

Memorandum of Understanding

Between

City of Auburn

And

Auburn Police Officers Association

Term: July 1, 2025 through June 30, 2026

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ARTICLE 1: PREAMBLE

This Memorandum of Understanding, hereinafter sometimes referred to as the "Agreement," entered into by and between the City of Auburn, hereinafter sometimes referred to as the "City," and the Auburn Police Officers Association, hereinafter sometimes referred to as the "Association," has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment for employees in the Police Service bargaining unit, as provided in the following Agreement.

ARTICLE 2: CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by City and not abridged herein include, but are not limited to, the following, subject to the requirements of this Memorandum of Understanding and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

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

ARTICLE 3: ASSOCIATION RECOGNITION AND RIGHTS

3.1 Recognition

The City recognizes the Association as the exclusive representative of those employees within the bargaining unit for the purpose of meeting and conferring in good faith on matters within the mandatory scope of representation, pursuant to California Government Code Section 3500.

Represented classifications:

- Police Detective
- Police Officer
- Police Sergeant
- Police Trainee

3.2 Access To Employee Work Locations

Representatives of the Association shall have the right of reasonable access to bargaining unit members outside of their assigned duties, before and after work hours, at meal and break periods, and at other non-work times with the approval of the City Manager or his/her designee.

3.3 Distribution And Posting Of Association Literature

The Association may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Association and shall bear the date of posting.

3.4 Use Of City Facilities

The City Manager or employees' designee, upon request, may permit the Association to use facilities, depending upon availability of space, for fleeting purposes at no charge. No request for use of City facilities shall be unreasonably denied.

3.5 Dues Deduction

1. The City agrees that after receipt of a voluntary written and signed authorization from an employee, it will deduct from the wages of said employee the amount of monthly dues as certified on such form and forward said amount to the Association. Upon voluntary written notification by the employee indicating that the employee is no longer a member of the Association, the City will cease to deduct monthly dues from the employee's wages.

2. The Association agrees to indemnify, defend and hold the City harmless against all claims, demands, expenses, judgments or other liability on account of dues or charges collected by the City pursuant to this Agreement and paid over to the Association. The City will report to the Association on a monthly basis the amounts of dues forwarded to Association accounts. The Association agrees to refund to the City any amounts paid to it in error upon presentation of proper evidence thereof.

3.6 Discrimination

The City and Association agree not to discriminate against any employee for the employee's membership in, activity on behalf of or other means of lawful participation or refraining from participation in the Association which are authorized and protected by statutory law, Memorandum of Understanding or City Code, Ordinance or Resolution.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Purpose

In order to establish harmonious and cooperative relationships between the City and its employees and to keep open channels of communication, it shall be the City's policy to provide for the settlement of differences through an orderly grievance procedure. It is the City's policy to assure its employees the right of access to this procedure, free from interference, restraint, coercion or reprisal for its reasonable use. The procedure applies to all employees of the City in the bargaining unit.

4.2 Definition Of Grievance

A grievance is a complaint of an employee or group of employees alleging unfair treatment resulting from a management decision, or concerning the interpretation or application of this Agreement, or the City rules or regulations governing personnel practices or working conditions within the control of management and for which there are no other procedures in existence which may be used to resolve such. Disciplinary Actions and Appeals are governed by Article 11 of this MOU and Government Code Sections 3300-3311. The following are exempt from the grievance procedure:

1. The contents or rating of a performance evaluation;
2. A position classification issue;

3. Any form of release from employment or discipline, including: dismissal, suspension or demotion, or any other form of discipline, including a letter of reprimand or counseling;
4. A change in title, job classification or salary based on City classification studies;
5. Any matter which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation or policy established by the City Council; or;
6. A matter which concerns an employee who has, since filing the grievance, submitted a letter of resignation or otherwise voluntarily terminated his/her employment with the City.

4.3 Employee's Right To Representation

An employee shall have the right to be represented by an employee representative at all times and at every formal step in the grievance procedure. An employee shall have the right to be represented by an Association agent or attorney at all times and at every step in the formal grievance procedure.

4.4 Informal Grievance Procedure

All persons having a grievance shall make every effort to resolve such grievance by discussion with employees' immediate supervisor prior to submission of a formal grievance.

4.5 Formal Grievance Procedure

1. Step One: In the event that a settlement is not effected after the informal review, the written grievance will be presented within ten (10) working days to the department head. The department head shall have ten (10) working days to investigate and render a written decision. Unless an extension of time has been agreed upon subject to confirmation in writing, failure of the department head to render a written decision within ten (10) working days shall constitute a denial of the grievance, and the grievant shall proceed to and be governed by the time limitations of step 2 of this procedure.
2. Step Two: If a mutually satisfactory solution has not been reached through submission to the department head, the grievant has five (5) working days to submit the grievance to the City Manager. Failure by the grievant to meet any of the specified timelines shall constitute a withdrawal and waiver of the grievance. The City Manager shall have ten (10) working days after receipt of the grievance in which to schedule such investigations or hearings as may be necessary and render a written decision.

Unless an extension of time has been agreed upon subject to confirmation in writing, failure of the City Manager to render a written decision within ten (10) working days shall constitute a denial of the grievance and the grievant shall proceed to and be governed by the time limitations of step 3 of this procedure. The time for processing a grievance shall not exceed thirty-five (35) days.

3. Step Three: Mediation Process. This procedure shall apply to disputes involving the interpretation and application of the MOU, including prevailing past practice or a negotiated personnel rule or regulation other than employee discipline.
 - A. An appellant will be referred to mediation if the appellant is not satisfied with the disposition of the City Manager's review step of the procedure.
 - B. Within (5) working days of the conclusion of the City Manager review the appellant must notify the employer in writing of the appellant's desire to refer the matter to mediation. The employer shall respond within (10) working days to the appellant and contact California Public Employment Relations Board (PERB) to schedule a mediation hearing.
 - C. Mediation conferences will take place at a mutually convenient location and shall not be open to parties other than those who are direct parties in the action.
 - D. Proceedings before the mediator shall be confidential, informal in nature and shall not be admissible in any subsequent hearing. No transcript or record of the mediation conference shall be made. The mediator shall attempt to ensure that all necessary facts and considerations are revealed to him/her. In the event a resolution is reached, the matter shall be reduced to writing. In the event that a resolution is not reached, the parties may stipulate the unresolved issues in writing and submit them to the City Council within five (5) working days, in which case the grievant may resort to step 4 of this procedure. The costs of mediation, if any, shall be borne equally by the parties. (However, each party shall bear its own costs for travel, witnesses, etc.)
4. Step Four: Public Hearing before City Council.
 - A. If the grievant gives written notice to the City Manager in the time permitted by paragraph 3.d. above that he or she wishes to submit the unresolved issues to the City Council, the City Clerk shall give notice of a public hearing before the City Council on the unresolved issues at least ten (10) working days before the hearing. Upon written request by the grievant, the hearing shall be closed to the public. The grievant may obtain one (1) continuance of a hearing without a

stated reason provided the grievant does so in writing before the day of the hearing. The City Manager shall issue a written notice of continuance. Any subsequent continuance must be for good cause. Unless the City Manager issues a written notice of continuance, for subsequent continuance requests, the hearing shall take place on the date, time, and location specified in the notice of public hearing. A grievant's failure to attend or to be represented at the public hearing shall constitute an abandonment of the grievance on the unresolved issues and a failure to exhaust administrative remedies.

