

RESOLUTION NO. 2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMI VALLEY AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SIMI VALLEY AND THE SIMI VALLEY POLICE MANAGERS' ASSOCIATION AND RESCINDING RESOLUTION 2023-12, AND ALL PREVIOUS RESOLUTIONS TO THE EXTENT THAT THEY ARE IN CONFLICT HEREWITH

WHEREAS, the City Council and the Simi Valley Police Managers' Association have met and conferred in good faith and have reached mutual agreement regarding terms and conditions of employment; and

WHEREAS, the City of Simi Valley desires to implement the attached amended and restated Memorandum of Understanding by revising portions of the present pay and benefits plan where the attached is inconsistent with prior resolutions; and

WHEREAS, the City Council finds and determines that all provisions of the Memorandum of Understanding with the Simi Valley Police Managers' Association were in effect for the period of July 1, 2023, up to and including June 30, 2025, and the revised Memorandum of Understanding shall be in effect as of July 1, 2025, up to and including June 30, 2027.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIMI VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The attached Memorandum of Understanding (Exhibit 1) is ordered to be effective for the period of July 1, 2025, up to and including June 30, 2027 for all Simi Valley Police Managers' Association employees.


SECTION 2. Those portions of Resolution No. 2023-12, and all prior resolutions are hereby rescinded to the extent that they are inconsistent with this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED and ADOPTED this 3<sup>rd</sup> day of November 2025

**Attest:**

DocuSigned by:  
  
Lucy Blanco, City Clerk

Signed by:  
  
Dee Dee Cavanaugh, Mayor of the  
City of Simi Valley, California

**Approved as to Form:**

DocuSigned by:  
*Algeria R. Ford*  
2B581529E2324F5  
Algeria R. Ford, City Attorney

Signed by:  
*Luis Garibay*  
33F7F559076147B...  
Luis Garibay  
Assistant City Manager

**Approved as to Content:**

DocuSigned by:  
*Samantha C. Argabrite*  
ED7FE6D32651456...  
Samantha C. Argabrite, City Manager

CERTIFICATION

I, City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 2025-33 which was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 3<sup>rd</sup> day of November, 2025 by the following vote of the City Council:

AYES: Council Members Ayala, Rhodes, Litster, Mayor Pro Tem Judge, and Mayor Cavanaugh

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, dated December 10, 2025.

DocuSigned by:  
*Lucy Blanco*  
2009E960D6CF450...  
Lucy Blanco, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**CITY OF SIMI VALLEY**  
**AND THE**  
**SIMI VALLEY POLICE MANAGERS' ASSOCIATION**

**July 1, 2025 through June 30, 2027**

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF SIMI VALLEY AND THE SIMI VALLEY POLICE  
MANAGERS' ASSOCIATION (SVPMA)**

**1. Term of Agreement**

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This Memorandum of Understanding (MOU) shall be effective beginning on July 1, 2025 through June 30, 2027, superseding the prior MOU that would have ended on June 30, 2025. The specific provisions of this Memorandum of Understanding shall be effective as specified herein.

**2. Savings Clause**

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If any provisions of this MOU are held to be invalid or unenforceable by a court of competent jurisdiction, or by State or Federal legislation or initiative or referendum, such provisions will not be deemed valid subsisting except to the extent permitted by law, provided however, that all other provisions of this MOU will continue in full force and effect; and the parties of the MOU will immediately meet and confer to seek appropriate provision or provisions.

**3. Maintenance of Benefits**

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During the term of this MOU, there shall be no changes in wages, hours, and other terms and conditions of employment of the Police Managers Association members except as provided herein or by mutual consent of the parties hereto. The parties agree that consent shall not be unreasonably withheld by either party.

**4. Non-Discrimination**

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The SVPMA and the City mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, color, national origin, religion, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), age (40 or over), disability (mental and physical), marital status, sexual orientation, gender identity, gender expression, creed, ancestry, medical condition, genetic information, reproductive health decision-making, political beliefs, union activity, military or veteran status, or retaliation for having filed a discrimination complaint.

