

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BREA

AND

THE BREA POLICE
ASSOCIATION

MARCH 1, 2008 THROUGH FEBRUARY 28, 2011



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BREA
AND
THE BREA POLICE ASSOCIATION**

March 1, 2008 THROUGH February 28, 2011

This Memorandum of Understanding (MOU) is made and entered into by and between the duly authorized representatives of the City and the Brea Police Association.

A. Recitals

(i) The parties hereto have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., and have reached agreement on changes in wages, hours and terms and conditions of employment.

(ii) The parties hereto have agreed upon the wages, hours, and terms and conditions of employment as set forth herein in order to encourage effective recruitment and retention of well-qualified employees and to foster and reward employees' potential, performance, professional attitude, morale and pride in work. The Brea Police Association employees hereby acknowledge these expectations.

B. Agreement

Now, therefore, the parties hereto agree as follows:

ARTICLE I - RECOGNITION

Section 1. Pursuant to the provisions of City of Brea Employer-Employee Relations Resolution No. 69-66, the City of Brea (hereinafter called the "City") has recognized the Brea Police Association (hereinafter called the "Association") as the exclusive representative of employees in the bargaining unit, which includes Police Department and Communications Center full-time employees in the classifications listed in Exhibit "A."

Section 2. The City shall recognize the Association as the exclusive representative of employees in the classifications set forth in Section 1 of this Article for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

ARTICLE II - NONDISCRIMINATION

Section 1. The City and the Association agree that they shall not discriminate against any employee because of race, color, gender, age, national origin, marital status, sexual preference, political or religious affiliations, disability, except as may be required for compliance with Federal or State law, and/or exercise of rights under the Meyers-Miliias-Brown Act. The City and the Association shall re-open any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with Federal or State anti-discrimination laws.

Section 2. Disability Discrimination Laws.

- A. Because the Federal and State disability discrimination laws require accommodations for individuals protected under those Acts, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment only to the extent necessary to reasonably accommodate an individual covered by the respective disability laws, who meets the minimum requirements for the position, and who has notified the employer of his/her disability.
- B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified and be given an opportunity to meet and confer over these proposed accommodations prior to implementation by the City. The failure to reach agreement shall not preclude the City from implementation during the term of this Agreement.
- C. Any accommodation provided to an individual protected by the law shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.
- D. Prior to disregarding any provision of the Agreement in order to undertake required accommodations for an individual protected by the law, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to meet and confer over modifications of the Agreement on a case-by-case basis. Failure to reach agreement shall not preclude the City from implementation during the term of the Agreement.

ARTICLE III - SALARY AND WAGE PLAN

Section 1. Salaries effective January 1, 2008, are listed in Exhibit "B," attached hereto and made a part thereof. The parties agree to meet and confer beginning in January of each year of this

agreement regarding market salary data for additional salary adjustments to be effective the first payroll of January in those years.

Section 2. Merit Increases. Merit increases will become effective on the date earned, if subsequently approved

ARTICLE IV - SCHEDULING/HOURS OF WORK

Section 1. Consistent with Article XXVIII, "City Rights," of this Memorandum of Understanding, it shall be understood that scheduling of employees (i.e., shifts and/or days off) and assignment of work shall be the sole responsibility of the City, consistent with the needs of the community. Nothing herein precludes an employee from requesting a change of work schedule. The Department Director may alter the work schedule of an individual employee subsequent to the consideration of departmental workload, operational efficiency, and staffing considerations.

Section 2. The City and Association agree that the continuation, extension, modification or elimination of regular work schedules in effect as of the adoption of this MOU are matters of meet and confer under State law.

Section 3. Work Schedules. Except as otherwise modified by agreement of the parties during the term of this MOU, the regular work schedules for unit employees shall be as follows:

- A. For Patrol Operations, the work schedule shall consist of a fourteen (14) day work period under the Fair Labor Standards Act (FLSA), in which Police Officers and Police Sergeants will be assigned to work 80 hours. One half of the work period will be scheduled as three consecutive work days of twelve (12) consecutive hours each. The other half of the work period will be scheduled as three consecutive work days of twelve (12) consecutive hours each, plus one work day of eight (8) consecutive hours. All work days shall be inclusive of a 30 minute paid meal period and breaks. This schedule shall be referred to as the 3/12+8 work schedule. Hours worked outside of the employee's scheduled hours in either half of the work period shall be considered overtime and shall be paid as hereinafter described.
- B. For Traffic Operations, the work schedule shall consist of a twenty-eight (28) day work period under the Fair Labor Standards Act (FLSA), in which Police Officers and Police Sergeants will be assigned to work three consecutive work days of twelve and one-half (12.5) consecutive hours each, plus one work day of ten (10) consecutive hours every fourth week. All work days shall be inclusive of a 30 minute paid meal period and breaks. Hours worked outside the employee's scheduled hours shall be considered overtime and shall be paid as hereinafter described.
- C. For Public Safety Dispatch, the work schedule shall consist of two seven-day work periods of forty (40) hours each, in which Dispatchers and Senior Dispatchers will be scheduled under the 3/12+8 plan to an average of forty (40) work hours per week. Hours worked in excess of forty in a seven-day period and hours worked outside the

employee's scheduled hours shall be compensated as overtime as hereinafter described.

- D. The regular work schedule for employees not included above shall be forty (40) hours per week utilizing 4/10 schedule of four consecutive works days of 10 consecutive hours each week or a 9/80 schedule in which employees work alternating weeks of four consecutive nine-hour-days followed by one eight-hour-day in the first week, and four nine-hour-days the following week.

Section 4. All officers and employees shall be subject to call-for-service at any time to meet any and all emergencies or unusual conditions which may require such service from all or any of said officers or employees.

ARTICLE V - OVERTIME AND COMPENSATORY TIME OFF

Section 1. Subject to the approval of the Department Director, or designee, employees may be authorized to work reasonable periods of overtime to meet operational needs, and shall be compensated as follows:

- A. Except for personnel assigned to work periods greater than seven days, as provided in Article IV of this MOU, an employee's work period for the calculation of overtime pay shall be a seven (7) day period, beginning at 12:01 a.m. Saturday, and ending at 12:00 midnight the following Friday. An employee shall be paid at the rate of one-and-one-half (1.5) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) in the seven (7) day work period. These hours shall be referred to as "overtime" hours.
- B. Patrol, Traffic Operations and Public Safety Dispatch employees assigned to 14-day or 28-day work periods shall be eligible for overtime compensation at the rate of one-and-one-half (1½) times the employee's regular hourly rate of pay for all hours worked in excess of the regularly scheduled hours in each payroll week of the work period schedule.
- C. The overtime rate will be calculated one and one-half times the employee's "regular rate of pay" as that term is used in the FLSA.
- D. Except as provided below, paid leave time (e.g., vacation, sick leave, holidays, compensatory time, etc.) shall not be counted as hours worked for the purposes of determining eligibility for overtime pay within a particular work week.
- E. Notwithstanding the above, if an employee is assigned to work on a special enforcement program funded by a State or Federal agency or other external source, the employee shall be paid overtime compensation provided the contract for such assignment, or the conditions of reimbursement from the third party, provide for full reimbursement of overtime costs at the time-and-one-half hourly rate. The City shall not be responsible for time and one-half payments unless so reimbursed, or

unless the actual hours worked in the applicable work period exceed the FLSA requirements or the work schedule provisions in paragraphs (A) and (B) above.

- F. Employees who work overtime without the express permission of the Department Director, or designee, may be subject to disciplinary action.
- F. Hours worked in excess of the employee's normal work week not otherwise paid at time-and-one-half pursuant to FLSA or this MOU shall be paid at the straight-time rate.

Section 2. Compensatory Time Off in Lieu of Overtime.

- A. Subject to the approval of the Department Director, or designee, an employee may elect to take compensatory time off in lieu of receiving overtime pay for hours worked in excess of the employee's regularly scheduled work week. An employee who requests and is approved for compensatory time off in lieu of overtime is entitled to bank the number of hours of compensatory time off as he/she would otherwise be entitled to as overtime pay (i.e., time and one-half for time-and one half overtime, or straight time for straight time).

