to take disciplinary action, 5) the right to relieve its employees from duty because of lack of work or other legitimate reasons, 6) the right to maintain the efficiency of governmental operations, 7) the right to determine the methods,

means, and personnel by which government operations are to be conducted, 8) the right to determine the content of job classifications, 9) the right to require that employees work overtime, and 10) the right to and exercise complete control and discretion over its organization and the technology of performing its work. These rights are absolute, except that any agreement between City and Association evidenced by a MOU under Government Code § 3500 et. seq. shall take precedence over any of the above enumerated management rights and such MOU will be honored in good faith during the life of this MOU, subject to City's right to determine when an emergency exists and to take all necessary action to carry out its mission in emergencies.

Section 3.02 Nothing in this Article III shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in City by any law regulating, authorizing, or empowering City to act or refrain from acting.

Article IV. DEFINITIONS

Section 4.01 The terms "Salaries", "Wages" or "Salary and Wages" shall mean the gross monthly base pay prior to any deductions.

Section 4.02 The term "Personnel Rules" as used in this MOU means those regulations titled "City of Morgan Hill Personnel Rules and Regulations" enacted by Resolution No. 1485 and thereafter and hereafter amended.

Section 4.03 **Personnel Rules**

Section 4.04 The Personnel Rules are incorporated by reference as though fully and completely set forth in this MOU.

Section 4.05 It is understood that, during the term of this MOU, City will be reviewing and updating, where needed, the Personnel Rules. City shall meet and confer with Association on revisions that are within the scope of representation.

Section 4.06 **Interpretation**

Section 4.07 In the event a conflict in interpretation between the Personnel Rules, as included by reference, and similar sections contained in this MOU, the language in the MOU will be used for interpretation.

Article V. SALARY, WAGES & PAID BENEFITS

Section 5.01 **Salaries**

Section 5.02 The salaries and wages paid by City to employees will be in accordance with the job classifications they hold with pay rates to be amended as follows according to City's adopted salary range schedule. The adopted Salary Schedule, as may be amended from time to time, is attached hereto as Appendix A and is incorporated herein by this reference.

Section 5.03 Sworn Classifications (Police Officer, Police Corporal, and Police Sergeant) and Non-Sworn Classifications (Multi Service Officer): Effective the pay period including December 26, 2021, the employee's base salary shall be increased four percent (4.0%). Effective the pay period including January 1, 2023, the employee's base salary shall be increased by four percent (4.0%).

Section 5.04 Specialized Pay Assignments

Section 5.05 Employees may be assigned to special assignment work which entitles the employee to specialty pay, as outlined below (a "Specialized Pay Assignment").

Section 5.06 The Specialized Pay Assignments are Canine (any rank), School Resource Officer, Special Weapons and Tactics ("SWAT") (any rank), Hostage Negotiation team, Crime Scene Investigation Team, Regional Auto Theft Task Force (Officer/Corporal), Regional Enforcement Allied Computer Task Force (any rank), Detective (Sergeant/Corporal/Officer) and Traffic (Corporal/Officer). These collateral duties are at-will and at the discretion of the Chief of Police. The pay received by these employees when they are assigned to a Specialized Pay Assignment ("Specialty Pay") shall be increased per pay period by 4% effective December 26, 2021 and increased per pay period by 4% effective the pay period including January 1, 2022. Specialized Pay Assignments shall be paid according to the following:

	2022	2023
Police Officer	\$260 per pay period	\$270.40 per pay period
Police Corporal	\$286 per pay period	\$297.44 per pay period
Police Sergeant	\$312 per pay period	\$324.48 per pay period

Section 5.07 Employees in the Detective, Canine, Special Weapons and Tactics ("SWAT"), Hostage Negotiation Team, Crime Scene Investigation Team, Task Force, and Traffic motor Specialized Pay Assignments will be required to be on call for on a rotational basis.

Section 5.08 Employees in the Detective, Canine, and Task Force Specialized Pay Assignments will be given a Department issued vehicle and associated equipment and are required to keep the vehicle and associated equipment immediately available and either keep Morgan Hill Dispatch advised of their location or maintain call-back availability by carrying their Department issued cell phone.

Section 5.09 Traffic Officers and Corporals are assigned to use Department-issued motorcycles for traffic enforcement. Traffic Officers and Corporals will not receive Specialty Pay until successful completion of Motor Officer School.

Section 5.10 Canine Officer(s) (any rank) are only eligible for Specialty Pay during periods when assigned an animal as part of their duties.

Section 5.11 The Canine Officer (any rank) shall be authorized to receive three-and-one-half (3.5) hours weekly on at the Overtime Pay rate for animal care ("Canine Care Pay"). No additional time shall be worked without the express approval of the Canine Sergeant. Canine Officer(s) are only eligible for animal care pay during periods when assigned an animal as part of their duties.

Section 5.12 With the exception of the Canine Care Pay as specified above, employees who are assigned to these Specialized Assignments will not be entitled to any type of additional pay for the performance of these Specialized Assignments.

Section 5.13 Out of Class

Section 5.14 A supervisor may assign in writing an employee to work "Out of Class" in a higher classification and receive "Out of Class Pay" if (a) the employee will assume the full range of duties of the

higher classification, (b) the assignment is for a limited duration, (c) the assignment will not and does not exceed 960 hours in a fiscal year and (d) is to a position in a higher class that is vacant during recruitment for a permanent employee (i.e. does not include a vacancy due to an employee on leave). Out of Class Pay shall be at the pay step in the higher class closest to but no less than 5.0% higher than the employee's base pay and is intended to be PERSable compensation under Government Code section 20480. To qualify as Out of Class Pay rather than Higher Class Assignment Pay (see next paragraph), the assignment must be approved by the Police Chief's designee and the Human Resources Division.

Section 5.15 Higher Class Assignment Pay

Section 5.16 A supervisor may also assign in writing an employee to work in a higher class and receive "Higher Class Assignment Pay" if the employee will assume the full range of duties of the higher classification and does not qualify for Out of Class Pay. Higher Class Assignment Pay shall also be at the pay step in the higher class closest to but no less than 5.0% higher than the employee's base pay but is not PERSable compensation under Government Code section 20480.

Section 5.17 Holiday Pay

Section 5.18 Holiday Pay for entitled employees shall be six and a half percent (6.5%) of the employee's base salary. If the City Council declares an additional holiday for City employees during this MOU, an additional one-half percent (.5%) Holiday Pay will be granted to employees.

Section 5.19 Other Pay

Section 5.20 Callback Pay

Section 5.21 "Callback Pay" is any assignment worked which is not contiguous with an employee's regular shift. Callback Pay is paid at a two (2) hour minimum at the employee's Overtime Pay hourly rate. When overtime worked is contiguous to a regular shift, either preceding or afterwards, it is a "ShiftExtension" and shall be compensated at the normal Overtime Pay rate for completed fifteen (15) minute increments worked.

Section 5.22 Shift Supervisor Pay

Section 5.23 Effective December 30, 2018, the City shall pay an additional two dollars and fifty cents (\$2.50) per hour for Police Officers temporarily assigned to work as Shift Supervisors.

Section 5.24 5.18 FTO Pay

Section 5.25 Effective December 30, 2018, Police Officers serving as Field Training Officers shall receive additional compensation of two dollars and fifty cents (\$2.50) per hour for time spent training newly hired Police Officers.

Section 5.26 Bilingual Pay

Section 5.27 Employees identified by the Chief to use Spanish in the course of performing their work duties and who have successfully completed the certification process, as outlined below, shall receive the following compensation:

- (a) Employees hired prior to June 30, 2013 shall receive five percent (5%) of the employee's baselary. On July 1, 2013, that amount will be calculated and converted to a fixed amount. Should there be subsequent adjustments to base salaries, the amount determined on July 1, 2013 shall remain fixed in perpetuity. For employees hired on, or after July 1, 2013, employees shall receive a monthly stipend of one hundred dollars (\$100.00).
- (b) The certification process shall be completed by a provider contracted by Human Resources or three (3) person panel established by Human Resources to determine conversational competence. Employees shall be subject to recertification every two (2) years, unless the certification is waived by City.
- (c) An eligible employee may request to be tested for bilingual certification at any time.

Section 5.28 Court Pay

Section 5.29 "Court Pay" is any court assignment worked which is not contiguous with a regular shift. Court Pay is paid at a four (4) hour minimum at the employee's Overtime Pay hourly rate.