- B. The public hearing (or closed hearing, if elected by grievant) on the unresolved issues shall be conducted by the City Council on the date, time and location specified in the notice of public hearing or continuance. The parties may appear and offer evidence, call witnesses, and cross examine witnesses consistent with California Code of Civil Procedure Section 11513, concerning the unresolved issues. After such public hearing, the City Council shall deliberate in closed session to the extent permitted under the Ralph M. Brown Act and render a written decision and factual findings which identify support from the record.
- C. The City Council's decision on the grievance shall be subject to judicial review in the manner specified in Code of Civil Procedure §1094.5.

ARTICLE 5: HOURS OF WORK AND OVERTIME

5.1 Forty-Two (42) Hour Week

- A. A fourteen (14) day cycle will be used and during those fourteen (14) days, each sworn employee below the rank of Lieutenant will work eighty-four (84) hours.
- B. Each employee who works this shift will receive four (4) hours of pay at time and one half.
- C. Pay periods are bi-weekly, resulting in twenty-six (26) pay periods per calendar year.
- D. Overtime will be based on hours actually worked in excess of eighty (80) hours in a two (2) week period.
- E. Use of vacation and sick leave will be charged on an hour-for-hour basis.

- F. The scheduling concepts to be used within this framework may include twelve (12) hour shifts and other shifts that will increase police coverage and give more consecutive days off to employees.
- G. The department shall give written notice to the employee of a change in an employee's work schedule. A change in an employee's work schedule shall be in effect for not less than seven (7) calendar days unless the employee, in writing, consents to a lesser period. Failure to give such notice, in writing, shall entitle the employee to two (2) hours compensation at straight time rate of pay (for example; a change from 8-to-5 to 1-to-9 without seven days' advance notice shall entitle the employee to the two (2) hours additional compensation).

5.2 Overtime And Overtime Compensation

For regular employees subject to regulation of the Department of Labor in the bargaining unit, any work required in excess of their normal workday and workweek (non-cumulative) shall be classed as overtime work. Compensatory time off is not counted as hours worked in determining when overtime is paid.

- A. Overtime work, when directly ordered by the department head or the City Manager, shall be compensated by pay at the rate of time-and-one-half the straight time rate or time off with pay at a rate of time-and-one-half the straight time rate, at the option of the employee. Compensatory time off may be accumulated up to one hundred (100) hours, and the accumulation may continue beyond the fiscal year if approved by the City Manager. Overtime work beyond the one hundred (100) hours accumulation limit will be compensated by cash payment at the time-and-one-half rate. Notwithstanding the forgoing, at the sole discretion of the City Manager, and on a case-by-case basis, cash payment for less than one hundred (100) accumulated hours may be paid. However, Police Department employees may have the option of receiving all accumulated CTO in cash upon separation from the City.
- B. Subject to the limitation of section 5.2(A) above, the City agrees to allow Auburn Police Department personnel, at the individual's option, to accumulate overtime and receive lump sum payoff as follows:
 - 1. Accumulate from July 1 through November 30, with payoff on the first payday in December.
 - 2. Accumulate from December 1 through June 30, with payoff on the first payday in July.

- C. Sworn personnel shall receive a minimum of four (4) hours at time-and-one-half rate (6 hours) for non-cancelled, subpoenaed court time during off-duty hours. Actual court time in excess of four (4) hours shall be paid at the rate of time-and- one-half the straight time rate. Unless given twenty-four (24) hours' notice of cancellation, sworn personnel shall be compensated at a rate of two (2) hours overtime (which equals three hours of straight time).
- D. Stand-by duty requires the employee so assigned:
 - 1. To be ready to respond to calls for service; and
 - 2. To be reachable by telephone or radio; and
 - 3. To refrain from activities which might impair his/her ability to perform his/her assigned duties.
- E. Stand-by for court duty may only be assigned by a department head or his/her designated representative.
- F. Stand-by duty shall be compensated at a flat rate of Twelve Dollars (\$12.00) for weekdays and Fifteen Dollars (\$15.00) for weekends and holidays, for eight (8) hours (one normal shift) of stand-by duty, or any portion thereof, and shall be paid for in the pay period it is earned.

5.3 Call Out

- A. When an employee, after completing his normal work shift and leaving his/her workstation, responds to an authorized order to return to duty to perform emergency or non-scheduled services, the employee shall be compensated by the payment of two (2) hours of base rate pay at the straight time rate for the call out as a minimum call back payment. Employees will be paid at the rate of time-and-one-half of base rate for the time actually worked during the call out. Any call out work exceeding two (2) hours shall be compensated only at the rate of time-and-one-half (1.5) of regular rate of pay for the time actually worked during the call out. Call out pay can also be compensated by time off with pay at the rate stated immediately above.
- B. The Chief of Police or proper designee shall not cancel a safety employee's shift and place the employee on CTO leave without a minimum of twenty-four (24) hours' notice prior to said shift. A safety employee who requests compensating time off (CTO) shall make the request not less than twenty-four (24) hours prior to the requested time off. The above conditions may be waived by mutual consent of both parties.

- C. Where a safety employee's normal work shift has been changed by the City more than two (2) hours, with less than eight (8) hours' notice, said employee shall be eligible for call out pay for said shift. In the event that the work shift change reduces the employee's two-week work period to less than eighty-four (84) hours, call out pay will not apply. This does not pertain to officers assigned to floating relief schedules.
- D. The City agrees with the Association to provide seven (7) days' notice prior to changing an employee's days off pursuant to Section 5.1(G), with the condition that departmental, emergency operational needs may preempt such advance notice.
- E. Call out pay does not apply to sign-up overtime for outside assignments those for which another entity actually reimburses the City for the overtime.
- F. When an employee is given an option to work or not, call out pay does not apply; however, the person giving the option must make it clear that if the employee accepts the work assignment, there will be no call out pay.

5.4 Training Pay

Training shall be compensated on an hour for hour basis. Lunch will not be provided while participating in City approved training programs.

