CITY OF
FOLSOM
DISTINCTIVE BY NATURE

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF FOLSOM

AND

FOLSOM POLICE MANAGEMENT ASSOCIATION

January 1, 2026, through December 31, 2028

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PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "the Agreement", entered into by the City of Folsom, hereinafter referred to as "the City", or "the employer", pursuant to Section 3500 et seq. of the Government Code of the State of California and the Folsom Police Management Association, hereinafter referred to as "the Association" or "FPMA" has as its purpose the promotion of harmonious labor relations between the City and the FPMA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

It is understood and agreed that this Memorandum of Understanding (MOU) supersedes and replaces all previous such actions on these points by and between the City of Folsom and the Folsom Police Management Association. Where ordinances and policies that may conflict with the Memorandum of Understanding exist, the Memorandum of Understanding will prevail.

The term "Agreement" as used herein means the written agreement provided under section 3505.1 of the Government Code.

ARTICLE I - RECOGNITION AND COVERAGE

A. Recognition:

Folsom Police Management Association is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Rules for all employees assigned to the Police Management Bargaining Unit in the following classifications and any other classification which is agreed between the parties to be included in the Police Management Bargaining Unit.

Police Lieutenant
Police Commander

In the event new classifications are established and determined by the City to be in FPMA, the City agrees to notify FPMA and meet and confer over impact of placement if requested by FPMA.

B. Total Agreement:

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties have reached agreement. Therefore, except as provided herein, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right,

and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered in this Agreement, as well as any subject or matter not referred to or covered in this Agreement.

C. Severability of Provisions:

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

ARTICLE II – MANAGEMENT RIGHTS

All City rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the City. The rights of the City include, but are not limited to, the exclusive right to:

A. Manage the City generally and to determine issues of policy.

B. Determine the existence of facts which is the basis of management decisions.

C. Determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.

D. Determine the nature, manner, means, technology, and extent of services to be provided to the public.

E. Determine methods of financing.

F. Determine types of equipment or technology to be used.

G. Determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.

H. Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City.

I. Assign work to and schedule employees in accordance with requirements as

determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.

J. Lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.

K. Establish and modify productivity and performance programs and standards.

L. Dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.

M. Determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.

N. Hire, transfer, promote, and demote employees.

O. Determine policies, procedures, and standards for selection, training, and promotion of employees.

P. Establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

Q. Maintain order and efficiency in City facilities and operations.

R. Establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et. seq.

S. Restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules.

T. Take any and all necessary action to carry out the mission of the City in emergencies.

ARTICLE III – NO STRIKE

FPMA agrees that during the term of this Agreement, neither it nor its officers, employees, representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Folsom. In the event that FPMA members participate in such activities in violation of this provision, FPMA shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their

normal duties.

ARTICLE IV – EMPLOYEE RIGHTS

A. Union Bank Time:

1. Employees in the bargaining unit may, but are not required to, donate accrued Annual Leave, Holiday Leave, or Furlough Time in no less than one-half (.5) hour increments, into a bank of hours from which designated FPMA representatives may draw time for the purposes of conducting association business, including but not limited to, training programs and seminars. Donated time will be transferred from the donating employee's accrued Annual Leave, Holiday Leave, or Furlough Time to the Union Bank as a one-time donation or from Annual Leave on a regular basis each pay period.

2. The FPMA President or designee must approve, fill out and submit a leave request slip for all employees using the Union Bank. The release of employees on Union Bank Time shall be subject to the needs of the City, as determined by the Police Chief.

3. The FPMA shall submit a request to the Police Chief or designee for the release of employees on Union Bank Time at least 7 calendar days prior to the desired time off or as otherwise approved by the Police Chief.

B. Non-discrimination:

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. The City further agrees not to discriminate, harass, or reprise against any employee as a result of their exercise of their rights under this Agreement, or under Section 3500 et seq., of the Government Code of the State of California.

C. Access to Personnel Files:

The City shall maintain only one (1) personnel file on each person in the Human Resources Department. A duplicate personnel file shall be maintained at the Police Department. Both files shall be kept secured.

Upon request by an employee, the employee and/or his/her authorized representative may review the personnel files during regular business hours, except where denial of access is authorized by statute.

Information contained in an employee's personnel file shall be confidential and

available for inspection only to authorized management/administrative personnel and the supervisor of the employee; except, however, that information in an employee's personnel file may be released pursuant to court order, subpoena, or with a release signed by the employee. The department shall notify the employee of the existence of such court order, subpoena, or a motion for court order to gain access to the personnel file prior to the release of any information.

No material which relates to the employee's conduct, attitude, work performance, or service will be included in his/her personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the department head shall provide the employee the opportunity to review the material and sign and date it. A copy of such material shall be provided to the employee. The employee shall have the right to insert in his/her file within thirty (30) days of the employer placing the item in the file, supplementary material and a written response to any item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

D. Documents in Personnel Files:

Upon the request of an employee, and with the approval of the Police Chief, counseling memos and reprimands shall be removed from personnel files after two (2) years. These items, along with disciplinary actions (i.e., suspensions, reductions in pay, and demotions) shall be removed and destroyed after five (5) years in accordance with the City's records retention policy.

Internal affairs investigations shall be kept in a separate file under the employee's name and shall be purged and destroyed after five (5) years. Such files shall be maintained in the Police Department.

Notwithstanding any other provision of this Agreement, complaints and any reports or findings related to these complaints shall be retained for a period of five (5) years for records where there was not a sustained finding of misconduct and for fifteen (15) years where there was a sustained finding of misconduct.

ARTICLE V – SALARY AND OTHER COMPENSATION

A. Salary Ranges:

1. The initial Salary Ranges for each job classification in the Police Management Bargaining Unit are set forth in Attachment XX of this Agreement. These salary ranges shall be effective January 1, 2026. It is

understood that implementation of any salary increase, or market adjustment may vary slightly due to rounding.

2. Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in City of Folsom Personnel Rules and Regulations, and the MOU shall apply. Should unusual circumstances or rigid adherence to the current salary range structure cause an unforeseen inequity, the City Manager shall have the right to make adjustments that are in the best interest of the City.

B. Salary Increases:

1. Effective January 1, 2026, or the date this agreement is ratified by both parties, whichever is later, all employees shall receive a cost of living adjustment of 3%. Employees shall also receive a market adjustment of 3% for a total salary increase of 6% effective January 1, 2026.
2. Effective January 1, 2027, all employees shall receive a cost of living adjustment of 3%. Employees shall also receive a market adjustment of 2% for a total salary increase of 5% effective January 1, 2027.
3. Effective January 1, 2028, all employees shall receive a cost of living adjustment of 3%.

D. Market Survey:

The City agrees to conduct a market survey of the classes of Police Lieutenant and Police Commander. The survey shall be concluded not later than 120 days prior to the expiration of this MOU. The parties agree to meet and confer over survey results.

1. The purpose of the study is to determine the relationship of the total compensation for employees in the job classifications identified above when compared to comparable job classifications in the following agencies: City of Elk Grove, City of Rocklin, City of West Sacramento, City of Sacramento, City of Roseville, City of Citrus Heights, and County of Sacramento.

2. Compensation, for purposes of this study, shall constitute the following elements:

   a. Base salary (top step in the salary range)
   b. Maximum contribution to healthcare costs
   c. Uniform Allowance (For any agency providing uniforms but not

reporting an allowance, the average allowance will be attributed for comparison purposes)

d. Maximum Education/POST/Executive-Level Course Incentive Pay
e. Deferred Compensation
f. City's payment towards Social Security

3. Study results will identify the mean (average) and relative ranking of the base salary and total compensation, by classification, comparing the City of Folsom to those agencies identified in subsection 1 above.

E. Compensation Upon Pronotion into Bargaining Unit

When an employee is promoted into this bargaining unit, the employee will be placed at the salary step which provides the employee with at least a 5% increase in compensation above that employee's compensation prior to promotion. For purpose of this section, compensation shall include base, wages, holiday-in-lieu, job classification and education incentive pay.The City may place an employee at a higher step in its sole discretion. In deciding whether to placvev an employee at a higher step, the City will consider other forms of compensation paid to the employee in their prior rank, including detective pay and motorcycle pay.

F. Deferred Compensation

For employees participating in the City's deferred compensation program, the City agrees to make matching contributions up to $350.00 per month.

G. Clothing/Uniform Allowance:

1. Plain Clothes Assignments:

When the Police Chief assigns employees to a plain clothes assignment (for more than 3 months consecutively), such employees shall receive a clothing allowance of $1,000.00 per year. Plain clothes assignments are those assignments that require professional business attire. Other plain clothes assignments that do not require daily wearing of professional business attire may qualify for the allowance based upon individual written approval by the Police Chief. Appropriate justification shall be made for such approval.

The City agrees to pay for the cleaning of plain clothes for those employees assigned to a plain clothes assignment. Employees in a plain clothes assignment may have their department issued uniforms cleaned as needed based upon uniformed or overtime assignments.

Clothing allowance shall be paid annually in conjunction with bi-annual shift changes, on or before January 20th and on or before July 20th of each fiscal year. Employees assigned to a plain clothes assignment in January or in July of each year shall receive the annual clothing allowance for the year, payable as described above. Employees assigned to a plain clothes assignment after shift changes will receive a pro-rated clothing allowance.

As provided in subsection 2 below, the City agrees to provide the initial issue of uniforms to all sworn employees and the City shall pay for the cleaning and replacement of all uniforms.

Any proposed change to the uniforms will only be done after meet and confer with the FPMA.

The City agrees to report to PERS the estimated value of $2,000.00 per fiscal year for each employee for purposes of purchasing, cleaning, maintaining and replacing uniforms.

2. Uniform Issuance/Replacement -- All Employees:

The City will provide the initial issue of uniforms to all employees of the department. The City shall replace any uniform or authorized equipment, which has been lost, stolen, damaged or rendered unserviceable as a result of on-duty activity. Personnel will receive authorization for uniform replacement from their immediate supervisor.

H. Educational Incentive Pay:

1. Employees shall be eligible to receive education incentive pay after the employee has completed their one (1) year probationary period.

Exception: Employees hired into the department as “lateral hires” shall receive education incentive pay upon hire. (Lateral is defined as holding the same or similar title at another agency.)

Exception: Employees promoted to this bargaining group shall receive education incentive pay upon promotion.

2. Police Lieutenants and Police Commanders will be entitled to receive educational incentive pay based on the following:

Employees hired before July 1, 2010, who are in possession of or obtain a Masters of Arts/Masters of Science degree shall receive an incentive of $400 per month.

Degrees shall be related to the field of law enforcement of public administration as approved by the Police Chief. Employees hired on or after July 1, 2010, shall not qualify for an incentive for a Masters of Arts/Masters of Science degree.

Payment of Education Incentive will begin effective the first pay period after the employee provides the Human Resources Department with the appropriate documentation, which includes a, copy of transcripts or diploma. It is the responsibility of each employee to notify the Human Resources Department of his/her eligibility for education incentive and to provide the appropriate documentation.

Employees who qualify for Education Incentive pay and who received City paid tuition reimbursement (Article V, Section I) as a recognized classification of FPMA (as identified in Article I, Section A) will not receive Education Incentive pay until they have reimbursed the City for the cost of the tuition reimbursement. Once payment is made in full for tuition reimbursement, the Education Incentive will begin and be paid directly to the employee. Reimbursing the City will consist of delaying the incentive pay until an amount equivalent to the tuition reimbursement has been withheld. For example, if an employee qualified for $400 per month in Education Incentive pay, but had received $4,000 in total tuition reimbursement, the employee's incentive payment would be delayed 10 months from the Education Incentive effective date.

