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AGREEMENT

BETWEEN

CITRUS HEIGHTS POLICE OFFICERS ASSOCIATION

AND

CITY OF CITRUS HEIGHTS

July 1, 2026 through June 30, 2028

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Article 1 Introductory Clauses

Section 1.1 Preamble

This Agreement (Agreement) is entered into between the City of Citrus Heights (City) and the Citrus Heights Police Officer's Association (CHPOA). It is the intent and purpose of this Agreement to assure harmonious labor relations between the parties hereto, to provide an equitable and peaceful process of resolving differences which may arise, and to establish rates of pay, wages, hours of employment and other conditions of employment.

Section 1.2 Personnel Rules

The City personnel rules, regulations and/or policies of the Citrus Heights Police Department (CHPD), which are not in conflict with this Agreement, will remain in effect unless modified after applicable process. No employee shall suffer any loss of wages, hours or conditions of employment by reason of signing this agreement.

Article 2 Recognition

Section 2.1 Definition of Bargaining Unit

Pursuant to the Meyers-Milias-Brown Act, the City of Citrus Heights recognizes the Citrus Heights Police Officers Association (CHPOA) as the sole and exclusive representative for all employees in the classifications of Police Officer and Police Sergeant.

Section 2.2 Creation of New Classifications

If the City creates a new sworn job classification in the Police Department that the City intends to add to the bargaining unit, the City shall forward the new job class description and proposed wage to the CHPOA for review. The City agrees to meet and confer with the CHPOA, if requested, regarding compensation and benefits for the new classification.

Article 3 Association Security

Section 3.1 Association Dues Deduction

The City agrees to deduct from the paychecks of employees giving written authorization, CHPOA dues in an amount to be determined annually by the CHPOA every two weeks for a maximum of 24 deductions per year.

The City will directly deposit said dues into a bank account of the CHPOA's choosing within five (5) business days of each regular paycheck. The CHPOA agrees to have any fees associated with the direct deposit deducted from each direct deposit.

Section 3.2 Nondiscrimination for Association Activity

There shall be no discrimination, interference, restraint, or coercion by the City, or any City representative against any member because of Association membership.

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Section 3.3 Noncompetition with the CHPOA

The City agrees there will be no aid, promotion or financing of any labor organizations which purport to represent the employees in this bargaining unit and that any such activities on the part of the City or its agents is prohibited unless permitted under the Meyers-Milias-Brown Act or the City's Employer/Employee Relations Policy.

Article 4 Employer Security

Neither the CHPOA nor any represented employee shall participate in any unlawful concerted labor activity. During the term of this Agreement, no work slowdown, picket, sympathy strike, blue flu or boycott shall be initiated, participated in, supported, or condoned by the Association. Violation of this section of the agreement shall be grounds for discipline.

Article 5 Management Rights

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California, and of the United States, including but not limiting the generality of the foregoing, the right:

- To set standards and levels of service;
- To determine the procedures and standards of selection for employment;
- To assign work to and direct its employees;
- To determine the methods and means to relieve its employees from duty because of lack of funds or other lawful reasons;
- To determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on workload and safety and any other matter within the scope of representation;
- To determine methods of financing;
- To determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;
- To make all decisions relating to merit, necessity or organization of City service;
- To discharge, suspend, demote, reprimand, or otherwise discipline employees for just cause in accordance with applicable laws;
- To establish employee performance standards including, but not limited to, quality and standards, and to require compliance therewith;
- To take necessary actions to carry out its mission in emergencies; and
- To exercise complete control and discretion over its organization and the technology of performing its work.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum and then only to the extent such specific and express

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terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

Nothing herein shall be deemed as a waiver by the Citrus Heights Police Officer's Association or its Members of rights granted under Meyers-Milias-Brown Act (Government Code Sections 3500-3511, as amended) or the Police Officer's Bill of Rights.

Article 6 Delivery of Police Services

Section 6.1 Delivery of Police Services

The delivery of police services in the most efficient and effective manner is of mutual importance and interest to both the CHPOA and the City. Work procedures, schedules, and assignments for improving services shall be established and revised from time to time in accordance with this agreement.

