

Memorandum of Understanding

By and between

The Jackson Police Officers Association

and

The City of Jackson

July 01, 2021 through June 30, 2022

Reflective of agreements made since 2017

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Article 1 Purpose

It is the purpose of the Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between the City of Jackson and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment. Henceforth, the term "Association" will refer to the Jackson Police Officers Association and the term "City" will refer to the City of Jackson

Article 2 Recognition

The City recognizes the Association as the exclusive bargaining representative for the purpose of meeting and conferring on matters within the scope of representation for all employees in the classification below:
POLICE OFFICER
POLICE SERGEANT

Article 3 Political Activity

No person employed by the City shall, during his/her working hours, seek election, nomination, or appointment as an officer of a political campaign favoring or opposing any candidate for election, or distribute badges, pamphlets, dodgers or handbills of any kind favoring or opposing any candidate for election or for nomination to any public office. This resolution does not prevent any such officer or employee from becoming or continuing to be a member of a political club or organization, from attending political meeting, or from seeking or accepting election or appointment to a public office during his/her off hours, nor does it prevent the display of campaign advertisement on personal vehicles. Violation of any of the provisions of the Article shall make the employee subject to disciplinary action.

Article 4 No Strike/ No Lockout

It is mutually agreed and understood that during the period this Memorandum of Understanding is in force and effect, the Association will not authorize or engage in any strike or work stoppage. The City agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this agreement.

Article 5 FLSA Compliance

The City shall comply with the provisions of the Fair Labor Standards Act.

Article 6 Severability

If, during the term of this agreement, there exists any applicable law, rule, regulation or order issued by governmental authority other than the City which shall render or restrain compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended and be of no effect thereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a provision of this agreement shall not invalidate any remaining provisions, which shall continue in full force and effect. In the event of such severance of a provision of this agreement, the City and the Association shall, within thirty (30) days of a request by either party, recommence meeting and negotiation upon a replacement, if any, for such severed provision.

Article 7 Nondiscrimination

The provision of this agreement shall be applied, subject to state and federal law, without discrimination because of age, sex, sexual orientation, marital status, race, color, national origin, creed, religion, political affiliation, union activity, or membership or non-membership in any employee organization. The City and the Association shall share jointly the responsibility for application of the above section.

Article 8 Association Security

Every employee covered by this MOU shall, as a condition of employment: (1) become a member of the Association and maintain the employee's membership in the Association in good standing in accordance with its Constitution and Bylaws; or (2) in the alternations, an employee shall tender monthly, an agency or service fee equal to the amount of the monthly dues required of member except that:

An employee of the City in a classification represented by the Association and who, on the date of ratification of this MOU is an employee and is not a member of the Association and who remains an employee continuous after such ratification date, is exempt from the provisions (above paragraph) unless the employee elects to become a member of the Association.

Any employee appointed to any classification out of the bargaining covered by the MOU may withdraw from membership in the Association, and the employee's obligation to pay an agency or service fee shall be suspended for the duration of such period as the individual is working for the City in a job classification not covered by this MOU.

Any employee who is or who becomes a member of the Association and who, as a condition of employment, maintain the employee's membership in the Association in good standing in accordance with its constitution and bylaws.

The City shall deduct from their wages the regular membership dues of employees who are members of the Association or agency fees of other employees provided in the paragraph, not exempted by the provisions of the two double indented paragraphs above, and who individually and voluntarily authorize such a deduction in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

Deductions shall be made from the payroll period each month, and the check for the total deduction shall be submitted to the organization which is determined by the Association within (5) working days of the date the deductions are withheld from the employee's check. The City will notify the Association each

month at the time of the dues' transmittal to the Association, of any changes since the previous dues transmittal and reason thereof.

Article 9 Safety

Both parties of this agreement agree to maintain a safe working environment. No employee shall be disciplined for having refused to work with equipment or under conditions that they believe are unsafe.

Article 10 Probationary Period

10.1 Probationary Period of Eighteen Months

A regular employee shall be required to serve a probationary period eighteen (18) months from the date of employment or promotion. On completion of probation, such employee shall be granted regular full-time status. The 18-month probationary period may be extended up to six (6) additional months by mutual agreement of the Chief of Police and the employee.

10.2 Probationary Employees

During the probationary period, employees shall receive performance evaluations provided in Article 11. During probation, each employee should receive close supervision, instruction, review of work, training, and any other guidance that is supportive of the employee's opportunity for success on the job.

10.3 New Probationary Employees; Termination During Probationary Period

A new probationary employee may be terminated for failure to perform satisfactorily his or her duties during the probationary period.

10.4 Promoted Probationary Employees: Return to Previous Position During Probationary Period.

A promoted probationary employee may be returned to his/her previous position at any time during the probationary period for failure to perform satisfactorily his or her duties during the probationary period. A promoted probationary employee may not be terminated from employment for failing to satisfactorily complete his/her probationary period but may be terminated for just and sufficient cause as set forth in Article 17.

10.5 Notice of Return to Previous Position

A promoted probationary employee who is returned to his/her previous position shall be given written notice of said action.

Article 11 Procedures for the Evaluation of Employees.

11.1 Purpose of Evaluation

The preparation and use of employee evaluations are intended for the mutual benefit of the City and its employees. Employee evaluation should be used (a) to identify the evaluators expectations for the employee's job performance, (b) to acknowledge above standard performance, (c) to prescribe the means and methods of converting deficiencies to a required level of performance, and (d) to encourage two-way communication between employees and their evaluators as to how to improve the work environment to increase moral and efficiency.

If the probationary employee successfully completes the probationary period at the commencement of the eighteenth month of a probationary employee's probationary period, the Chief of Police shall submit to the City Manager a report of appointment approving or disapproving the probationary employees change of status to probationary to regular full-time. If the probationary employee fails to complete successfully the probationary period, he/she shall be terminated.

11.2 Evaluators

Employees shall be evaluated by a supervisor that has personal knowledge of the job performance of the employee.

Each employee shall be assigned an evaluator for the purpose of education, supervision, and evaluation. The employee shall be informed who will be evaluating him/her.