**5. Time Off for Association Business**

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Upon receipt of at least thirty (30) days advance notice to the Chief of Police, at the option of the SVPMA, one designated representative of the SVPMA shall be afforded

up to four (4) working days of paid leave in order to attend a professional police association conference.

The President and Vice President of the SVPMA shall be afforded two (2) hours of paid leave each month to attend to SVPMA business, not counting time spent in formal grievance proceedings, disciplinary proceedings or negotiation sessions with the City. Such paid leave may not be accumulated or be subject to overtime calculations. Additional time to accomplish such SVPMA business, if necessary, may be approved by the Chief of Police.

Upon receipt of five (5) days' notice to the Chief of Police, or in the case of emergency meetings, twenty-four (24) hour notice, the SVPMA shall be entitled to conduct one monthly membership meeting at any time between the hours of 3:00 p.m. and 8:00 a.m., not to exceed one-and-one-half hours in duration. Members shall be allowed to attend while on duty, without loss of pay, subject to the needs of the Department.

The City may, under emergency circumstances, take one or all of the following actions: postpone the above leave; request different designates; or deny all such leaves.

## **6. Union Activity and Performance Evaluations**

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Participation in authorized union activity shall not have a bearing on an employee's performance evaluation.

## **7. Forwarding of Withheld Dues**

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The Association shall provide the City with a list certified by an authorized PMA representative identifying all dues paying members from whose salary or wages the dues deduction is to be made and notify the City within 10 days of any change to the certified list.

The City shall deduct dues from the wages of all PMA dues-paying unit members identified on the most recent certified list of dues paying unit members received from the PMA (taking into account any subsequent modifications received from the PMA). Should a dues-paying member have insufficient wages for the City to deduct dues, the City will suspend deduction and notify the PMA.

It is agreed that the City assumes no liability on account of any actions taken consistent with this section. The PMA will indemnify the City for any claims made by employees for deductions made in compliance with this section.

## 8. Salary Compensation

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Effective with the first payroll following City Council adoption of this MOU, employee salaries shall be increased by five and one-half percent (5.5%) as a cost of living adjustment (COLA). Retroactively effective two pay periods prior to the COLA described above, the bottom of the pay range for Assistant Police Chief shall be increased by five percent (5%) from \$77.6245 to \$81.5057 and the bottom of the pay range for Police Commander shall be increased from \$66.1185 to \$77.9327. Effective with the beginning of the payroll that includes July 1, 2026, employee salaries shall be increased by four and one-half percent (4.5%) as a COLA. The hourly salary ranges for SVPMA positions after these increases shall be as follows:

<u>Eff. Date</u>	<u>Job Title</u>	<u>Salary Range (Hourly)</u>		
TBD (Prior to 1 <sup>st</sup> COLA)	Assistant Police Chief	\$81.5057	-	\$100.0991
TBD (Prior to 1 <sup>st</sup> COLA)	Police Commander	\$77.9327	-	\$85.1627
Year 1 COLA	Assistant Police Chief	\$85.9885	-	\$105.6046
Year 1 COLA	Police Commander	\$82.2190	-	\$89.8466
Year 2 COLA	Assistant Police Chief	\$89.8580	-	\$110.3568
Year 2 COLA	Police Commander	\$85.9189	-	\$93.8897

All SVPMA employees shall be placed within the salary range. Except as provided by City Policy and herein, the position within the salary range shall be determined by merit.

SVPMA employees shall be reviewed annually on their respective anniversary date; the City's merit pay policy shall generally provide for merit salary increases up to 5% for SVPMA employees (not to exceed the top step of the established range for the position classification) on the employee's anniversary date, based upon continued meritorious and efficient service. Employees who are on probation will be evaluated at six months and shall not be eligible for a merit increase. An additional 1% may be granted for exceptional service and work above and beyond the call of duty for a total of 6%.

Police Commanders who are promoted to the classification of Assistant Police Chief shall be granted a minimum of five-and-one-half percent (5.5%) increase in base pay, or the beginning rate of the new salary range, whichever is greater.

Police Sergeants who are promoted to the classification of Police Commander shall be granted a minimum of five-and-one-half percent (5.5%) increase in base pay, or the beginning rate of the new salary range, whichever is greater.