Section 6.2 Vehicle Readiness

Officers shall be afforded an opportunity to ready vehicles as follows:
Briefings will start on time and officers will be present in briefing in uniform (or fitness if assigned). On the first and subsequent shifts of their workweek, officers will be allowed ten (10) minutes to set up and prepare their assigned patrol vehicle. Officers will then return to roll call for the continuation of the shift briefing. Due to the emergency nature of police work, supervisors may cancel roll call and/or vehicle readiness for officer and/or community safety reasons.

Article 7 Work Rules – Existing Benefits

Section 7.1 Maintenance of Benefits

Unless specifically provided for in this MOU, nothing in this MOU should be deemed to have eliminated or superseded a benefit in an existing policy, rule or binding past practice.

Section 7.2 Primacy of Agreement

The terms and conditions of this Agreement shall control over ordinances and resolutions of the governing body of the City where there is a conflict with a provision of this Agreement.

Article 8 Association Business and Meetings

Section 8.1 Association Meetings

The City will allow elected CHPOA Board Members who are scheduled to work during predetermined Board and Membership meetings release time to attend scheduled Board and Membership meetings, with at least thirty (30) days prior notice to the City, for up to one (1) hour per month, except in cases of emergency, where the staffing impact would not permit the

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Police Department to operate safely or if the meeting conflicts with Department mandated training. On-duty personnel are required to monitor radio and respond in the event of an emergency.

Section 8.2 Release Time for Internal Affairs Interviews and Grievances

The City will allow CHPOA Board Members and shop stewards adequate release time to represent members during internal affairs interviews and grievance meetings while on duty except in cases of emergency where the staffing impact would not permit the Police Department to operate safely. This provision applies to one representative per involved member. Employees will not receive pay for off-duty time spent performing these Association representative duties.

Section 8.3 Time off for Association Training and Conferences

The City will allow CHPOA Board members to utilize their accrued time off to attend Association training, and conferences of state/national law enforcement associations, under the same terms and conditions required for all other time-off requests.

Section 8.4 Management Labor Meetings

Employees who would otherwise be working their assigned shift shall be released from their regular duties to attend meet and confer, negotiation and other labor-management meetings, and will be paid for this time during their assigned shift as if they were performing their regular duties. The intent of this section is not to create overtime for any CHPOA member. This article is not subject to grievance.

Section 8.5 List of CHPOA Board Members/Stewards

On January 1st of each year, the CHPOA shall provide the City with a list of the elected Board members of the CHPOA, and any members who are assigned as shop stewards. The CHPOA may update this list as new members are appointed to the Board or to steward positions.

Section 8.6 Association Communication

The City shall provide a location in the Department where a bulletin board may be placed at CHPOA expense to post association business documents. The City shall allow the use of the internal email system for notices of meetings. The City shall allow the use of any City facility that the public may use for the holding of association meetings, with the same reservation and use requirements.

Article 9 Members Rights

Section 9.1 Peace Officers Rights

The City and the CHPOA will both adhere to the rights provided to peace officers under Government Code Section 3300-3312, the Public Safety Officers Procedural Bill of Rights Act (POBR).

Section 9.2 Presumption of Innocence

All CHPOA represented employees shall be treated fairly and equitably during internal investigations. CHPOA represented employees will be presumed innocent of all allegations until

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proven otherwise. This article shall not be interpreted to be related to the application of administrative leave by the Department. This article is not subject to grievance.

Article 10 Discipline

Section 10.1 Procedure

Disciplinary matters will be handled in accordance with CHPD Policy Manual.

Section 10.2 Disciplinary Appeal – Major Discipline

When major discipline action, as defined in Citrus Heights Personnel Rules and Regulations §6.4, has been taken, the employee shall continue to have the right to appeal. All matters will be referred to the Office of Administrative Hearings in Sacramento, California. An Administrative Law Judge (ALJ) will be the hearing officer and will prepare an advisory recommendation following the evidentiary hearing. The written advisory recommendation will be sent to each party. The parties will have the opportunity to meet following receipt of the advisory recommendation. The parties may enter into a settlement agreement prior to the advisory recommendation being sent to the City Manager for final ruling. The City Manager shall send his/her final decision of written findings and decision, along with a proof of service of mailing, to each of the parties and each of the parties' representatives within twenty (20) working days of the receipt of the ALJ's recommendation.