- (a) The minimum an employee can receive for a court appearance cannot cause the employee to receive a rate of pay which overlaps into their regular shift. The time between the start of the court appearance and the start of the scheduled shift shall be paid as governed under the Department's Policy Manual Section 1038, which is hereby incorporated by this reference and the employee will be required to report to work. The same overlap rule applies for a court appearance which begins within thirty (30) minutes of the end of a regular shift.
- (b) Employees shall be compensated for travel time. "Travel Time" is any time in excess of the time the employee spends going to and from a court appearance. If the sum of the Travel Time and the court appearance does not exceed the four (4) hour minimum paid for court appearances or if the time overlaps into the employee's regular shift, no additional Overtime Pay will be paid. Normal commute is defined as the time necessary for an employee to travel from their residence to the Police Station based on the distance and prevailing commuter speeds and congestion.
- (c) Employees are not required to drive a City vehicle to court but may be provided a City vehicle for out-of-County travel, if available. employees will be reimbursed at the current IRS rate for use of their personal vehicle when making in-County or out-of-County court appearances.
- (d) Except as provided herein, employees receiving Court Pay shall not receive reimbursement for meals nor overtime pay for court meal recesses. employees held over through a court lunch recess, but then released from court immediately following the recess, shall receive Overtime Pay for the lunch recess not to exceed one (1) hour.
- (e) Only one (1) four (4) hour minimum compensation for an off-duty court appearance will be paid per day. If additional off duty court appearances are required beyond the time covered by the four (4) hour minimum, the employee shall be paid at the Overtime Pay rate for actual hours worked as governed by Policy Manual Section 1038.

Section 5.30 Court Stand By Pay

Section 5.33 "Court Stand By" is defined as time in which the off-duty activity of an employee is restricted due to the inevitability of said employee having to respond to court within the succeeding twenty-four (24) hours

- (a) In the event that employees are assigned by the Chief or his/her designate to remain on call for the purposes of Court Stand By, the employee shall receive one quarter (1/4) straight time pay forevery hour on standby with a two (2) hour minimum and an eight (8) hour maximum per court day.
- (b) The Chief or his/her designate shall be responsible for informing appropriate court officials of the above stated Court Stand By procedure and any conflicts resulting from the procedure.

Section 5.32 Rest Period Between Shifts

Section 5.33 Employees who are assigned to and actually work more than four (4) hours between two (2) regularly scheduled twelve (12) hour patrol shifts shall be entitled to an eight (8) hour rest period between said shifts. The eight (8) hour rest period may not necessarily consist of eight (8) consecutive hours, depending upon the circumstances. If any portion of the eight (8) hour rest period occurs during the employee's regularly scheduled twelve (12) hour shift, the employee shall receive normal compensation forthat time.

For example, a Police Officer goes off duty at 7:00 a.m. and is subpoenaed to court at 8:00 a.m. The Police Officer remains in court until 3:00 p.m. and is scheduled to return to work at 7:00 p.m. In this case, the Police Officer could return to work at 10:00 p.m. without loss of hours or the need to use accrued time off for the three (3) hour period of the regular work shift.

- (a) The employee is responsible to contact the on-duty Watch Commander to request this rest period as soon as he or she is aware that it will be required so that ample time is available to arrange for replacement officers if necessary.
- (b) The on-duty Watch Commander may exercise discretion as to the exact time the employee must report back to work, based on individual circumstances and operational needs, so long as it complies with the intent of this section.
- (c) This section shall not apply to voluntary overtime work assignments between shifts which are worked at the option of the individual employee.
- (d) This section shall not apply in emergencies such as mutual aid mobilizations or natural disasters.

Section 5.34 Overtime Pay and Compensatory Time

Section 5.35 The City has established a 14 day / 86-hour Section 207(k) work period for purposes of Fair Labor Standards Act (FLSA) overtime hours. The established work period begins at 12:01 a.m. every other Sunday and ends every other Saturday, fourteen (14) days later at 12:00 midnight.

Section 5.36 MOU "Overtime Pay" and / Compensatory Time ("Comp Time") are for hours worked outside an employee's regular work schedule, and are paid at one-and-a-half (1.5) times an employee's FLSA regular rate of pay. Overtime Pay and Comp Time shall be calculated on a minimum of fifteen (15) minute increments actually worked outside of the employee's regular work shift. For clarification, this

equates to 15-29 minutes = 15 minutes of overtime pay, 30 - 44 minutes = 30 minutes of overtime pay and so on. All such time must be approved in advance with the employee's supervisor or the Chief.

Section 5.37 Employees will have the option of receiving either Overtime Pay or Comp Time. The Comp Time accrual limit for the term of this MOU is one hundred eighty (180) hours. Comp Time will be cashed out at the FLSA regular rate at time of separation. Comp Time may also be cashed out at the FLSA regular rate each calendar year via an irrevocable cash out election form to the extent and in manner provided in section 7.08.

Section 5.38 Employees may elect to contribute via payroll deduction to the City's Deferred Compensation Plans. Employee contributions can be lump sum contributions or percentage of base wages contributions. Employees must submit a completed "Deferred Compensation Enrollment/Change Form" to the Human Resources Office for changes in their deferred compensation contributions. Changes shall be effective the second full pay period following receipt by Human Resources of the applicable Deferred Compensation Enrollment/Change Form.

Section 5.39 **In- House Department Training**

Section 5.40 When a Department in-house training falls on an employee's scheduled day off and the employee attends the training, the affected employee will have the option of receiving Comp Time, if eligible, or pay if Comp Time is at 180 hours, for the training time or, upon approval by the employee's supervisor, the employee may schedule adjust. "Schedule Adjust" is defined as the act of taking the equivalent number of hours off within the same pay period.

Section 5.41 All schedule requests must be approved in advance by the employee's supervisor.

Section 5.42 **Outside Department Training**

Section 5.43 When an outside Department training falls on an employee's day off and the employee attends the training, the affected employee will Schedule Adjust. If the Department is not able to make a schedule adjustment, the employee may take Comp Time or receive Overtime Pay.

Section 5.44 All provisions included in this MOU which affect base wages, including salary, promotions, step increases, etc., shall be implemented beginning the first full pay period following the effective date of this MOU.

Section 5.45 **Base Work Schedules**

Section 5.46 Employees will work schedules based upon assignment as follows:

- (a) The "Work Day", for pay purposes, shall be a twenty-four (24) hour period within which the employee's regularly scheduled shift begins.
- (b) Employees assigned to the Patrol Division will work an approved flexible schedule of five (5) twelve (12) hour Work Days and two (2) ten (10) hour Work Days totaling no more than eighty (80) hours per pay period.

- (c) Employees assigned to the Special Operations Division will work an approved flexible schedule days totaling no more than eighty (80) hours in each pay period. The schedule shall be the traditional 4/10 schedule, meaning four (4) ten (10) hour days with three (3) consecutive days off each week.
- (d) School Resource Officers shall work a traditional 9/80 schedule which consists of five (5) nine (9) hour days one (1) week and four (4) nine (9) hour days on the alternate week or a 4/10 schedule which consists of four (4) ten (10) hour days depending on department needs.
- (e) Employees assigned to Task Forces to work in conjunction with other government agencies shall work schedules which are compatible with the joint needs of the Department and the other agency, not to exceed eighty (80) hours in each pay period.
- (f) Specialty Pay Assignments are limited to a two (2) year assignment with two (2) one (1) year renewals based on the approval of the Special Operations Division Captain. Field Training Officer assignments shall be a two (2) year assignment, which assignment may be extended each year for one year based on the approval of the Special Operations Captain.
- (g) Employees assigned to any other Special Assignment that do not fall into any of the assignments listed in 5.47 (b) through 5.47 (f) will work an approved flexible schedule totaling no more than eighty (80) hours per pay period.
- (h) Employees on extended leave (excluding vacation and Comp Time) of two (2) weeks or more will be assigned a base forty (40) hour per week, Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule. For such individuals who are on Workers Compensation or 4850 leave, the schedule reassignment will not affect compensation.
- (i) The Chief retains the right to make any special exceptions to the above schedules. If at any time it becomes evident to the Chief that the most efficient use of staffing to meet the workload demands of the community are not being met, the Chief reserves the right to modify work schedules on a temporary or permanent basis. The City will attempt to give the affected employees as much notice as possible, but at least five (5) full calendar days prior to the effective date of any temporary schedule change.
- (j) Any permanent schedule change requires a meet and confer with City and Association.