Subject to the approval of the Department Director, or designee, employees may request to "bank" up to a maximum of one hundred twenty (120) hours of compensatory time in lieu of receiving overtime pay. The employee may request use of banked compensatory time by submitting a request in the same manner as vacation leave requests. Approval of the use of compensatory time shall not be unreasonably denied or delayed, and shall be approved by the Department Director, or designee, unless he/she determines that approval for the requested date(s) would create an undue burden on departmental workload, operational efficiency, and/or safe staffing considerations.

- B. Payoff of Accrued Compensatory Time. Employees may request a payoff of a portion of accrued compensatory time in June each year. In addition, in December of each year, the unexpended balance of accrued compensatory time will be paid to the employee. The June and December payoffs shall be processed by means of a check separate from the employee's regular payroll check as early as possible in those months. These checks may also contain a payoff of accumulated holiday hours (refer to Article XV of this Memorandum of Understanding).

Section 3. Extra Detail. Compensation provided by this Section shall begin when the employee departs from the department building to go directly to the assigned location and shall terminate upon his/her return to the department building.

Section 4. Call-Back Pay.

- A. An employee called back to work after completing his/her normal work shift and having left City premises and/or the employee's work location shall be paid at the rate of one-and-one-half (1.5) times his/her regular hourly pay rate for each hour worked, even though the employee may have taken paid leave during that work period. Employees who are called back to work shall receive a minimum of two (2)

hours at time and one-half (1.5), regardless of whether the employee actually works less than two (2) hours.

- B. An employee whose normal work shift has been extended by his/her supervisor prior to his/her departure from that shift, or an employee who has been called to report to work three (3) or fewer hours earlier than his/her normal work shift would begin, shall be paid at the rate of one-and-one-half (1.5) times his/her regular hourly rate for each hour worked, with no minimum, even though the employee may have taken paid leave during the period.

Section 5. Court Appearance and Court On-Call Pay. An employee subpoenaed for a court appearance on official City business shall be compensated as follows:

- A. Court Appearance. Employees required to appear in court during off-duty time shall be compensated pursuant to Section 4 (A) above.
- B. On-Call. If the subpoenaed employee is placed “on-call” by the court on his/her off-duty time, the employee shall be compensated as follows for each period of the day (i.e., “morning” and “afternoon”) during which the employee is on-call:
 - 1. On-call during the morning period. (Morning Subpoena)
 - a. If the employee has been placed on-call during the morning period and is released by the court at the morning update, the employee shall be compensated at his/her regular straight-time hourly rate of pay for two (2) hours.
 - b. If, at the morning update, after being placed on-call during the morning period the court requires the employee to remain on-call for the afternoon period, the employee shall be compensated at his/her regular straight-time hourly rate of pay for two (2) hours for the morning period and an additional two (2) hours for the afternoon period.
 - c. If the employee has been placed on-call during the morning period and is then called to appear in court in the afternoon, the employee shall be compensated at his/her regular straight-time rate of pay for two (2) hours for the morning period; and, a minimum of two (2) hours for the afternoon period or the actual number of hours the employee appears in court, whichever is greater.
 - 2. On-call during the afternoon period. (Afternoon Subpoena)
 - a. If the employee has been placed on-call for the afternoon period, but at the morning update is released from the afternoon period, the employee shall be compensated at his/her regular straight-time hourly rate of pay for two (2) hours.

- b. If the employee has been placed on-call during the afternoon period and at the morning update is required by the court to remain on-call during the afternoon, the employee shall be compensated at his/her regular rate of pay for three (3) hours (one [1] hour for the morning period and for two [2] hours for the afternoon period).
- c. If the employee has been placed on-call during the afternoon period and is then called to appear in court in the afternoon, the employee shall be compensated at his/her regular straight-time hourly rate of pay for one (1) hour for the morning period; and, a minimum of two (2) hours for the afternoon, or the actual number of hours the employee appears in court, whichever is greater.

Section 6. On-Call Pay. From time to time situations may arise in which it is necessary to place a sworn employee in an on-call status while off-duty.

- A. If an employee is placed in an on-call status, the employee shall be compensated at his/her regular straight-time rate of pay for a minimum of two (2) hours for each period (morning or afternoon) in which the employee is placed in the on-call status, i.e., a minimum of two (2) hours in the morning, and/or a minimum of two (2) hours in the afternoon.
- B. Approval of the Department Director, or designee, is required before an employee may be placed in on-call status.
- C. On-call guidelines shall be the same as those used for Court On-Call.

Section 7. Overtime for Full-Time Employees Also Working as Public Safety Dispatchers.

Any full-time unit employee who works as a part-time intermittent Public Safety Dispatcher during off-duty hours shall be paid for such dispatch hours at the rate of one-and-one-half (1.5) times the Public Safety Dispatcher I top-step hourly pay rate, or Public Safety Dispatcher II top-step hourly pay rate, whichever is applicable to the qualifications of the employee.

Section 8. FLSA Disclaimer. It is understood and agreed that the City shall provide those overtime benefits mandated by the Fair Labor Standards Act (FLSA) as distinguished from overtime benefits required under this Memorandum of Understanding, only to the extent and during such time that the FLSA is legally binding on the City.

ARTICLE VI - SPECIAL ASSIGNMENT COMPENSATION

Section 1. Police Officers. A Police Officer may be appointed to a special assignment at the sole discretion of the Police Chief provided the employee meets the established minimum qualifying criteria, his/her performance in their current assignment has been satisfactory, and they are physically capable to performing the duties of the special assignment. Once appointed, an employee may be removed from a special assignment by the Police Chief if the employee no longer meets the minimum qualifying criteria, and/or their performance in the special assignment has been unsatisfactory, and/or the employee is rendered physically incapable of performing the duties of the

special assignment. Additions or reductions in the number of special assignments shall be determined by the City based upon budgetary and staffing needs. All special assignment pay shall be effective for only as long as the duty assignment remains in effect for the employee.

Removal of an employee from a regional or task force assignment shall be made under these guidelines as described below:

- A. All individuals in regional/task force assignments as of the date of this agreement shall be permitted to remain until that assignment has reached four (4) years.
- B. New assignments after the date of this agreement shall be limited to three (3) years.
- C. All such assignments may be extended at the discretion of the Police Chief in additional six (6) month installments, timed to end concurrently with closest shift rotations following the first six (6) month installment.

Section 2. Police Sergeants. Police Sergeants shall be appointed to patrol and/or special assignments at the sole discretion of the Police Chief. Police Sergeants may be removed from special assignments at the sole discretion of the Police Chief. The decision to remove a Sergeant from a special assignment is not considered punitive and/or disciplinary, and may not be appealed through the disciplinary process or the grievance procedure.

Section 3. Variety of Special Assignments. The City shall provide special assignment pay as described below:

Sworn police personnel appointed to the following assignments shall receive special assignment pay of 5% in addition to their regular rate of pay:

- 1. Corporal
- 2. Administrative Sergeant
- 3. Investigation
- 4. K-9 Handler
- 5. Mall Liaison
- 6. Traffic
- 7. School Resource Officer
- 8. Downtown Liaison Officer

Section 4. Return to Patrol.

- A. A Police Officer or Sergeant who is transferred from a special assignment to Patrol shall retain his/her 5% special assignment pay, provided that he/she has worked in the special assignment for the minimum commitment period outlined in the Police Department policy and procedures. If the Officer or Sergeant is later reassigned from Patrol to another special assignment, he/she shall only receive the special assignment pay applicable to that assignment.

Section 5. Temporary Training Assignment. An employee assigned as a trainer shall receive Special Assignment pay of 5% in addition to his/her regular rate of pay while the training is in process. The employee shall receive prior written notice of the temporary training assignment.

Section 6. Non-Sworn Employee Shift Differential: Effective until the first payroll of July 2008, a non-sworn employee, as defined below, who is regularly assigned to shifts in which five (5) or more hours fall between 6:00 p.m. and 6:00 a.m. shall receive additional compensation of 3% of the employee's base hourly rate for all hours worked on the qualifying shift. Shift differential shall not apply to overtime hours worked. The City agrees not to modify shifts to avoid the payment of shift differential. Effective the first pay period in July 2008, shift differential compensation shall be increased to 4%. Effective the first pay period in July 2009, shift Differential shall be increased to 5%.