The City shall bear the cost of the Administrative Law Judge and facility. The transcription costs shall be borne by the party requesting the transcription or may be shared if mutually agreed upon. Each party shall be responsible for their own costs associated with expert testimony or other costs associated with the presentation of their case.

The City Manager's decision shall be final, subject only to review by a judicial administrative writ of mandamus action.

Section 10.3 Internal Affairs (IA)

The Chief of Police shall designate an investigator to conduct internal affairs investigations. The investigation shall be completed in the most expeditious manner possible. Should the investigation not be completed within thirty (30) calendar days following the date the respondent is interviewed as part of the investigation, the Department should provide a status update to the respondent. In the event a notification is not made, the respondent may contact the Professional Standards & Training Lieutenant or Sergeant and shall receive a status update.

Section 10.4 Probationary Release

Any CHPOA represented employee released from probation may request a Lubey/Liberty Interest hearing with the Chief of Police or his/her designee, as required by law, if the discharge seriously affects the employee's ability to find comparable employment elsewhere. A liberty interest is implied where: (1) there is a stigmatization charge; (2) the employee denies the charge or contests its accuracy; and (3) there is a public disclosure of the charge. The purpose of the hearing is to provide the discharged employee with an opportunity to clear his or her name.

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Article 11 Salary

Section 11.1 Rate of Pay

Base Rate of Pay - Base rate of pay shall be defined as the base hourly rate of pay that an employee receives in the salary range.

Regular Rate of Pay - Regular rate of pay shall be as defined by the Fair Labor Standards Act, i.e. as the employee's base hourly rate of pay, plus all incentive and specialty pays earned on a recurring basis and converted to an hourly rate.

Section 11.2 Overtime

Overtime shall be paid under this MOU for any hours worked outside an employee's prescheduled hours. Part-time employees shall be eligible for overtime for any hours worked over forty (40) in a workweek. Overtime shall be paid at 1.5 times the employee's base rate of pay.

FLSA overtime is hours actually worked over the applicable FLSA threshold under Section 207(k) of the FLSA. Despite the City's agreement to pay overtime under the MOU for hours worked outside an employee's prescheduled hours, the threshold for FLSA overtime for all sworn employees remains hours actually worked beyond 171 hours during the applicable 28-day work period.

Section 11.3 Salary Administration

Effective July 12, 2026 or the first full pay period after adoption of this Memorandum of Understanding, whichever is later, the City agrees to the following modifications to employee salaries:

1. A one and seventy-seventh hundredths' percent (1.77%) market equity adjustment for Police Officers;

2. A one and eight hundredths' percent (1.08%) market equity adjustment for Police Sergeants; and

3. A three and eight tenths' percent (3.8%) cost of living adjustment (COLA) for all represented classifications.

   Note: Equity will be applied 1st, then COLA.

Effective the first full pay period after July 1, 2027:

1. Cost of living adjustment between two and three percent (2-3%) based on April 12-month CPI-U San Francisco/San Jose/Hayward for all members.

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Article 12 Seniority

Section 12.1 Seniority Defined/Purpose

Seniority is defined as an employee's date of hire into the classification of police officer or sergeant with the City. Seniority will be used to bid for shifts (e.g., days/swings/graves) in patrol. Patrol officers and sergeants will select their shift for each fiscal year. Shift bids generally occur by the end of April, with the new shifts beginning in late June/early July.

Section 12.2 Seniority for Sabbatical or Annual Leave Selection

Seniority will be used for patrol officers and sergeants to select their annual leave or sabbatical once assigned to their patrol teams for the year. Patrol officers and sergeants may elect to use their seniority for one selection, and then will go to the bottom of the list for the other. Sabbaticals may be rescheduled by the Department in the event of exigent circumstances or staffing related emergencies.

Section 12.3 Seniority Lists

The City will maintain and update a seniority list of all CHPOA members by classification, and provide it semi-annually to the CHPOA. The list will be by hire date by classification. In the event of a tie, the higher seniority is given based on the below in the order as listed:

1. Years of sworn peace officer (as defined in 830.1 PC) experience
2. Years of paid City of Citrus Heights service
3. POST academy graduation date
4. Academy ranking for CHPD recruits

If none of the above are met, seniority will be decided by random drawing.

Section 12.4 Temporary Reassignment

The Chief of Police has the right to make temporary reassignment of employees, not to exceed 90 days, based on Departmental needs. This reassignment is not considered punitive. This article is not subject to grievance.