11.3 Performance Evaluation System

All evaluators shall use the official form mutually agreed upon by the City Manager and the Association. The form shall be made available from and distributed by the Chief of Police.

11.4 Time for Evaluation of Regular Full-Time Employees

Regular full-time employees shall be evaluated at least once per year within a month of the anniversary of their date of hire or promotion and thereafter whenever the Chief of Police perceives the need for such evaluation.

11.5 Completion of Probationary Period

The employee's evaluator shall complete and evaluation of their employee every three months during the probationary period. The final evaluation during the probationary period is to be used to determine whether the employee shall be assigned to regular full-time status, to be assigned an extended probationary period, or to be terminated. Employees receiving an extended probationary period shall continue to receive evaluations for the duration of the extension. After the final evaluation, if retention of the employee is warranted, the Chief of Police shall submit to the City Manager, a report of appointment approving the probationary employees change of status from probationary to full-time.

The City Manager or his designee shall maintain a calendar of all required evaluations and shall notify in writing the Chief of Police no less than 21 calendar days prior to the date when an employee's evaluation is required by the agreement.

Any evaluation, when completed, shall be reviewed with the employee by their evaluator during the employees' working hours without loss of pay or benefits to the employee. No evaluation shall be placed in any employees' personnel or other City record until the evaluation has been reviewed with the evaluated employee. Both the evaluator and the evaluated employee shall sign and date the evaluation. The employees' signature shall not indicate that he/she agrees with the content, conclusions or recommendations of the evaluation, but only that the employee has read the evaluation and has had the opportunity to discuss it with the evaluator.

11.6 Employees Right to Respond

Any employee who wishes to respond to his/her evaluation may use the employee's working hours to make such a written response and the response shall be appended to the evaluation and included in the employee's personnel file. Both the evaluator and the evaluated employee shall sign and date the response. The evaluator shall give a copy of the response to the employee.

Article 12 Promotions, Special Assignment and Temporary Positions.

12.1 Notice to Employee of Open Positions

The Chief of Police or his designee shall notify all current employees of any open position, special assignment, or temporary position. Any employee who is absent from work for any reason shall be contacted and informed of the open position and allowed to participate in the testing procedure.

12.2 Filling of Open Positions

When a promotion, special assignment, or temporary assignment occurs within the Department, both Management and the Association agree to meet and discuss the testing procedure, and applicant requirements to fill the vacancy.

12.3 Temporary Assignments

When an employee is assigned to a temporary assignment with a higher classification, and the assignment is expected to, or lasts more than ten (10) working days, the employee shall be paid for the higher classification in the same current 'step' they are currently receiving.

Article 13 Layoff, Bumping and Recalling

13.1 Layoff of Employees

When deemed necessary and directed by the City Council, a resolution in the City's work force may be initiated due to (1) lack of work, (2) lack of funds, (3) program or organizational changes resulting in a surplus of employees, or elimination of a specific program or service.

Insofar as possible, a reduction in force shall be accomplished by attrition. When it is determined by the City Council that attrition will not provide sufficient relief for the condition warranting a reduction in the number of City employees, the Council may direct a specific layoff by department(s), budget unit, classification/series, in number of employees pursuant to this policy.

Any required reduction in the number of employees shall be in the following order within the same classification and/or classification series within department:

- 13.1.1 Seasonal, temporary and extra-help employees
- 13.1.2 Probationary employees
- 13.1.3 Regular full-time employees

When it is determined by the City Council that a reduction in the number of City employees is required, the City Manager and Chief of Police will prepare a revised departmental allocation list which complies with the limitations imposed by the reduction in force. Such position allocation list shall be reviewed by the City Council at a regularly convened meeting.

Thereafter, by resolution, the City Council will designate by department, the number and classifications of employees to be affected by the layoff, and the effective date of such layoff.

Employees shall be given a written notice of proposed layoff by the Chief of Police at least thirty (30) calendar days prior to the effective date as such action starting (1) the last day of work for the employee, (2) reason for the layoff, (3) re-employment rights, (4) voluntary demotion rights, and (5) appeal procedures. In the appeal, such layoff shall be in accordance with this section, of this Agreement, and shall be limited to the issue of seniority or the application of the procedure under this Agreement. This procedure does not affect the Chief of Police's authority to terminate intermittent, seasonal and extra help employees as dictated by the workload of the department.

A layoff for the purposes of this section is defined as a reduction in the regular work force expected to last more than ten (10) days.

Layoff of regular employees shall occur within their regularly assigned class and within their regularly assigned department and shall be in order of their seniority within their regularly assigned class so that employees with the least within-classification seniority are laid off first.

In the event of ties in seniority, the Chief of Police shall determine the order of layoff. The decision is to be based upon the most recent performance evaluation.

13.2 Bumping Rights

Bumping rights are within the regularly assigned department.

13.3 Bumping to Lower Classification

Regular Employees subject to layoff may bump to a lower class in which they held regular full-time status (past probation) or if their accumulated class seniority is greater than another employee that is not otherwise to subject to layoff and they meet the current qualifications for the position. Employees may also bump into lower position they had not held in the occupational series in which they work if their seniority within the occupational series is greater than that of the employee holding the lower position.

13.4 Part-time/Full-time Bumping

A regular full-time employee may bump a part-time employee.

An employee may accumulate class seniority when bumping to a lower class in which they have attained regular full-time status. The seniority in the higher class will be added to the seniority in the lower class to determine the class seniority for bumping purposes.

13.5 Recall List

Regular employees laid off shall be placed in a recall classification list in order of their seniority so that the employee with the greatest seniority will be recalled first. Recall rights are for a period of two (2) years following layoff.

Employees who have been laid off will be offered any vacant position within their former department at the same or lower class within the occupational series for which they qualify for a period of two (2) years. Such offers will be on the basis of accumulated class seniority.

Upon request, employees who have been laid off will be hired to fill vacancies in any department for the class they occupied or in any class, which they held regular full-time status ad continue to meet class qualifications for a period of two (2) years.