Eligible classifications include: Public Safety Dispatcher I/II; Senior Public Safety Dispatcher; Jailer; Civilian Investigator; Police Service Officer; Parking Control Officer; and Property/Evidence Technician.

ARTICLE VII - BILINGUAL PAY

Section 1. An employee, except Police Officer Recruit, required to speak in Spanish or other languages in addition to English as part of the regular duties of his/her position, shall be compensated at the rate of \$150 per month in addition to the employee's regular rate of pay for the first language spoken in addition to English. Each additional language spoken after the first shall be compensated at the rate of \$25 per month. Effective the first payroll of July 2008, the base compensation for Bilingual skill shall be increased to \$200 per month.

Section 2. The Personnel Officer shall designate which languages shall be eligible for Bilingual Pay based on community needs.

Section 3. The Personnel Director shall administer the taking of competency tests to certify the employee as eligible for Bilingual Pay based on the employee's proficiency in speaking Spanish or other languages. Such certification shall be a condition prior to qualifying for Bilingual Pay.

Section 4. An employee may become eligible for Bilingual Pay at any time. An employee must be recertified immediately prior to each anniversary date of his/her certification to continue to be eligible for Bilingual Pay. If the employee fails to reapply or to become recertified, the Bilingual Pay shall cease at the beginning of the payroll period immediately following the employee's certification anniversary date. The employee is responsible to initiate the request for eligibility or recertification.

After two (2) successful recertifications, the employee shall only be required to participate in the recertification process every other year.

ARTICLE VIII - POST PAY PLANS

Section 1. POST/Education Pay.

- A. Intermediate POST Pay: A Police Officer who obtains and maintains an intermediate POST certificate will qualify for Five percent (5%) additional compensation.
- B. Advanced POST pay: A Police Officer who possesses and maintains a P.O.S.T. Advanced Certificate will qualify for ten percent (10%) additional compensation.
- C. Only one of the POST pay benefits may be paid to an employee at any time (i.e., once an employee qualifies for the Advanced Post pay, that employee shall not receive compensation for Intermediate POST pay).
- D. Effective the first payroll period of July 2008, the compensation for the Intermediate POST program shall be Seven percent (7%), and the compensation for the Advanced POST program shall be Twelve percent (12%).
- E. Effective the first payroll period of July 2010, the compensation for the Intermediate POST program shall be Seven and one-half percent (7.5%), and the compensation for the Advanced POST program shall be Twelve and one-half percent (12.5%).

ARTICLE IX - EMERGENCY MEDICAL DISPATCHER PROGRAM

Section 1. Public Safety Dispatchers shall receive a one-time lump sum bonus of \$200 upon certification as an Emergency Medical Dispatcher (EMD). Thereafter, certified EMD Public Safety Dispatchers shall receive a lump sum bonus of \$500 per fiscal year upon successful completion of the Emergency Medical Dispatcher recertification process.

Full-time dispatchers will retain current CPR certification and complete twelve hours of medical/fire related training per fiscal year to become eligible for the EMD bonus. Those not completing the requirements are not eligible to receive fiscal year EMD bonus.

The EMD bonus eligibility is determined at the beginning of the fiscal year (July 1st). Full-time dispatchers having successfully fulfilled the eligibility requirements during the preceding fiscal year (i.e., ending June 30) shall receive a bonus for the current fiscal year (i.e., beginning July 1).

Section 2. EMD Recertification Process

Full-time dispatchers shall submit documentation of recertification requirements to the Communications Supervisor prior to the beginning of each fiscal year but no later than July 1st. All recertification requests received by July 1st shall be processed for payment during the month of July.

Copies of the following documentation meet the criteria for recertification:

- Current CPR certification (dated).
- Certificates of attendance – training classes, i.e. North Net.
- EMD Journal Quiz result letters.
- Completed fire-ride-along (3 hours maximum credit upon supervisor's prior approval).
- Approved fire related projects – as assigned by the supervisor.
- Review of EMD Cards – dated & signed off by supervisor or senior dispatcher - (1 hour maximum credit)

Section 3. To help maintain current CPR certification and depending upon the need within the division, at minimum, one CPR course will be offered every year during the month of February. Refer also to Article XXV, Required Certifications.

ARTICLE X - WORKING OUT-OF-CLASSIFICATION

Section 1. The City may work employees out of classification for up to twenty (20) consecutive calendar days without additional compensation.

Section 2. Employees who are assigned to work on a temporary basis in a higher classification for a period of more than twenty (20) days or longer within twenty-five (25) calendar days, as specifically assigned by the Department Director or the City Manager, shall receive the first pay step of the higher classification or 5% in addition to the employee's regular rate of pay, whichever is greater. The additional pay rate shall commence on the twenty-first (21st) day of working within that assignment. The employee shall receive prior written notice of the working out-of-classification assignment.

ARTICLE XI - EDUCATIONAL REIMBURSEMENT

Section 1. In addition to training provided by the City, each employee shall be eligible for reimbursement for voluntary education, training and professional development as well as college coursework. Education reimbursement monies shall only be applied to the verified cost of tuition, registration, course-related books, parking and laboratory fees for the approved education program. In order to be eligible for education reimbursement for college coursework as described herein employees must have attended a college or university accredited by the Western Association of Schools and Colleges (WASC) or an equivalent accrediting organization.

Employees should submit a request for Education Reimbursement prior to the scheduled program and obtain approval from the respective Department Director or his/her designee. Proof of completion of the approved education program or college course work shall consist of a certificate of completion, or other verification of participation, or a college transcript showing a letter grade of "C" or better, or in cases where no letter grade is given, a certificate of completion or written proof that the college course work was completed in a satisfactory manner. Upon completion of the approved program, requests for reimbursement may be submitted to the Department Director (or his/her designee) and must be accompanied by a receipt for all eligible expenses incurred.

Section 2. Reimbursements from Other Sources. If an employee receives tuition payments or refunds for college-level course work from other sources, the City will contribute the difference between the amount the employee receives from the other source and the authorized costs incurred by the employee to the maximum amount cited in Section 3 below.

Section 3. Reimbursement Schedule.

- A. The amount of education reimbursement available annually to each employee shall be \$2,500 for the twelve (12) month period from September 1 through August 31. Up to 20% of the annual amount (i.e., \$500) may be used for non-college education, training and professional development programs. Requests for reimbursement for completed education programs will be paid for the twelve (12) month period (September 1 through August 31) in which the requests receive final approval by the Department Director.
- (1). If the amount *incurred and* submitted for reimbursement for eligible college coursework in any year exceeds the \$2500 annual maximum, the employee may elect to carry-over the excess amount to be reimbursed in the next eligible year and paid as part of that succeeding year's annual maximum reimbursement of \$2500.
- (2) Each employee shall also be eligible to participate in an intensive or condensed degree program on a one-time basis in lieu of the annual course reimbursement described above. Such program, which is designed to achieve approximately two years of classroom education within a one-year time frame, may result in expenses exceeding the annual reimbursement amount. An approved course of study in an intensive or condensed semester or degree-achievement format shall be eligible for reimbursement up to the annual maximum \$2500, paid over a four-year period to a maximum of the actual eligible costs, or \$10,000, whichever is less. The employee must submit proof of successful course completion, and proof of payment of tuition and costs, to be eligible for reimbursement under this provision before the annual reimbursement payments will be made.

ARTICLE XII - UNIFORM ALLOWANCE

Section 1. The City shall provide an annual lump sum uniform allowance as follows:

- | | | |
|----|-------------------------|-------|
| A. | Sworn employees | \$750 |
| | Non-Sworn employees | \$600 |
| B. | Effective July 1, 2008: | |
| | Sworn employees | \$850 |
| | Non-Sworn Employees | \$700 |

- C. Employees who are on the City’s payroll on July 1, of each fiscal year shall receive their uniform allowance as early as feasible in July of each year.
- D. Sworn employees newly assigned to the Traffic Motor Officers Division shall be supplied with two pair of breeches, and one pair of motor boots.
- E. New Employees. Upon appointment Police Officers and Police Officer Recruits shall receive an initial uniform allowance of \$850. Upon appointment non-sworn personnel shall receive an initial uniform allowance of \$600.