## **9. Educational Incentive**

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SVPMA employees who have been awarded a Bachelor of Arts or Science degree shall receive an education incentive of 7% of base salary after providing appropriate verification of a Bachelor of Arts or Science degree.

Effective December 28, 2015, Police Commanders who do not qualify for an educational incentive for a Bachelor's degree shall be eligible for a 2% educational incentive for possessing a Police Officer Standards and Training (POST) Management Certification. The educational incentives for possession of the POST Management Certification or any Bachelor's degree may not be combined.

Effective July 1, 2002, SVPMA employees who have been awarded an Associate of Arts or Science degree are eligible to receive a 2.5% educational incentive.

## **10. Uniform Allowance**

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Effective July 1, 2002, SVPMA employees shall receive an annual uniform allowance of \$1,600. Such allowances shall be for the maintenance and normal replacement of uniforms.

## **11. Health Plans & Flexible Benefits Plan**

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### Dental and Vision

The City shall contribute up to \$19.80 per month for vision care insurance and up to \$68.94 per month for dental insurance.

### CalPERS Medical Insurance

The City contracts with the California Public Employees' Retirement System ("CalPERS") for medical insurance through the Public Employees Medical and Hospital Care Act ("PEMHCA").

For employees enrolled in a CalPERS plan, the City shall pay the required statutory minimum on behalf of each employee. The minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If an employee chooses not to enroll in a CalPERS Health plan, the minimum contribution cannot be used for any other purpose.

If CalPERS changes any of the medical insurance plans by either adding to or deleting plan options, employees will be limited to those plan options offered by CalPERS.

Simi Flex Dollars

Effective with the 2026 Plan Year, the maximum monthly Simi Flex amounts for employees enrolled in a City medical insurance plan will be \$2,500 and will increase to \$2,600 for the 2027 Plan Year. Only health and medical-related costs can be paid from Simi Flex dollars. Any unused Simi Flex will be paid out as cash. The opt out cash option will remain at \$335.83 per month should a member not enroll in a CalPERS Health plan.

**12. Continuation of Health Plan Coverages**

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Effective August 1, 2001, employees who retire may elect to remain on the City’s dental and vision plans, at the premium rates, subject to the carriers’ terms.

**13. Retiree Health Premium Coverage**

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The City shall contribute amounts for health premium coverage, under the City's group health plans, for SVPMA employees who retire from the City of Simi Valley after July 2, 1990.

Pursuant to Section 20065.5 of the California Government Code, all references to “spouse,” “surviving spouse,” or “marriage” apply equally to a registered domestic partner or domestic partnership, as defined in Section 297 of the Family Code.

Retiree Medical Reimbursement (20+ Years of Service, Hired Prior to June 21, 2010)

Effective June 21, 2001, for SVPMA employees, the City shall contribute the full premium for an amount equal to employee plus-one for 20 years for employees who have between 20 and 25 years of service to the City and lifetime coverage (or until a surviving spouse/domestic partner remarries) for 25 or more years of service to the City.

Service	Coverage Benefit (Employee Plus-One)
20 – 24 Years	20 Years
25+ Years	Lifetime

Effective June 28, 2004, in the event of the death of a retiree who had elected Option Two under the retiree health coverage options below, the surviving spouse/domestic partner will retain coverage for the remainder of the benefit period selected by the retiree or until the surviving spouse/domestic partner remarries, whichever occurs first as long as the retiree selected to have a survivor benefit under CalPERS retirement options. Effective June 23, 2008, the surviving spouse/domestic partner shall have the option (at the end of his/her then existing health benefit period) of paying for health coverage beyond the benefit provided by the City at the retiree rates. Spouses/domestic partners may remain on the City’s plan at their expense except in the case of remarriage, in accordance with PEMHCA regulations.

Effective June 23, 2008, in the event of an off-duty or an on-duty death that does not meet the provisions of Labor Code Section 4856, the surviving spouse/domestic partner of a SVPMA employee with a minimum of twenty (20) years of service with the City prior to retirement, will be entitled to any medical/dental/vision benefit that the employee would have been eligible for on the date of death. The benefits will continue until the surviving spouse/domestic partner remarries.