13.6 Recall Rights

An employee who is laid off shall have the following rights for a period of two (2) years following their layoff.

- A. To be rehired to any position which the employee previously held in the department from which the employee was laid off.
- B. The right of recall shall not accrue beyond the date on which the employee declines or fails to respond within five (5) days to an offer of recall from layoff or two (2) years from the date of layoff, whichever occurs first, and upon expiration of such right, such an employee shall be deleted from the recall list.
- C. An employee re-employed within two (2) years following expiration of his/her right of recall from layoff shall be granted restoration of all sick leave available to such employee as of the date of layoff. The period of layoff shall not be considered a break in service for such employee, but his/her seniority shall be reduced by the length of time intervening between the date of expiration or his/her right of recall from layoff and the date of his/her re-employment.

An employee re-employed either prior to or within two (2) years following expiration of his/her right of recall from layoff in a class other than the regular assigned department class from which he/she was laid off, shall be granted restoration of sick leave available to such employee as of the date of his/her layoff. Such employee shall be granted restoration of his/her seniority accrued prior to the date of his/her layoff, or the date of expiration of his/her right of recall from layoff, whichever occurs last, but such restoration shall be granted only for purposes of determining the date upon which such employee shall become eligible for benefits in accordance with the provisions of Article 15???

Article 14 Seniority

Seniority shall be determined by the length of continuous employment within a classification (or series, if applicable), within a department. Time on unpaid leave or suspension shall not be included in calculated

seniority. If the length of service within a classification is the same for two (2) or more employees, seniority shall be determined by the length of continuous paid employment from the original date of hire. At no time will seniority be used as a rank structure within the department, other than during situations identified in the Police Department's policy and procedures manual.

Seniority shall be recognized in the event of:

- Reduction of force
 - Recall
 - Scheduling of vacations
- The rule of seniority shall apply to all regular full-time employees.

Article 15 Disciplinary Actions and Related Actions

A regular full-time employee may be disciplined only for just and sufficient cause. All evidence supporting disciplinary charges must be timely in relation to the incidents which are the basis for the proposed discipline. This does not preclude evidence of prior notice to the employee of similar conduct or prior disciplinary action against that employee.

15.1 Procedure for Providing Notice of Disciplinary Actions

Service of notice of proposed disciplinary action on the affected employee shall be made either in person or by certified mail addressed to the employee's last known mailing address.

If the affected employee can be served neither in person nor by certified mail addressed to the employee's last known address or if for any reason the affected employee refuses or fails to take receipt of the notice, service shall be deemed complete three (3) days after the attempted service.

15.2 Progressive Discipline

The City shall use progressive discipline when the City believes that progressive discipline shall serve the dual purpose of providing both a corrective warning on a penalty to an employee whom the City intends to retain as an employee after the discipline. The City may begin discipline at any level depending on the employee's conduct. Progressive discipline shall not be required when the City believes dismissal to be the appropriate discipline because of an employee's conduct. Progressive discipline shall consist of the following levels:

- Verbal counselling
- Verbal warning
- Written reprimand
- Suspension
- Demotion
- Dismissal

An initiator may discuss with the Police Chief or City Manager the appropriate level of discipline prior to beginning any disciplinary action.

Article 16 Procedure for Resolution of Grievances

16.1 Grievances Defined

Grievance procedures for employees are provided herein:

To promote improved employer-employee relations by establishing grievance procedures on matter for which appeal or hearing is not provided by the regulations.

To afford employees individually or through qualified employee organization a systematic means of obtaining further consideration of problems after every other effort has failed to resolve them through discussion.

To provide those grievances shall be settled as near as possible to the point of origin.

To provide those grievances shall be heard and settled as informally as possible.

16.2 Matters Subject to Grievance Procedures

Any City employee shall have the right to present a grievance regarding wages, salaries, hours and working conditions for which appeal is not provided.

16.3 Grievance Procedure

An employee shall first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor. If after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his supervisor's immediate supervisor, if any. Every effort shall be made to find an acceptable solution by informal means at the most immediate level of supervision.

If an acceptable agreement is not reached the employee shall next attempt to resolve the grievance through discussion with the Chief of Police. If the employee is not in agreement with the decision reached through such discussion, he shall then have the right to file a formal grievance within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Chief of Police.

16.4 Formal Grievance

Formal grievance procedure after exhaustion of the informal procedure shall proceed as follows:

Chief of Police Review. Within forty-five (45) calendar days of when the Grievant could have reasonably known of the event or condition which forms the basis for the grievance, the grievance shall be presented in writing to the Chief of Police who may discuss the grievance with the employee, his/her representative, if any, and with the appropriate persons. The Chief of Police shall render his/her decision and comments in writing then and return them to the employee within fifteen (15) calendar days after receiving the grievance.

If the employee does not agree with the decision reached by the Chief of Police, or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance in writing to the City

Manager. Failure of the employee to take further action within ten (10) calendar days after receipt of the Chief of Police's decision, or within a total of twenty-five (25) calendar days if no decision is rendered, it will constitute withdrawal of the grievance.

City Manager Review. Upon receiving the grievance, the City Manager shall discuss the grievance with the employee, his representative, if any, and with all other appropriate persons. The City Manager may, at his/her sole discretion, within one week of receiving the grievance, refer the grievance to an independent third party for review and/or investigation. The independent third party shall promptly review and/or investigate the grievance and provide written findings and recommendations to the City Manager as quickly as circumstances will allow. Independent third parties, shall include, but shall not be limited to, individuals with experience in contract dispute resolutions, and private or public mediators. Where grievances are reviewed by the City Manager, he/she shall render a decision within one week of the date a written recommendation is received from the reviewing party. In cases where disciplinary actions result in termination of the employee, the employee shall have the right to a public hearing before the City Council.

Evidentiary Hearing Before a Grievance Panel. The employee or the Union may appeal step B decision to a grievance panel comprised of one Union appointee, one City appointee, and a third neutral party selected either by (1) mutual agreement, or (2) from a list of seven provided by the State Mediation and Conciliation Services, in which event the parties shall alternately strike names from the list until one is left.