Section 5.47 **Health Benefits**

Section 5.48 The City will contribute to the City's medical and dental health plans as follows:

- (a) For employees with family coverage, up to \$2,273/month in 2022 and up to \$2,387/month in 2023.
- (b) For employees with employee plus one coverage, up to \$1,817/month in 2022, and up to \$1,908/month in 2023.
- (c) For employees with employee only coverage, up to \$908/month in 2022 and up to \$953 in 2023.

- (d) Employees enrolling in City health but not using the maximum amount available from the City for their premium category (ee only, ee+1, ee+family) shall not be entitled to the surplus. Employees enrolling in plans whose cost exceeds the maximum amount available from the City for their premium category shall have the difference deducted on a pre-tax basis from their paycheck.
- (e) Employees who waive medical coverage and annually provide proof of alternative medical coverage shall be entitled to a taxable cash in lieu payment of six hundred ten dollars (\$610.00) per month.
- (f) If an employee waives medical and elects dental coverage, the employee shall be entitled to a taxable cash in lieu payment of six hundred ten dollars (\$610.00) per month but will pay the appropriate dental premium.

Section 5.49 City agrees to provide, at City's expense, up to one hundred percent (100%) of the premium costs per employees for the Psychological Health Program as presently constituted.

Section 5.50 All employees shall have the option of continuing their current medical insurance at the employee's own cost after retirement. This option can continue as long as there is no lapse in coverage and the employee pays the monthly premium to the California Public Employees' Retirement System ("CalPERS") or to the Finance Department as per their billing requirements.

Section 5.51 Effective January 1, 2004, City agrees to provide, at City's expense, one hundred percent (100%) of the premium cost per employees for enrollment in a Basic Long-Term Medical Care Program.

Section 5.52 City has formed a labor – management committee headed by the City Manager to address the issue of worksite wellness. The Wellness Committee will continue to design, plan, and implement worksite policies and programs that encourage healthy outcomes and enhance the quality of life for all employees.

Section 5.53 Uniforms

Section 5.54 Effective July 1, 2013, City shall provide a single once a year one thousand four hundred (\$1,400) payment of uniform allowance to employees. The payment shall be made on or about July 1st of each year and will be considered to be payment for the preceding year. Upon an employee's separation from City, the employee will receive a prorated uniform allowance payment for the period worked up to the date of separation. The uniform allowance is for uniform cleaning and replacement of worn uniforms. Employees assigned to the Specialty Assignments of Canine, Bike Patrol, Hostage Negotiation Team, and Special Weapons and Tactics ("SWAT") shall receive an additional fifty-dollar (\$50.00) uniform allowance per year.

Section 5.55 Newly hired employees will, at time of hire, be provided an initial uniform as follows:

- (a) Two (2) Short Sleeve Shirts
- (b) Two (2) Long Sleeve Shirts
- (c) Three (3) Wool Pants
- (d) One (1) Belt

- (e) One (1) Hat Class A
- (f) One (1) Baseball Cap
- (g) One (1) Ultra Duty Jacket
- (h) One (1) pair Shoes

Thereafter, employees shall be paid the annual uniform maintenance and replacement allowance asset forth in 5.47 above.

Section 5.56 City shall pay for the replacement of uniforms/clothing damaged due to the performance of job duties on a prorated basis, based on the age of the uniform and upon the recommendation of the Police Chief or his/her designate. For the purpose of this section, the useful life of uniform items shall be assumed as follows:

- (a) Uniform Shirts/Pants Two (2) years
- (b) Uniform Jackets Five (5) years
- (c) Uniform Hats Five (5) years

If available, employees shall provide receipts establishing date of purchase.

Section 5.57 Authorized personal property such as watches, glasses, etc. damaged due to the performance of job duties shall be replaced up to a seventy-five-dollar (\$75.00) limit upon the recommendation of the Police Chief or his /her designate. For prescription glasses, this limit will be one hundred twenty-five dollar (\$125.00) for prescription glasses. No reimbursement, however, shall be made for personal property which the employee is using on a voluntary basis in lieu of an item which has been provided by City.

Section 5.58 Newly hired employees, at time of hire, will have their safety equipment including gun, baton, handcuffs, flashlight, duty jacket, rain pants, leather, and related equipment furnished by City as per Department Policy Manual Section 1046, hereby incorporated by reference. City will repair or replace existing safety equipment owned by employees hired before July 1, 1997 as they are damaged, worn out, or as Department Specifications change, not to exceed the cost of City provided safety equipment.

Section 5.59 Employees who were hired before February 4, 1990 may request, or may be issued, mandatory safety equipment to include: gun, baton, handcuffs, flashlight, rain gear, leather, and related equipment. If any of these items are personally owned when they become worn out or damaged, they shall be replaced with City issued equipment in lieu of repair, except that City may choose to repair, rather than replace, a personally owned firearm or holster. In no event shall City's expense for repairing or replacing personally owned firearms or holsters exceed the cost of City provided equipment.

Section 5.60 City shall provide a Threat Level III protective vest, including shock plate, to all employees. City shall replace a vest after it has been in service for five (5) years, has been compromised, or is otherwise unserviceable per industry standards. Employees in an assignment that requires them to wear a uniform must wear the City issued protective vest at all times. Employees in a non-uniform assignment are not required to wear a vest at all times while on duty but shall maintain the vest in an accessible location and should wear the vest when engaged in planned, high risk events. This provision applies only to vests purchased by City after March 4, 1990.

Section 5.61 Duty Badges are provided to all employees. Duty Badges are personalized with each employee's badge number after they pass their 1-year hiring probation period. When the employee leaves employment (unless termination is the reason for leaving employment), they may keep their personalized duty badge providing a release of liability memo is signed. Any Police Officer employee that was previously issued a personalized flat badge, may keep their flat badge providing a release of liability memo is signed. Any non-personalized duty or flat badge is property of the Morgan Hill Police Department and must be returned at the end of employment.

Article VI. EDUCATIONAL INCENTIVE PAY PROGRAM

Section 6.01 Educational Incentive Pay Program

Section 6.02 All employees who have completed their original probationary period shall have the option of participating in the Educational Incentive Pay ("EIP") Program.

Section 6.03 Rates of Pay for the EIP Program shall be:

- (a) Five percent (5%) - Intermediate P.O.S.T. Certificate
- (b) Seven- and one-half percent (7.5%) - Advanced P.O.S.T. Certificate and/or B.A. or B.S. Degree

Section 6.04 Tuition Reimbursement

Section 6.05 Tuition reimbursement will work on the following basis:

- (a) The Chief must approve all classes in advance.
- (b) Reimbursement will be given upon successful completion of the class. See Article 6 of this MOU for use in conjunction with the EIP Program.
- (c) City will not reimburse for personal transportation, lodging, or meal costs.
- (d) Employees may receive a total of up to one thousand dollars (\$1,000.00) annually in tuition reimbursement according to the following schedule:
 - (i) Up to three hundred fifty dollars (\$350.00) may be used for work-related courses or training subject to the approval of the Chief.
 - (ii) Employees may use an additional three hundred dollars (\$300.00), or a total of six hundred fifty dollars (\$650.00) annually, for courses taken at a community college or toward an Associate of Arts or Science degree.
 - (iii) Employees may use an additional six hundred fifty dollars (\$650.00) or a total of one thousand dollars (\$1,000.00) annually, for courses taken at a four-year college or university which will result in a Bachelor's or Master's degree.
- (e) For classes or training which have been scheduled in advance and approved by the Chief as listed above, City will reimburse the employee for any out of pocket expenses he or she may have incurred if the employee is required to miss their class to cover another shift. The employee must notify the Chief at the time they are being reassigned of any potential schedule conflicts. Failure to do so will

result in no reimbursement.

Article VII. TYPES OF LEAVE/LEAVE PROCEDURES

Section 7.01 Sick Leave

Section 7.02 Sick Leave credit shall be accumulated on the basis of eight (8) hours per month. The employee's accumulated Sick Leave is unlimited.

Section 7.03 City will pay twenty-five percent (25%) of unused annual Sick Leave at the end of each calendar year. This payment will be based on semi-annual calculations, made on June 1st and December 1st of each year. The balance of Sick Leave will be added to the employee's accumulated Sick Leave.

Section 7.04 City has amended its PERS contract to provide for Government Code § 20965 credit for unused Sick Leave. One hundred percent (100%) of the employee's unused Sick Leave will be converted into service time and added to the employee's retirement eligibility upon retirement.