ARTICLE 6: COMPENSATION

6.1 Salary Increase

Effective the pay period including July 1, 2025, or the first full pay period after Council approval of this MOU, whichever comes later, the attached Salary Schedule (Attachment A) shall be implemented, which reflects a three percent (3%) base wage increase for all APOA classifications.

6.2 Financial Ability To Meet Future Equity Adjustments

During the term of this agreement, in the event the City declares a fiscal emergency and the City's total general fund reserves decrease 25 percent or more below existing levels as of July 1, 2023, any remaining subsequent salary increase shall be cancelled.

6.3 Status Changes

- A. Change In Pay Upon Promotion: When an employee is promoted, he/she shall normally receive the first step in the salary range for the new position that is at least a 5% increase in their current salary.

- B. Change In Pay Upon Demotion: When an employee is demoted, he/she shall be placed in a salary step in his/her new class, which is the same as or above the step held prior to demotion, providing said demotion is not the result of disciplinary action.
- C. Change In Pay Upon Reclassification: When a position is reallocated to a classification with a higher pay range and the incumbent employee retains the position, he/she shall normally be placed at the first step in the new range. If no increase in pay results, advancement may be made to the new step immediately above the present salary. When a position is reallocated to a classification for non-disciplinary reasons with a lower salary range, the incumbent employee shall not be reduced in pay while he/she continues to occupy the position. If his/her current rate exceeds the maximum step of the new range, his/her salary shall be frozen ("blue penciled") at its current level. When the incumbent leaves the position, his/her replacement shall normally be hired at the beginning rate.
- D. Canine Services
- If the City establishes a new Canine Officer it agrees to negotiate a new agreement with the Officer and comply with all FLSA requirements.

6.4 Merit Step Increases

- A. Merit Increase Consideration: Employees are eligible for consideration for step advancement based on merit, demonstrating progressive improvement in job skills and work performance.
- B. Merit Increase Review Schedule: The merit increase anniversary date is established upon the employee's start date in their current position. The interval between step increases will be based on an employee's time in that position.
- Regular full-time positions: Eligible for consideration every 12 months of active, full-time service.
- C. Pay Period Application: Step increases will be applied to the entire pay period in which the increase is effective.
- D. Leave Without Pay: If an employee is on leave without pay for more than one (1) month, the period of unpaid leave shall be deducted from his/her accumulated time-in-step.
- E. Exceptions: If warranted for the good of the service or when any employee demonstrates outstanding capacity in performing his/her duties, he/she may be advanced to the next step prior to completing 12 months of active, full-time service.

The City Manager shall have the authority to withhold step advancements only for reasonable cause, and the department head has the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. The department head shall keep his/her employees informed about their job performance, giving good work its proper recognition and any deficient work all possible guidance and assistance toward improvement. The department head shall notify the employee as to the reasons for withholding step advancements. Such matters may be subject to the grievance procedure and limited to whether the City was arbitrary, capricious or discriminatory.

- F. Probation: For Police Department sworn personnel there shall be a one (1) year probationary period.

6.5 Pay For Employees In An "Acting" Capacity

Any employee in the unit who is assigned to and performs the duties of a higher level position on an "acting" basis for a full shift or more, for any reason, shall be compensated at a rate of pay five percent (5%) greater than the salary authorized before the acting duty assignment is made. All appointments to acting positions shall be made to positions that are vacant and must be approved in advance by the Chief of Police (or Designee). Appointments in excess of 14 shifts must be approved by the City Manager.

6.6 Special Assignment Positions

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Selection of employees to said position and removal there from shall be made by the City Manager upon recommendation of the department head. An employee assigned shall receive a salary increase of not less than five percent (5%) of his/her base pay.

A. Special Assignment Positions:

- Field Training: Officers expressly assigned to provide field training shall be granted an assignment increment of five percent (5%) over base salary for all hours actually worked.
- Motorcycle / Bicycle Patrol: Officers assigned to Motorcycle and/or Bicycle Patrol shall have the option of requesting to perform their shift by using a patrol car when the outside temperatures are unsafe and/or unhealthy. General guidelines for outside temperatures would be above 95 degrees and/or below 40 degrees.

- School Resource Officer: Officers assigned as a School Resource Officer (SRO) (2 positions) shall be assigned to the detective classification salary schedule for the duration of the assignment.
- Drug Enforcement Task Force (2 positions): Officers assigned to the drug enforcement task force shall be assigned to the detective classification salary schedule for the duration of the assignment.
- POP Officers: (1 Sergeant and 2 Officers) shall be granted an assignment of five percent (5%) over Base salary for all hours actually worked.
- Senior Detective: (1 position) shall be granted an assignment of five percent (5%) over base salary for all hours actually worked.
- Detective: Police Officers: assigned to the Detective Unit shall be granted an assignment pay of five percent (5%) over base salary for all hours actually worked as listed on the salary schedule. Once the assignment concludes the Officer will return to the top step in the Police Officer salary range.
- Administrative Sergeant (1 position): A Police Sergeant assigned to administration shall be granted an assignment of ten percent (10%) over base pay for all hours actually worked.

B. No other assignment or incentives are included with this agreement.

6.7 Educational Incentive Pay

To recognize and encourage professional development, the City provides special compensation for sworn personnel who attain specified educational levels and California Peace Officer Standards and Training (POST) certifications. The following section outlines the eligibility criteria and compensation rates for these incentives.

- A. Criteria: Employees are responsible for submitting evidence of training and certification to Human Resources for consideration of education pay.
- B. Post Certifications:
1. POST Intermediate Certificate: 2.5% of base pay for Police Officer and Detective classifications only.
 2. POST Advanced Certificate: 5% of base pay.
 3. POST Supervisory Certificate: 5% of base pay for Police Sergeants.
- C. Educational Incentive:

1. Bachelor's Degree: 5% of base pay for a bachelor's degree in law enforcement, social sciences, or related field (City Manager or designee approval required).

6.8 Longevity

Employees shall receive longevity pay based on years of active service, based upon the employee's original employment date with the City, as follows:

Service Year	Longevity Pay
Start of tenth (10th) year	5% of base pay
Start of fifteenth (15th) year	10% of base pay
Start of twentieth (20th) year	15% of base pay

- A. Longevity pay is not cumulative. That is, an employee at the start of their fifteenth year shall receive ten percent (10%) longevity, not fifteen percent (15%).
- B. The City shall report longevity pay to CalPERS as pensionable special compensation as long as permitted by applicable law and regulations.

6.9 Classification Advancement

Provided that the position is budgeted, employees of the unit hired in the entry level of the class series shall be promoted to the journey level of the class series upon completion of one (1) year of service, provided that the performance rating of the employee is at an overall "satisfactory" or higher rating. An employee with less than a satisfactory overall rating at the lower level shall be reevaluated no later than three (3) months after the original denial of their promotion so that he/she may be promoted to the next higher level of the class series. Denial of a promotion to the next higher level after the second review may only be for reasonable cause.