The arbitrator or other neutral third party shall designate and give notice of the date, time, and place for the hearing on the appeal as soon as possible, but no earlier than ten (10) days after a hearing is requested. The hearing shall, upon request of the employee, be public and informal, but shall be conducted by the arbitrator/neutral third party in the manner he or she deems to be expeditious and full presentation of evidence and arguments of the parties in interest.

The grievance panel shall cause a tape recording to be made of the hearing.

The panel shall have the authority to subpoena witnesses and evidence and shall require that all witnesses give testimony only upon oath or affirmation.

The City shall make available for testimony in connection with this procedure any City employee whose presence is requested by the Grievant, or his/her representative. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits. The panel, by majority vote, shall have sole and exclusive authority to determine the relevancy and materiality of evidence offered. The panel may receive and consider evidence in the form of an affidavit but shall consider any objections made to such evidence. All evidence and arguments to be considered by the panel shall be introduced prior to the close of the hearing.

The panel shall render its decision on the appeal by majority vote immediately following the close of the hearing. Such decision shall be in writing and shall include panel's findings of fact, which shall be conveyed to the parties or their designated representatives. The decision of the panel shall be binding upon the parties.

The cost of hearing for all grievances and appeals shall be borne equally between the parties.

Conduct of Grievance Procedure

The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

The employee may request the assistance of another person of his/her own choosing in preparation and presenting his grievance at any level of review.

Employee shall be free from reprisal from using the grievance procedure.

Article 17 Leaves of Absence; Unauthorized Absences

17.1 Worker's Compensation

An employee absent from duty due to an on-the-job injury or occupational illness shall be deemed to be on Workers' Compensation leave, pursuant to the California Labor Code. An injured employee must complete an injury report from the City of Jackson and the State Employee's claim for Workers' Compensation benefits pursuant to State law.

17.2 Leave of Absence Without Pay

Leave of absence without pay may be granted to workers for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not be unreasonably denied provided adequate advance notice is given. Inability to return to work after an employee's sick leave has been exhausted will be considered as an urgent and substantial reason, and in such cases a leave will be granted. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the Chief of Police.

A leave of absence will commence on and include the first workday on which the employee is absence and terminates with and includes the workday preceding the day the employee returns for work.

All leaves of absence shall be made in writing except when an employee is unable to do so. Upon an employee's return to work after a leave of absence, the employee will be reinstated in the employee's former position and working conditions provided the employee is capable of performing the duties of the former position. However, if there has been a reduction of force or the employee's position has been eliminated during said leave, the employee will be placed in the position the employee would be in had the employee not been on leave of absence.

An employee on unpaid leave of absence as provided herein shall not accrue vacation or sick leave benefits nor receive group insurance benefits. An employee may, however, at the employee's option and expense, maintain the employee's group insurance coverage, provided the full monthly premium is received by the City on or before the first day of the month for which the premium is intended.

Absence under unpaid leave provisions herein shall not be considered a break in service, but all other benefits accruing to an employee under this agreement shall cease to accrue for the duration of any such unpaid leave of absence unless continuation of such benefit accrual is required in accordance with any other section of this agreement dictating such.

An employee holding a regular position may request a leave of absence without pay for any of the following reasons: illness, disability, pregnancy, or injury; to take a course study which will increase the

employee's usefulness on return to his/her position; for personal reasons acceptable to the Chief of Police; attendance at official union functions as an authorized delegate; family care leave.

The above is exclusive of military leave and Workers' Compensation leave.

Employees granted a leave of absence without pay shall exhaust any accumulation of vacation time or compensatory time-off prior to the beginning of leave of absence. Employees requesting a leave of absence due to illness or disability (except pregnancy disability) shall use any accumulated sick leave prior to the requested beginning date of such leave.

An employee on leave of absence without pay due to illness or injury for a period of six (6) months or more shall present a statement by the employee's physician releasing the employee for normal duty prior to returning to work.

17.3 Maternity and Parental Leave

Maternity or pregnancy leave for female employees. Conditions and criteria governing maternity leave shall be consistent with applicable laws. A woman taking maternity or pregnancy leave may use accrued vacation leave and/or sick leave, holiday hours for allowed time off or dovetail those accrued hours with state disability insurance benefits to a maximum of her regular salary.

Parental leave: conditions and criteria governing parental leave shall be consistent with applicable state laws. Employees are granted up to twelve (12) weeks within the first twelve months of a baby's life or within 12 months of placement of an adopted child. The time can be taken all at once or at least in two six-week increments. Any accrued time including compensatory time, holidays, floating holidays, vacation and up to 100 hours of sick leave may be utilized for compensation for parental leave taken. Scheduling of the leave requires approval of the chief of police or his/her designee.

17.4 Leave of Absence for Jury Duty or Testimony on Behalf of City

Any regular employee absent from work for service as a juror or absent from work as a witness in response to a subpoena to testify for the City of Jackson shall be granted paid leave of absence for the time necessary in going to, returning from and serving or appearing in such capacity. Any fees received by the employee for such services or appearance shall be remitted to the City.

The City shall require, prior to and/or following an employee's use of such leave, appropriate verification of the employee's need to be absent from work for service as a juror or for appearance as a witness in response to a subpoena to testify for the City.

Any regular employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss in salary, but any jury fees received by him/her shall be paid forthwith to the City Treasurer to be deposited in the general fund of the City. Employees shall report to work for their regular assigned shift prior to reporting for jury duty or receive prior approval from their department head to report directly to jury duty. Employees released from jury duty during their normal duty hours shall report back to their department.

17.5 Bereavement Leave

A regular employee shall be granted paid leave of absence not to exceed five (5) day on account of death of any member of immediate family which shall include sister, brother, father, mother, in laws, Grandparents, and children of the employee or employee spouse (steps assumed).

Use of bereavement leave shall be charged against the employee's available sick leave unless the member of his/her immediate family who has died is a child, spouse, or parent of the employee, in which case the employee's bereavement leave to a maximum of three (3) days in any calendar year shall not be charged against the employee's available sick leave. Unless expressly electing otherwise, and employee who exhausts her/his available sick leave shall utilize her/his available vacation leave until his/her available vacation leave is exhausted.