Section 7.05 Employees are entitled to twelve (12) hours of paid time off per fiscal year to be used as personal leave time. The use of this leave must be approved in advance by the Chief or his/her designee and shall be deducted from the employee's current year Sick Leave accrual.

Section 7.06 Vacation Time

Section 7.07 Vacation Time Accrual shall be as follows:

- (a) Eighty (80) hours Vacation Time per year from the date of hire through the second (2nd) year of employment.
- (b) Eighty-eight (88) hours Vacation Time during the third (3rd) year of employment.
- (c) One hundred four (104) hours Vacation Time during the fourth (4th) year of employment.
- (d) One hundred twelve (112) hours Vacation Time during the fifth (5th) year of employment.
- (e) One hundred twenty (120) hours Vacation Time during the sixth (6th) year of employment.
- (f) One hundred twenty-eight (128) hours Vacation Time during the seventh (7th) year of employment.
- (g) One hundred thirty-six (136) hours Vacation Time during the eighth (8th) year of employment.
- (h) One hundred forty-four (144) hours Vacation Time during the ninth (9th) year of employment.
- (i) One hundred fifty-two (152) hours Vacation Time during the tenth (10th) year of employment.
- (j) One hundred sixty (160) hours Vacation Time after the tenth (10th) year of service.
- (k) Maximum accumulation of Vacation Time shall not be more than the equivalent of two (2) years' annual accrual. Employees may "float" over this maximum accrual during the fiscal year but will lose any accumulated Vacation Time over the equivalent of two (2) years' annual accrual on June 30th of

each fiscal year.

- (l) If a vacation is canceled due to 7.23 below, employees will not lose any accrued Vacation Time. However, employees will be required to reschedule the Vacation Time in a reasonable period of time in accordance with Sections 7.22 and 7.24 below.

Section 7.08 An employee may submit an Irrevocable Cash-Out Declaration Form to cash out up to eighty (80) hours of accrued vacation and/or comp time in the following calendar year. To be effective, the Form must be received by payroll no later than December 1st of the year prior to the calendar year in which the employee wishes to cash-out vacation and/or comp time. It is understood that an employee using vacation or comp time shall always use vacation or comp time earned in prior years first before using vacation or comp time earned in the current year.

Section 7.09 The employee shall specify the pay period in the following calendar year in which the employee wishes the cash-out to occur. If no pay period is specified, the City shall process and pay the cash-out request in the pay period including November 1st. Employees are responsible for ensuring a sufficient balance of available accrued vacation and/or comp time on the date of the requested cash-out. Accrued comp time shall be cashed out first and then accrued vacation once an accrued comp balance is exhausted. If there is an insufficient balance, the maximum available up to eighty (80) hours will be cashed out.

Section 7.10 As part of the City's open enrollment packet each year, the City will provide all employees with a copy of the Irrevocable Cash-Out Declaration form and a reminder of the for submission of the Form.

Section 7.11 Employees may request Vacation Time of one (1) week (the equivalent of thirty-four (34) consecutive hours or more) in one (1) of the following ways:

- (a) Preferred vacations sign-up procedure beginning with Section 9.23 of this MOU.
- (b) Other vacations may be requested at any time during the year on a first come, first serve basis. Approval of other Vacation Time is subject to adequate staffing due to the scheduling of preferred vacations, training assignments, or other leaves which may take precedence.

Section 7.12 Approved Vacation Time and/or Comp Time will not be canceled unless there is an unforeseen and/or urgent staffing need. Comp Time shall not be denied if, at the time of request, the request itself will not place a shift below minimum allowed number, with the exception of a planned or outstanding major event.

Section 7.13 If an employee signs up for enough preferred vacation to bring them below the vacation accrual limit by June 30th, City cancels the employee's preferred vacation, and the employee is unable to reschedule in the current fiscal year, causing them to be above the limit on June 30th, City will cash out the Vacation Time to bring the employee in compliance with the limit or, at the employee's option, the Vacation Time will be rescheduled within sixty (60) days, subject to departmental approval and Preferred Vacation Sign-Up Rules, as defined in Section 9.23.

Section 7.14 **Extended Leave Policy**

Section 7.15 In the event that an employee is absent from work for illness or injury or disability or per the Family Medical Leave Act or California Family Rights Act, unless notified otherwise, the time off will be

coded and deducted from the leave banks in the following order: (1) accumulated sick leave, (2) accumulated comp time, and (3) accumulated vacation time. If a determination is subsequently made by City that the leave taken was for a job related illness or injury, all sick leave, comp time, and vacation time used to cover the leave will be credited back to the employee in an amount up to the worker's compensation determination. Employees without accrued/credited time off will be coded on payroll as "absent without pay."

Section 7.16 City and Association acknowledge that City has the authority, in its discretion, to place employees on paid administrative leave in appropriate circumstances. Examples include investigations, waiting periods for disciplinary hearings of use of weapons, etc.

Section 7.17 Bereavement Leave

Section 7.18 Employees shall, per occurrence, be granted Bereavement Leave when a death occurs in the employee's or the employee's spouse's immediate family. For the purpose of this section, "immediate family" is defined as father, mother, brother, sister, spouse, natural or legally adopted child, step-child, in-laws, grandparents, and grandchildren. Up to three (3) days of Bereavement Leave shall be granted when the death and service are within the State of California and up to five (5) days when the death or service is outside the State. Bereavement Leave usage shall not be charged against the employee's Sick Leave or Vacation Time. Employees may also use up to two (2) additional days of Sick Leave to supplement their allotted Bereavement Leave if other circumstances require absence during that time.

Section 7.19 Requests for additional Bereavement Leave beyond the allotted three (3) or five (5) days, shall be subject to the approval of the employee's Division Captain and deducted from the employee's accumulated Comp Time, Personal Leave, or Vacation Time. Special circumstances beyond this definition may be considered on a case-by-case basis and must be approved by the City Manager.

Section 7.20 Family Illness and Medical Appointments

Section 7.21 Employees may utilize accrued Sick Leave for an illness or injury of a member of their immediate household, or per the FMLA, including bonding and caring for a partner after the birth or adoption of a child. Paid leave for birth or adoption of a new child shall not exceed the use of four (4) weeks of accrued Sick Leave. Accrued Sick Leave may also be used for the employee's medical and dental appointments where it is not feasible for the employee to schedule the appointment on the employee's own time. All appointments may only be taken with prior approval of the Watch Commander. Prior approval is not needed for emergency appointments; however, the Watch Commander must be notified.

Section 7.22 Pursuant to Personnel Rule 18.03, the Chief may require a physician's certificates attesting to the nature of the illness, injury, or treatment.

Section 7.23 Maternity Leave

Section 7.24 A pregnant employee shall be entitled to a Leave of Absence without pay for up to one hundred and twenty (120) days. This Leave shall commence upon certification from the employee's attending physician that she is no longer capable of performing the regular duties of her position. Upon expiration of the approved Leave, the employee shall be reinstated to her former position or to a comparable one if her former position is abolished during the period of leave and the employee would otherwise not have been laid off. Prior to the employee being reinstated, the Chief may require a

statement from the employee's attending physician that the employee is physically capable of resuming the regular duties of her position.

Section 7.25 Where the Chief believes that the employee should be placed on leave sooner than prescribed by her physician due to her inability to perform the regular duties of her position or for the protection of the employees' personal health and safety, the Chief, with the concurrence of the City Manager, shall direct the employee to be examined by a second physician. The cost of this examination shall be paid by City.

Section 7.26 An employee may, based upon medical factors, request that her leave be extended beyond one hundred and twenty (120) days and shall submit a supporting statement from her attending physician to Human Resources. The Chief, with the prior approval of the City Manager, may extend the Leave for an additional one hundred and twenty (120) days.