6.10 Night Shift Differential

Employees who are eligible for a night shift differential shall receive five percent (5%) above their base pay.

- A. Employees who are assigned a regular work schedule that requires the majority of actual working time (more than half the number of hours in the workday) 1900 hours through 0700 hours inclusive, shall receive the night shift differential.

- B. In addition, employees who work a majority of actual working time (more than half the number of hours in the workday) 1900 hours through 0700 hours inclusive, shall receive the night shift differential.

6.11 Shift Work Schedule Selection

The Police Department shall post the work shift schedule for police officers twice a year. Within the four patrol shifts, there will be one position per shift that will be filled by seniority (see illustration below). Employees with the most seniority shall be permitted to select one of the positions for the shift they wish to work. The remaining positions within the shifts will be filled taking bids into consideration; however, seniority shall not take precedent. These positions will be filled based on needs of the department and the Police

Chief shall retain the sole authority to make a final decision on shift selection for all employees that do not fall within the four positions covered by seniority.

If one of the seniority positions is not filled, that position will then be filled taking bids into consideration, but the position will be filled based on needs of the department and the Police Chief shall retain the sole authority to make a final decision.

The Chief of Police will also have the ability to deny a position based on seniority if that person requires retraining or monitoring for a job performance that is substandard or unsatisfactory based on their current yearly evaluation.

Team A Position 1- Filled by Seniority Position 2 – Filled by needs of Department Position 3 – Filled by needs of Department	Team B Position 1 Filled by Seniority Position 2 – Filled by needs of Department Position 3 – Filled by needs of Department
Cover Shift Position 1 – Filled by needs of Department	Cover Shift Position 1 – Filled by needs of Department
Team C Position 1 –	Team D Position 1 –

Filled by Seniority	Filled by Seniority
Position 2 –	Position 2 –
Filled by needs of Department	Filled by needs of Department
Position 3 –	Position 3 –
Filled by Needs of Department	Filled by needs of Department

ARTICLE 7: SPECIAL ALLOWANCES

7.1 Uniform Allowance

Effective the first full pay period after July 1, 2025, or the first full pay period after Council approval of this MOU, whichever is later, the City shall provide each sworn officer a thirteen hundred dollar (\$1,300) annual uniform allowance, paid in equal installments fifty dollars (\$50.00) per biweekly pay period. Uniform related clothing will meet the official standards of the department. An employee's first uniform shall be purchased by the City.

The City will provide NIJ Level 3A protective vests for all Police Officers and shall replace protective vests on manufacturer recommended intervals.

In the event the Department plans to make a substantial change in officer uniforms, the City will provide prior notice to the APOA of the proposed change. The APOA will then have seven calendar days from notification to request that the City meet to agree on how the cost of the proposed change will affect APOA members.

7.2 Meal Allowance

In the event that an employee is required to work a minimum of two (2) hours beyond employees regular shift, including emergency call out, employees shall be paid a meal expense of:

- Breakfast: \$12.00
- Lunch: \$16.00
- Dinner: \$29.00

7.3 Mileage Allowance

- A. The City hereby agrees with the Association to compensate the driver of a vehicle for travel time to and from a training location at appropriate FLSA rates. Mileage

reimbursements will be at applicable GSA rates for POST-related training. Other training will be reimbursed at applicable IRS rates for miles driven.

- B. When the City requires a Police Department employee to attend a training session outside of the City, it shall be the employee's option to use either a City-owned vehicle or his/her own vehicle for transportation. Any vehicle mileage reimbursement will be paid at the GSA rate or applicable IRS rate. Employees authorized to use a privately-owned vehicle shall be required to maintain Public Liability and Property Damage (PL & PD) insurance coverage on their vehicle and to maintain their operator's license in good standing.

ARTICLE 8: LEAVES OF ABSENCE

8.1 Vacation Leave

- A. Accrual Amounts: Employees shall earn vacation credits as follows:

Years of Service	Annual Accrual	Balance Limit
0 – 2.99	96 hours	232 hours
3 – 5.99	120 hours	280 hours
6 – 10.99	136 hours	312 hours
11 – 15.99	168 hours	376 hours
16+	184 hours	408 hours

- B. Vacation leave is a right of the employee; however, the use of same shall be approved by the Police Chief or designee, taking into account the desires and seniority of employees and, more particularly, the workload requirements of the department.
- C. Probationary employees, while serving their first six (6) months in the service of the City, shall not be allowed to use their accrued vacation time. However, vacation credits shall accrue to such probationary employee.
- D. Employees whose vacation balances exceed the vacation balance limit ("vacation cap") shall not accrue vacation until such balances are reduced below the vacation cap. Exceptions to the vacation cap may be made by the City Manager when such exceptions are deemed by the City Manager to be in the best interest of the City.

- E. Employees may cash out up to 80 hours of vacation leave per fiscal year. Vacation leave shall be cashed out pursuant to procedures established by the City. The employee must have used at least 40 hours of vacation during the prior 12 months before cashing out their remaining vacation leave.
- F. Upon termination, all accumulated vacation will be added to the employee's final pay. Employees may have the option of depositing all or a portion of the payout into Deferred Compensation account.

The City shall pay to the estate of an employee who dies prior to discharge for cause, retirement or layoff, any accrued accumulated vacation. Payoff shall be based upon the hourly pay rate of such employee at the time of death.
- G. The Police Department shall post the vacation calendar for police officers twice a year, once in October for vacation in January thru June and again in April for vacation in July thru December. Within the four patrol shifts we will take requests; however, staffing will be based on the needs of the department.
- H. Vacation will accrue prorated for any pay period during which an employee takes unpaid time off, resulting in a reduction of paid hours, consistent with applicable laws.

8.2 Vacation Leave Bank B (Grandfathered)

Vacation Leave Bank B was established for employees hired on or before April 1, 2015. Utilization of Vacation Leave Bank B hours shall be governed by the same rules that apply to the vacation leave accrued per Section 8.1 above.

- A. For purposes of cash out, including upon separation, the value of accrued vacation leave in Vacation Leave Bank B shall be based on the salary step earned by employees as of April 1, 2015. Vacation Leave Bank B shall be cashed out at the employee's regular rate of pay using the salary step earned by employees as of the effective date of this section. Where employees are assigned twelve (12) hour duty shifts, the calculation of earned vacation credits shall be increased by five percent (5%) over the annual accrual rate.
- B. In the first full pay period in January 2026, any remaining hours in an employee's Vacation Leave Bank B will be cashed out or converted to a cash contribution to the employee's deferred comp account, to the extent permitted by law, and Vacation Bank B shall no longer exist.