Until an employee exhausts sick leave, vacation balances may not be used. To use each special leave, written approval by the Police Chief is required.

Under exceptional circumstances necessitated by distance traveled, up to an additional two (2) days may be authorized by the City Manager.

17.6 Personal Necessity Leave

No more than five (5) days annually of regular full-time employee's available sick leave may be taken for reasons of personal necessity.

Personal necessity shall mean any of the following: An employee being required to attend a member of the employee's immediate family other than minor children due to serious illness or injury. In addition, the time spent in routine or regular examinations or other preventative medicine for the employee or his/her children shall be eligible for personal necessity leave.

Catastrophic destruction of property of the employee.

The verification and approval of personal necessity leave must be obtained prior to the employee's taking said personal necessity leave except in the cases of bone fide emergency, upon which the Chief of Police shall require verification and justification of the use of personal necessity leave following an employee's use thereof. Unjustified use of personal time off may be cause for discipline.

17.7 Leave of Absence for Examination or Interview

Regular full-time employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examinations for City of Jackson employment.

17.8 Military Leave

An employee absent for purposes of a health examination required for the Armed Forces of the United States shall utilize his/her sick leave for such absences. The City shall require, prior to and/or following an employee's use of such leave, appropriate verification that such health examination is scheduled at a time when the employee is required to be working for the City.

Employees shall be granted other paid and unpaid leaves of absence and reinstatement rights following such leaves in accordance with the provisions of the California Military and Veterans Code 389, 395, 395.01, 395.02, 395.03, 395.04, 395.05, 395.1, 395.3, and 395.4m or their successors.

Article 18 Holidays

The following holidays will be observed during the term of this Memorandum of Understanding:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

18.1 Holiday Pay

In the event an employee covered by this agreement is scheduled to begin a work shift on a named holiday, such holiday may be accrued at the actual hours worked and taken off at a time chosen by the employee, subject to the approval of management. All unused holiday time may be paid at the employee's current rate when the employee separates from Department employment.

18.2 Floating Holiday

Each employee covered by this agreement shall be granted twenty-four (24) hours of floating holiday time each July 1st. If the new employee is hired after July 1st, the Floating Holiday shall be pro-rated for the remaining months in the calendar year at the rate of two (2) hours per month.

18.3 A+ Schedules

All employees working an "A+" Schedule will be given the holiday off regardless of the schedule they are working unless it would create overtime or cause another employee who had the holiday off, to fill the position.

Article 19 Vacation

- A. After one year of continuous employment, every employee shall be allowed vacation leave with pay at the rate of eleven (88 hours) working days per year to accumulate at the rate of 7.333 hours per month. After five (5) years of full-time continuous employment, every employee shall be allowed vacation leave with the pay rate at the rate of fifteen working days (120 hours) per year, at the rate of ten (10) hours per month. After ten (10) years of continuous employment, every employee shall be allowed vacation leave with the pay rate of twenty working days (160 hours) per year at the rate of 13.333 hours per month.
- B. Any employee who resigns, retires, or is discharged for any reason, and who has earned vacation time, shall be paid for such vacation time as of the effective date of such resignation, retirement or lay-off in effect when earned.
- C. Employees may accrue a maximum of two years of vacation earnings (i.e., an employee with three years of service may accrue 176 hours, and employee with 8 years of service may accrue 240 hours, etc.) Once the accrual limit is reached, the employee will not accrue additional vacation time until the accrual total is under the maximum amount allowed. This limit shall go

into effect six months after the effective date of the agreement to enable employees to plan time off to comply with the accrual limitations. If due to staffing shortages or other exigent circumstances vacation time cannot be scheduled, the accrual limit will be suspended until such time that vacation can be authorized.

- D. Military reserve duty will not be counted or charged to vacation time unless the employee requests it.

Article 20 Sick Leave

20.1 Sick Leave with Pay

Full-time employees shall be entitled to 96 hours per year sick leave, to be accumulated at a rate of eight hours per month.

Sick leave may be accumulated annually and carried over each year of employment providing that said accumulation shall be used as sick leave only.

20.2 Use of Sick Leave

When any person takes sick leave for period of more than five (5) successive work days, he/she shall not be entitled to pay for any such sick leave so taken, unless he/she has filed with the Personnel Office a certificate dated and approved by his/her immediate supervisor, and signed by a medical doctor licensed to practice in California, stating that said person during the period was unable to work by reason of the stated physical or mental illness or disability.

For members of this unit, at the expiration of Benefits derived from Labor Code Section (LCS) 4850, they may be entitled to Workers' Compensation benefits, sick leave shall be paid on a percentage basis supplementing the Workers' Compensation benefits, sick leave shall be paid on a percentage basis supplementing the Workers' Compensation benefits, whereby the employee will receive in the aggregate no more than one hundred (100%) percent of his gross yearly or monthly salary.

Sick Leave is hereby extended to include sick leave for illness or death in the immediate family. The immediate family includes mother, father, spouse or child. A maximum of three (3) days may be taken for maternity of spouse.

20.3 Unused Sick Leave Towards Retirement

The City will amend its contract with PERS to allow for a day for day addition of unused sick leave towards longevity for retirement calculation. This is conditioned on the PERS amendment being a no cost item to the City.