Article VIII. MISCELLANEOUS BENEFITS

Section 8.01 Retirement/Pension

(a) Sworn/Public Safety Employees

- (i) For employees hired on or before January 1, 2013 ("Classic Employees") as defined in Government Code Section 7522.02(c) of the Public Employees' Pension Reform Act of 2013 ("PEPRA") and employees hired after January 1, 2013 that do not meet the definition of "New Members" under PEPRA, City agrees to continue its Safety contract with CalPERS to provide the single highest year and the "3% @ 50" basic retirement formula, that was in effect as of July 1, 2007.
- (ii) For employees hired on or after January 2, 2013 ("New Members") as defined in Government Code Section 7522.04(f) of PEPRA, City agrees to continue its Safety contract with CalPERS to provide for the three (3) highest years compensation average and the "2.7% @ 57" retirement formula.
- (iii) Safety (sworn) PEPRA employees: Beginning with CalPERS rates effective July 1, 2013, at which time the PEPRA rate was 23.0%, the PEPRA employees' obligation was 11.50% and the City's obligation was 11.50%, the City and Association agreed that safety (sworn) PEPRA employees would not pay less than 11.50% and would split future increases to the PEPRA rates, including both the normal cost and any unfunded actuarial liability, above 23.0% at a 50/50 ratio. For example, the overall CalPERS safety PEPRA obligation was 22.65% in FY 15-16 with the PEPRA employees' obligation still at 11.50% and the City's obligation at 11.15%. On July 1, 2016, the effective PEPRA rate increased to 23.62%% for FY 16-17. Therefore, City paid half of the 0.62% increase over the base year PEPRA cost of 23.00%(equal to 0.31%) and safety PEPRA employees paid the other half (also equal to 0.31%). This methodology will be used in subsequent years should CalPERS increase the PEPRA Safety rates. This methodology has been used in each year subsequent to FY 2016-17 and will be used in future years should CalPERS increase the Safety PEPRA contribution rates.

- (iv) Safety (sworn) Classic Employees: Safety (sworn) classic employees shall contribute, in addition to the employee classic CalPERS rate of 9.0%, an additional 6.12% towards the classic employer CalPERS contribution rate (i.e. the total safety (sworn) classic employee contribution obligation shall be 15.12%, (9.00% employee share + 6.12% of the employer share). As soon as administratively feasible, pursuant to Government Code section 20516, the City shall amend its contract with the CalPERS to convert the additional sworn employee contribution of 6.12% to the employee share.

(b) Non-Sworn/Miscellaneous Employees

- (i) For non-sworn employees hired on or before January 1, 2013 (“Classic Employees”) as defined in Government Code section 7522.02(c) of the Public Employees’ Pension Reform Act (“PEPRA”) and employees hired after January 1, 2013 that do not meet the definition of “New Members” under PEPRA, City agrees to continue its miscellaneous contract with CalPERS for all applicable retirement benefits in effect on July 1, 2007 which will provide the single highest year and the “2.5% @ 55” basic retirement formula.
- (ii) For non-sworn employees that are considered “New Members,” as defined in Government Code section 7522.04(f) of PEPRA, hired on or after January 1, 2013, the miscellaneous contract will provide for the three (3) highest years compensation average and the “2.0% @ 62” retirement formula.
- (iii) The City’s CalPERS employer contribution rate for miscellaneous employees is “blended” and factors both “Classic” and “PEPRA” employees. The City and Association agreed that, beginning with CalPERS rates effective July 1, 2014, the City and miscellaneous employees would split future increases to the City’s employer contribution rate at a fifty/fifty (50/50) ratio. For example, for miscellaneous employees in FY 13-14, the City’s contribution rate was 16.38%, the classic miscellaneous employee contribution rate was 8.0% and the PEPRA employees’ rate/obligation was 6.25% (which was 50% of the normal cost at that time). On July 1, 2014, the City’s contribution rate for miscellaneous employees increased to 18.50%. Thus, starting in July 2014, miscellaneous employees started contributing fifty percent (50%) of the increase to the employer contribution rate, i.e. $(18.50\% - 16.38\%) = 2.12\% / 2 = 1.06\%$. Accordingly, for FY2014-15, classic miscellaneous employees’ obligation increased from 8.0% to 9.06% and PEPRA miscellaneous employees’ obligation increased from 6.25% to 7.31%. This methodology has been used in each subsequent year to FY 2015-16 and will be used in future years should CalPERS increase the miscellaneous contribution rate.
- (iv) The City will continue to offer the CalPERS “2.5% @ 55” retirement program for “Classic Employees.” The retirement plan shall continue all present options for “Classic Employees” including Credit for Unused Sick Leave (Government Code § 20965), the Fourth Level of 1959 Survivor Benefit (Government Code § 21574), Two Years Additional Service Credit (Government Code § 20903), and the One-Year Final Compensation (Government Code § 20042). The employee’s base salary includes the eight percent (8%) CalPERS employee contribution and will be deducted from the employee’s gross earnings pursuant to IRS § 414 (h)(2). Two dollars (\$2.00) per month will be deducted from employees’ paychecks pursuant to the 1959 Survivor Benefit

(ninety three cents (\$0.93) per pay period). Any provision above may not conflict with the terms and conditions in Government Code § 7522.02(c).

- (v) Effective July 1, 2022 Union Members will share the employer's CalPERS contribution rate at 6.12%. The employee's contribution towards employer's share of pension cost will be capped at 6.12%. The City and Union members agree to split any rate decrease below the FY 2022-23 employer's CalPERS contribution rate of 28.77% at a 50/50 ratio.

Section 8.02 Long Term Disability Insurance shall be paid by employees through payroll deduction.

Section 8.03 City will provide reimbursement for traveling, lodging, and meal expenditures incurred by employees traveling on City business in accordance with existing Policies and Procedures. Overtime Pay will be paid for travel time, other than court time, if it is beyond the established work week.

Section 8.04 Employees may be entitled to three (3) fifteen (15) minute breaks and one (1) forty-five (45) minute break during each twelve (12) hour shift. Employees working less than a twelve (12) hour shift shall be entitled to two (2) fifteen (15) minute breaks and one (1) thirty (30) minute break during the shift. Employees may request to take the fifteen (15) minute breaks in conjunction with the forty-five (45) minute break, workload permitting, at the discretion of the on-duty Watch Commander.

Section 8.05 Employees are responsible for the employees' nine percent (9%) CalPERS contribution deferred from federal and state income taxes pursuant to IRS Section 414(h)(2).

Section 8.06 **Gym Equipment**

Section 8.07 City agrees to maintain the existing gym equipment in the Police Station for the term of this MOU.

Section 8.08 **Hepatitis B Vaccinations**

Section 8.09 City agrees to provide Hepatitis-B shots for employees.

- (a) If the employee selects a medical plan which provides this benefit, the employee in these classifications must get the shots through their medical plan.
- (b) If not covered by their group medical plan, employees wishing to receive the Hepatitis-B shots must submit a written request to the Human Resources Office. The Human Resources Office will contact the medical office currently being used for City medical examinations to set up the first appointment.
- (c) Charges for Hepatitis-B shots for these employees pursuant to 8.09(b) above will be paid by City.

Article IX. MISC POLICIES AND PROCEDURES

Section 9.01 The Parties to this MOU recognize and acknowledge that the services performed by the employees are essential to the public health, safety, and general welfare of the residents of City.

Section 9.02 **Watch Swaps**

Section 9.03 A "Watch Swap" is a voluntary agreement between two employees of similar rank to trade a specific and equal number of work shifts. When one employee agrees to work for another, the second employee must reciprocate by working an equal amount of time for the first employee. When a trade is agreed

upon and reciprocated, both involved Employees will have accounted for two thousand eighty (2080) base work hours per year.

Section 9.04 Employees may negotiate Watch Swaps among other Employees provided that:

- (a) The involved employees complete the "Watch Swap Request" at the bottom of the "Overtime Form" at least one (1) working day prior to the Watch Swap;
- (b) The on-duty Watch Commander for the affected shift approves the request;
- (c) The trade is among members of a similar rank. Police Officers may negotiate a Watch Swap with Police Officers and Corporals, Corporals may negotiate a Watch Swap with any rank, and Sergeants may negotiate a Watch Swap with Sergeants and Corporals.
- (d) The regularly scheduled employee shall code his/her time sheet as if he/she had worked.

Section 9.05 The Reverse Portion of the Watch Swap may occur at any time at the employee's direction, provided that the steps listed above are also followed for the reverse portion of the Watch Swap. The Reverse Portion of the Watch Swap is the sole responsibility of the two involved employees. No employee shall have any recourse with the Department for failure to pay back a shift or for working in excess of eighty (80) hours per pay period without Overtime Pay in which a Watch Swap was negotiated.