Retiree Health Savings Account

Effective June 21, 2010, SVPMA employees hired on or after June 21, 2010, are no longer eligible to receive current retiree health insurance premium coverage benefits. Instead, they will receive a contribution of \$570.00 per month, during employment, deposited into a retiree health savings account. SVPMA employees hired before June 21, 2010, will begin to receive a City contribution of \$270.00 per month (\$124.62 bi-weekly) to a retiree health savings account for use towards eligible health expenses as set forth by the IRS.

Retiree Medical Reimbursement (10+ Years of Service, Hired on or After June 21, 2010)

Effective June 21, 2010, eligible SVPMA employees who retire from the City of Simi Valley may select one of the following options for health care coverage:

Option One

The City shall contribute equal to employee-only coverage for active SVPMA employees on the City's group health plan for up to 120 months (10 years) after the date of retirement for employees who served ten (10) years or more years with the City prior to retirement.

Option Two

The City shall contribute equal to employee-plus-one coverage for active SVPMA employees on the City's group health plan for up to 60 months (5 years) after the date of retirement for employees who served ten (10) years or more with the City prior to retirement.

Option	Coverage
Employee-only	10 Years
Employee-plus-one	5 Years

Effective January 1, 2014, the City contracted with CalPERS for medical insurance through PEMHCA.

For retirees enrolled in a CalPERS plan, the City shall pay the required statutory minimum on behalf of each employee. The minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If a retiree chooses not to enroll in a CalPERS Health plan, the minimum contribution cannot be used for any other purpose.

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, retirees will be limited to those plan options offered by CalPERS.

#### Delay of City Medical Insurance Contribution

Effective upon contract adoption for the 2020-21 fiscal year, SVPMA retirees may elect to delay receiving the City medical insurance contribution for up to five years from their separation date, so long as they meet the CalPERS Health Plan requirements.

If the separated employee does not meet the CalPERS Health Plan requirements upon retirement, they will not be eligible for enrollment in the City's medical insurance plans and will not qualify to receive the City retiree medical insurance contribution. Retirees may only enroll in the City's health plans during an open enrollment period, which usually occurs in September/October each year, with an effective date of January 1 of the following year. It is the retiree's responsibility to enroll in a medical plan during an open enrollment period occurring prior to the deferment deadline in order to begin receiving the City medical insurance contribution. The City will not provide reminders or notices that the deferment period is ending. Retirees who do not enroll in a City medical plan prior to the end of the deferment period will not be eligible to receive any portion of the City medical insurance contribution.

#### Retiree Dental and Vision Coverage

Effective February 1, 2018, for retirements effective December 1, 2017 or later, the City will contribute up to \$175 per month toward the cost of retiree dental and vision premiums for retirees and eligible dependents.

### **14. Life Insurance**

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SVPMA employees shall be included in the group term life insurance under the terms of the City's policy. The City shall contribute an amount equal to the monthly premium amount for the designated amount of insurance, including accidental death and dismemberment coverage and dependent life insurance. The amount of accidental death and dismemberment life insurance coverage shall be \$101,000.

Effective July 2, 1990, the City shall provide coverage in the amount of \$5,000 for the employee's spouse/domestic partner and dependents.

**15. Short-Term/Long-Term Disability Insurance**

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Effective July 1, 1996, a short-term disability insurance program was implemented to coordinate with the long-term disability insurance program that was in place for Management employees. The short-term disability benefit begins on the 8th day of absence (or first day, if the employee is hospitalized) and continues for 180 days (6 months). The long-term disability policy begins on the 181st day, if eligible.

SVPMA employees shall be included in the short-term/long-term disability insurance program in accordance with the City's group policy. The City shall contribute an amount equal to the monthly premium for such coverage. Effective July 1, 2005, the monthly benefit for short-term and long-term disability shall be 66-2/3 percent of salary to a maximum monthly benefit of \$9,500 per month.