3. POST Management Certificate Pay
   a. A POST Supervisory Certificate is required for all FPMA positions.
   b. Police Lieutenants: A POST Management Certificate is optional but preferred.
      i. Effective February 16, 2023, Lieutenants who are in possession of a valid POST Management Certificate shall receive an incentive of $425.00 per month. Payment of POST Management Certificate Pay will begin effective the first pay period after the employee provides the Human Resources Department with the appropriate documentation, which includes a copy of the POST Management Certificate. The City will retroactively pay up to six (6) months of this incentive pay after receipt of a copy of the POST Management Certificate, but in no case, prior to the date Certificate is authorized. It is the responsibility of each employee to notify the Human Resources Department of his/her eligibility and to provide the appropriate documentation.
   c. Police Commanders: A POST Management Certificate is required.

4. Executive Development Course Pay

With the advance written approval of the Police Chief, and upon completion, Police

Commanders who have completed a POST Executive Development Course, or other executive-level course, shall receive $600.00 per month in addition to their base salary. Payment of Executive Development Course Pay will begin effective the first pay period after the employee provides the Human Resources Department with the appropriate documentation. It is the responsibility of each employee to notify the Human Resources Department of his/her eligibility for Executive Development Course Pay and to provide the appropriate documentation.

I. Tuition Reimbursement Policy:

City will pay 50% of tuition cost up to $4,000 per fiscal year for regionally accredited Master's degree program if budgeted and preapproved by the Police Chief.

J. Longevity Pay/Law Enforcement Retention Pay:

Longevity Pay will hereinafter be referred to as Law Enforcement Retention Pay and shall be deemed longevity pay and reported to CalPERS as special compensation pursuant to C.C.R. Section 571.

1. Subject to all of the provisions of this subsection, the City will pay employees represented by the FPMA a Law Enforcement Retention Pay differential based on the following formula. The Law Enforcement Retention Pay increments will be paid on a monthly basis.

    - 2 ½% after 10 years of full-time continuous City service;
    - an additional 2 ½% after 15 years of full-time continuous City service;
    - an additional 2 ½% after 20 years of full-time continuous City service

    Law Enforcement Retention Pay shall not exceed a total of 7 ½% per month for an employee with twenty or more years of full-time City service.

2. Notwithstanding subsection 1 above, for the period beginning July 1, 2010, and ending June 30, 2011, employee advancement from one Longevity Pay increment to the next increment shall be frozen. Employees who would normally have advanced to a higher increment during this period shall advance to the next higher increment twelve (12) months from their anniversary date and shall not receive any retroactive payment nor shall the elapsed time period between July 1, 2010, and June 30, 2011, be counted for any future advancement.

K. Bilingual Pay:

1. The Police Chief may designate an employee as eligible to receive a 2.5% Bilingual Pay differential. Upon such designation, the FPMA employee will receive 2.5% of base rate.

    a. Employees eligible for Bilingual Pay must (1) speak a foreign language as identified by the City; (2) agree to utilize his/her bilingual ability on the job; and (3) demonstrate bilingual proficiency satisfactory to the Director of Human Resources. Such assignments shall be in writing and must be renewed on an annual basis.

    b. Employees shall maintain the necessary training and certification standards established by the City to continue to receive bilingual pay. All employees receiving bilingual pay shall have their bilingual performance included as part of the employee's City performance evaluation. Performance that falls below "meets expectations" may subject the employee to loss of bilingual pay.

L. One-Time Adjustment Pay

As required by Attachment B, effective the first full pay period after ratification and approval of the Memorandum of Understanding between the City of Folsom and FPMA, but no later than July 1, 2023, the City shall provide a one-time, non-PERSable, lump sum payment to certain employees in FPMA as follows:

a. 5.3% of their base salary under the 89A salary range on 11/23/22, for anyone promoted to Lieutenant between 11/19/19 and 12/31/21; and

b. 1% of their base salary under the 89A salary range on 11/23/22, for anyone promoted to Lieutenant between 1/1/22 and 9/30/22.

ARTICLE VI – RETIREMENT

A. Public Employees Retirement System (PERS) -- Formula:

1. Safety police employees hired by the City of Folsom on or prior to December 16, 2010 shall receive the retirement benefit of 3% @50. Safety police employees hired by the City of Folsom on or after December 17, 2010, who qualify as CalPERS Classic members shall receive the retirement benefit of 2%@50. Safety police employees hired by the City of Folsom on or after January 1, 2013, who qualify as CalPERS PEPRA members shall receive the retirement benefit of 2.7%@57 or as specified in the California Public Employee's Pension Reform Act of 2013 (PEPRA).

2. .Safety police employees hired by the City of Folsom on or prior to December 16, 2010, shall receive the retirement benefit based on the single highest twelve (12) months of compensation.

3. Safety police employees hired by the City of Folsom on or after December 17, 2010, shall receive the retirement benefit based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as provided in state law pertaining to CalPERS.

B. Public Employees Retirement System (PERS) – Retirement Benefit:

1. Safety police employees who are CalPERS Classic members shall pay 9% as the employee share of retirement.
2. Safety police employees who are CalPERS PEPRA members will pay the employee contribution as specified and adjust by CalPERS.

3 The City agrees to continue Government Code Section 20691, Conversion of Employer Paid Member Contributions (EPMC*).*

C. Retiree Health Insurance:

1. Employees hired on or prior to May 8, 2007 who retire[1] from City service on July 1, 2007, or later may participate in the health insurance plans made available by the City for active employees. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.

   a. Employees who retire with less than 5 years of service[2] shall not be eligible to receive any City contribution toward the cost of retiree health insurance.
   b. Employees who retire with more than 5 years of service shall qualify for a monthly City retiree health insurance contribution.

[1] "Employees" are exclusively permanent and/or probationary employees of the City of Folsom on the date this Addendum is approved by the Folsom City Council (May 8, 2007). "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.