Section 9.06 Watch Swaps are intended to be a convenience for the regularly scheduled employee and it is the sole responsibility of the regularly scheduled employee to ensure that his/her replacement reports to work. If for any reason the replacement employee fails to appear for duty, the regularly scheduled employee will be ordered back to work or, if that is not possible, will be considered to have taken the day off without pay. Since Watch Swaps are usually the result of inadequate staffing to allow that employee to take time off by other means, the regularly scheduled employee may not account for the missing time by use of Sick Leave, Comp Time, or the like.

Section 9.07 The on-duty Watch Commander shall not approve a Watch Swap for the purposes of allowing the regularly scheduled employee to work an overtime assignment the same day. The Watch Commander may disapprove Watch Swap requests due to operational needs, including days on which there are planned special events that require maximum available staffing, etc.

Section 9.08 The Chief may evaluate this process from time to time and may suspend this process if it becomes apparent that employees are failing to honor Watch Swap commitments.

Section 9.09 **Work Stoppage, Any Job Action, Slowdown**

Section 9.10 Association agrees that, under no circumstances, will it recommend, encourage, or cause a work stoppage, any job action, or slowdown in any office or department of City or curtail any work, restrict any production, or interfere with any operation of City. In the event any such work stoppage, job action, or slowdown is instigated by Association, City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

Section 9.11 In the event of any work stoppage during the term of this MOU, whether by Association or by any employee, Association by its Association Officers shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its employees in writing to cease the said

conduct and resume work. Copies of such written notice shall be served upon City. If, in the event of any work stoppage, job action, or slowdown, Association promptly and in good faith performs the obligations of this Section 9.09, provided Association has not otherwise authorized, permitted, or encouraged such work stoppage, Association shall not be liable for any damages caused by the violation of this Section 9.09.

Section 9.12 City shall not be liable for any damages caused by the violation of this Section 9.09. City shall have the right to discipline, including termination, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited. City shall also have the right to seek full legal redress, including damages, against any such employee.

Section 9.13 Light Duty Assignment

Section 9.14 In the event an employee is injured and may be able to return to work but not able to perform all their normal duty assignments, a temporary "Light Duty Assignment" may be made by City for each injury, provided that a suitable Light Duty Assignment is available within the Department. To be eligible for such a Light Duty Assignment, City may require the employees to provide the Human Resources Office with a medical statement from his/her treating physician that clearly states the medical limitations and abilities of the employee. City may require a second or third doctor's determination at City's expense. No initial or subsequent light duty assignment may exceed ninety (90) days, and all light duty assignments will be evaluated and may not be extended without approval of the Police Chief or Police Chief's designee.

Section 9.15 An employee receiving such a Light Duty Assignment could be reassigned to any type of forty (40) hour work week or reduced work schedule and may be assigned to any type of job or task consistent with the Light Duty limitations upon the determination of the Chief. Once the employee is certified by City doctor as no longer in need of a Light Duty Assignment, the employee will be reassigned to their normal work.

Section 9.16 In the event an employee is injured and unable to return to work for a specific period of time and is on City-approved leave, the employee is required to (1) respond by phone within eight (8) hours upon receiving a call from Human Resources and (2) to inform Human Resources if the employee away from their primary residence for a duration exceeding seven (7) calendar days.

Section 9.17 Substance Abuse Policy

Section 9.18 City and Association mutually agree City will maintain a drug-free workplace. Alcohol and drug abuse on the job will not be tolerated and will result in immediate disciplinary action. Drug or alcohol abuse off the job, which can be shown to affect the job performance or safety of the employee or other employees, will be documented and will result in quick disciplinary action up to and including termination. City cannot and will not put its employees or members of the general public in danger by having employed an employee on duty who may be a risk to themselves or others.

Section 9.19 City does not intend to test any employees for drug use unless a documented reasonable suspicion exists. City agrees to be bound by applicable State and Federal Laws.

Section 9.20 Association and City recognize the need for a drug-free workplace and the need to assist employees whose job performance is impaired due to chemical or alcohol dependency. Association and City agree to abide by the Substance Abuse Policy dated May 3, 2006, as adopted by the City Council, and incorporated herein by this reference.

Section 9.21 Emergency Waiver Provision

Section 9.22 In the event of circumstances beyond the control of City such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, the provisions of this MOU which restrict City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, Association shall have the right to meet with City regarding the impact of the suspension of these provisions in the MOU on employees.

Section 9.23 Preferred Vacation Sign-up and Shift Selection

Section 9.24 The sign-up period for preferred vacation shall occur following the first shift selection of the calendar year. There will be one (1) sign-up period for the Patrol Division and one (1) sign-up for the Special Operations Division.

- (a) Each employee may sign up for only one (1) preferred vacation period of thirty-four (34) hours or more. The preferred vacation sign up may not to exceed two (2) consecutive weeks of preferred vacation per calendar year, unless specifically authorized by the employee's supervisor and the Division Captain for up to two (2) additional consecutive weeks. Employees must utilize accrued vacation prior to utilizing accrued compensatory time off for preferred vacation.
- (b) A maximum of two (2) employees assigned to the Patrol Division may request preferred vacation during the same week, provided the employee with the least seniority must select a patrol shift slot with different days off from the senior employee for the shift rotation period during which the vacation will occur. One (1) employee assigned to Special Operations may take preferred vacation at the same time. There will be two separate vacation sign- up forms one for each division. If the employee assigned to Special Operations is projected to return to the Patrol Division during their forecasted preferred vacation, the employee must sign up under the Patrol Division sign-ups.
- (c) One (1) Multi Service Officer (MSO) assigned to the Patrol division may request preferred vacation at any given time. Preferred vacation sign-ups for MSOs will be based on seniority amongst the MSOs.
- (d) Preferred vacations which are in compliance with subsections A, B and C above will be approved and posted, following the sign-up period.
- (e) An employee who fails to request a preferred vacation or who does not take a preferred vacation which has been approved shall lose any right to a preferred vacation until the next sign-up period.
- (f) Every employee shall be included in the sign-up for the preferred vacation schedule.

Section 9.25 The sign-up period for shift selection begins at least forty-five (45) days prior to the next shift rotation. Employees shall select shifts for a six (6) month period, beginning the start of the first pay period in January and June. The approved schedule will be posted at least twenty (20) days prior to the date the schedule is to become effective.

- (a) The Field Operations Division Captain may elect to administratively assign an employee to a specific shift for the good of the Department. Examples may include, but are not limited to, long-term personnel shortage or career enhancement of probationary employees.

- (b) The Patrol Captain may assign probationary employees to a specific watch based on need of the employee and operational necessity during period.

Section 9.26 Sign-up Procedures (Sworn Classifications)

Section 9.27 At least forty five (45) days prior to the end of shift, every employee assigned to the Patrol Division, or who has been issued an order assigning them to the Patrol Division, will be assigned a sign-up due date and time in one (1) hour segments for purposes of selecting their desired shift. The bid process will take place during normal business hours (8:00a.m. – 5p.m.) Monday through Friday. Preferred vacation will be bid after the completion of the shift bid and cover the same period of time.

Section 9.28 Each affected employee is solely responsible for preferred vacation or shift selection sign-up on their assigned date and time. The employee may sign-up using one (1) of five (5) methods:

- (a) The employee may come to the Police Station and physically sign-up for an available vacation or shift slot; or
- (b) The employee may phone the on-duty Watch Commander and verbally select an available vacation or shift slot. If the Watch Commander is not in the office, the employee is responsible for leaving the Watch Commander a return phone number where the employee can be contacted at the Watch Commander's earliest convenience; or
- (c) The employee may leave a message for the Watch Commander in advance of the assigned sign-up date, listing desired shift selection(s) and a phone number where the employee can be reached on the sign-up date and time in order to resolve any conflicts; or
- (d) The employee may designate another employee in writing and in advance of the sign-up period to make a selection on his/her behalf; or
- (e) The employee may notify the Watch Commander in advance that no selection is desired.

Section 9.29 If an employee fails to sign-up within their assigned date and time, that employee will be passed until such a time that the employee makes contact with the Watch Commander either by phone or in person. The employee will then be able to select any remaining shift that is still available. If no request is made, or if a request conflicts with other previous sign-ups, vacations will be approved on a first-come/first-serve basis and shifts will be administratively assigned.

Section 9.30 Sign-ups will be on the employee's own time if the assigned sign-up date and time falls outside of regular work time.

Section 9.31 At least three (3) weeks prior to the beginning of the sign-up period for either a preferred vacation or shift selection, every affected MSO assigned to the Patrol Division, or who has been issued an order assigning them to the Patrol Division, will be assigned a sign-up due date for shift selection.