Article 13 Special Compensation

Section 13.1 Field Training Officer (FTO) Pay

The City reserves the right to determine the need for Field Training Officers (FTOs) and to assign officers to serve as FTOs. FTOs will receive five percent (5%) of the base rate of pay for each hour assigned and worked as an FTO and for the full shift if the officer spent fifty percent (50%) or more of the shift performing FTO duties. This pay does not apply to Senior Lead Officer/Corporals. During a shift holdover, if the overtime is not due to the trainee and/or the trainee is not present during the overtime, the FTO incentive pay shall not be applied to the overtime hours worked.

Section 13.2 Acting Supervisor Pay (Temporary Upgrade Pay)

The City will pay any employee designated by the Department to serve in the capacity of acting supervisor five percent (5%) of the base rate of pay for all hours worked in that capacity.

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Employees serving as an Acting Supervisor will be required to perform all of the duties of the higher classification and will be relieved of all duties of the lower position. This is separate and distinct from out-of-class pay.

Section 13.3 Specialty Assignment Pay

CHPOA bargaining unit employees who are eligible to receive special assignment/incentive pay as identified below shall initially receive additional compensation equal to three percent (3%) of their base pay at the beginning of the pay period of the specialty assignment. Following six months in the special assignment, the employee shall receive additional compensation equal to five percent (5%) of their base pay, effective the beginning of first pay period following six months in the special assignment. Special assignment/incentive pay pursuant to this section is not stackable and may not be compounded based on the number of assignments. Employees cannot receive more than five percent (5%) in special assignment/incentive pay pursuant to this section.

- Detective (Detective Division Premium)
  Police officers and sergeants who are routinely and consistently assigned to the detective/investigations division shall receive detective premium pay. Detective premium pay is designated as special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

- Professional Standards & Training Unit (Police Administrative Officer)
  Rank and File police officers and sergeants who are routinely and consistently assigned to the Professional Standards & Training Unit to provide support for the police chief and command staff in the operation of the police department shall receive police administrative officer premium pay. Police administrative officer premium pay is designated as special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

- Lead Officer/Corporal (Lead Worker/Supervisor Premium)
  Police Corporals who are routinely and consistently assigned to lead other police officers in the performance of their duties and shall receive lead officer/corporal pay. This assignment is not eligible for FTO pay (see section 13.1). Lead worker/supervisory premium pay is designated as special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

- Motorcycle Patrol Officer (Motorcycle Patrol Premium)
  Police officers and sergeants who are routinely and consistently assigned to operate and/or patrol on a motorcycle shall receive motorcycle patrol officer pay. Employees are

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not eligible for this premium until they successfully pass the required training (e.g., POST Basic Motor). Motorcycle patrol premium is designated as special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

- Special Weapons & Tactics Team (Marksmanship Pay)
  Police officers and sergeants who meet department standards as a marksperson shall receive marksperson incentive pay while assigned to SWAT. Employees are not eligible for this premium until they successfully complete required department training and satisfy applicable shooting standards. Marksmanship pay is designated as special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations and/or as defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

The decision to assign and the length of a specialty assignment is at the discretion of the Chief of Police.

Special Assignment Service Differential

If an employee has successfully completed at least one (1) year in one of the above special assignments, the employee is eligible for Special Assignment Service Differential pay equal to five percent (5%) of their base pay when they are not actively assigned to a special assignment. Special Assignment Service Differential pay is not reportable to CalPERS. Upon promotion, eligibility for Special Assignment Service Differential pay will end until the employee successfully completes at least one (1) year in one of the above assignments at the new rank.

Section 13.4 Education Incentive Pay

The City shall pay an education incentive of a maximum of ten percent (10%) of base pay per month calculated as follows:

- 2.5% for AA Degree or equivalent
- 2.5% for Intermediate POST
- 2.5% for BA/BS Degree
- 2.5% for Advanced Post

Section 13.5 Master's Degree Pay

The City shall pay a master's degree incentive in the amount of five percent (5%) of base pay per month.

Section 13.6 Bilingual Pay

The City shall pay a bilingual pay incentive in the amount of $100 per month for employees certified by Human Resources as Spanish or Slavic speaking. The employee is required to pass a proficiency test. The bilingual pay incentive also applies to employees passing a proficiency assessment in American Sign Language. Bilingual pay does not compound.