[2] "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.

(1) Subject to the maximum set forth in Item 1.c. below, the City retiree health insurance contribution shall be as follows:
(2) Retiree only – an amount equal to the City's contribution towards active employee health insurance for the category of "employee only."
(3) Retiree and one dependent – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one."
(4) Retiree and two or more dependents - an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one" plus $100.

c. The City's monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only), employee plus one (for retiree plus one dependent), and employee plus one plus $100 (for retiree plus two or more dependents), as of January 1, 2012.

(1) The January 1, 2012, cap for each category shall be adjusted each January thereafter by an amount not the exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November - November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% (cost of living increases in the cap shall be rounded to the nearest tenth.)

2. The City shall contribute $25 per pay period into a Health Reimbursement Arrangement (HRA) for each probationary/permanent employee hired after May 8, 2007. The principles governing the HRA shall be established by the Internal Revenue Service (IRS) and the City Human Resources Department.

D. <u>Pre-retirement Optional Settlement 2W Death Benefit (Survivors):</u>

The City's contract with the Public Employees' Retirement System (PERS) includes Government Code Section 21548, Pre-Retirement Optional Settlement 2W Death Benefit.

E. Retiree Dental and Vision Insurance:

Effective the first full pay period after approval of this MOU by the City Council, employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance benefits provided to active employees. The City shall contribute 5% of the premium per year of City service, up to an 80% City contribution.

F. Social Security Retirement Plan:

Employees in the Police Bargaining Unit shall maintain enrollment in the federal Social Security System (F.I.C.A.).

ARTICLE VII – INSURANCE

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

A. Health Insurance:

1. The City's maximum monthly contribution for active employee health coverage for the year 2025 is as follows:

Employee only:	$754
Employee plus one:	$1,506
Employee plus family:	$1,955

2. The City's maximum monthly contribution for active employee health insurance will be adjusted annually. If there is an increase in the Kaiser HMO monthly premium, the City will cover 50% of the increase, adding it to the previous year's contribution for employee-only, employee plus one, and employee plus two or more coverage levels. The final amount will be rounded to the next whole number. The employee is responsible for the difference between the applicable premium and the City's contribution. If there is no premium increase, the City's contribution remains unchanged.

Example:

If the previous year's City contribution for the employee-only coverage was $500 and the Kaiser HMO premium increased by $20, the new City contribution would be:

$500 + (50% of $20) = $500 + $10 = $510

.

3.. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City (Section 1, item 2 above) shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.

4.. High Deductible Health Plans

a. The City agrees to offer two High Deductible Health Benefit Plans offered by the health benefit plan carriers.

b. The City agrees to make available a Health Savings Account (HSA) to eligible active employees who select either of the High Deductible Health Benefit Plans.

c. Fifty percent (50%) of the difference between the City's monthly contribution towards the cost of the Kaiser HMO Health plan premiums as set forth in Article VII, Section A of the MOU and the monthly premium for a High Deductible Health Plan shall be contributed into the employee's HSA. Tax status of contributions, contribution amounts, and use of HSA funds shall be in accordance with federal and state law.

5. Health Insurance – Cash Back

a. Probationary or permanent employees, who certify to the Human Resources Department that they have group health insurance coverage with comparable benefits to health plans offered by City, may decline to participate in City health insurance coverage.

b. Employees who decline to participate in City health insurance coverage shall receive a cash back payment from the City of $300 per month for each month the employee does not participate in City health insurance coverage.

c. Employees who have declined to participate in City health plan coverage pursuant to this section may enroll in City health plan coverage only during the annual open enrollment period.

d. This section shall be administered pursuant to procedures established by the City's Human Resources Department.

e. Employees who decline health insurance coverage shall continue to be eligible to participate in the City's vision and dental plans.

f. An employee whose spouse is employed by the City and receives health insurance is also eligible to receive the cash back payment.

B. IRS 125 Reimbursement Account:

The City will provide access to an IRS 125 Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.

C. Health Benefits Labor-Management Committee:

The parties agree to participate in a city-wide Health Benefits Labor-Management Committee to review existing health benefit programs, plan changes, and cost containment. The Health Benefits Labor-Management Committee shall be open to all employee organizations representing City employees. FPMA may select up to two representatives to participate in Committee meetings. Employees who participate in Committee meetings shall do so without loss of compensation.

D. Dental Insurance:

Dental insurance will be provided by Delta Dental Plan. The City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. Employees will contribute 20% of the monthly premium. Otherwise, the City's obligation for dental insurance coverage is limited to dental plan contributions. Delta Dental Services, Inc. shall determine dental plan coverage.

E. Vision Care:

Vision coverage will be provided by Vision Services Plan.Tthe City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. Employees will contribute 20% of the monthly premium. Otherwise, the City's obligation for Vision insurance coverage is limited to plan contributions. VSP shall determine Vision insurance coverage.

F. Life Insurance:

The City agrees to continue to pay premiums to provide $60,000 life insurance coverage and $60,000 accidental death and dismemberment coverage for employees in the bargaining unit for the term of this Agreement.

Eligible dependents shall receive $2,000 life insurance coverage.

G. Short Term Disability Program:

The City agrees to provide a Short-Term Disability Insurance Program as provided in the plan document, with the City paying 100% of the monthly premium rate for the weekly indemnity insurance program (short term disability) of 60% of salary for 26 weeks. The waiting period for initiation of benefits under the plan shall be 12 calendar days. This program is for non-job-related injuries or illness.

H. Long Term Disability Program:

The City agrees to provide a long-term disability program for employees in the bargaining unit as provided in the plan document. The plan shall provide for a maximum benefit of 60% of salary, up to age 65. This program is for non-job-related injuries or illness.