- (a) Each affected MSO is solely responsible for preferred vacation or shift selection sign-up on their assigned date. They may be done using one (1) of four (4) methods:
 - (i) Coming to the station and physically sign-up for an available vacation or shift slot;

- (ii) Phoning the Watch Commander and verbally selecting an available vacation or shift slot. If the Watch Commander is not in the office, the MSO is responsible for leaving the Watch Commander a return phone, or pager number where the MSO can be contacted at the Watch Commander's earliest convenience;
- (iii) Leaving a message for the Watch Commander, in advance of the assigned sign-up date, listing desired shift selection(s) and a phone number where the MSO can be reached on the sign-up date in order to resolve any conflicts; or
- (iv) Notifying the Watch Commander in advance that no selection is desired.

Section 9.32 If an MSO fails to sign-up on the assigned date, that MSO forfeits his/her seniority benefit and his/her name will be placed in a pool at the bottom of the list. When the assigned dates have been passed, a preferred vacation or shift selection schedule will be posted. MSOs listed in the pool will have until the end of the sign-up period to submit a request of available slots. For preferred vacations, this period will end on March 1st of each year. For patrol shift selection, this period will end twenty (20) days before the next shift rotation. Requests from MSOs in the pool will be granted on an as-available basis in seniority order. If no request is made or if a request conflicts with other previous sign-ups, vacations will be approved on a first-come/first-serve basis and shifts will be administratively assigned.

Section 9.33 Sign-ups will be on the MSO's own time if the assigned sign-up date falls outside of regular work time.

Section 9.34 **Department Seniority**

Section 9.35 Department wide seniority shall be used to determine the schedule for vacation selection and seniority within a classification is used for shift selection within Department Divisions. If a conflict between these two (2) methods of establishing seniority arises in the process of shift selection, seniority within a classification shall prevail.

Section 9.36 **Facial Hair**

Section 9.37 Employees will be allowed to grow facial hair. Facial hair shall be maintained in accordance with Department Policy Section 1044, which is incorporated herein by this reference.

Section 9.38 **Vehicles**

Section 9.39 In accordance with Department guidelines, Detective Vehicles, specifically Special Operations Sergeant, Special Operations Corporal, Person Crimes Detective, Property Crimes Detective, Specialized Enforcement Team Detectives, Countywide Task Force Detectives, Traffic Motorcycles, and Canine Vehicles will be available for employees to utilize on a take home basis, provided that the employee lives no more than thirty (30) mile radius driving time from the Police Station. Employees are provided these vehicles to be available on an on-call basis. Due to operational needs, employees may be required, by their supervisor, to leave their take home vehicle at work.

Section 9.40 **Practice Firearms Training**

- (a) If requested, the Department will provide up to fifty (50) rounds of ammunition each month to employees who wish to conduct firearms practice. Employees shall obtain their allocation of ammunition from the Range Master with the understanding that the employee has exhausted rounds provided previously.

- (b) Individual practice must occur off duty on the employee's own time.
- (c) Practice must occur at an approved range.
- (d) All practice must conform with the Department Policy Manual.

Article X. COMPLAINT/GRIEVANCE PROCEDURE

Section 10.01 A "Complaint" is an allegation or charge against a party that a wrong has been committed. The "Complaint Procedure" is the orderly process by which a determination is made as to whether or not a wrong has been committed. Each of the following steps is to take no more than five (5) working days to complete before the complaint proceeds to the next step.

Section 10.02 Step 1: The employee should review any Complaint with his/her supervisor. The supervisor is required to review every Complaint and attempt to settle it as quickly and fairly as possible.

Section 10.03 Step 2: If the action taken by the employee's supervisor is not satisfactory to the employee, the employee has the privilege of taking the Complaint to successive levels of supervision as determined by the chart of administrative organization, up to and including the Chief, which can be found in the Policy Manual.

Section 10.04 Step 3: If the Complaint is against the immediate supervisor, the employee may proceed directly to the next higher level.

Section 10.05 Step 4: If the Complaint is not resolved in Step 2 or Step 3, the employee may take the complaint to the Assistant City Manager for Administrative Services. The decision of the Assistant City Manager for Administrative Services will be final.

Section 10.06 If the Complaint involves an issue which could fall under the Grievance Procedure, as outlined in this MOU, the time requirements for the Grievance are waived while the issue is attempted to be resolved via this Complaint Procedure. The time limits involved in the Grievance Procedure will be followed once the Complaint Procedure has been exhausted and the Complaint comes under the guidelines as outlined in the Grievance Procedure.

Section 10.07 **Definition of a Grievance**

Section 10.08 A "Grievance" is any dispute involving the interpretation, application, or alleged violation of this MOU, City's Personnel Rules where the provision in dispute is within the scope of representation or State or Federal Law.

Section 10.09 The Association Officers may move a Grievance with an alleged specific violation of State or Federal Law to City by a written certified majority vote.

Section 10.10 Should any dispute concern an agreement, rule, or action which prescribes a separate appeal procedure, that dispute shall be excluded from the Grievance Procedure defined below.

Section 10.11 **Grievance Procedure**

Section 10.12 Step 1. An employee who has a Grievance shall bring it to the attention of his/her immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. The

immediate supervisor must give the employee a decision within five (5) working days of the date it is raised. Section 10.13 Step 2. If the employee and his/her immediate supervisor are unable to resolve the Grievance within five (5) working days of the date it is raised with the immediate supervisor or if the employee is dissatisfied with the decision of the immediate supervisor the employee shall have the right to submit a Grievance to the Chief within seven (7) working days from the date of the immediate supervisor's decision. The Grievance shall contain the following information:

- (a) The name of the grievant;
- (b) The grievant's department and specific work site;
- (c) The name of the grievant's immediate supervisor;
- (d) A statement of the nature of the grievance including the date and place of occurrence;
- (e) The specific provision, policy or procedure alleged to have been violated;
- (f) The remedies sought by the grievant; and
- (g) The name of an employee designated by the grievant to represent him or her in the processing of the grievance.

The Chief shall respond to the Grievance in writing seven (7) working days from the date of its receipt.

Section 10.14 Step 3. If the employee is dissatisfied with the decision of the Chief, he or she may submit the Grievance to the City Manager within ten (10) working days from receipt of the Chief's response. The City Manager or his/her designated representative shall respond to the Grievance, in writing, within the ten (10) working days of its receipt. Within this period, the City Manager, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

Section 10.15 Step 4. If the employee is dissatisfied with the decision of the City Manager, he or she may submit the Grievance to the Employee Relations Panel, as provided in Section 10.11 of this MOU. Notice of such appeal must be filed in writing by the employee with the City Manager within fifteen (15) working days of receipt of the City Manager's decision.

Section 10.16 Employee Relations Panel

Section 10.17 The Employee Relations Panel ("Panel") shall consist of three (3) members selected as follows:

- (a) A City representative selected by the City Manager; and
- (b) An employee representative selected by the grievant, provided, however, that the participation of the employee representative shall not be a potential recipient of the grievance settlement; and
- (c) A representative of the California State Mediation and Conciliation Service, or an individual acceptable to both the City Manager and the grievant or, an individual chosen by the parties who is knowledgeable in public sector labor relations. This person may be chosen from any source

reasonably likely to produce such an individual, including, but not limited to a labor organization or management organization. The person selected shall serve as Chairperson.

- (i) The Chairperson shall serve without compensation unless it can be demonstrated that the individual was obliged to use accrued leave benefits or leave without pay to serve on the Panel. Where provided, compensation paid shall be shared by City and the grievant or Association.
- (ii) The Panel shall be constituted and hear the Grievance within thirty (30) working days from the filing of the appeal with the City Manager. The Panel's decision shall be rendered within fifteen (15) working days from the conclusion of the Panel hearing ("Hearing"). The majority decision of the Panel shall be final and binding, subject only to ratification by City's City Council if said decision mandates a capital expenditure or significant, unbudgeted expenditures. In those instances, the ruling shall be submitted to City's City Council for action, which may include modification or reversal.