Article 21 Sick Leave Bank Program

Employees covered by this MOU may voluntarily donate sick leave hours to the sick leave bank for persons who have exhausted their accrued sick leave and whose other accrued paid hours are below respective cap for each category (i.e., compensatory time hours are below 120 hours; vacation are below two years of vacation earnings, etc. Such a donated leave time may be used to cover an employee's

absence due to a catastrophic non-industrial illness or injury to the employee. Catastrophic illness or injury is one that has totally incapacitated to the employee from work. The following guidelines shall govern:

- A. Only full-time regular or probationary employees who are covered by this MOU are eligible to donate or utilize hours donated to the Sick Leave Bank Program.
- B. At the program start-up, employees may donate up to a maximum of forty hours to the sick leave bank. Thereafter, employees may donate a maximum of eight hours each June and December (total of sixteen hours per year) in increments of one hours or more. Emergency donation periods may be authorized by the City Manager. Donations are irrevocable and will not be returned to the employee under any circumstances. Donations will not be made to specific employees but will be made to the Sick Leave Bank for use by any employee determined eligible to participate.
- C. An employee, his/her representative, or the employee's family member must request in writing, through the Chief of Police to the City Manager, the employee's participation and provide appropriate verification of illness or injury as determined by the City Manager. The City Manager will then determine the employee's eligibility to receive donations based upon the definition provided above and notify the Finance Office.
- D. The employee using donated sick leave time shall continue to accrue all benefits as if using his/her regular sick leave accrual. Any vacation, sick leave or holiday hours earned while using donated sick leave hours shall be automatically deducted to offset sick leave bank hours.
- E. An employee may only use donated sick leave hours during the time following exhaustion of all the employee's accrued leave hours and the beginning of coverage under the Long-Term Disability Plan (90 days from the date of occurrence).

Article 22 Hours of Work, Rest Time, Overtime, Call Out, Call Back, Compensatory Time Off, Holiday Pay

22..1 Workday, Workweek, Work Period

- A. For full time employees of this agreement, the normal workday shall be ten (10) hours. The normal work period shall start at 12:01AM Saturday and end 7 days later at 12:00PM Friday. Deviations from this schedule shall be subject to the meet and confer process between the City and the Association to discuss the impact of alternate schedules on leave hours, overtime and other issues related to hours, wages and working conditions.
- B. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the City.
- C. The parties agree to invoke the applicable provisions relating to flexibility of the City to allow employees to work a 10-hour shift without special overtime consideration as outlined in the FLSA and California Labor Code. The MOU will serve as agreement to meet compliance with the FLSA requirement.

- D. It is understood rest periods and lunch breaks will be included within the workday and will be taken as the officers' duties permit. Rest periods that are not taken shall be waived and employees shall not accrue any rights or overtime for rest periods not taken.
- E. Sergeants and Investigators will be on the "A+" schedule, which will be their normal scheduled working hours, but will include any holiday as time off, regardless of the total hours worked for that day.
- F. An employee who is on "A+" schedule, and chooses to work the holiday, will not be compensated at an overtime rate.
- G. Other schedules will be determined based on assignments.
- H. Management reserves the right to modify any work schedule due to exigent circumstance. The reduction of overtime shall not be considered an exigent circumstance.

Note: The 10-hour shift will be implemented upon the Police Department achieving full staffing.

22.2 Overtime

Overtime is defined as assigned and authorized time worked beyond the established forty (40) hour work period, or ten (10) hour workdays.

For purposes of computing the number of hours worked, time during which an employee is excused from work because of a holiday, vacation, sick leave, or authorized compensatory time off shall be considered as time worked by the employee.

Compensation for assigned and authorized overtime worked in excess of forty (40) hours in a one-week period, or ten (10) hours in a workday, shall be paid at a rate equivalent to one and one-half (1½) times the straight time hourly rate.

22.3 Court Overtime / Callout / Call Back

A. Court Time

Court time shall be defined as the time which any member of the unit who is subpoenaed to appear in court at any time other than such time of the member's regular work schedule. Any member who reports to court, on court time as defined above, shall receive a minimum of four (4) hours pay at a rate of pay equivalent to one and one half (1½) times the straight time hourly rate, whichever is greater. The City will pay a minimum of three (3) hours overtime for telephone standby for court, or cancellation of a court appearance within 24 hours prior to the scheduled court appearance. Employees who report for court shall be eligible for the four (4) hour minimum and shall not be eligible to receive in addition the four (4) hours of overtime for court telephone standby or less than 24-hour Court cancellation.

B. Call Out

Call out pay shall be received by members of this unit for any extra duty, or other emergency as required by the City, and shall be paid at a minimum of two (2) hours at the rate of one and one half (1½) time the straight time hourly rate.

C. Call Back

Call back is that time when a member of this unit is called back to the Police Department to correct a report, or for any error, omission, or oversight of the part of the employee. Such time shall be payable at the regular overtime rate for hours actually worked and with no minimum amount payable.

22.4 Compensatory Time Off

- A. Member of the unit who work over forty (40) hours in a work period or ten (10) hours per day may be given compensatory time off (CTO), at the rate of one and one half (1½) times the employee's regularly hours rate, in lieu of cash at the option of the employee.
- B. The maximum CTO hours and employee may accrue is one hundred seventy-three (173) hours. Any member of this unit having more than one-hundred seventy-three (173) hours of CTO currently accrued, shall be allowed to utilize that CTO time until his/her accrued CTO time is down to one hundred seventy-three (173) hours as mutually agreed by the Chief of Police, or that member shall be allowed to be paid for such time at the prevailing rate.
- C. Employees who have reached the cap of one hundred seventy-three (173) hours CTO will be allowed to accumulate above one hundred seventy-three (173) at the discretion of the Chief of Police. The City shall have the right to pay employees for all CTO hours in excess of one hundred seventy-three (173) hours on a monthly basis.

22.5 Shift Change

All employees shall be given two (2) weeks' notice prior to normally scheduled shift changes. The two-week notice shall not apply during an emergency situation, as determined by the Chief of Police, his designee, or the City Manager. The reduction of overtime will not constitute an emergency.

Article 23 Health Insurance Benefits

The parties agree to maintain the City paid insurance benefits and levels of overage, which were in place upon ratification of the contract. This shall include dental, medical, life, and vision coverage. The employer contribution toward medical insurance benefits shall be a maximum of the PERS Plan PORAC Insurance Premium for 3+ Party coverage.