8.3 Sick Leave Bank A

- A. Leave Use: The City provides paid sick leave to employees to care for themselves or a family member's health needs, including diagnosis, treatment, or preventative care, or for specified purposes if you or a family member are a victim of a crime.
1. Sick leave will be used in one hour increments.
 2. Leave Bank Selection: Upon using sick leave, employees have the option to use either bank. However, if no choice is indicated, Sick Leave Bank B will be the automatic selection.
 3. Sick Leave Abuse: If the City believes that an employee is abusing the sick leave privilege, prior to the employee returning to work, the City may require a doctor's certificate or other adequate proof stating that the employee was unable to perform work duties due to a medical condition. In the case of frequent use of sick leave, or a patterned absence, an employee may be required to file a doctor's certificate or other adequate proof for each illness, regardless of duration. An employee may also be required to take an examination by a doctor designated by the City and to authorize consultation with the employee's own doctor concerning their illness.
- B. Accrual Amounts:
- Regular full-time positions: Accrue 96 hours per year.
 - Regular part-time positions: Accrue paid sick leave as mandated by California Labor Code Section 246.
- C. Accrual Frequency: Sick leave hours will accrue on a semi-monthly basis.
- D. Leave Without Pay: No sick leave shall accrue during leaves of absence without pay.
- E. Separation: Upon separation of employment for reasons other than retirement, all accrued sick leave hours are forfeited. Sick leave hours have no cash value.
1. Retirement: Upon retirement from the City, employees may apply unused sick leave toward CalPERS service credit, up to the maximum hours allowed by CalPERS per California Government Code 20965. Any remaining sick leave hours are forfeited.

8.4 Sick Leave Bank B (Grandfathered)

The City established Sick Leave Bank B effective April 1, 2015.

- A. Initial Transfer to Sick Leave Bank B: Employees hired prior to April 1, 2015 had their sick leave hours moved to a separate leave bank titled Sick Leave Bank B.
- B. Bank B Accrual: No additional leave will accrue to Bank B.
- C. Bank B Use: Employees may continue to use Bank B time under the same provisions as Sick Leave Bank A.
- D. Bank B Cash Out: Employees with Sick Leave Bank B hours in excess of five hundred and sixty (560) hours may, annually at the employees option, sell back to the City up to seventy-two (72) hours. In the event the City declares a fiscal emergency, it shall direct the City Manager to reject sick leave “buybacks” for the fiscal year. The City Manager shall meet with the Association prior to such action; however, such meeting shall not be construed as a “meet and confer” obligation.

Sick Leave Bank B hours will be cashed out at the employee’s hourly rate effective on April 1, 2015.

- E. Bank B Separation: Upon retirement from the City, employees with a Sick Leave Bank B balance exceeding 480 hours may cash out any hours exceeding 480, at the employee’s April 1, 2015 hourly pay. Hours up to and including 480 are not eligible for cash out.

Upon retirement from the City, employees may apply unused sick leave toward CalPERS service credit, up to the maximum hours allowed by CalPERS per California Government Code 20965. Any sick leave hours not eligible for cash out or CalPERS service credit will be forfeited.

8.5 Supplemental Family Leave

With the approval of the Police Chief, any eligible employee may be granted up to five (5) workdays family illness leave with pay per calendar year in the event of the illness of a family member. Use of family leave with pay is intended to apply in serious and unforeseen circumstances where the presence of the employee in the home is required in order to care for the immediate family member.

- A. Eligible Family: Spouse, child, parent, sibling, grandparent, grandchild, parent-in-law, registered domestic partner, or family member domiciled with the employee.

- B. Leave Eligibility: Employees with at least five years of continuous service are eligible to request Supplemental Family Sick Leave.
- C. Family Emergency: The City Manager may approve up to two additional days per calendar year for catastrophic and unforeseen emergencies (e.g., missing immediate family, housing loss due to disaster, or similar unforeseen event).

8.6 Bereavement Leave

Employees in the unit shall be granted bereavement leave with pay as necessary, but not to exceed five (5) workdays, upon the occasion of the death of a close relative. Additional bereavement leave for travel purposes, not to exceed three (3) calendar days, may be granted by the City Manager when circumstances warrant the same. For purposes of this section, "close relative" means mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law or father-in-law of the employee.

Bereavement leave may be taken intermittently for up to three months from the date of the death of the close relative.

8.7 Jury Duty Leave

An employee summoned to jury duty shall inform employee's supervisor and, if required to serve, may be absent from duty with full pay while actively rendering such service. Any jury fees received by an employee shall be remitted to the City, exclusive of any meal and/or travel reimbursements rendered by the courts.

8.8 Holiday In Lieu

Employees who work shift assignments shall receive a Holiday in Lieu pay differential of 5% calculated on base pay, rather than paid time off for holidays.

- A. Sergeants promoted prior to July 1, 2023 and working shift assignments shall receive Holiday in-lieu pay of five percent (5%) as calculated on gross pay. Gross pay means the employee's:
 - Hourly base rate, plus
 - The employee's incentives and special pay which exist as of July 1, 2023 and which were not otherwise eliminated, as applicable.

Sergeants promoted after July 1, 2023 and working shift assignments shall receive Holiday in-lieu pay of five percent (5%) as calculated on base pay.

- B. Shift personnel that work on Thanksgiving or Christmas shall be paid at a rate of one and one-half (1-1/2) times for hours worked.

8.9 Holiday Pay

- A. The City will provide eligible non-shift employees with eight (8) hours paid time off for the following recognized holidays:
- New Year's Day
 - Martin Luther King, Jr., Day
 - Presidents Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday immediately following Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
- B. Holidays that Fall on a Weekend: Unless otherwise specified, if a holiday falls on Saturday, then the previous Friday is to be observed. If a holiday falls on Sunday, then the following Monday is to be observed.
- C. Working on a Holiday: Non-shift employees required to work on a holiday shall be paid at a rate of two and one-half (2.5) times for hours worked (Holiday pay plus one and half times pay for the hours worked). Such compensation is limited only to employees actually working a holiday shift. If the employee requests that they be allowed to take an alternative day off for the Holiday, they will be entitled to time and a half for the work on the designated holiday.
- D. Holidays that Fall on a Regular Day Off: If a holiday falls on an employee's regular day off, the employee will be entitled to eight (8) hours of paid time off at a later date.

- E. Choosing to Work on an Observed Holiday: Non-shift employees may work on an observed holiday with prior City approval and receive eight (8) hours of paid time off at a later date in the same manner as shift personnel would.
- F. Floating Holiday Hours: Detectives to receive four (4) hours of floating holiday to be used during each calendar year. Floating holiday hours may not be carried over.
- G. Reopener: The City may reopen on Section 8.9(C): Working on a Holiday.