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Article 14 Court

Section 14.1 Court Standby

Employees shall receive two (2) hours of straight time at the base rate of pay for each day assigned to Court Standby time while off duty. However, the employee shall not be eligible for this standby pay if the employee also reports for a court appearance that day. Standby and Court appearance pay will not be paid for the same court proceeding on the same day. "To Be Notified" status does not qualify for Court Standby pay.

Section 14.2 Court Appearance – Outside of Scheduled Work Hours

Employees required to attend court outside of their scheduled work hours related to actions taken as an employee of the City of Citrus Heights, shall receive the following compensation:

- When an employee is subpoenaed or required by the City to appear in criminal court, traffic court, civil court, or a hearing board in the employee's capacity as a City employee and is not scheduled to be on duty during the time of the appearance, upon report to the court or location of the hearing the employee shall receive a minimum of four (4) hours pay at time and one-half (1.5) the employee's base rate of pay, or the actual amount of time spent in the court, whichever is greater.

- When such court appearance on off-duty time requires the employee to be in attendance before and after the lunch recess, such lunchtime shall be included in determining the employee's court overtime pay.

- When the employee's court appearance is scheduled within two (2) hours at the end of the employee's work hours, the employee will be compensated at the rate of time and one-half the employee's base rate of pay starting at the end of the employee's regular scheduled shift. This time is to be used for court preparation and traveling to court. The four-hour overtime minimum will begin at the end of their regular work hours.

- When the employee's court appearance is scheduled within two (2) hours before the beginning of the employee's regular work hours, the employee will be compensated at the rate of time and one-half the employee's base rate of pay for a minimum of two (2) hours for such court appearance.

- When the employee's court appearance is scheduled more than two (2) hours before the beginning of the employee's regular work hours, the employee will be compensated at the rate of time and one-half the employee's base rate of pay for a minimum of four (4) hours for such court appearance.

- Cancelation of court appearance - when the employee's court appearance gets cancelled the day of court the employee will be compensated at time and one-half for a minimum of three (3) hours.

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Any employee who receives an a.m. subpoena more than four (4) hours prior to a p.m. subpoena, shall receive the applicable minimum overtime for each subpoena, regardless of length of appearance.

Article 15 Call Back Pay

CHPOA members who are required to report for duty other than a scheduled shift, or during their Patrol Mini-Sabbatical, will be compensated four (4) hours at time and one half the base rate of pay. A continuation or extension of a shift, as defined below, is not considered "Call Back" for the purpose of this section.

Shift Continuation: If called to report to their assigned shift 30 minutes or less prior to the beginning of a shift, the employee will be compensated at time and one-half the base rate of pay.

Shift Extensions: Employees will be compensated at time and one-half the base rate of pay for hours worked after the end of their shifts.

Article 16 On-Call Pay

Employees required to remain in an on-call status shall receive one hour of straight time pay for on-duty days and two hours of straight time pay for off-duty days. On-call pay will be paid in addition to applicable call back pay. The decision to assign on-call pay is at the discretion of the Chief of Police.

On-Call duty requires that the employee:

- Be ready to respond to calls for service;
- Be available by phone, email, or radio; and
- Refrain from activities, which might impair the employee's ability to perform their assigned duties.

Article 17 Schedule Changes

The City may change an employee's schedule with seven (7) days' notice, unless an emergency exists that requires schedule change. Non-emergency schedule changes with less than seven (7) days' notice shall result in overtime compensation for the first full shift of the changed schedule. Nothing in this section is meant to prohibit a schedule change as a result of a mutual agreement between the employee and the City.

Due to the unique requirements of officer training, this section will not apply to members until after they have completed the initial Field Training Program for a full-time police officer.

Article 18 Extension of Probation

CHPOA represented employees shall only have their eighteen (18) month probationary period extended due to a time period of longer than thirty (30) days during the member's probation based on a leave of absence or other restricted light duty during which the member was not performing the full regular duties of his/her position - including patrol duties - on a continuous

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basis. In such circumstance, the employee's probationary period will be extended for the same length of time as he/she did not perform the regular duties of the position.