**16. Public Employees' Retirement System**

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SVPMA employees shall be included as members in the CalPERS under the provisions of the City's contract with PERS. The City shall pay according to the following provisions:

Employees must participate in the retirement plan for at least five (5) years in order to be vested and eligible for retirement benefits. Minimum retirement age is fifty (50).

Effective November 5, 1993, the City amended its contract with CalPERS to permit employees to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment.

Definitions

“Classic Member” is defined by CalPERS as an employee who has been a member of any public employee retirement system or plan prior to January 1, 2013. An employee is considered a Classic Member if he or she does not meet the definition of a “New Member” as defined by Section 7522.04(f) of the California Government Code.

“New Member” is defined by Section 7522.04(f) of the California Government Code. Generally, with limited exceptions, a New Member is an employee who is hired on or after January 1, 2013 by a public entity.

The City will provide the following defined benefits for employees:

Tier 1	Classic Member	3% @ 55	Hired prior to 1/1/2013 and reciprocal transfers
Tier 2	New Member	2.7% @ 57	Hired on or after 1/1/2013

A. Classic Tier 1: 3% @ 55 Summary of CalPERS contract provisions:

- One Year Final Compensation - Single Highest Year
- 4<sup>th</sup> Level 1959 Survivor Benefits
- Pre-Retirement Optional Settlement 2 Death Benefit
- Military Service Credit as Prior Service
- Public Service Credit for Peace Corps or AmeriCorps Vista Service
- Employer Paid Member Contributions reported as earnings

Effective July 1, 2014, SVPMA employees in Classic Tier 1 shall contribute three percent (3%) of total pensionable income to their CalPERS retirement plan, which will apply toward the employer portion. Effective July 1, 2014, the base salary of each such employee shall be increased by three percent (3%) to offset a portion of the employee's retirement contribution.

For Classic Tier 1 Members, the City pays nine percent (9%) of the employee's pensionable income to CalPERS on behalf of the employee. Effective December 28, 2015, the City's obligation to pay required employee contributions shall be reduced to one-half of the required employee contribution equal to four and one-half percent (4.5%) of the employee's pensionable income. The City will contribute four and one-half (4.5%) of the employee's pensionable income, which shall be reported to CalPERS as EPMC (special compensation). Effective December 26, 2016, the City no longer shall be obligated to pay any portion of the required employee contribution and the EPMC (special compensation) will be eliminated. As of December 26, 2016, all employees will be paying 50% of normal cost, as updated by actuarial reports, of their pensionable income towards their pension.

B. New Member Tier 2: 2.7% @ 57 Summary of CalPERS contract provisions:

- Three Year Final Compensation - Highest average annual final compensation during a consecutive 36-month period subject to the cap
- 4<sup>th</sup> Level 1959 Survivor Benefits
- Pre-Retirement Optional Settlement 2 Death Benefit
- Military Service Credit as Prior Service
- Public Service Credit for Peace Corps or AmeriCorps Vista Service

SVPMA employees in Tier 2 shall contribute the PEPRA Member Rate of total pensionable income to their CalPERS retirement plan toward employee portion. New Members are required to contribute at least 50% of the normal costs which are subject to change on an annual basis based on actuarial analysis.

Effective the paycheck of July 10, 1998, the City amended its contract with CalPERS to permit employees to purchase prior years of service credit on a pretax basis.

**17. Deferred Compensation**

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SVPMA employees are eligible to participate in the City’s 457(b) deferred compensation plan and 401(k) plan, both of which offer Roth options.

Effective the first paycheck after City Council approval of the 2017 - 2020 MOU, the City will contribute an amount equal to the employee’s voluntary contribution to their 401(k) plan up to \$150 per bi-weekly paycheck.

Effective with the first pay period after City Council approval of the 2021-2023 MOU, the City will increase the 401(k) non-matching contribution by \$200.00 per pay period from \$150 per pay period (total non-matching contribution of \$350 per pay period) on behalf of each participating employee to the City’s 401k Plan, up to a maximum City contribution of \$500.00 per bi-weekly paycheck, which includes both the City’s non-matching and matching contributions.

City Contribution	\$350 per pay period
City Match	Up to \$150 per pay period

401(k) contributions for those members covered by the California Public Reform Act (PEPRA) shall be consistent with PEPRA and any other applicable state and federal law and regulations.