I. Out of Area Health Plan

a. OAHP shall work in conjunction with the Health Reimbursement Arrangement (HRA) provided by the City to active employees. Each OAHP retiree will obtain a participant account.

b. Only retirees who (a) are not eligible for Medicare who reside outside of the service area as defined by the City health insurance carriers; (b) qualify for retiree health coverage pursuant to Article VI, Section C; and (c) agree to disenroll from the current group medical benefit plan for retiree health coverage may participate in OAHP.

c. Once a retiree opts to participate in OAHP, the retiree shall thereafter be prohibited from returning to retiree health coverage.

d. The City will contribute to the retiree's participant account on a monthly basis in an amount equal to the amount of the City's contribution for employee only, employee plus 1 or employee plus family coverage based on the retiree's marital status at the time of OAHP election. Eligible dependents not covered at the time of election will not be added at a later date. Annual

confirmation of dependent eligibility will be required. The City's contribution would be used for premiums to obtain health coverage and other qualified out-of-pocket medical expenses. Under no circumstances shall the contribution be higher than the City paid premiums for similarly situated in-area employees. The retiree shall be responsible for administrative costs established by the HRA plan administrator.

e. Upon the death of, or martial dissolution from, the retiree's spouse on record at the time of election to participate in the OAHP, the funding level will be adjusted to employee only. Subsequent spouse(s) from any subsequent marriage(s) (i.e. post initial OAHP election) shall not be eligible to participate and funding will remain at employee only. In the event of the retiree's death, surviving spousal benefits will conform to City practices applicable to employees participating in City plans. Should the surviving spouse obtain coverage from another source (e.g. coverage by spouse), the funding will cease and will not be reinstated.

f. Rules and procedures governing OAHP shall be determined and administered by the City's Human Resources Department. Disputes raised by retirees regarding the OAHP may be appealed to the City Manager or designee and shall not be subject to arbitration.

ARTICLE VIII – HOURS OF WORK AND OVERTIME

A. Overtime:

In general, employees are exempt from overtime. Overtime pay may be authorized when the Chief of Police or designee determines it to be in the best interest of the City. This includes special events for which the City is reimbursed for the cost of FPMA personnel.

At the Chief of Police's discretion, overtime will also be paid for any emergency response hours worked outside an employee's scheduled hours of work.

The overtime rate of pay shall be either 1½ times the hourly rate of salary with respect to cash payment; or 1½ hours for each hour worked with respect to compensatory time off (CTO). Compensatory time off hours shall be included on payroll stubs.

B. Management Leave:

Employees shall receive management leave at a rate of 80 hours annually based on a fiscal calendar. Such leave shall be posted to affected employees on July 1st each year. Employees hired or promoted with less than 12 months' of service in the Police Management Unit shall accrue management leave on a prorated basis.

A member of FPMA who works substantially more than 80 hours per year without compensation, may be allocated up to 20 additional hours (for a total of 100 hours per year) of management leave. Annually, the Police Chief may provide a list to the City Manager of those employees they feel are deserving of the additional management leave. A list of regularly performed duties in excess of compensated hours shall be included with each employee's name. The list shall be submitted for the City Manager's review and approval no later than July 1 of each year. All such requests are subject to final approval by the City Manager.

ARTICLE IX – LEAVES

A. Annual Leave:

1. Employees shall receive the following Annual Leave credits:

Non-shift personnel (40-hour work week):

Length of Service	Annual Leave Allowance
0 – 5 years	16.34 hours per month
5 – 10 years	19.34 hours per month
10 – 15 years	22.34 hours per month
15+ years	24.34 hours per month

Shift personnel:

Length of Service	Annual Leave Allowance
0 – 5 years	17.00 hours per month
5 – 10 years	20.00 hours per month
10 – 15 years	23.00 hours per month
15+ years	25.00 hours per month

2. Except as specified in Article IX, Section B below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article IX, Section B, below.

3. Annual leave credits may be used for any approved absence, including vacation and illness or injury. When annual leave is used for vacation, it will be scheduled pursuant to City Personnel Rules. When annual leave is used

for illness or injury leave (e.g., sick leave) purposes, it will be taken pursuant to Article IX, Section B of this MOU.

4. Employees with annual leave balances that exceed the annual leave caps of 400 as of the date of ratification of this MOU by City Council, may retain such balances until the annual leave balances are reduced to the new cap.

    a. To avoid exceeding the maximum of 400 hours of accumulated annual leave, the City may direct an employee to take time off on annual leave. However, in the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 400 hours, the number of hours that exceed 400 hours shall be rolled over into sick leave until the annual leave balance is reduced to the cap.

5. Cash Out of Annual Leave

    a. Employees may cash out up to 40 hours of annual leave per fiscal year.
    b. Annual leave shall be cashed out pursuant to procedures established by the City Human Resources Department.
    c. Accrued annual leave shall be cashed out upon separation of employment with the City on an hour-for-hour basis.

6. Annual vacation requests shall be approved based on department policy as approved by the Chief of Police.

B. Sick Leave:

1. Sick leave may be used by employees for purposes enumerated in City Personnel Rules.

2. The City's contract with CalPERS permits sick leave to be converted to service credit for purposes of retirement (Government Code section 20965).

3. Accrued sick leave shall not be cashed out.

4. There shall be no maximum on the number of hours of sick leave an employee may accrue (bank).

C. Holidays:

1. The following holidays shall be observed by the City:

1) New Year's Day (January 1)
2) Martin Luther King Day
3) President's Day (Washington's Birthday)
4) Memorial Day
5) Independence Day
6) Labor Day
7) Veterans Day
8) Thanksgiving Day
9) Friday following Thanksgiving Day
10) December 24
11) Christmas Day
12) December 31

2. Employees who are assigned by the Police Chief to work shifts on the holidays listed in subsection 1 shall receive a 6% Holiday Pay differential. Holiday Pay shall be multiplied by the employee's base salary and paid each pay period. Holiday Pay shall be compensable for retirement (PERS) purposes.
3. Any employee with Holiday Leave credits accrued under prior agreements may use those credis in the same manner as Annual Leave.