If the medical insurance benefits selected by an employee leave a position differential between the employer health benefit contribution and actual benefit cost, employees with less than full family coverage are entitled to deferred compensation. If no insurance is taken, the employee is eligible for \$487 per month effective July 1, 2021, and \$499/month effective July 1, 2022, if single coverage the deferred compensation allowance is \$359 effective July 1, 2021 and \$368 effective July 1, 2022, and if the insurance coverage is employee plus one dependent, the deferred compensation allowance is \$205 per month effective July 1, 2021 and \$210 effective July 1, 2022.

Life, Long-Term and Short-Term disability coverage in effect July 1, 2005, shall be maintained for the term of this contract.

Employee shall be eligible for reimbursement of up to \$300 per calendar year for medical insurance deductible costs paid by the employee upon submitting a claim for same and providing proof of meeting the yearly deductibles. Fifty percent (50%) of the deductible paid by the employee is reimbursable until the employee meets the \$500 deductible level, then the full \$300 may be claimed by the employee.

23.1 Retiree Medical

The City shall pay a health benefit allowance to all retirees. The amount of this medical insurance contribution directly to PERS Health Care shall be \$275 per month. This amount shall increase to \$310 per month on January 1, 2017, and \$350 per month on June 1, 2017. Employees are not required to have medical insurance through the PERS plan to receive this allowance.

Article 24 Salary Increase / Wage Adjustments

24.1 Calculation of Salary Increased

Effective July 1, 2021, employees covered by the MOU receive a 5% COLA salary increase. Effective January 1, 2023, employees covered by the MOU received a 5% COLA salary increase.

Effective July 1, 2021, the following 6 step scales are amended as follows:

Police Officer	1	\$4,161/mo	Police Sergeant	1	\$5,578/mo
	2	\$4,369		2	\$5,857
	3	\$4,587		3	\$6,149
	4	\$4,816		4	\$6,458
	5	\$5,057		5	\$6,780
	6	\$5,310		6	\$7,119

Effective July 1, 2023, the following step scales are as follows:

Police Officer	1	\$4,369/mo	Police Sergeant	1	\$5,857/mo
	2	\$4,587		2	\$6,150
	3	\$4,816		3	\$6,456
	4	\$5,057		4	\$6,781
	5	\$5,310		5	\$7,119
	6	\$5,576		6	\$7,475

24.2 Eligibility for Step Advancement / Increase in Salaries

Employees shall be considered eligible for increases in salaries according to the following schedule, on the basis of merit only.

- A. Step one shall be paid upon initial employment, except in the event an employee entering City employment is found to possess extraordinary qualifications for a position through former training and/or experience, the City Manager may authorize the employment at a higher step of the appropriate range.

- B. Step two may be paid upon satisfactory completion of six months service in step one or at the successful completion of the eighteen months probationary period.
- C. Step three may be paid upon satisfactory completion of twelve months service in step two.
- D. Step four may be paid upon satisfactory completion of twelve months service in step three.
- E. Step five may be paid upon satisfactory completion of twelve months service in step four.
- F. Step Six may be paid upon satisfactory completion of twelve-month service in step five.
Note: step six created in following the execution of PERS cost-sharing agreement in March 2018.
- G. In July 15 2018, all classic members received a one-time lump sum stipend equivalent to a 5% increase of their overtime pays for the period of July 1, 2017 to June 30, 2018 as result of the PERS cost sharing agreement (see Article 25).

An increase in steps shall be upon completion of the periods of service outlined herein upon recommendation of the Chief of Police and with approval of the City Manager. These time requirements may be waived by the City Manager for employees who show their value to the City to be worth a higher salary. Increases in steps shall be withheld in case of inferior work, lack of application, or indifferent attitude.

Any employee may be reduced to a lower step within the pay range, upon the recommendation of the Chief of Police, in cases where the quality and manner of performance of service do not justify the pay being received. Documentation of poor performance is required to justify any reduction in the pay scale.

24.3 Pay Adjustment for Supervisors

Employees promoted from Officer to Sergeant shall receive a base salary pay increase at least five percent (5%), The Sergeant pay scale will be a six-step pay scale. This change shall be adjusted upon ratification of this contract.

24.4 Police Investigator

The position of Police Investigator will receive an additional five percent (5%) increase in their base salary.

24.5 P.O.S.T. Certificates and/or College Degrees

An employee who possesses an Intermediate P.O.S.T certificate or an A.A./A.S. Degree shall receive an additional five percent (5%) of their base pay, and an additional five percent (5%) of their base pay of an Advanced P.O.S.T. Certificate or B.A./B.S. Degree (10% per month maximum).

24.6 Longevity Pay

Effective July 1, 2014, employees with 10 years of continuous full-time service with the City of Jackson shall be eligible for an additional 2.5% salary. Employees with 15 years of continuous full-time service with the City of Jackson shall be eligible for an additional 2.5% salary (total 5% longevity pay). In order to remain eligible for longevity pay, the employee must not receive an overall performance evaluation of "Fails to Meet Standards." If a "Fails to Meet Standards" rating is received, all longevity pay for the

employee will be suspended until the rating is improved above this level. A re-evaluation will take place three (3) months later to provide an opportunity to improve the rating.

24.7 FTO Pay

Officers assigned as a Field Training Officer shall be appointed a designated assignment at the discretion of the Chief of Police. Officers assigned as a Field Training Officer shall receive a pay differential of five percent (5%) for all hours worked while assigned to train another Officer. Any Officer assigned another shift to perform the duties of an FTO shall receive five percent (5%) pay differential for the duration of the assignment. Any such reassignment shall be made pursuant to the current operating procedure.

24.8 Bi-Lingual Pay

Officer certified by the Chief of Police shall be paid a five percent (5%) Bi-Lingual Pay Incentive, based on their current salary.

24.9 Short Staffing Incentive Pay

A total of six (6) patrol/two (2) sergeants are appropriated to the police department. When a vacancy of a patrol position occurs, the employees represented by this MOU shall receive \$200 per month until the vacancy is filled and capable of working his/her own shift. The employee receiving the training ("trainee") is not eligible for the short staffing pay. If the eligible employee works less than eighty-seven (87) regular hours (no vacation, sick, maternal, paternal, etc.) during the pay period, then the employee will receive no short staffing incentive.