**18. Annual Leave**

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SVPMA employees shall accumulate Annual Leave at the following rates:

<b>Years of Continuous Service</b>	<b>Effective First Pay Period After Adoption of 2025-27 MOU</b>
5 or more years	286 hours (11 per pay period)
Less than 5 years	221 hours (8.5 per pay period)

The maximum accumulation of Annual Leave for SVPMA employees shall be 800 hours.

Conversion to Salary (effective in the 2023 calendar year) – Employees may convert Annual Leave accumulations to salary in accordance with the terms set forth below. Annual Leave accumulations will be designated on SVPMA members’ paycheck stubs in the “Annual Leave” category.

A. Eligibility.

This provision applies only to those employees with one or more years of service with the City as of the first working day of December in the year in which the conversion is requested.

If an employee has not met the foregoing requirements, the employee will not be eligible to make a cash out election.

B. Cash Out Terms.

Employees will have the opportunity to declare their intent to cash out annual leave that will accrue after the election in accordance with the following conditions:

1. No less than 8 hours and not more than 241 hours (for employees with 5 or more years of service) and 176 hours (for employees with less than 5 years of service) of annual leave may be converted to salary during a fiscal year.
2. By December 15 of each year, employees can declare their intent to cash out annual leave that they will earn during the following calendar year. Only annual leave hours accrued in the calendar year for which an election is made may be cashed out. Cash outs for annual leave hours accrued in a prior calendar year are not allowed. For example, elections made by December 15, 2022, shall apply to hours accrued in 2023.
3. There will be two pay out opportunities available to employees. The first pay out date will be the first pay date in July, and the second pay out date will be the first pay day in November, unless mutually agreed to by the parties.
4. Once an election is made, it cannot be rescinded.
5. Cash out amounts will be based on the employee's base hourly rate of pay at the time of the pay out.

Employees will be eligible for partial cash outs if the full amount of hours elected are not available at the elected time of cash out. For example, if an employee elects to cash out 40 hours of Annual Leave, but only 20 hours are available, 20 hours would be cashed out.

Employees will be required to complete the City's standardized Annual Leave Cash Out Form by December 15 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash. Failure to submit an Annual Leave Cash Out Form with an irrevocable election by December 15 of each year shall be the same as not electing to cash out annual leave during the following calendar year.

Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.

C. Exception – Unforeseeable Emergency.

Employees who experience an unforeseeable emergency may elect to cash out annual leave hours, including hours that have accrued. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee. The amount of the cash out shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out. Whether an occurrence is an unforeseeable emergency shall be determined by the City in its sole discretion.

D. Reopener.

If it is subsequently determined by the City, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to October 2021 or substantially similar, will not trigger constructive receipt of income from accrued leave, the union may, at its sole option, compel the City to reopen negotiations in order to restore the leave redemption provisions in place in October 2021 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

Purchase of Annual Leave – SVPMA employees may convert salary compensation to Annual Leave at a rate of 1 hour of earned salary compensation for one hour of Annual Leave. Employee requests for such conversion shall be implemented each pay period. Employees shall be limited to a maximum annual conversion of 180 hours during each calendar year.

## **19. Compensatory Time**

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SVPMA employees may roll over compensatory time accrual to annual leave on an hour for hour basis, subject to the Chief of Police's approval, to a maximum of 800 hours of annual leave.

Sworn Managers working in the capacity of Watch Commander who are called in early or required to work an extended shift will accrue compensatory time or annual leave for each thirty (30) minutes worked. For Sworn Managers called back to work to handle a significant event, special event, major investigation or other police related activity, such employee will accrue compensatory time or annual leave for each thirty minutes worked.

Sworn Managers may opt to be paid straight time overtime for each pay period instead of accruing the time to compensatory time or annual leave for each thirty minutes worked.

## **20. Overtime**

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Effective July 1, 1991, employees in the Police Commander classification shall not receive paid overtime compensation for work outside of the normal schedule.