D. FPMA Catastrophic Leave Bank:

1. The purpose of the FPMA catastrophic time bank is to enable employees to receive and donate accrued annual leave, sick leave, and compensating time off (CTO) credits to assist employees who have no leave and who will suffer a financial hardship due to a prolonged illness or injury to themselves or a member of the immediate family as defined in City Personnel Rules. The following conditions shall apply:

   a. Catastrophic Leave will be available only to employees who have exhausted all of their own paid leave through a bonafide serious illness or injury.
   b. The City shall administer the time bank.
   c. An employee may be on disability insurance and use the time bank credits in the same manner that sick leave is used to supplement disability insurance benefits.
   d. All donations are to be confidential, between the donating employee and the City.
   e. Employees donating to the time bank must have forty (40) hours of annual leave or sick leave available after making a donation.
   f. Donating employees must sign an authorization form (prepared by the

City). Employees relinquish all rights and claims to hours donated. Donor specific time does not require exhaustion of accrued leave time by recipient.

g. Donations shall be subject to applicable tax laws.

h. Availability of catastrophic leave time shall not delay or prevent the City from taking action to medically separate or disability retire an employee.

i. The City may require a physician's statement stating that the presence of the employee who is requesting catastrophic leave time to care for an ill or injured immediate family member is necessary.

ARTICLE X – MISCELLANEOUS

A. Fitness for Duty:

1. The City may require an employee to submit to a medical examination by a physician designated by the City to evaluate the capacity of the employee to perform the work of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department head or designee, that the employee is unable to perform the work of the employee's position. The City shall pay the cost of such examination.

   The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the employee.

   After consideration of the report and other pertinent information, the City will take steps in accordance with State and Federal law regarding disabilities. If the City concludes the employee is unable to perform the work of his/her present position, the City may demote or transfer the employee to an appropriate position, including one of less than full time. If it is concluded that the employee is unable to perform the duties of his/her position and the employee cannot be demoted or transferred to another position, the employee's employment with the City may be terminated. Any such action shall be considered non-disciplinary. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.

   An employee terminated pursuant to this section may elect, at the employee's cost, to an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job

duties the employee shall have the right to submit the matter to binding arbitration, pursuant to Article XI of this MOU.

After weighing the evidence submitted by both parties, the employee may be reinstated if the arbitrator determines that the employee is fit to perform the duties of his/her former position. Reinstatement shall not require current eligibility on any city employment list. The arbitrator may elect to pay the employee for some or all of the time between the termination date and the date of the arbitrator's award.

2. This section shall not supersede any rights and/or remedies the parties may have pursuant to the California Workers Compensation system and Labor Code.

3. The parties agree to meet during the term of this agreement to review policies and statutes that govern Fitness for Duty and ensure compliance with state law.

B. City Vehicle Use:

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

C. Probationary Period:

The City will require a 12-month probationary period for all classes in the police management bargaining unit. All regular employees shall serve a 12-month probationary period upon appointment to a classification in the police bargaining unit. Probationary periods may be extended consistent with City Personnel Rules.

D. Permanent Part-Time Employees:

Permanent part-time employees are employees hired off an eligible list and who work at least 20 hours per week and not more than 39 hours per week.

The City will pay up to them maximum amount towards employee-only coverage as paid to full-time employees pursuant to Article VII, Section A. Permanent part-time employees will not receive any other City contribution towards health insurance. Permanent part-time employees shall have the option to purchase dependent coverage through the City at rates established by the City's health, dental and vision insurance carriers. When a permanent part-time employee purchases dependent coverage, the employee shall pay the difference between the amount paid by the City for employee-only coverage and the cost of the dependent coverage.

Other benefits provided in the Memorandum of Understanding (MOU) between the City and the FPMA shall be allocated to permanent part-time employees on a pro-rata basis.

E. Voluntary Wellness Program:

The Police Department will implement a Voluntary Wellness Program for employees. The purpose of the program is to encourage the proper physical conditioning and health of law enforcement personnel. The department shall determine specific procedures and policies; however, key elements shall include:

1. Regular exercise regimen. Employees shall be granted up to four hours (not to exceed one hour per shift) of release time per workweek to exercise, call load permitting. Such time shall be scheduled at the discretion of appropriate supervisory personnel.

2. Participation in an annual “baseline” physical evaluation conducted by the department.

3. The Chief of Police shall be authorized to implement program changes which benefit additional members of the FPMA. Those additions will be published consistent with department directives.

F. Personal Leave Time

1. Any Personal Leave Time (PLT) earned by employees and still remaining on the books may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:

   PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:

   a. Use of PLT shall be subject to the operating needs of the Police department.
   b. Use of PLT shall not cause the Police department to backfill behind an employee using PLT.
   c. PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City or retires, any PLT remaining in the bank shall be surrendered with no value to the employee.

G. Mutual Aid Assignments

All personnel assigned by the Chief of Police to provide Mutual Aid to another public agency will be compensated (portal to portal) from time of assignment to their return to the police headquarters. While on Mutual Aid assignment, personnel will be compensated at their regular rate of pay during their normally assigned shifts. Personnel assigned to work on days off shall be compensated at the overtime rate.

Specific policies and procedures applicable to Mutual Aid assignments shall be determined by the department.

H. Fraternal Order of Police (FOP) Legal Defense Plan Legal Services

For the duration of this MOU, the City agrees to pay the actual individual membership rate of the Fraternal Order of Police (FOP) Legal Defense Plan (previously known as CPOA Legal Services Program) for each member of the Police Management Bargaining Unit, up to a maximum of $750.00 per employee per calendar year.

ARTICLE XI – GRIEVANCE PROCEDURE

A. Definition:

The term "Grievance" as used in this Agreement is limited to a complaint or request of an employee, group of employees, or FPMA which involves the interpretation, application, or compliance with the provisions of this Agreement or City Rules.

