FIRST AMENDMENT TO THE MOU BETWEEN THE CITY OF CHULA VISTA AND THE CHULA VISTA POLICE OFFICER'S ASSOCIATION ("POA") COVERING THE PERIOD OF MAY 4, 2021, TO JUNE 30, 2024, REGARDING THE ADDITION OF JUNETEENTH AND VACATION AND SICK LEAVE CASH OUT

WHEREAS, the City of Chula Vista ("City") and the Chula Vista Police Officer's Association ("POA") entered into a memorandum of understanding ("2021-2024 MOU") covering the period of May 4, 2021, to June 30, 2024, regarding wages, hours, and other terms and conditions of employment, within the meaning of the Meyers-Milias-Brown Act ("MMBA"); and

WHEREAS, the City and POA, after meeting and conferring in good faith pursuant to the MMBA, desire to enter into this First Amendment to the 2021-2024 MOU regarding the addition of Juneteenth and vacation and sick leave cash out.

NOW, THEREFORE, the City and POA agree to amend the 2021-2024 MOU as follows:

a. Amend Article 3.06 Holidays to add "Juneteenth" as a hard holiday.

b. Amend Article 3.03 Vacation Time (Vacation (II)(A)(5) Vacation sell-back to read:

> Vacation sell-back – All members of represented classifications earning three weeks or more vacation annually will have the option of selling forty (40) hours of said vacation back to the City each calendar year. Payment of vacation hours will be made the first payday of each month provided that the Finance Department has received ten working days advance notice of the request prior to the payday. The cash out may not be made until the hours have been accrued in the calendar year. Elections for annual cash out must be made by December 1 of the prior calendar year. The accumulated vacation balance will be reduced accordingly.

c. Amend Article 3.04 Sick Leave (F)(1) Sick Leave Reimbursement to read:

> (a) Employees using thirty-two hours (32) or less of sick leave during the calendar year shall have the option of converting twenty-five percent (25%) of their remaining yearly sick leave to pay. Elections for annual cash out must be made by December 1 of the prior calendar year.
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> (d) Payment will be made on the final paycheck of the calendar year. Pay will be computed based on the employee's salary step on December 1 and will only be calculated for employees who have been on the payroll for one full year at the time calculations are made.

(e) Permanent employees covered by this paragraph (F)(1) who retire during the calendar year will be compensated under this plan based on their formal retirement date. Prorated payment will also be made to an employee who terminates during the calendar year. In the event of the death of an individual while employed by the City, 50% of the employee's unused, accumulated sick leave will be paid to the appropriate beneficiary.

d. Except as expressly provided herein, all other terms and conditions of the 2021-2024 MOU shall otherwise remain in full force and effect.

FOR THE CITY OF CHULA VISTA:

Courtney Chase

Courtney Chase
Director of Human Resources/
Risk Management

DATE: 6/29/22

FOR CHULA VISTA POLICE OFFICER'S ASSOCIATION:

David Oyos
President

DATE: 07/05/22