A new employee who quits within the first year of employment or is removed during probation shall be required to refund the City for his/her uniform allowance or must turn-in the uniforms to the Police Department for reuse/reissue. The refund shall be taken from the employee's final paycheck.

Section 2. Duty Weapons. Sworn employees shall be permitted to furnish their duty weapon provided that the duty weapon meets all the specifications established by the Police Department. The City shall provide a duty weapon upon the individual request of a sworn employee.

ARTICLE XIII - FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Section 2. Selection and Funding. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Agreement. During the term of this Agreement, the parties agree to discuss medical insurance alternatives to the PERS Health Plans, and, if the City elects to leave the PERS Health Plans, methods of funding future retiree medical insurance, including but not limited to retirement health savings or annuity programs.

Section 3. Changes. If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

Section 4. Flexible Benefit Plan.

- A. The City's Flexible Benefit Plan shall include, for the employee and eligible dependents, City sponsored medical insurance, dental insurance, and optical insurance. The Flexible Benefit Plan shall also include, for employee only, short-term disability, optional life insurance, deferred compensation, and education reimbursement for undergraduate college-level courses only.

Effective January 1, 2008, the maximum Flexible Benefit contribution for employees enrolled in a health plan shall be:

Single employee	\$700
Employee plus 1 dependent	\$800
Employee plus 2 or more dependents	\$850

Effective January 1, 2009:

Single employee	\$700
Employee plus 1 dependent	\$875
Employee plus 2 or more dependents	\$950

Effective January 1, 2010:

Single employee	\$700
Employee plus 1 dependent	\$950
Employee plus 2 or more dependents	\$1025

Effective January 1, 2011

Single employee	\$700
Employee plus 1 dependent	\$1025
Employee plus 2 or more dependents	\$1100

Employees hired prior to January 1, 2006, who have opted out will continue to receive a \$650 contribution. Employees hired on/after January 1, 2006, shall receive the amount shown for the plan level in which they have enrolled. Those hired on/after January 1, 2006, who opt-out of a medical plan will receive \$100 per month.

Employees who do not use the full amount of the Flexible Benefit contribution for optional benefits provided herein may elect to receive the remaining amount as taxable cash in the bi-weekly payroll, or to deposit the amount in a deferred compensation (457) plan.

Should the total cost of premiums for benefits selected under the Flexible Benefit Plan exceed the City's monthly contribution, the overage will be paid by the employee via payroll deductions. The City will continue to pay the one-half percent (1/2%) administrative fee for the PERS Health Insurance Program medical insurance plan. If the administrative fee increases, the City shall meet and confer on the increase.

While participating in the PERS Health Plans during the term of this Agreement, should PERS or legislative acts redefine the designated contributions for retirees to include Flexible Benefit Plan contributions, the parties will meet and confer on an alternative method of funding active employee benefits.

- B. At such time during the term of this Memorandum of Understanding that education reimbursement is considered a taxable benefit under Internal Revenue Service regulations, then education reimbursement shall be excluded as a Flexible Benefit Plan option.

Section 5. Life Insurance. Based on the life insurance policy limitations the City shall provide each employee with a \$50,000 term life insurance policy. An employee may purchase additional (optional) life insurance coverage at his/her own expense, subject to the terms, conditions, and approval of the insurance carrier.

Section 6. Long-Term Disability Insurance Plan (LTD).

- A. The City shall provide Long-Term Disability Insurance benefits for all employees during the term of this Memorandum of Understanding, except as provided for in Section B of this Article.
- B. Effective for qualifying illnesses or injuries occurring after March 1, 2008, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first \$7500 of the employee's basic monthly earnings, reduced by any deductible benefits as described in the Plan Document. For the purposes of this benefit, "basic monthly earnings" means the regular salary range step amount applicable to the affected employee (which includes POST, Assignment, and/or Bilingual compensation, if applicable), exclusive of overtime or intermittent additional compensation that may be paid in any pay period. No benefits shall be payable for the first sixty (60) calendar days of each period of total disability, or the end of the period of accumulated paid sick leave to which the employee is entitled under the City's sick leave program, whichever is longer. After LTD benefits commence, the employee may elect to use any remaining paid leave (vacation or other accumulated leave) to supplement such benefits during the term of illness or injury leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period.

Section 7. Section 125 Program. The City has implemented an Internal Revenue Section 125 program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses, or both. Employees who choose to participate in the program shall pay all program administration costs and/or fees.

ARTICLE XIV - RETIREMENT

Section 1. Public Employees' Retirement System (PERS). All employees covered under this Agreement shall be members of the State of California Public Employees' Retirement System (PERS) and are subject to all applicable provisions of the City's contract with PERS, as amended. During the term of this Agreement, the City shall pay, on behalf of the employee, nine percent (9%) for safety and seven percent (7%) for non-safety miscellaneous, of the employee's reportable compensation to the California Public Employees' Retirement System (PERS) in accordance with the City's contract with PERS.

- A. Safety Employees. The PERS plan in effect for Safety Members is the 3% @ 50 formula for Local Safety Members.

The City's contract with PERS was amended on July 1, 1984, to provide for the single highest year benefit for safety employees who were unit employees on July

1, 1984. The single highest year benefit shall not apply to safety members who became members after July 1, 1984, except as provided in paragraph D, below.

- B. Non-Safety Employees. The PERS plan in effect for non-safety members is known as the 2% @ 55 formula for Local Miscellaneous Members.
- C. 1959 Survivor Benefits. The PERS Retirement Plan has been amended to include the Fourth Level Survivor Benefit for unit employees. All employees shall pay 100% of the monthly cost for this benefit, in addition to the \$2.00 monthly cost for the Basic Level 1959 Survivor Benefit.
- D. If agreed to by other affected bargaining units, the City will amend its PERS contract to implement the single highest year benefit (one-year final compensation) amendment for covered employees on or before July 1, 2009 with employees making a payroll deduction in an amount equal to one half percent (0.5%) of CalPERS reportable "compensation earnable". Implementation of the amendment for police safety and non-safety employees may occur on different dates, depending on agreements with other affected units. One year after implementation of the applicable amendment the City will pay the full cost of this benefit and the 0.5% employee payroll deduction will be terminated.
- E. Current employees presently eligible for the single highest year benefit (one-year final compensation) under paragraph A, above, will not be required to make the 0.5% contribution specified in paragraph D, above..
- F. The City reports the value of employer-paid member contributions (EPMC) to CalPERS as additional compensation (i.e. 7% of the 7% employer-paid member contribution for non-safety employees, and 9% of the 9% employer-paid member contribution for safety employees).
- G. In the event another non-safety bargaining unit enters into discussions with the City for implementation of a new miscellaneous retirement formula (e.g., 2.5% at 55 or 2.7% at 55) during the term of this MOU, the City agrees to reopen such discussions with BPA, at its request, on behalf of its non-safety members.

Section 2. Social Security. In the event the City and its employees are required to participate in the Federal Social Security Program, the contributions designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE XV - HOLIDAYS

Section 1. Non-Shift Employees. In recognition of the Association's agreement to eliminate the random holiday provided prior to January 2003, non-shift employees shall observe the following paid holidays according to the respective employee's regularly scheduled workday on which the holiday falls (i.e., 9 hours for a 9-hour work day, 10 hours for a 10-hour work day).

Section 2. The City designates eleven holidays per year as follows:

- A. Independence Day, July 4
Labor Day, first Monday in September
Thanksgiving Day
The day following Thanksgiving Day
Christmas Eve, December 24
Christmas Day, December 25
New Year's Eve, December 31
New Year's Day, January 1
Martin Luther King Jr. Day, third Monday in January
President's Day
Memorial Day, last Monday in May
- B. The holiday shall be observed on Friday when the actual legal holiday falls on Saturday. The holiday shall be observed on Monday when the actual legal holiday falls on Sunday.