Article 19 Employment of Relatives

Employees are prohibited from directly supervising, occupying a position in the line of supervision, or being directly supervised by any other employee who is a relative or with whom they are involved in a personal or business relationship.

1. If circumstances require that such a supervisor/subordinate relationship exists temporarily, the supervisor shall make every reasonable effort to defer matters involving the involved employee to an uninvolved supervisor.
2. When personnel and circumstances permit, the Department will attempt to make every reasonable effort to avoid placing employees in such supervisor/subordinate situations. The Department however, reserves the right to transfer or reassign any employee to another position within the same classification, or, if necessary, separate an employee, if it deems it necessary to avoid conflicts with any provision of this section.

Article 20 Retirement Benefits

The City contracts with the California Public Employees' Retirement System (CalPERS) for retirement benefits for eligible employees. All employees regardless of hire date, pay the member contribution rate as determined by CalPERS. The retirement formula is determined by an employee's date of hire, classification and status with CalPERS.

CHPOA bargaining unit employees subject to the provisions of the California Public Employees' Pension Reform Act (PEPRA) shall be eligible for the 2.7% @ 57 retirement formula, three-year average compensation method, as defined by the PEPRA legislation.

CHPOA bargaining unit employees determined by CalPERS to be classic members, hired by Citrus Heights Police Department on or after August 15, 2011, shall be eligible for the 3% @ 55 retirement formula, three-year average compensation method.

CHPOA bargaining unit employees hired prior to August 15, 2011, shall be eligible for the 3% @ 50 retirement formula, single highest year compensation method.

CalPERS has the final determination regarding an employee's status with CalPERS.

Effective September 28, 2023, CHPOA bargaining unit employees participating in the 3% @ 50 retirement formula or the 3% @ 55 retirement formula (Classic Members) agree to cost share a portion of the employer contribution pursuant to Government Code section 20516 as follows:

a. Employees will contribute an additional one percent (1%) for a total of four percent (4%) towards the employer contribution. The foregoing contribution shall be over and above the normal contribution rate required by the Public Employee Retirement Law (PERL), making the combined total employee contribution equal to thirteen percent (13%).
b. The additional one percent (1%) employee cost share shall be effective as soon as administratively possible following the date that CalPERS approves a contract amendment implementing the amended cost sharing agreement. The City will

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initiate the contract amendment process with CalPERS following adoption of the MOU.

Article 21 Personnel Files

Any employee may request access to his/her own personnel file(s) during the normal business hours of the individual(s) responsible for maintaining such file(s). Any employee seeking the removal of any item from his/her personnel file shall file a written request to the Chief of Police through the chain of command. The Department shall thereafter remove any such item if appropriate or within 30 days provide the employee with a written explanation why the contested item will not be removed (Government Code 3306.5). If the contested item is not removed from the file, the employee's request and the department's written response shall be retained with the contested item in the employee's personnel file.

Employees may be restricted from accessing files containing ongoing Internal Affairs investigations to the extent that it could jeopardize or compromise the investigation pending final disposition or notice to the employee of the intent to discipline or confidential portions of Internal Affairs files which have not been sustained against the employee.

Section 21.1 Documented Counseling and Letters of Reprimand

Documented Counseling is non-disciplinary corrective action achieved through written confirmation of verbal counseling sessions. Documented Counseling is designed to inform employees about specific performance concerns and/or non-compliance with city and departmental policies, procedures or practices. The goal of Documented Counseling is to improve job performance by educating and training employees about acceptable job standards.

Each Documented Counseling memorandum shall contain the following:

1. Date of the counseling session.

2. Names of the counseled employee and counseling supervisor.

3. Summary of the issues/concerns and the results of the discussion.

4. Signatures of the counseled employee and counseling supervisor.

The Documented Counseling memorandum shall be retained in the employee's department working evaluation file. Generally, Documented Counseling should be purged after one year from the department working evaluation folder.

Documented Counseling may be retained beyond the standard one-year (1) purge period if it is associated with active litigation, an active Internal Affairs investigation or has been included as an exhibit or supporting document in an Internal Affairs file. The City shall not reference or rely upon a Documented Counseling that is purged or passed its purge date pursuant to the aforementioned sections for any future personnel purpose.

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Letters of Reprimand are first level disciplinary actions imposed upon an employee which formally document an employee's unsatisfactory job performance and/or noncompliance with departmental policies, procedures or practices.