In cases where overtime for Watch Commander is required, any Commander assigned to the Patrol Unit has first right of refusal for the first 24 hours. The second 24 hours shall be available to Police Sergeants as set forth in the Simi Valley Police Officers MOU.

## **21. Holidays**

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Employees shall receive the following eleven (11) paid ten (10) hour holidays per calendar year, as well as any other days proclaimed by City Council as a public holiday:

- 1. January 1\* – New Year’s Day**
2. Third Monday in January – Dr. Martin Luther King, Jr. Day
3. Third Monday in February– President’s Day
4. Last Monday in May – Memorial Day
- 5. July 4\* – Independence Day**
6. First Monday in September – Labor Day
7. Veteran’s Day
- 8. Thanksgiving Day\***
9. Day after Thanksgiving
- 10. December 24\* – Christmas Eve**
- 11. December 25\* - Christmas Day**

**\*Special Holiday Pay is applicable, as further described below.**

Observance of Holidays – With the exception of Christmas Eve, when a holiday falls on Sunday, the holiday shall be observed by the City on the following Monday; When a holiday falls on a Saturday, the holiday shall be observed by the City on the preceding Friday.

Christmas Eve Holiday – If the December 24 Christmas Eve Holiday falls (1) on a Wednesday, then it will be observed on December 26; or (2) on a Friday, then it will be observed on December 23; or (3) on a Sunday, then it will be observed on December 22.

Holiday Benefit – Employees may either accrue ten (10) hours of annual leave, or be paid ten (10) hours to compensate for each holiday listed above. Each employee must indicate their selected payment method on their timesheet on the date the holiday is observed. Employees must select one payment method per holiday and may not split the ten (10) hours between the two payment methods.

Work on Holidays – With the exception of the Watch Commander, employees are generally required to observe City holidays. If an employee is required to work as determined by the Chief of Police or his/her designee, they may be paid straight time pay for hours worked on the observed holiday (or on the actual holiday for Watch Commander) in addition to their Holiday Benefit.

Special Holiday Pay – In addition to their regular pay, employees shall receive Special Holiday Pay equal to 50% of the employee's regular rate of pay for hours worked on a holiday where Special Holiday Pay is applicable. Employees may choose to receive Special Holiday Pay as annual leave accrual, or be paid.

Pensionable Holiday Pay – Additional compensation paid to employees for working on a holiday is not reported to CalPERS as pensionable compensation in all cases. CalPERS applies state law when determining if holiday pay is pensionable or not. State law defines pensionable holiday pay as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. If these employees are paid over and above their normal monthly rate of pay (i.e., Special Holiday Pay, Holiday Benefit) for approved holidays, the additional compensation is reportable to CalPERS.

Employees who work on a holiday that occurs on the regular day off (RDO), or outside of their regular work schedule, may receive additional compensation for working on the holiday (over and above their normal monthly rate of pay) in accordance with the holiday pay guidelines in this section; however, such compensation is considered overtime because it exceeds the employee's regular work schedule. Overtime is not considered pensionable and will not be reported to CalPERS as pensionable compensation.

## **22. Tuition Reimbursement**

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Effective July 1, 2016, SVPMA employees will no longer be eligible for the City's Tuition Reimbursement program.

## **23. Assignment Rotation**

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Duty assignments for SVPMA may be rotated at the discretion of the Chief of Police.

## **24. Disciplinary Action**

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Effective June 26, 2006, counseling memoranda and written reprimands that are at least three years old, and any future counseling memoranda and written reprimands that become three years old, shall at the request of the SVPMA employee be sealed. Request should be made to the Deputy Human Resources Director. Sealed files will be temporarily removed from the employee's file immediately prior to anyone inspecting the employee's file, and can be reviewed only by the Deputy Human Resources Director and the City Manager.

## **25. Grievance Procedure**

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The following series of steps provides a progressive procedure designed to resolve grievances at the lowest supervisory level consistent with justice, fair treatment, and administrative policy.