8.10 Military Leave

Military leave shall be granted in accordance with the provisions of state law (Military and Veterans Code). All employees entitled to military leave shall give their department head and the City Manager a notice and opportunity, within the limits of military requirements, to determine when such leave shall be taken. If available, a copy of military orders received shall be delivered to the City prior to the taking of such leave. If not available, then upon return from military duty, a copy of military release shall be given to the City.

- A. Full pay shall continue while the employee is on military duty; however, upon return to employment in the City, any military pay received for such duty in excess of thirty (30) days service is to be reimbursed to the City.
- B. Any employee engaged in monthly training for military reserve duty shall not suffer any loss of compensation or benefits for weekend training. Neither shall there be any loss of compensation or benefits for the annual thirty (30) day training, provided, however, that upon conclusion of the thirty (30) day annual training, the employee reimburses the City for the amount of salary paid by the military for the same period.

8.11 Leave Of Absence

The City Manager, upon written request of an employee, may grant a leave of absence without pay for an initial period up to ninety (90) days. Additional leave, not to exceed one (1) year maximum, may subsequently be granted for good and sufficient reason. Leaves hereby authorized shall include educational leaves, maternity leaves beyond that granted under state and federal law, employee illness and injury beyond that granted under state and federal law and leave for any other purpose promoting the good of the service. Whenever granted, such leaves shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time leave was granted. Failure of the employee to report promptly at its expiration or within a reasonable time after notice to return to duty shall terminate his/her right to be reinstated. Any leave without notice or without authorization shall be absence without leave and shall be the basis for summary dismissal.

ARTICLE 9: HEALTH, WELFARE AND RETIREMENT BENEFITS

9.1 Medical, Vision, And Dental Benefits

- A. Cafeteria Plan: The City shall establish a Cafeteria Plan ("Plan") for health premiums. The City's contribution to the plan includes the Minimum Employer Contribution amount mandated under the Public Employees Medical and Hospital Care Act (PEMHCA).
- B. Plan Premium Contributions: The city will make monthly contributions toward plan premiums, with the employee responsible for any remaining premium of their selected medical plan.
1. City Contribution Annual Recalculation Formula: The contribution amount for each of the three subscriber tiers (employee only, employee + 1 dependent, employee + 2 or more dependents) will be recalculated. The calculation is: Previous year's contribution for that tier + 80% of the average monthly premium of available plans within that tier in Placer County, excluding the highest and lowest.
 2. City Contribution: The City's monthly contribution amount will be recalculated annually for each of the three subscriber tiers (employee only, employee and 1 dependent, employee and 2 or more dependents).
 - The initial plan year contributions for this agreement are:

Subscriber Tier	Amount
Employee only	\$965.12
Employee and 1 dependent	\$1,952.55
Employee and 2 or more dependents	\$2,530.44
 3. Employee Contribution: Contributions will be deducted semi-monthly from their pay on a pre-tax basis, in accordance with Section 125 of the Internal Revenue Code.
- C. Medical In Lieu: Regular full-time employees are eligible for a cash payment for waiving City-provided medical insurance as follows.

1. Employees hired before July 1, 2025 and who receive cash in lieu of medical insurance coverage will continue to be paid \$890.00 per month in equal installments of \$410.77 per bi-weekly pay period.
 2. Employees hired on or after July 1, 2025, electing not to receive City health coverage, but who elect coverage provided by an employee's spouse or significant other, shall be paid \$300.00 per month in equal installments of \$138.46 per bi-weekly pay period.
 3. Employees who waive medical coverage from the City must sign a release form and provide proof of alternative minimum essential coverage for the employee and their tax family.
- D. The City will provide a dental plan with \$1,500 maximum benefit plan and a vision plan at no cost to employees.
- E. Medical, Dental and Vision benefits shall remain unchanged for the term of this MOU.

9.2 Optional Insurance Plans

The City shall offer at least two (2) optional insurance plans for employee participation. Optional insurance may include life, disability or other specialized insurance products. These optional elements shall be offered to employees within the cafeteria plan on a pre-tax basis.

9.3 Life Insurance

The City shall provide a \$100,000 group-term life insurance policy for all regular full-time employees.

9.4 Retiree Health Insurance Coverage

- A. Retiree Medical: An employee who retires from City service may continue, at their option, to participate in the City-sponsored CalPERS health insurance program, pursuant to the Public Employees Medical and Health Care Act (PEMHCA). The City's contribution shall be limited to the Minimum Employer Contribution pursuant to PEMHCA. The retiree shall be responsible for the balance of the premium amount for himself/herself and all eligible enrolled dependents.
- B. Retiree Medical Savings Plan: An eligible employee may use funds from the Medical Savings Program outlined below provided the employee meets the conditions associated with such plan. This entitlement shall cease when the employee reaches age 65 and becomes eligible for Medicare.

9.5 Long-Term Disability Insurance

The City shall pay 100% of a Long Term Disability insurance premium.

9.6 California Public Employees Retirement (CalPERS)

The City contracts with CalPERS to provide employee retirement pensions. Employees are placed into a CalPERS retirement tier based on their eligibility, as outlined in the City's contract with CalPERS. Both the City and employees contribute to the retirement plan each payroll.

A. Safety Classic Tier 1 Members:

1. Formula: 3% @ 50
2. Eligibility: This applies to employees hired at the City before July 1, 2010.
3. Contribution: Employees contribute 9% of their eligible compensation pre-tax to the retirement plan. Additionally, since January 2017, members also contribute 3% of the employer's contribution share.

B. Safety Classic Tier 2 Members:

1. Formula: 2% @ 50
2. Eligibility: This applies to employees hired at the City on or after July 1, 2010, and who CalPERS designates as Classic members.
3. Contribution: Employees contribute 9% of their eligible compensation pre-tax to the retirement plan. Additionally, since January 2017, members also contribute 3% of the employer's contribution share.

C. Safety PEPRA Members:

1. Formula: 2.7% @ 57
2. Eligibility: This applies to employees hired at the City on or after January 1, 2013, and who CalPERS designates as PEPRA members.
3. Contribution: Employees contribute 50% of total normal cost of the PERS retirement plan pre-tax. Additionally, since January 2017, members also contribute 3% of the employer's contribution share.

D. Fourth Level 1959 Survivor Benefit: The City contracts with CalPERS to provide the Fourth Level 1959 Survivor Benefit (GC 21574) to employees. Employees are responsible for their share of the cost.

9.7 Deferred Compensation

The City shall contribute the following amount for each APOA employee into a Section 457 deferred compensation plan:

- A. Employees with ten (10) plus years of full-time employment with the City of Auburn, shall receive a pre-tax contribution of \$120.00 semi-monthly for a total of \$240.00 per month.
- B. Employees with less than ten (10) years of full-time employment with the City shall receive a pre-tax contribution of \$95.00 semi-monthly for a total of \$190.00 per month.