A Letter of Reprimand shall be retained in the employee's department working evaluation file. A Letter of Reprimand should be purged after twenty-four (24) months from the date of issuance, provided that no additional discipline similar in nature is imposed on the employee during the twenty-four (24) month period. If the employee receives additional disciplinary action for conduct of a similar nature during the twenty-four (24) month period, the twenty-four (24) month period restarts on the date of the new disciplinary action. Additionally, Letters of Reprimand may be retained beyond the standard twenty-four (24) month purge period if it is associated with an active litigation, an active Internal Affairs investigation or has been included as an exhibit or supporting document in an Internal Affairs file.

Article 22 Grievance Procedure

Section 22.1 Purpose

This grievance procedure shall be used to process and resolve grievances per the definitions listed below:

- To resolve grievances informally at the lowest possible level.
- To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 22.2 Definitions

A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the CHPOA, involving the interpretation, application, or enforcement of the express terms of this Agreement, the Department Policy Manual, the City rules, regulations and policies. It does not include discipline matters or personnel evaluations.

As used in this procedure, the term "immediate supervisor" means the individual who assigns, reviews and/or directs the work of an employee.

As used in this procedure the term "party" means an employee, the CHPOA or the City.

Section 22.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

Section 22.4 Presentation

An employee or the CHPOA representative, who is a full-time employee, or both, may present a grievance while on duty. On group grievances no more than four City employees may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the City.

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Section 22.5 Employee Rights

The employee retains all rights conferred by Section 3500, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee or the CHPOA representative personally on all appeals.

Section 22.6 Application

Grievances as defined in Article 22 shall be brought through this procedure.

Section 22.7 Informal Discussion

The grievance initially shall be discussed with the immediate supervisor within thirty (30) calendar days of the act(s) and or omission(s) giving rise to the grievance. The employee may be represented by the CHPOA representative. Within seven (7) calendar days, the immediate supervisor shall give a decision or response.

Section 22.8 Formal Grievance Procedure

Formal Grievance – Step 1:

If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

> Thirty (30) calendar days after the event or circumstances occasioning the grievance; or
> Fifteen (15) calendar days of the decision rendered in the informal grievance procedure.

A formal grievance shall be initiated in writing and shall be filed with the Lieutenant as the first level of appeal. The grievant may be represented by the CHPOA representative.

Within fifteen (15) calendar days after the initiation of the formal grievance, the Lieutenant at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

Formal Grievance – Step 2:

If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within fifteen (15) days to the Division Commander. The grievant may be represented by the CHPOA representative or Association Counsel.

Within fifteen (15) calendar days after the initiation of the Step 2, the Division Commander at the second level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

Formal Grievance – Step 3:

If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fifteen (15) calendar days to the Chief of Police. The CHPOA representative or Association Counsel may represent the grievant.

The Chief of Police shall schedule a mutually agreeable time to hear the grievance, which shall be within thirty (30) days of the receipt of the grievance. The Chief of Police shall respond in writing to the grievant within fifteen (15) calendar days following the grievance hearing.

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Formal Grievance – Step 4:

If the grievant is not satisfied with the decision rendered pursuant to Step 3, the grievant may appeal the decision within fifteen (15) calendar days to the City Manager. The CHPOA representative or Association Counsel may represent the grievant.

The City Manager will review all documents and render a final decision. The City Manager shall respond in writing to the grievant within fifteen (15) calendar days following the receipt of all documents.

Section 22.9 Grievance Records

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Chief of Police for inclusion into a secure file for all written grievances.

Article 23 Leave Time

Section 23.1 Annual Leave

Employees shall accrue annual leave as follows:

Years of Service	Annual Accrual	Maximum Accrual
Year 0-Year 4	136	272
Year 5-Year 9	160	320
Year 10-Year 14	184	368
Year 15-Year 19	200	400
Year 20-Beyond	240	480

Years of service, for new employees, will be calculated based on all years of service employed as a peace officer as defined in PC 830.1(a). Time as a peace officer as defined in PC 830.1(b) will only count if the employee has time as defined in PC 830.1(a). Once the maximum accrual limit has been reached, the Annual Leave accrual hours will be added to the Long-Term Medical Leave hours until the employee utilizes the Annual Leave hours thereby reducing the balance below the maximum accrual limit. At no time may an employee's Annual Leave hours exceed the maximum accrual limit.