Section 3. Shift Employees.

- A. Shift employees do not have designated holidays. Shift employees shall accrue one-hundred eight (108) holiday hours per fiscal year at the rate of approximately 4.15 hours per pay period. Accrued holiday hours shall be recorded on the employee's paycheck stub.

It is not the intention of the City to encourage the accumulation of holiday hours. Maximum consideration shall be given to taking holiday hours on the designated holidays as noted in Section 2 of this Article. A shift employee must submit a written request to his/her immediate supervisor prior to taking a designated holiday. Designated holidays for shift employees may only be taken subject to the approval of the Department Director, or designee, after the consideration of the departmental workload and other staffing considerations such as, but not limited to, the approved leave schedule of other employees, sick leave and position vacancies.

Holiday hours taken by shift employees shall not exceed the same number of hours as the normal shift hours worked.

- B. Payoff of Accrued Holiday Hours. Effective March 1, 2008, Holiday hours will be converted to a January/December calendar year. During the conversion period, employees wanting a June 2008 holiday payoff for holiday time accrued to that date may submit, in writing, to the Department Director, or designee, a request for payment of accumulated holiday time. This request must be turned in to the Department Director, or designee, by May 30 in order to be paid during the month of June.

After June 2008, holiday hours accumulated and not taken prior to the mandatory payoff in December shall be paid at the employee's basic rate of pay as of the date of the payoff. Employees wanting a payoff in June of any subsequent year may submit, in writing, to the Department Director, or designee, a request for payment of

accumulated holiday time. This request must be turned in to the Department Director, or designee, by May 30 in order to be paid during the month of June.

Payoff of accumulated holiday hours shall be processed by means of a check separate from the employee's regular payroll check. This check may also contain a payoff of accumulated compensatory time (refer to Article V of this Memorandum of Understanding).

ARTICLE XVI - VACATION

Section 1. Vacation Accruals. Effective with anniversary dates occurring on or after January 1, 2004, employees shall earn and accrue vacation leave time at the following rates:

<u>Following</u>	<u>Vacation Accrual</u>
Initial Hire	80 hours/year (Approx. 3.08 hours/payroll period)
3 Years	120 hours/year (Approx. 4.62 hours/payroll period)
7 Years	140 hours/year (Approx. 5.38 hours/payroll period)
13 Years	160 hours/year (Approx. 6.16 hours/payroll period)
16 years	175 hours/year (Approx. 6.73 hours/payroll period)
19 Years	200 hours/year (Approx. 7.69 hours/payroll period)

Section 2. Use of Vacation Leave. Employees are encouraged to use at least forty (40) hours of vacation leave each fiscal year. Vacation leave time shall not be approved until such time as it has been earned. The time at which an employee shall take vacation leave shall be requested by the employee prior to the start of the vacation leave period. Such vacation leave to be taken shall be subject to the prior approval of the Department Director, or designee, subsequent to consideration of the departmental workload and other staffing considerations, such as but not limited to, the previously approved vacation schedule of other employees, sick leave and position vacancies.

Section 3. Maximum Accrual of Vacation Leave. Employees shall be entitled to accrue a maximum of four hundred (400) hours of vacation leave.

Section 4. Buy-Back of Vacation Leave Hours. Unit members may sell back unused vacation time, under the following conditions: (a) must use consecutive vacation leave for a minimum of one work week in the preceding 12 months; (b) may only request buy-back once in a rolling 12 month period from date of last buy-back; (c) minimum buy-back is 40 hours; and, (d) must maintain a minimum vacation bank balance of 80 hours.

If a sworn employee is off duty for an industrial injury (i.e., “4850” time), and if accruing vacation leave would exceed the maximum accrual during that time, the City will initiate a buy-down of leave time sufficient to reduce the employee’s bank for the duration of the anticipated time off period.

Section 5. Vacation Pay-Off Upon Separation. Upon separation from service, an employee shall be compensated at his/her current regular rate of pay for any vacation accrued but not taken.

ARTICLE XVII - DONATION OF LEAVE TIME

Employees may donate, on an hour-for-hour basis, vacation, compensatory or holiday leave time to City employees, who have exhausted all available accrued leave time due to a major medical condition.

All donations of paid leave time must be approved by the Personnel Director.

ARTICLE XVIII - SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. Sick Leave. Employees shall earn eight (8) hours of sick leave per month. Sick leave shall be earned, commencing on the first day of employment, and shall accrue on a bi-weekly basis.

Section 2. Personal Medical and Dental Appointments. Subject to the approval of the Department Director and/or his/her designee, employees may utilize sick leave for personal medical and/or dental appointments.

Section 3. Sick Leave Authorization for Immediate Family Members. An employee shall be allowed to use up to a maximum of forty eight (48) hours of personal sick leave per calendar year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. Immediate family as used in this Section is limited to: the employee's parents and grandparents (natural, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (natural, adoptive, foster, or by marriage or domestic partnership), parents-in-law (or by domestic partnership), siblings, and siblings-in-law (or by domestic partnership). In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Department Director before the sick leave is allowed. In the event of an illness in the immediate family, a medical certificate from an acceptable medical authority or a personal statement of such illness and an explanation of the need for the employee's absence, may be required by the Department Director. Such leave may take travel time into consideration. The amount of sick leave used in either of these two circumstances shall be reported on the appropriate leave request form.

Section 4. Notification to Supervisor. Any employee needing to be absent because of sickness or other physical disability shall notify the appropriate Department Director or immediate supervisor at least one (1) day prior to such absence if circumstances permit, or as soon thereafter as possible. Any employee falsifying a reason for sick leave shall be subject to discipline, up to and including termination.

Section 5. Return to Work After Sick Leave. An employee using sick leave pursuant to this Article and City of Brea Personnel Rules and Regulations, may be required by the Personnel Officer to submit a medical certificate signed by a duly-licensed physician, surgeon, or psychiatrist stating that the employee is capable of performing his/her duties or such of his/her duties as are enumerated in the certificate. The Personnel Officer may require the employee to take an examination by a City designated physician, surgeon, or psychiatrist who shall make a report to the City as to the employee's ability to fully perform the duties and responsibilities of his/her position. In the event the certificate and reports enumerate less than all of the duties to which the employee may be assigned, the City may assign the employee duties and responsibilities which the City believes the employee is capable of performing. In cases of disabling illness or injury, the Personnel Officer, or

Department Director shall assess the City's ability to provide reasonable accommodation.

Section 6. Bereavement Leave. An employee shall be allowed three (3) working days (based upon the employee's normal work schedule) of bereavement leave for each incident of a death of an immediate family member (as defined in Section 3 of this Article). These three (3) working days of bereavement leave are in addition to the sick leave which an employee may use for death in the immediate family (Section 3 of this Article).

ARTICLE XIX - SERVICE CONNECTED INJURY OR ILLNESS

Section 1. Industrial Leave. An employee of the City who sustains illness or injury arising out of his/her employment or in the course of his/her employment shall receive compensation, hospitalization benefits, surgical and/or medical attention, and if necessary, industrial injury leave in accordance with the provisions of the State of California Workers' Compensation Insurance and Safety Act.

- A. Should it be determined that an employee's illness or injury did not arise out of his/her employment or in the course of his/her employment with the City, the employee's accrued, or if insufficient, future, sick leave shall be charged to reimburse the City for any payments made to the employee for industrial leave.
- B. Sworn employees may be granted a maximum of one (1) year industrial leave pursuant to Labor Code Section 4850 for each injury or illness determined to be compensable under the Workers' Compensation Act.
- C. No employee may use accrued sick leave while on industrial leave.
- D. Vacation and sick leave shall accrue for an employee on industrial leave.

Section 2. Expiration of Industrial Leave. Industrial leave shall expire when one of the following conditions occurs:

- A. The employee is able to return to work to his/her regular position.
- B. The day before the employee is retired or separated from disability. The employee's "retirement date" shall be the first of the month after all the following occur and are determined by the Public Employees' Retirement System:
 - 1. The employee's condition is determined to be permanent or of an extended duration;
 - 2. The degree of disability precludes continued employment by the employee in his/her present position;
 - 3. After fifty-two (52) weeks of industrial leave.