Step 1. It shall be the responsibility of the employee to promptly inform and discuss any complaint or grievance as defined in this policy with the immediate supervisor. If, after such discussion, the employee does not believe the grievance has been satisfactorily resolved, the employee shall proceed to Step 2 of the grievance procedure. All complaints or grievances shall be resolved in a timely manner. In order for a grievance to be considered as timely, it shall be brought to the immediate supervisor's attention within 21 calendar days following the act or occurrence upon which the alleged grievance is based. Where the grievance is based upon a recurring action, the grievance shall be brought to the supervisor's attention within 21 calendar days following the first instance of such recurring action.

Step 2. If the employee and immediate supervisor cannot satisfactorily resolve the complaint or grievance within ten (10) working days after it is brought to the supervisor's attention the employee may file a written grievance concerning the matter with the Department Head. The employee shall clearly state the basis of the grievance, giving time, place, other persons involved, specific policy concerned, and other pertinent information. The Department Head shall, within five (5) working days after receipt of the written grievance, supply an answer in writing to the aggrieved employee, explaining the decision or proposed action.

Step 3. If the employee is not satisfied with the response of the Department Head, the employee may request that the City Manager review the grievance. The employee shall request such review within ten (10) working days after receiving the response from the Department Head. The City Manager shall

consider the employee's written grievance, as submitted to the Department Head, and the Department Head's written response in reviewing the grievance. The City Manager or designee may request additional information or conduct additional research as appropriate. The City Manager shall release the results of the review within 15 working days after receiving the employee's request for such review. The results of the City Manager's review shall be final.

**Time Off to Process Grievance.** The employee shall be given time off with pay from regular duties, as determined to be necessary and reasonable by the Department Head, for the processing of a grievance.

**Extension of Time Limits.** The time limits specified in each step of the grievance procedure may be extended by an equal amount of additional time by either party upon verbal or written notice. Further extensions to the specified time periods may be made upon written mutual consent of both parties.

**Failure to Appeal Within Time Limit.** If the employee fails to file the grievance within the prescribed time limits, without waiver, the employee relinquishes the right to grieve. If management fails to respond to the prescribed time limits set out in the grievance procedure, without waiver, the grievance shall automatically proceed to the next step.

**Representation at Hearings.** The employee shall be present personally and participate in the discussions and proceedings.

## **26. Class and Compensation Survey**

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The City's Human Resources division will complete a Class and Compensation survey using comparable cities (*Burbank, Oxnard, City of Ventura, County of Ventura, Inglewood, Monterey Park, Orange, Pasadena, Pomona, Santa Monica, and Torrance*) and make a recommendation to the City Council as part of the FY 14-15 budget to adjust the salary range of Police Commander and Deputy Chief within 1% of the median. If the Council elects not to adjust the salary range for employees in the classification of Police Commander and Deputy Chief, the City agrees to pay overtime at the rate of one and one half the hourly rate effective July 1, 2014, for any Police Commander working a vacant or extended shift in the Watch Commander's office.

## **27. Working Titles**

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The Chief of Police shall consider the working title conventions of the geographic area or the operational needs of the City in determining the appropriate working titles of police managers. The working title of Commander shall be used for 1<sup>st</sup> level sworn level manager and Deputy Chief or Assistant Chief for 2<sup>nd</sup> level sworn managers who report directly to the Chief of Police. The working title for 2<sup>nd</sup> level managers are considered to be of equal rank respectively. It should be noted that working titles

shall be compared to sworn positions with similar responsibilities for the purposes of completing class and compensation surveys.

**28. Retirement Amenities**

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SVPMA employees with at least 20 years of experience as a sworn peace officer, 10 of which must have been with the Simi Valley Police Department, may purchase their department-issued firearm for \$1 from the City at the time of retirement. The value of the firearm may be taxed if required by federal law.

**29. Other Terms and Conditions of Employment**

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The remaining terms and conditions of employment for SVPMA employees shall be as provided in the applicable sections of the Employee's Manual or as determined by the City Manager.

For the ASSOCIATION:

Signed by:

*Lincoln Purcell*

Lincoln Purcell

Signed by:

*John Adamczyk*

John Adamczyk

For the CITY:

DocuSigned by:

*Samantha C. Argabrite*

Samantha C. Argabrite

Signed by:

*Luis Garibay*

Luis Garibay