Section 23.2 Long Term Medical Leave

Employees accrue a total of 40 hours of Long-Term Medical Leave per year beginning on the date of hire. Long Term Medical Leave may be used for an illness or injury requiring the employee to be absent from work. An employee becomes eligible to use this leave only after he/she has utilized 24 hours of accrued leave.

A medical certification may be required. An employee may continue to use Long Term Medical Leave for the same protracted illness even if the need for leave is sporadic (e.g., for treatments, etc.). Unused Long Term Medical Leave is not paid out upon termination of employment.

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Article 24 Uniforms

Section 24.1 Uniforms

The City will provide uniforms for CHPOA represented employees at no cost to the employee. Damaged or worn uniforms will be repaired or replaced with supervisor approval.

Section 24.2 Uniform Allowance Benefit

The City shall report a uniform allowance benefit at the rate of $31.00 biweekly to CalPERS for eligible employees as determined by CalPERS. Eligible employees shall be required to pay the employee contribution rate on the value of the uniform allowance benefit.

Section 24.3 Professional Attire Pay

Eligible Police Detectives and Sergeants assigned to General Investigations and the Professional Standards and Training Unit shall receive $850 per fiscal year for purchasing professional attire. The professional attire pay is paid at the beginning of the fiscal year for eligible association members. This amount will be pro-rated based upon the date the Officer and/or Sergeant is assigned to this unit and will be calculated on the remaining pay periods in the fiscal year. This pay does not qualify as special compensation for CalPERS pension purposes.

Article 25 Health/Welfare Benefits

Section 25.1 Health Benefit

Effective August 1, 2026, the City will pay up to the following monthly amounts toward health insurance premiums:

Employee only - $1,150.00

Employee Plus One - $2,350.00

Employee Plus Family - $3,050.00

If an employee has qualifying outside health insurance coverage through a spouse, domestic partner or alternative retirement, the employee can cash-out $600 per month or add this amount to deferred compensation. An additional $100 will go to a Health Reimbursement Account or Deferred Compensation (457) plan.

*City will cover the administrative fees of the Health Reimbursement Account.

Article 26 On Duty Physical Fitness Program

Employees will participate in an On Duty physical fitness program, unless operational needs warrant foregoing, as determined by the unit or on duty supervisor. Employees will be provided with one (1) hour of release time to participate in a physical fitness program. The one (1) hour includes a minimum of forty (40) minutes for exercise and a maximum of twenty (20) minutes for donning and doffing.

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No overtime is permitted for participating in the on duty physical fitness program. Overtime is not authorized for physical fitness activities and employees will not be paid overtime for such activities.

Daily participation and physical fitness schedules will be determined by the unit or on duty supervisor. The unit or on-duty supervisor shall ensure the employee's physical fitness program is appropriate to the employee's assigned duties and job specifications.

The on duty physical fitness program is separate from department mandated training and the department wellness program.

Article 27 Term

The term of this Agreement shall be from July 1, 2026 through June 30, 2028 (all applicable side letters entered).

CITY OF CITRUS HEIGHTS

Signed by:
7/13/2026
2092F035B5084BC...
Ashley J. Feeney, City Manager

DocuSigned by:
7/2/2026
827AB111D86D440...
Patrick Clark, Lead Negotiator

Signed by:
7/2/2026
EF6917DFF51D414...
Susan Talwar, Administrative Services Director

Signed by:
Melissa Rojas 7/2/2026
F701FDD1BC7C44D...
Melissa Rojas, Human Resources Manager

CITRUS HEIGHTS POLICE OFFICERS ASSOCIATION (CHPOA)

Signed by:
Jennifer Stricklin 7/2/2026
388521EC7EAB411...
Jennifer Silva, CHPOA President

Signed by:
Timothy Talbot 7/2/2026
C69EE36B05DD4E9...
Timothy Talbot, CHPOA Representative

Approved as to Form:

DocuSigned by:
Ryan Jones 7/2/2026
0170AF20B1D144D...
Ryan Jones, City Attorney

Attest:

Signed by:
Amy Van 7/13/2026
5BDDF34F478847C...
Amy Van, City Clerk