Section 3. Return to Work After Service Connected Illness or Injury. An employee claiming a service-connected injury or illness pursuant to the Labor Code of the State of California, as amended, may be required by the Personnel Officer to submit a medical certificate signed by a duly-licensed physician, surgeon, or psychiatrist stating that the employee is capable of performing his/her duties or such of his/her duties as are enumerated in the certificate. The Personnel Officer may require the employee to take an examination by a City designated physician, surgeon, or psychiatrist who shall make a report to the City as to the employee's ability to fully perform the duties and responsibilities of his/her position. In the event the certificate and reports enumerate less than all of the duties to which the employee may be assigned, the City may assign the employee duties and responsibilities which the City believes the employee is capable of performing. In cases of disabling illness or injury, the Personnel Officer, or Department Director shall assess the City's ability to provide reasonable accommodation.

ARTICLE XX - OTHER LEAVES

Section 1. Leave of Absence Without Pay. The City Manager may grant leaves of absence for a maximum of ninety (90) working days without pay to any employee if the circumstances of the particular case warrant and if the Department Director so recommends such leave of absence in writing. An employee, not under suspension, may make application for leave without pay after all available leave benefits, including vacation, compensatory time, holiday leave time, Family Care Leave, and sick leave (subject to eligibility to use sick leave) and any other leave benefits have been completely used. No employment or fringe benefits such as sick leave, vacation, retirement, or any other benefits shall accrue to any employee on leave of absence without pay; except however, the City will continue to pay the employee's medical insurance up to the current maximum allowable under the current Flexible Benefit Plan program for a maximum of three (3) months during any one (1) leave in any twelve (12) month period while an employee is on authorized leave.

Prior to the end of a leave of absence without pay, if the employee desires additional leave, written application must be made to the City Manager stating the reasons why the additional leave is required and why it would be in the best interest of the City to grant such leave of absence. If, in the City Manager's opinion, such additional leave is merited and would still preserve the best interests of the City, he/she may approve such extensions of leave of absence for a period not to exceed an additional ninety (90) working days. If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the City shall consider that the employee has terminated his/her employment with the City.

An employee on leave of absence must give the City at least a seven (7) day written notice of the employee's intent to return to work.

Section 2. Employee Association Leave. A reasonable number of the Executive Board of the Employee Association, or designee, recognized by the City Council shall be authorized leave of absence with pay according to the following provisions and within administrative directives:

- A. To meet and confer as requested by the City Manager.
- B. To perform necessary representational functions at times prearranged and approved by the Department Director.

- C. For other matters that formal written approval may be granted by the City Manager.

ARTICLE XXI - WELLNESS PROGRAM

Section 1. The City shall contribute a maximum of \$450 per fiscal year for each employee towards wellness and fitness programs, including any combination as provided hereinafter.

- A. Medical Examination. Wellness money may be used for voluntary medical examinations. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Personnel Officer, and must be accompanied by an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier.
- B. Cardiovascular and Strength Training Programs. Employees shall be entitled to reimbursement for cardiovascular and weight training programs. Reimbursable expenses must be pre-approved by the Personnel Officer prior to incurring the expense. Requests for reimbursement may be submitted to the Personnel Officer once per quarter during each fiscal year. Quarters of the fiscal year shall be defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 30, and April 1 through June 30. Requests for reimbursement will be paid for the fiscal year in which they are received and and approved. All employee requests for reimbursement must be accompanied by an itemized receipt for expenses incurred.
- C. Preventive or Diagnostic Heart, Stroke, and Body Scanning. The City contribution shall be available for reimbursement for the costs of preventive and diagnostic medical evaluations involving scientific scanning processes and similar non-invasive techniques, which are not reimbursable under the employee's medical insurance plan. Employees must provide an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier (i.e., denial of benefits).
- D. Voluntary Annual Medical Examination and Chiropractic Care. For each non-sworn employee, the contribution shall be available to pay for medical insurance deductibles or other non-reimbursed medical expenses for the voluntary annual medical examination or for treatment by a chiropractor which is not covered by the employee's medical insurance plan. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Personnel Officer, and must be

accompanied by an itemized receipt for expenses incurred and the “Explanation of Benefits” (EOB) statement from his/her medical insurance carrier.

- E. Weight Reduction. The City contribution shall be available for reimbursement of registration and meeting expenses for weight reduction programs. An employee’s initial request for reimbursement must be accompanied by an itemized receipt for expenses incurred and proof that he/she has been attending the pre-approved weight reduction program for a minimum of thirty (30) calendar days or completion of the program. All subsequent requests for reimbursement submitted to the Personnel Officer must be accompanied by an itemized receipt for expenses incurred, as well as verification of continued participation/attendance.

- F. Fitness, Cardiovascular and Strength Training Equipment. Up to 75% of the annual City contribution may be applied to the purchase of home equipment for personal fitness. Employees may request reimbursement of up to \$337.50 (or the balance available if a portion has been expended for other purposes listed above) by submitting proof of purchase and a signed statement that the equipment will be used by the employee for his/her personal fitness program.

Section 2. Physical Fitness Test The City and the Association agree to design and implement a physical fitness test in order to ensure the fitness of all sworn employees. As part of the physical fitness test, it is the intention of the parties to incorporate a rewards element which may include, but not be limited to, time off for exceptional performance on the test.

ARTICLE XXII - SUBSTANCE ABUSE POLICY

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

- A. It is in the best interest of the City, the Association, employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the knowing use of any illegal substances or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

- B. The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

- C. The City shall, upon showing of reasonable suspicion that this policy is being violated, compel an employee who appears to be unable to perform any portion of his/her job to submit to a medical examination on City time and at the City's

expense, which includes drug or alcohol screening. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

- D. The City shall provide training to employees and supervisors to assist them in detecting employees with possible drug or alcohol problems.

ARTICLE XXIII - USE OF TOBACCO PRODUCTS

Section 1. Employees in sworn public safety classifications shall not smoke or use any tobacco products at any time while on or off duty.

- A. Sworn employees who smoke and who were hired prior to January 1, 1988, are exempt from the smoking element of this Article, but are restricted from using other tobacco products while on-duty.
- B. All sworn employees hired prior to January 1, 1993 are exempt from the off-duty prohibitions of this article provided the employee completes a statement acknowledging their off-duty use of the tobacco product(s).

Section 2. Violation of this Article may subject the employee to disciplinary action up to and including termination.

ARTICLE XXIV - FIREARMS QUALIFICATIONS

A sworn employee shall qualify at minimum shooting proficiency levels as established by the Police Chief. The Police Department shall assume responsibility for scheduling department shoot periods and, whenever possible, an employee shall qualify while on-duty. An employee not able to participate on-duty shall be allowed one (1) hour of overtime compensation at one and one-half (1.5) times the employee's regular rate of pay to qualify on the shooting range. The City shall furnish the ammunition necessary for a sworn employee to maintain minimum firearm qualification proficiency levels.

ARTICLE XXV - REQUIRED CERTIFICATIONS

Employees shall be responsible for maintaining certifications required by Federal and State law (currently first-aid and cardio-pulmonary resuscitation) without additional compensation. The City agrees to provide and schedule a reasonable number of courses per year for employees to maintain individual certificates. Employees attending certification maintenance courses shall not receive call-back or overtime pay.

ARTICLE XXVI - FALSE ARREST LIABILITY INSURANCE

The City shall provide each sworn police employee with false arrest liability insurance benefits to a maximum coverage of \$300,000 per employee. This shall be provided at no cost to the employee. The City shall retain the prerogative to establish, modify or delete specific insurance methods, companies and/or policies, but the established minimum coverage shall be maintained.

ARTICLE XXVII - CITY RIGHTS

Section 1. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the Management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine the types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H. 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 including, but not limited to, the right to contract for or subcontract any work or operation.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause

in accordance with the provisions and procedures set forth in departmental disciplinary procedure.

- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations and to maintain order and safety in the City which are not in contravention with this Agreement.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights impact a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE XXIII - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

Section 1. Dues and Association-Sponsored Insurance Premium Deductions. The City shall deduct from each Association member's paycheck regular and periodic Association dues and Association-sponsored insurance program premiums. Such deductions shall be made upon receipt by the City of a signed authorization card from the Association member. Deduction authorization cards shall be furnished by the Association.

Section 2. Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deduction or transmittal of funds to the Association; except upon the intentional failure of the City to transmit to the Association funds deducted from the employees pursuant to this Article.

Section 3. Use of City Facilities.

- A. The Association may distribute pamphlets, brochures, and membership cards on City premises only during non-working hours.

- B. Association Meetings. The Association may, with the approval of the City Manager, hold meetings with its members on City property during non-working hours, provided:
1. Request is made to the City Manager as to the specific location and dates of the meeting prior to such meeting. Requests shall state the purpose of the meeting and be accompanied by copies of the agenda, notices to members and any other written communications regarding such meeting.
 2. Such meetings shall not involve political campaigns or fund-raising events.
 3. The City may charge a reasonable fee to offset the cost for the use of City facilities.

Section 4. Bulletin Boards. Space shall be made available to the Association on departmental bulletin boards provided such use does not interfere with the needs of the department(s). The Association may use bulletin boards only for the following purposes:

- A. Notice of recreational, social, or other related events.
- B. Notice of scheduled Association meetings.
- C. Information concerning Association elections and the results thereof.
- D. Reports of official Association business, including Association newsletters, reports of committees and the Board of Directors of the Association.
- E. Any other written material which has been approved and initialed by the Personnel Officer, or designee.

ARTICLE XXIX - PAYROLL DEDUCTIONS

The City agrees to payroll deductions based on signed statements of authorization in a form acceptable to the City from the affected employee for (1) Association dues; (2) credit union savings and obligations; (3) specified charity contributions; (4) deferred compensation; and (5) insurance premiums. The Association and employees agree to defend and hold the City harmless and indemnify the City against any claims, causes of action, lawsuits or liability arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employees pursuant to this Article.

ARTICLE XXX - NO STRIKE - NO LOCKOUT

Section 1. Prohibited Conduct.

- A. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike,

walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

- B. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.
- C. Any employee who participates in any conduct prohibited in Section 1A of this Article may be subject to disciplinary action up to and including termination.
- D. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 2 of this Article, the City may suspend any and all of the rights, and privileges, accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to: suspension of recognition of the Association, grievance procedures, right of access, dues deduction, the use of the City's bulletin boards and facilities.

Section 2. Association Responsibility.

- A. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1 of this Article, the Association or its duly authorized representatives shall immediately instruct any employees engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and is unlawful, and they should immediately cease engaging in the prohibited conduct and return to work.
- B. If the Association performs all of the responsibilities set forth in Section 2A of this Article, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement.

ARTICLE XXXI – EMPLOYMENT SERVICE AREA

It is understood and agreed by the parties that employees covered by this Agreement may be assigned, and are considered to be in the course and scope of employment while providing services, within Brea, Yorba Linda and any other jurisdictional area for which Brea provides Police services by contract. Therefore, the parties understand and agree that the exclusive remedy provisions of workers' compensation law shall apply for any injuries incurred by any employee while engaged in the provision of police services.

ARTICLE XXXII - ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. Notwithstanding the provisions of Section 1 of this Article, there exists within the City certain rules, regulations, ordinances, policies or practices that affect wages, hours and working conditions. To the extent that this Agreement does not specifically contradict these rules, regulations, ordinances, policies or practices, they shall remain in force and unchanged during the term of this or unless changed by written agreement of the parties.

ARTICLE XXXIII - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

Except where required by this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

ARTICLE XXXIV - MEET AND CONFER REGARDING NEW POSITIONS

The City agrees to meet and confer on any newly budgeted sworn position to determine special assignment pay, as appropriate.

ARTICLE XXXV - EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder or national emergency, the provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ARTICLE XXXVI - SEVERABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXXVII - TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall begin on March 1, 2008; its provisions shall be applicable as of the time the Memorandum of Understanding becomes legally effective pursuant to City Council action or such other effective date as specified in a particular provision; it shall pertain to employees who are unit employees on and after the date the Memorandum of Understanding becomes legally binding pursuant to City Council action; and the Memorandum of Understanding shall continue in full force and effect through February 28, 2011.

CITY OF BREA

BREA POLICE ASSOCIATION

Mayor

President

Dated: _____

Dated: _____

Attest: City Clerk

Date: _____

EXHIBIT A

List of Represented Classifications

EXHIBIT A

Brea Police Association

List of Represented Classifications

Civilian Investigator

Communications Supervisor

Police Services Officer

Jailer

Parking Control Officer

Police Officer

Police Officer Recruit

Police Sergeant

Property and Evidence Technician

Public Safety Dispatcher I

Public Safety Dispatcher II

Senior Public Safety Dispatcher

EXHIBIT B

SALARY TABLES
EFFECTIVE
12/29/2007
THROUGH
6/27/2008

BREA POLICE ASSOCIATION
December 29, 2007 through June 27, 2008

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CIVILIAN INVESTIGATOR	\$4,337.67	\$5,553.29
COMMUNICATIONS SUPERVISOR	5,423.53	6,943.45
COMMUNICATIONS SUPERVISOR- BILINGUAL	5,572.67	7,092.80
JAILER	3,673.57	4,703.07
JAILER – BILINGUAL	3,823.73	4,853.33
PARKING CONTROL OFFICER	3,285.91	4,206.77
POLICE OFFICER	5,156.27	6,601.29
POLICE OFFICER – BILINGUAL	5,305.73	6,751.33
POLICE OFFICER – POST ADVANCED	5,671.89	7,261.42
POLICE OFFICER – POST ADVANCED – BILINGUAL	5,822.27	7,411.73
POLICE OFFICER – POST INTERMEDIATE	5,414.08	6,931.35
POLICE OFFICER – POST INTERMEDIATE – BILINGUAL	5,564.00	7,080.67
POLICE OFFICER – ASSIGNMENT OR RETURN TO PATROL	5,414.08	6,931.35
POLICE OFFICER – ASSIGNMENT - BILINGUAL OR RETURN – BILINGUAL	5,564.00	7,080.67
POLICE OFFICER – ASSIGNMENT – POST ADVANCED OR RETURN TO PATROL – POST ADVANCED	5,955.49	7,624.49
POLICE OFFICER–ASSIGNMENT–POST ADVANCED-BILINGUAL OR RETURN – POST ADVANCED-BILINGUAL	6,104.80	7,774.00
POLICE OFFICER-ASSIGNMENT-POST INTERMEDIATE OR RETURN – POST INTERMEDIATE	5,684.78	7,277.92
POLICE OFFICER-ASSIGN-POST INTERMEDIATE-BILINGUAL OR RETURN – POST INTERMEDIATE – BILINGUAL	5,834.40	7,427.33

December 29, 2007 through June 27, 2008 (Continued)