B. Time Limits:

Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be processed to the next level and the failure to answer shall be given the appropriate weight by the arbitrator.

When days are used in this article for the purpose of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

Time limits may be waived by mutual agreement between the parties. As referred to in this article, all "days" are "calendar days."

C. Presentation:

An employee and/or FPMA representative may present a grievance while on duty, provided such presentations and discussions do not disrupt City operations and are kept to a reasonable minimum.

D. Procedure:

All grievances as defined herein shall be processed in accordance with this procedure. All grievances, beginning at Step 2 shall be filed on forms provided by the City for that purpose. FPMA may refuse to represent a grievant and the City may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.

1. STEP 1. Within fifteen (15) days of the act(s) and/or omission(s) giving rise to the grievance or within fifteen (15) days of the time the employee or FPMA should reasonably have been aware of said act(s) and/or omission(s), the grievance shall be discussed informally with the person or persons most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.

2. STEP 2. Within fifteen (15) days of receipt of the Step 1 answer, or if no answer is given, within thirty (30) days of the Step 1 meeting, the grievant, if still dissatisfied, shall file with the Police Chief, a formal written grievance. Within fifteen (15) days of the receipt of the formal grievance the Police Chief or designee shall meet with the grievant to discuss the matter. The Police Chief or designee shall respond to the grievant, in writing, within fifteen (15) days of the Step 2 meeting. The Step 2 response shall include the position of the Police Department and the reasons therefore, as related to the grievance.

3. STEP 3. Within fifteen (15) days of the Step 2 response or, if no Step 2 response is received, within thirty (30) days of the Step 2 meeting, the grievance may be presented in writing to the City's Employee Relations Officer. The Employee Relations Officer shall conduct such investigation as is deemed appropriate and shall issue a written determination within thirty (30) days of the date on which the grievance is first presented at Step 3. If the Employee Relations Officer fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, the grievant may request that the matter be submitted to binding arbitration.

Matters involving the interpretation or application of this Agreement may only be submitted to Step 4 by FPMA. Employees may submit matters of discipline to arbitration pursuant to Article XII of this Agreement.

4. STEP 4. A request for binding arbitration shall be made in writing to the Employee Relations Officer within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 3, or in the event that no Step 3 answer is received, within forty-five (45) days of the date of the Step 3 meeting. The arbitration shall be conducted in accordance with City of Folsom Personnel Rules and Regulations 3.01.050-3.10.080.

   The panel's decision shall be final and binding on the City, FPMA, and the grievant. The panel shall have no authority to add to or delete from the terms of this Agreement or City rules. All fees and costs of the arbitrator and court reporter, if any, shall be borne equally by the parties. In matters of discipline, which have not been submitted to arbitration by FPMA, all costs will be split between the parties to the arbitration and shall not include FPMA.

ARTICLE XII – DISCIPLINE PROCEDURE

A. Policy:

It is the policy of the City that discipline of City employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in City Personnel Rules.

B. Definition:

As used herein, "disciplinary action" means suspension without pay, reduction in pay, demotion, or dismissal.

C. Persons Authorized to Initiate Disciplinary Action:

Discipline may be initiated by those authorized in the City Personnel Rules.

D. Definitions:

1. Permanent Status: This article shall only apply to employees with permanent status with the City.

2. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.

E. Cause for Disciplinary Action:

Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples can be found in the City Personnel Rules):

a. Misstatement of facts during the hiring process
b. Falsification of an entry on a City document (e.g., time card, expense report)
c. Disclosure of confidential information
d. Insubordination or willful disobedience
e. Incompetence, inefficiency or unsatisfactory job performance
f. Discriminatory, discourteous, or unbecoming behavior
g. Theft, misuse or unauthorized use or possession of City property
h. Dishonesty
i. Misconduct, i.e., any behavior that brings harm or discredit to the City
j. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business
k. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects, or brings discredit to, the City
l. Excessive absence or tardiness
m. Absence without approved leave
n. Violation of a City rule, policy, or procedure
o. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
p. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position

F. Preliminary Notice of Disciplinary Action:

1. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the

employee's official personnel file. If notice is provided by mail, the employee should be deemed to have received notice ten (10) workdays after the date of mailing.

2. The Preliminary Notice shall include:

   a. A statement of the nature of the disciplinary action;
   b. The effective date of the disciplinary action;
   c. A statement of the reasons for the disciplinary action citing the item(s) under Article XII, Section E, General Orders, or the Personnel Rules which have been violated;
   d. Any supporting material or documentation;
   e. A Preliminary Notice of Disciplinary Action shall be valid provided it contains a statement advising the employee of the right to request a Skelly Meeting, the manner and time in which the request for a Skelly Meeting must be made, and the required content of the request for a Skelly Meeting; and
   f. The name and address of the person to whom all written communication regarding this Skelly Meeting [alternatively, matter] shall be sent."

G. Skelly Meeting:

1. An employee who is subject to disciplinary action shall have the right, within five (5) workdays after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Human Resources Director.

2. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

3. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The Skelly Officer will meet with the employee, listen to arguments and receive documents presented by the employee. Within a reasonable time and in writing, the Skelly Officer shall respond to the City, with a copy to the employee and the employee's representative, if applicable. The Skelly Officer may recommend that the City dismiss, modify, or sustain the proposed discipline.

4. If the proposed discipline is sustained or modified by the City after the Skelly Meeting, the disciplinary action shall be implemented. A Final Notice of Disciplinary Action shall be served in the same manner as the Preliminary

Notice of Disciplinary Action, except that the Final Notice of Disciplinary Action shall include a statement advising the employee of the right to appeal the action, the manner and time in which the appeal must be made, the required content of the appeal, and the name and address of the person to whom all written communication regarding the appeal shall be sent.

H. Appeal of Disciplinary Action:

1. Within ten (10) work days after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the Human Resources Director. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.

2. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.