The short staffing pay is a temporary incentive and is not intended to continue longer than a year or 12 months. If the short staffing pay is expected to continue after 6 months, at the beginning of the 7th month, POA and the city management shall meet and confer to decide its continuance. The incentive will continue until POA and city reach an agreement.

24.10 Shift Differential Pay

Effective July 01, 2021, all full-time employees with exception to "trainee" officers who work between 2000 hour to 0600 hours are eligible for a shift differential pay of \$1.35/hour. Parties agree to the following implementation details:

The differential pay period covers the graveyard shift (which begins at 2000 hours and ends at 0600 hours) and a portion of the swing shift hours from 2000 to 0600 hours. Swing shift normally runs from 1500 hours to 0100 hours; for the purpose of earning the shift differential pay, only the hours worked between 2000 to 0600 are calculated for swing shift employees. Should employees work overtime due to unforeseen reasons, the differential pay does not apply to those overtime hours.

Article 25 Retirement Benefits / Deferred Compensation Program

A. The City agrees to continue to participate in the Public Employees Retirement System (PERS) at the current three percent (3%) @ 50 program for employees hired prior to January 1, 2013. Employees hired after January 1, 2013, shall be enrolled in the two point seven percent (2.7%) @57 PERS PEPRA plan. For employees hired prior to January 1, 2013, the City agrees to pay two and a half percent (2.5%) of the employees' contribution to the PERS program, then January 1, 2017, this amount shall be two percent (2%).

A1. In response to CalPERS Pension Reform Act, Jackson POA supports contribution cost sharing with the City. Effective July 1, 2018, all Classic members began to contribute at a rate of 12% (as July 1, 2019, city share for police classic PERS plan is 17.77%).

A2. The cost sharing shall continue beyond the expiration of this MOU and shall constitute the status quo for all purposes until changed by mutual agreement of the parties or as allowed by law.

A3. Employee contributions shall be made on a pretax basis as allowed by law.

B. Employees will be eligible to participate in the ICMA-RC deferred compensation 457 plan. The City will match dollar for dollar up to \$150 per month for each employee opting to participate in this program.

Article 26 Employee Uniforms

26.1 New Employees

The City agrees to provide new employees with the following:

3 x Class "A" uniform shirts (2 short sleeve shirts, 1 long sleeve)

3 x Class "A" uniform pants

1 x Class "A" field jacket

1 x Ballistic Vest

1 x Shoes or Boots

* All necessary safety equipment (Holster, weapon, baton, etc.)

** The above equipment, along with any other equipment issued by the City, will remain the property of the City. Upon separation of employment, the employee shall return any and all City property to the City. In the event the property is damaged or in any way unusable, it will be the sole responsibility of the employee to either replace or compensate the City for the property.

*** All current equipment and uniforms owned by the employees will be covered under this agreement for replacement only.

26.2 Uniform Maintenance

The City agrees to replace any item that is damaged / worn out through proper use.

The City will provide laundry services through Jackson Cleaners, who will provide "pick-up and delivery" every Monday and Thursday. The cost to clean the items will be \$4.00 per uniform (pant/shirt).

Employees will be allowed to clean up to three uniforms per week.

Article 27 Management's Rights

- A. Except to the extent that the rights, powers, and authority of the City are specifically limited by the provisions of this memorandum of Understanding, the City retains all rights, powers, and authority granted to it. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy which include among others: The exclusive right to: determine the mission of its constituent departments, commissions and boards; set standards of services; determine the procedures and standards for selection for employment, direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.
- B. This agreement is not intended to, nor may it be construed to modify the provisions of the Municipal Code relating to Civil Service or personnel administration. The City shall continue to exercise authority over classification of jobs and procedures and standards of selection for employment and promotion.

Article 28 Past Practices

All past practices in effect on July 1, 2002, shall remain in place for the duration of this agreement. However, the parties may amend any past practice by mutual agreement.

Article 29 Education Reimbursement

The City agrees to reimburse each employee for education expenses up to a maximum of \$1,500 per calendar year. This is subject to successful completion of the educational course, and may be used for tuition and educational supplies, computer Internet courses, or other related items, and will be paid upon proof of successful completion. Courses eligible for reimbursement must be directly related to police science, administration of justice, or for general education courses required for an Associate Arts or Bachelor's Degree, or other courses related to performance of police duties at the discretion of the Chief of Police.

Article 30 Direct Deposit

The City agrees to provide Direct Deposit of employee's salaries within sixty (60) days of the implementation of the MOU, to the financial institution of their choice. This will result in cost savings to the City.

Article 31 P.O.S.T. Training Reimbursement

Employees under this agreement will be provided reimbursement for P.O.S.T. training at the following rates:

Breakfast \$15 per day
Lunch \$20 per day
Dinner \$25 per day

Alcoholic beverages are *not* allowed.

Mileage Reimbursed at the current IRS rate

The above rates include gratuity and incidental expenses. Personal portion of the trip are not reimbursable.

To be eligible for training reimbursement, employee must obtain authorization from the chief of police before attending the training. The appropriate amount of check to cover the meals will be issued upon receipt of the request. When meals are included in the training, employees are required to refund city.

Article 32 Police Policy and Procedure Manual

It is agreed that items covered in this MOU will supersede anything in the Police Manual. It is further agreed that if any items become an issue, both Parties agree to meet and resolve any discrepancies.

Article 33 Term, Witness and Signatures

33.1 Term of the Agreement

Except as otherwise provided herein, the provisions of this Agreement shall become effective on July 31, 2021 and shall remain in effect through June 30, 2022. Thereafter, the provisions of this Agreement shall remain in effect year by year unless the City or the Association notifies the other not later than May 1, 2022, of its request to modify, amend, or terminate the Agreement. Both parties agree to meet and confer in February 2022 to evaluate possible amendments depending on the City's mid-year budget review.

City of Jackson

By:



Bob Stimpson, Mayor




Yvonne Kimball, City Manager

9.30.2021

Jackson Police Officers Association

By:



Tizok Del Rio, President JPOA



Jose Arcevalos, Vice President JPOA