9.8 Retiree Health Savings Plan

The City no longer contributes to a Retirement Health Savings Plan for unit employees with such contributions now being made to the Deferred Compensation plan referenced in this section.

However, the City will continue to administer the Retirement Health Savings Plan for unit employees who previously participated pursuant to the previous terms and conditions of the plan.

9.9 Drug, Alcohol, And Substance Abuse Policy

The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol or substance abuse testing.

- A. "Reasonable suspicion" for purposes of this section includes, but is not limited to, the following:
 - 1. A critical incident has occurred while on duty for the City or at the employee's work location.
 - 2. An accident involving a City vehicle or equipment causing damage to property or persons, in combination with any factors in Section 9.9(A)(3) below.
 - 3. Documented objective facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective facts may include characteristics of the employee's appearance, behavior, mannerisms, speech or body odors. Components of such documentation should include:
 - Equilibrium

- Manner of speech
- Mental reactions
- Odor of intoxicants on breath or clothing
- Eyes
- General appearance
- Physical actions
- Work behaviors

9.10 Employee Assistance Program

To support employee well-being, the City offers a confidential Employee Assistance Program (EAP) at no cost to the employees. The City will select a vendor to administer this program to provide professional counseling and referral services for personal and family member matters, including marital, family, substance abuse,, stress, and mental health issues.

ARTICLE 10: REDUCTION IN FORCE

10.1 Layoff Authority

The City Manager may lay off employees pursuant to the following procedures. The City shall give the Association notice prior to implementation of any proposed layoff and shall provide the Association with the opportunity to meet and confer regarding alternatives to the layoff. This constitutes the full agreement concerning layoffs between the parties.

- A. The appointing authority may lay off or reduce an employee when necessary:
 1. For reasons of economy, lack of work or funds;
 2. For a change in organization where there are more employees than positions in any class within the City.

10.2 Employment Status And Layoff

- A. Layoffs and reductions shall be made by class of position. In each class of position in which there is to be a layoff or reduction, employees shall be laid off according to employment status in the following order:
 1. First: Temporary

2. Second: Probationary
 3. Third: Permanent
- B. Temporary employees shall be laid off according to the needs of the service as determined by the appointing authority. Probationary employees in the class shall be laid off or reduced according to seniority in service.

10.3 Order Of Layoff

In case there are two (2) or more regular employees in the class from which layoff or reduction is to be made, such employees shall be laid off or reduced on the basis of the last rating in the class as follows:

- A. Employees within each category shall be laid off in inverse order of seniority in City service, except where it can be established that an employee possesses special skills essential to the City.
- B. An employee whose position must be eliminated or vacated for the reasons cited in this section and who requests a voluntary reduction rather than cause some less senior employee to be laid off or reduced, is entitled to have his/her name placed on a re-employment list.
- C. In the event of a tie in seniority, the following regular performance ratings on file will determine the order:
 1. First: All employees having ratings of "Unsatisfactory"
 2. Second: All employees having ratings of "Improvement Needed"
 3. Third: All employees having ratings of "Satisfactory"
 4. Fourth: All employees having ratings of "Outstanding"

10.4 Re-Employment List

- A. The names of person's laid off or reduced in accordance with these rules shall be entered upon a re-employment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available. Two (2) refusals shall cause the incumbent's name to be stricken from the list.

- B. Names of person's laid-off or reduced in lieu of layoff shall be carried on a re-employment list for a one (1) year period, except that the names of persons appointed to regular positions of the same level as that from which laid-off shall, upon such appointment, be dropped from the list. Persons reduced or re-employed in a lower class or re-employed on a temporary basis shall be continued on the list for the higher position for an additional one (1) year period. A person appointed from a layoff list shall continue to have the same anniversary date he/she had prior to termination but shall have no seniority accrued except for active service.

10.5 Exception To Order Of Layoff

Where the appointing authority deems it to be for the best interest of the service, employers may retain an employee who has specific qualifications, despite the order of the layoff provided above if the appointing authority determines:

1. Such action is for the best interest of the service;
2. The employee retained has such special qualifications;
3. The employee laid off does not have such special qualifications; and
4. Such special qualifications are important in the performance of the work of the City.

10.6 Reduction

The appointing authority may, at employees discretion, if employees deems it for the best interest of the service, make reductions in lieu of layoff to positions at lower levels in the same or related series or positions in other series for which the employee to be reduced has demonstrated that employees possesses the skills and aptitudes required in the position to which he/she is to be reduced, thereby causing layoffs only in the lower ranks. An employee reduced pursuant to this section shall not be subject to further reduction from the class until all employees in that class, who have not been subject to reduction, have vacated that class.

ARTICLE 11: DISCIPLINE PROCEDURE

11.1 Short-Term Discipline

For punitive action, as defined under the Public Safety Officers Procedural Bill of Rights and involving the equivalent of five (5) days suspension or less, the parties shall utilize the services of the State of California Mediation/Conciliation if the matter cannot be resolved at the City Manager level. In the event that the mediator cannot resolve the matter, he/she shall frame the unresolved issues for the parties to take forward to the City Council.

11.2 Long-Term Discipline

A. For matters beyond the scope of Section 11.1 above, the parties may proceed as follows:

1. The appellant and the Association may request the City Manager, or his/her duly authorized representative, to appoint a Hearing Officer to hear evidence and make recommendations to the governing body of the City regarding the resolution of such appeal. The appellant and the Association must request the appointment of the Hearing Officer within ten (10) business days from the date the appellant has received the decision of the City Manager or his/her designee pursuant to the "Skelly" conference. In the event of termination, the employee shall be removed from City payroll, however, the employee shall retain the right to exhaust the disciplinary appeals procedure. Failure of the appellant and the Association to request the appointment of a Hearing Officer within the time limits set forth above constitutes a waiver and bars the appeal and the appeal will be considered settled on the basis of the last management response.
2. Within ten (10) business days after receipt of a request for the appointment of the Hearing Officer, the City Manager or the Director of Finance/Personnel shall attempt to reach voluntary agreement with the appellant and the Association as to the appointment of a Hearing Officer. Failing to reach voluntary agreement within ten (10) business days of receipt of the request for the appointment of a Hearing Officer, the City Manager or appellant's duly authorized representative shall obtain a list from the American Arbitration Association, State Mediation Conciliation Service of five (5) persons who are qualified to serve as Hearing Officer. Upon receipt of the list, the parties shall meet to select a Hearing Officer from the list. The list of five (5) shall serve as the list of persons to be used by the City and the Association for the term of the agreement unless otherwise agreed to by both parties.
3. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in cases involving disciplinary action, and the Hearing Officer shall use the standard of proper cause in determining the propriety of the City's conduct. The Hearing Officer shall not hear witnesses or take evidence out of the presence of the other party except by default. The Hearing Officer shall be bound by the expressed terms and conditions of the Memorandum of Understanding, as well as the Personnel Rules and Regulations of the City, in determining the validity of the

City's action and shall not have the authority to recommend any additions or subtractions from the Memorandum of Understanding or any provisions of the Personnel Rules and Regulations.