3. Appeals of disciplinary actions to arbitration shall be pursuant to Article XI (Grievance Procedure) of this Agreement, except that on disciplinary appeals:

   a. An appeal of a disciplinary action is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
   b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by FPMA, self-represented, or independent counsel, and the City who may be represented by the Human Resources Department or counsel.
   c. The employee shall be entitled to appear personally at the hearing and produce evidence.
   d. The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties.

ARTICLE XIII – LAYOFF

A. Layoff

When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in the Police Management bargaining

unit, the order in which employees will be laid off within each class affected by the layoff shall be based on seniority as provided in subsection C.

1. Area of Layoff:

   The City shall determine the area(s) and positions in which layoffs may occur, including the identification of the division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, the City will give notice to FPMA prior to implementation of the layoff, and upon request, shall meet with FPMA in good faith regarding the impact of the layoff. Unless agreed otherwise, the following layoff procedure shall be followed:

   a. Employees holding temporary, seasonal, part-time, probationary, or provisional appointments in the class shall be laid off first. Employees serving in a regular part-time position shall be laid off second. Employees who have completed probation (i.e. permanent employees) shall be laid off last. Employees off work on approved leave (workers compensation, disability leave, etc.) who are identified for layoff shall be laid off in the same manner as if the employee was on active duty.

   b. Should it become necessary to lay off permanent employees, the employees laid off shall be those with the least service credit within the identified classifications in the department. f two (2) or more employees in this circumstance possess essentially the same amount of service credit, the Police department shall determine which person shall be laid off.

2. Seniority Defined:

   Seniority shall be defined by the date of the most recent appointment to the classification. Time served as a probationary employee in the class shall be included in determining seniority.

3. Notification:

   Employees to be laid off shall be given final written notification by the City of such action. Whenever possible, such notification shall be given a minimum of thirty (30) calendar days prior to the effective date of the layoff. At its discretion, the City may also issue preliminary written layoff notices.

4. Right to Demote:

Any employee who is scheduled for layoff shall have a right to demote to a class in which the employee formerly held permanent status. Any employee scheduled for layoff in a class outside the bargaining unit shall bump into a class in the bargaining unit if they formerly held permanent status in that class. If there is no authorized position in the class to which the employee would otherwise have a right to demote, then the employee shall be laid off from employment.

The right to demote shall be implemented as follows:

a. If there is only one other lower salaried class in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees in that class, the demoting employee shall be laid off from that class and from employment.

b. If there are two or more lower salaried classes in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees in that class, the above process shall continue until the demoting employee either reaches a class in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee in that class, or the employee is laid off from employment.

c. An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class shall be laid off from that class, and shall have the same right to demote as does any other employee who is laid off.

d. An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.

e. An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

5. Reemployment:

The names of employees laid off in accordance with provisions of this section shall be placed on a reemployment list. Names shall be placed on a reemployment list by classification in order of seniority. A reemployment list will be used to fill vacancies in the classification before any other eligible list that exists for that classification. In the event that a person on layoff declines reemployment to a vacant position in the classification from which the employee was laid off, or cannot be contacted through telephone and certified mail within fifteen (15) working days, such person's name shall be removed from the reemployment list.

A reemployment list will remain in effect for two (2) years unless specifically extended, or sooner if exhausted. Upon reinstatement an employee will be eligible for all benefits acquired by the employee prior to the layoff, including prior Annual Leave accrual rates, health benefits provided in the current FPMA Memorandum of Understanding, retirement tier (as permitted by PERS law) and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement. Rehire shall be subject to successful completion of pertinent psychological, medical, polygraph, and background investigations.

6. Appeals:

Interpretations of the provisions of this section may be appealed through the grievance procedure (Article XI) of this Agreement. Such grievances must be filed within five (5) workdays of final written notification of the proposed layoff. For the purpose of appealing interpretations of this section, grievances shall be filed directly with the City Manager (Step 3 of the grievance procedure). The filing of a grievance shall not prevent the City from implementing the layoff. The reasons or necessity for the layoff shall not be subject to the grievance procedure or appeal.

7. Nothing in this section shall delay or limit the City’s right to lay off employees.

ARTICLE XIV – TERM AND SIGNATURE CLAUSE

A. Term of Agreement:

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective as of January 1, 2026, and shall expire December

31, 2028. Should either party desire to commence the meet and confer process for the next subsequent Memorandum of Understanding, that party shall notify the other in writing no earlier than one hundred twenty (120) calendar days prior to the expiration date of the existing Memorandum of Understanding, and the meet and confer process shall begin no later than ninety (90) calendar days prior to the expiration date of this Agreement.

B. Signature Clause:

The terms and conditions of this Memorandum of Understanding are executed this _____ day of _____, 2025 by the employer-employee representatives whose signatures appear below on behalf of their respective organizations.

CITY OF FOLSOM

Bryan Whitemyer
City Manager

Allison Garcia
Human Resources Director

Gabriela L Cousineau
Sr. Management Analyst, HR

Randy Ulibarri
Interim Police Chief

Vance Piggott
City Representative

FOLSOM POLICE MANAGEMENT ASSOCIATION

Andrew Bates
FPMA Representative

Jeana Marendt
FPMA Representative

Jake Verhalen
FPMA Representative

Approved as to Form:

Steven Wang

	89A	1	2	3	4	5
	Eff 1/1/26	170,394.03	178,913.73	187,859.42	197,252.39	207,115.01
Lieutenant	Eff 1/1/27	179,015.97	187,966.76	197,365.10	207,233.36	217,595.02
	Eff 1/1/28	184,386.44	193,605.77	203,286.06	213,450.36	224,122.88

	91O	1	2	3	4	5
	Eff 1/1/26	191,848.50	201,440.92	211,512.97	222,088.61	233,193.04
Commander	Eff 1/1/27	201,556.03	211,633.83	222,215.52	233,326.30	244,992.61
	Eff 1/1/28	207,602.71	217,982.85	228,881.99	240,326.09	252,342.39