Section 10.18 The conduct of the Hearing shall be governed by the following ground rules:

- (a) The Hearings shall be convened during regular established City hours to the extent feasible. The grievant and City employees serving on the Panel or whose participation in the Hearing is required by the Panel shall not suffer loss of wages for time devoted to this purpose. If the Hearing takes place during time other than the City employee's regularly scheduled work period, no compensation shall be provided.
- (b) The Hearing shall be conducted in an expeditious manner. The Chairperson has final authority to the rule on procedural matters or on other points affecting the length and conduct of the Hearing. Legal counsel, court reporters, and briefs shall only be utilized upon agreement between City and the grievant and shall not serve to delay the Panel's decision beyond the prescribed time limit, except by mutual agreement.
- (c) The Panel shall be committed to resolving the grievance in an objective, timely, and equitable fashion and shall not permit either party to engage in any presentation or line of argument which detracts from this purpose. The Panel shall not accept evidence not presented in Step 3 of this procedure.
- (d) No Hearing shall be convened unless both parties have stipulated, in writing, to the issue or issues to be heard by the Panel.

Section 10.19 **General Conditions**

Section 10.20 Any time limit set forth in 10.11 or 10.16 of Article X of this MOU may be extended by written agreement between City and grievant or Association.

- (a) Failure on the part of the grievant or their Association representative to comply with the time limits of this Grievance Procedure or any extensions thereto shall constitute a withdrawal of the Grievance without further recourse for re-submittal. Failure on the part of City to comply with prescribed time limits or extensions thereto shall result in the Grievance being moved to the next step of the Procedure.
- (b) The grievant shall be entitled to have a representative of his/her own choosing, except as provided in 10.11- 10.18 of Article X of this MOU, present at any grievance meeting with City.

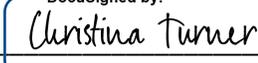
- (c) A representative of Association shall be entitled to be present at any hearing held in conjunction with Step 3 and Step 4 of this Grievance Procedure.
- (d) The City Manager or his/her designated representative shall serve as the central repository for all grievance records.

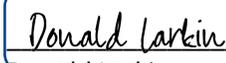
Article XI. RATIFICATION/FUTURE MEETINGS

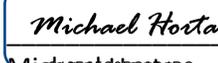
Section 11.01 This MOU shall be effective December 26, 2021 following ratification by Association's Membership and approval by City's City Council.

11.02 Unless mutually agreed otherwise by City and Association, Association shall provide City with its written requests on terms within the scope of representation for the period beginning January 1, 2024 no later than two (2) weeks prior to the start of negotiations. City and Association shall begin to meet and confer on or before August 1, 2023 and endeavor to complete negotiations on a successor MOU by the end of November 2023.

FOR THE CITY OF MORGAN HILL

DocuSigned by:

 Christina Turner 12/16/2021
 Christina Turner Date
 City Manager

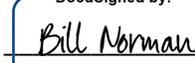
DocuSigned by:

 Donald Larkin 12/16/2021
 Donald Larkin Date
 City Attorney

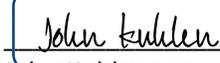
DocuSigned by:

 Michael Horta 12/16/2021
 Michael Horta Date
 Human Resources Director

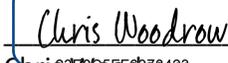
DocuSigned by:

 Dan Guyer 12/16/2021
 Dan Guyer Date
 Finance Director

FOR MORGAN HILL POLICE OFFICERS' ASSOCIATION

DocuSigned by:

 Bill Norman 12/14/2021
 Bill Norman Date
 POA President

DocuSigned by:

 John Kulien 12/15/2021
 John Kulien Date
 POA Vice President

DocuSigned by:

 Chris Woodrow 12/15/2021
 Chris Woodrow Date
 POA Treasurer

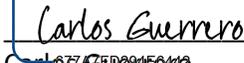
DocuSigned by:

 Carlos Guerrero 12/15/2021
 Carlos Guerrero Date
 POA Negotiator

EXHIBIT A

**City of Morgan Hill Salary Schedule
Morgan Hill Police Officers' Association
December 26, 2021 - December 23, 2023**

Effective pay period December 26, 2021

% Increase	POSITION	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
4.00%	Police Sergeant	\$10,561.06	\$60.93	\$11,089.12	\$63.98	\$11,643.58	\$67.17	\$12,225.76	\$70.53	\$12,837.05	\$74.06	\$13,478.90	\$77.76
4.00%	Police Corporal	\$9,819.47	\$56.65	\$10,310.44	\$59.48	\$10,825.96	\$62.46	\$11,367.26	\$65.58	\$11,935.62	\$68.86	\$12,532.40	\$72.30
4.00%	Police Officer	\$9,123.36	\$52.63	\$9,579.53	\$55.27	\$10,058.51	\$58.03	\$10,561.44	\$60.93	\$11,089.51	\$63.98	\$11,643.98	\$67.18
4.00%	Multi-Service Officer	\$6,895.72	\$39.78	\$7,240.50	\$41.77	\$7,602.53	\$43.86	\$7,982.65	\$46.05	\$8,381.79	\$48.36	\$8,800.87	\$50.77

Effective pay period December 25, 2022

% Increase	POSITION	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
4.00%	Police Sergeant	\$10,983.50	\$63.37	\$11,532.69	\$66.53	\$12,109.32	\$69.86	\$12,714.79	\$73.35	\$13,350.53	\$77.02	\$14,018.06	\$80.87
4.00%	Police Corporal	\$10,212.24	\$58.92	\$10,722.86	\$61.86	\$11,259.00	\$64.96	\$11,821.95	\$68.20	\$12,413.05	\$71.61	\$13,033.70	\$75.19
4.00%	Police Officer	\$9,488.30	\$54.74	\$9,962.71	\$57.48	\$10,460.85	\$60.35	\$10,983.89	\$63.37	\$11,533.09	\$66.54	\$12,109.74	\$69.86
4.00%	Multi-Service Officer	\$7,171.54	\$41.37	\$7,530.12	\$43.44	\$7,906.63	\$45.62	\$8,301.96	\$47.90	\$8,717.06	\$50.29	\$9,152.91	\$52.81

Certificate Of Completion

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Source Envelope:	
Document Pages: 33	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	City Clerk's Office
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	17575 Peak Ave
	Morgan Hill, CA 95037
	cityclerk@morganhill.ca.gov
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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Morgan Hill	Location: DocuSign

Signer Events

Bill Norman
bill.norman@morganhill.ca.gov
Sergeant
Security Level: Email, Account Authentication (None)

Signature

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Bill Norman
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John Kuhlen
john.kuhlen@morganhill.ca.gov
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Chris Woodrow
christopher.woodrow@morganhill.ca.gov
Police Corporal
Security Level: Email, Account Authentication (None)

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Chris Woodrow
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Carlos Guerrero
carlos.guerrero@morganhill.ca.gov
Police Sergeant
Security Level: Email, Account Authentication (None)

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Carlos Guerrero
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Signer Events	Signature	Timestamp
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<p>Teammate::Dat Nguyen dat.nguyen@morganhill.ca.gov Finance Director Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by: <i>Dat Nguyen</i> D99D48520978458...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 73.241.206.81</p>	<p>Sent: 12/16/2021 3:11:34 PM Viewed: 12/16/2021 3:20:07 PM Signed: 12/16/2021 3:22:33 PM</p>
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<p>Michael Horta michael.horta@morganhill.ca.gov Human Resources Director Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by: <i>Michael Horta</i> C19B65C3BC0D4DC...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.189.124.146</p>	<p>Sent: 12/16/2021 3:22:40 PM Viewed: 12/16/2021 3:33:28 PM Signed: 12/16/2021 3:33:53 PM</p>
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<p>Christina Turner christina.turner@morganhill.ca.gov City Manager Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by: <i>Christina Turner</i> 6D0198AF549944D...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.87.104.195</p>	<p>Sent: 12/16/2021 3:33:59 PM Viewed: 12/16/2021 6:33:51 PM Signed: 12/16/2021 6:34:19 PM</p>
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events**Status****Timestamp**

Michael Horta
 michael.horta@morganhill.ca.gov
 Human Resources Director
 Security Level: Email, Account Authentication
 (None)

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Kim Mancera
 kim.mancera@morganhill.ca.gov
 Municipal Services Assistant
 City of Morgan Hill
 Security Level: Email, Account Authentication
 (None)

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Completed	Security Checked	12/16/2021 6:34:27 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Morgan Hill:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michelle.bigelow@morganhill.ca.gov

To advise City of Morgan Hill of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michelle.bigelow@morganhill.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Morgan Hill

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Morgan Hill

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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- Until or unless you notify City of Morgan Hill as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Morgan Hill during the course of your relationship with City of Morgan Hill.