4. In the conduct of the hearing, the Hearing Officer, once chosen, shall hold the hearing to make findings of fact and recommendations to the parties within thirty (30) calendar days of the Hearing Officer's appointment. The Hearing Officer shall be bound to render employees findings and recommendations within thirty (30) calendar days of the close of the hearing.
 5. The Hearing Officer shall submit his/her findings and recommendations in writing to the City, the appellant and the Association. The Hearing Officer's recommendations made thereafter shall be final and binding upon the appellant, the Association and the City, if accepted by the Council. The City Council shall accept the findings and recommendations of the Hearing Officer in its entirety, unless it finds that the Hearing Officer has (a) exceeded employees authority, (b) committed a serious procedural error, (c) made a finding or conclusion unsupported by the record. (In no case, however, shall a remedy require special legislative action.) Such action shall be taken at the next regular Council meeting, unless said meeting is set within less than seven (7) calendar days of receipt of the Hearing Officer decision.
- B. The cost of obtaining a panel of Hearing Officers from the American Arbitration Association and all costs of the hearing, including the cost of the Hearing Officer, shall be equally borne by the City, the appellant, and the Association. Each party shall bear the cost of its own attorney's fees.

11.3 Appeal Review By The City Council

Either the City Manager or the employee may request the City Council to review the Hearing Officer's decision as limited by the conditions above. Such request shall be submitted in writing to the City Clerk within ten (10) calendar days after receipt of a copy of the Hearing Officer's decision. Review by the City Council shall be made within fifteen (15) calendar days after the request for review is received. The City Council may approve, modify or reverse the decision of the Hearing Officer and its decision shall be final.

ARTICLE 12: MISCELLANEOUS

12.1 Personnel Rules

The City will make available to its employees a current copy of the City Personnel Rules and Regulations. In the event that there is a conflict between the City's Personnel Rules and this Agreement, the terms of this Agreement shall prevail. Those provisions of the City's Personnel Rules which directly pertain to regular unit members not specifically referred to in this Agreement are, by this reference, incorporated herein.

12.2 Probationary Periods

- A. Initial Employment Probation: Subject to the California Commission on Peace Officer Standards and Training (POST) requirements, the probationary period for initial employment of sworn employees is twelve (12) months of active full-time service.
- B. The City Manager may extend the probationary period up to six (6) months for reasonable cause.
- C. Advancement Probation: The probationary period for advancement is six (6) months, subject to extension by the City Manager for reasonable cause.

12.3 No Strikes, No Lockouts

It is agreed by the parties that there shall be no strikes or lockouts during the term of this Agreement. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, work stoppage or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article shall be subject to disciplinary action.

12.4 Pre-Existing Benefits, Policies, Resolutions, And Other Policies

The City shall continue to provide and comply with previously existing negotiable benefits, policies and Personnel Rules and ordinance provisions pertaining to employer-employee relations in existence on the effective date of this Agreement.

12.5 Waiver Clause

This Memorandum of Understanding and its attachments and referents constitute the full agreement between the parties concerning wages, hours, and conditions of employment. This Agreement may be altered, changed, added to, deleted from or modified only through mutual consent of the parties. Any additions or other changes in this Agreement shall not be effective unless reduced to writing and properly signed by both parties.

12.6 Severability Savings Clause

- A. If during the term of this Agreement, any law or any order issued by a court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
- B. In the event of suspension or invalidation of any article or section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

12.7 City Vehicle Use

City vehicles shall be assigned at the discretion of the Chief of Police.

12.8 Public Security Events

To assure maximum safety for officers assigned to public security events, two (2) officers will be assigned to such activities where crowd control measures are required.

12.9 Tuition Reimbursement

With prior written approval from the City, a permanent employee shall be eligible for reimbursement for expenses related to courses that have a strong nexus to the employee's job classification and provide a direct benefit to the City. Reimbursable expenses are defined as the cost of tuition, required books or course materials, and directly related fees.

- A. Eligible coursework includes classes offered by accredited colleges, non-accredited colleges, universities and trade schools, as well as POST-certified training, non-college or non-trade school programs, and courses provided by private companies.
- B. Reimbursement will be provided upon the employee's satisfactory completion of the course with a grade of "C" or better, a certificate of completion, or a passing grade in a pass/fail course. All classes must be taken on the employee's own time.
- C. The total reimbursement shall not exceed \$1,200 per employee per fiscal year.
- D. Employees must submit course approval requests, including a breakdown of anticipated costs, in advance to the Police Chief. If the request is denied, the employee may elevate the request to the City Manager. The City Manager's decision shall be final and not subject to appeal.

12.8 On Duty Fitness Program

The Chief of Police shall implement an "On Duty Fitness Program". This program shall be designed to maximize employee fitness while taking into consideration the current levels of service provided by the City of Auburn.

12.9 Lateral Hire Police Officer

As a recruitment incentive for the lateral hire of a Police Officer, the City may, at its discretion, offer one or more of the following employment enhancements to employees hired after the date of adoption of this agreement. Any pay/benefits granted under this section shall be considered an advance payment and not in addition to any payment described in the below sections:

- A. Accrual of vacation leave pursuant to Section 8.1(A) at the rate consistent with the years of service as a police officer or deputy sheriff.
- B. Training and education incentive pays pursuant to Section 6.7.
- C. Salary step placement consistent with the candidate's previous experience and skills.
- D. Longevity Pay pursuant to Section 6.8, consistent with a candidates total service as a police officer or deputy sheriff.
- E. The 4% Retention Credit is eliminated.

12.10 Initial Meeting For 2026 Negotiations

The parties agree to meet on March 10, 2026 to commence successor MOU negotiations. This date may be changed by mutual agreement.

12.11 Term of Agreement

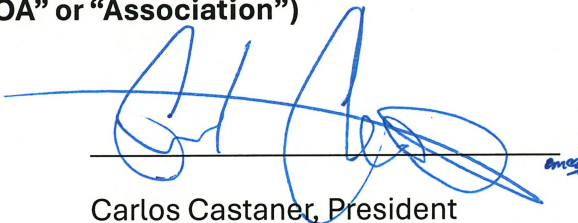
This Memorandum of Understanding shall be effective as of July 1, 2025, and shall expire June 30, 2026.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

City Of Auburn

Dated: 6/25/25 
Sean Rabé, City Manager

Auburn Police Officers Association ("APOA" or "Association")

Dated: 6/18/2025 
Carlos Castaner, President

Approved As To Form

Dated: 6/23/25 
Gary B. Bell, City Attorney