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE OFFICER- ASSIGNMENT/ASSIGNMENT	\$5,671.89	\$7,261.42
POLICE OFFICER - ASSIGNMENT/ASSIGNMENT -BILINGUAL	5,822.27	7,411.73
POLICE OFFICER – ASSIGN/ASSIGN – POST ADVANCED OR ASSIGN/RETURN – POST ADVANCED	6,239.08	7,987.56
POLICE OFFICER – ASSIGN/ASSIGN – POST INTERMEDIATE OR ASSIGN/RETURN – POST INTERMEDIATE	5,955.49	7,624.49
POLICE OFFICER – ASSIGN/ASSIGN –POST ADVANCED – BILINGUAL OR ASSIGN/RETURN – POST ADVANCED – BILINGUAL	6,389.07	8,138.00
POLICE OFFICER – ASSIGN/ASSIGN – POST INTERMEDIATE – BILINGUAL OR ASSIGN/RETURN – POST INTERMEDIATE – BILINGUAL	6,104.80	7,774.00
POLICE OFFICER RECRUIT		4,909.35
POLICE SERGEANT	6,664.06	8,531.63
POLICE SERGEANT – BILINGUAL	6,813.73	8,682.27
POLICE SERGEANT – POST ADVANCED	7,330.46	9,384.79
POLICE SERGEANT – POST ADVANCED - BILINGUAL	7,481.07	9,535.07
POLICE SERGEANT – POST INTERMEDIATE	6,997.26	8,958.21
POLICE SERGEANT – POST INTERMEDIATE– BILINGUAL	7,146.53	9,108.67
POLICE SERGEANT – ASSIGNMENT	6,997.26	8,958.21
POLICE SERGEANT – ASSIGNMENT/BILINGUAL	7,146.53	9,108.67
POLICE SERGEANT – ASSIGN – POST ADVANCED OR RETURN TO PATROL – POST ADVANCED	7,696.98	9,854.03
POLICE SERGEANT – ASSIGN – POST ADVANCED-BILINGUAL OR RETURN TO PATROL–POST ADVANCED-BILINGUAL	7,846.80	10,004.80

December 29, 2007 through June 27, 2008 (Continued)

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE SERGEANT – ASSIGN-POST INTERMEDIATE OR RETURN TO PATROL –POST INTERMEDIATE	\$7,347.12	\$9,406.12
POLICE SERGEANT – ASSIGN – POST INTERMEDIATE- BILINGUAL OR RETURN TO PATROL - POST INTERMEDIATE- BILINGUAL	7,496.67	9,555.87
POLICE SERVICES OFFICER	3,614.73	4,627.74
POLICE SERVICES OFFICER – BILINGUAL	3,764.80	4,777.07
PROPERTY AND EVIDENCE TECHNICIAN	3,671.58	4,700.52
PROPERTY AND EVIDENCE TECHNICIAN – BILINGUAL	3,822.00	4,849.87
PUBLIC SAFETY DISPATCHER I	3,727.28	4,771.83
PUBLIC SAFETY DISPATCHER I – BILINGUAL	3,877.47	4,922.67
PUBLIC SAFETY DISPATCHER II	4,100.83	5,250.07
PUBLIC SAFETY DISPATCHER II – BILINGUAL	4,250.13	5,399.33
PUBLIC SAFETY DISPATCHER II – TRAINING	4,305.87	5,512.57
SENIOR PUBLIC SAFETY DISPATCHER	4,510.90	5,775.06
SENIOR PUBLIC SAFETY DISPATCHER – BILINGUAL	4,660.93	5,924.53

SALARY TABLES
EFFECTIVE
6/28/2008
THROUGH
12/26/2008

BREA POLICE ASSOCIATION
June 28, 2008 through December 26, 2008

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CIVILIAN INVESTIGATOR	\$4,337.67	\$5,553.29
COMMUNICATIONS SUPERVISOR	5,423.53	6,943.45
COMMUNICATIONS SUPERVISOR- BILINGUAL	5,622.93	7,143.07
JAILER	3,673.57	4,703.07
JAILER – BILINGUAL	3,874.00	4,903.60
PARKING CONTROL OFFICER	3,285.91	4,206.77
POLICE OFFICER	5,156.27	6,601.29
POLICE OFFICER – BILINGUAL	5,356.00	6,801.60
POLICE OFFICER – POST ADVANCED	5,775.02	7,363.44
POLICE OFFICER – POST ADVANCED – BILINGUAL	5,974.80	7,593.73
POLICE OFFICER – POST INTERMEDIATE	5,517.20	7,063.38
POLICE OFFICER – POST INTERMEDIATE – BILINGUAL	5,716.53	7,262.67
POLICE OFFICER – ASSIGNMENT OR RETURN TO PATROL	5,414.08	6,931.35
POLICE OFFICER – ASSIGNMENT - BILINGUAL OR RETURN – BILINGUAL	5,614.27	7,130.93
POLICE OFFICER – ASSIGNMENT – POST ADVANCED OR RETURN TO PATROL – POST ADVANCED	6,063.77	7,763.11
POLICE OFFICER–ASSIGNMENT–POST ADVANCED-BILINGUAL OR RETURN – POST ADVANCED-BILINGUAL	6,264.27	7,962.93
POLICE OFFICER-ASSIGNMENT-POST INTERMEDIATE OR RETURN – POST INTERMEDIATE	5,793.06	7,416.55
POLICE OFFICER-ASSIGN-POST INTERMEDIATE-BILINGUAL OR RETURN – POST INTERMEDIATE – BILINGUAL	5,993.87	7,616.27

June 28, 2008 through December 26, 2008(Continued)

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE OFFICER- ASSIGNMENT/ASSIGNMENT	\$5,671.89	\$7,261.42
POLICE OFFICER - ASSIGNMENT/ASSIGNMENT -BILINGUAL	5,872.53	7,462.00
POLICE OFFICER – ASSIGN/ASSIGN – POST ADVANCED OR ASSIGN/RETURN – POST ADVANCED	6,352.52	8,132.79
POLICE OFFICER – ASSIGN/ASSIGN – POST INTERMEDIATE OR ASSIGN/RETURN – POST INTERMEDIATE	6,068.92	7,769.71
POLICE OFFICER – ASSIGN/ASSIGN –POST ADVANCED – BILINGUAL OR ASSIGN/RETURN – POST ADVANCED – BILINGUAL	6,552.00	8,332.13
POLICE OFFICER – ASSIGN/ASSIGN – POST INTERMEDIATE – BILINGUAL OR ASSIGN/RETURN – POST INTERMEDIATE – BILINGUAL	6,269.47	7,969.87
POLICE OFFICER RECRUIT		4,909.35
POLICE SERGEANT	6,664.06	8,531.63
POLICE SERGEANT – BILINGUAL	6,864.00	8,730.80
POLICE SERGEANT – POST ADVANCED	7,463.74	9,555.43
POLICE SERGEANT – POST ADVANCED - BILINGUAL	7,663.07	9,755.20
POLICE SERGEANT – POST INTERMEDIATE	7,130.54	9,128.84
POLICE SERGEANT – POST INTERMEDIATE– BILINGUAL	7,330.27	9,328.80
POLICE SERGEANT – ASSIGNMENT	6,997.26	8,958.21
POLICE SERGEANT – ASSIGNMENT/BILINGUAL	7,196.80	9,158.93
POLICE SERGEANT – ASSIGN – POST ADVANCED OR RETURN TO PATROL – POST ADVANCED	7,836.93	10,033.20
POLICE SERGEANT – ASSIGN – POST ADVANCED-BILINGUAL OR RETURN TO PATROL–POST ADVANCED-BILINGUAL	8,037.47	10,233.60

June 28, 2008 through December 26, 2008 (Continued)

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE SERGEANT – ASSIGN-POST INTERMEDIATE OR RETURN TO PATROL –POST INTERMEDIATE	\$7,487.07	\$9,585.29
POLICE SERGEANT – ASSIGN – POST INTERMEDIATE- BILINGUAL OR RETURN TO PATROL - POST INTERMEDIATE- BILINGUAL	7,687.33	9,784.67
POLICE SERVICES OFFICER	3,614.73	4,627.74
POLICE SERVICES OFFICER – BILINGUAL	3,815.07	4,827.33
PROPERTY AND EVIDENCE TECHNICIAN	3,671.58	4,700.52
PROPERTY AND EVIDENCE TECHNICIAN – BILINGUAL	3,872.27	4,900.13
PUBLIC SAFETY DISPATCHER I	3,727.28	4,771.83
PUBLIC SAFETY DISPATCHER I – BILINGUAL	3,927.73	4,971.20
PUBLIC SAFETY DISPATCHER II	4,100.83	5,250.07
PUBLIC SAFETY DISPATCHER II – BILINGUAL	4,300.40	5,449.60
PUBLIC SAFETY DISPATCHER II – TRAINING	4,305.87	5,512.57
SENIOR PUBLIC SAFETY DISPATCHER	4,510.90	5,775.06
SENIOR PUBLIC SAFETY DISPATCHER – BILINGUAL	4,711.20	5,974.80

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