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RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MILPITAS ADOPTING THE MILPITAS POLICE OFFICERS ASSOCIATION (MPOA) MEMORANDUM OF UNDERSTANDING

WHEREAS, the most recent Memorandum of Understanding (MOU) with the Milpitas Police Officers Association (MPOA) and the City of Milpitas covered the period of January 1, 2002 to June 30, 2005; and

WHEREAS, representatives of the MPOA and the City of Milpitas met in good faith and negotiated a successor Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding provides for general wage increases as follows: a 1% base salary increase effective the pay period including July 1, 2006; and the remaining wage increases will occur as follows: a 2% base salary increase effective the pay period including January 1, 2007; a 3% base salary increase effective the pay period including July 1, 2007; and

WHEREAS, the new Memorandum of Understanding between the Milpitas Police Officers Association and the City of Milpitas shall be effective July 1, 2005 through December 31, 2007, and a copy of which is attached as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED, BY THE City Council of the City of Milpitas, that the Memorandum of Understanding between the Milpitas Officers Association and the City of Milpitas is hereby adopted.

PASSED AND ADOPTED this _____day of _____, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Mary Lavelle, City Clerk

APPROVED:

_____
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

_____
Steven T. Mattas, City Attorney

MEMORANDUM
of
UNDERSTANDING

The City of Milpitas

and

Milpitas Police Officers Association

July 1, 2005 – December 31, 2007

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MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MILPITAS AND MILPITAS POLICE OFFICERS ASSOCIATION ON SALARIES, FRINGE BENEFITS AND WORKING CONDITIONS

JULY 1, 2005 TO DECEMBER 31, 2007

The authorized representatives of the City of Milpitas, hereafter referred to as the "City," and the authorized representatives of the Milpitas Police Officers Association, hereafter referred to as the "Association," do hereby jointly accept and agree to all the terms and conditions of employment set forth in this Memorandum of Understanding (hereinafter "MOU") pursuant to Section 15.13 of the Personnel Rules and Regulations of the City of Milpitas (as amended).

If any section, subsection, sentence, clause or phrase of the Memorandum is for any reason held illegal, invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

a) The term of this MOU shall be for THIRTY (30) months commencing at 12:01 a.m. on July 1, 2005 and terminating at 12:00 Midnight on December 31, 2007.

b) This MOU shall apply to all employees listed in the salary schedule set forth in Appendix A of this agreement and attached hereto.

c) The terms and conditions of employment set forth in this MOU have been arrived at upon meeting and conferring in good faith by the authorized representatives of the City and the authorized representatives of the Association. The authorized representatives of the Association agree to recommend acceptance by the employees of all terms and conditions of employment set forth herein and the authorized representatives of the City agree to recommend to the Milpitas City Council that all terms and conditions set forth herein be approved by resolution. Upon adoption of said resolution, all terms and conditions so incorporated shall become effective without further action by either party.

d) This MOU is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et. seq.) and has been jointly prepared by the parties.

e) The legal relationship between the City, its employees and the Milpitas Police Officers Association is governed by the law of the State of California including but not limited to the Meyers-Milias-Brown Act, the Public Safety Officers Bill of Rights, City Ordinances, Resolutions, Rules and Procedures and this Memorandum of Understanding. Wherever this MOU contains a provision relating to the subject matter which is also referred to in City Resolutions, Rules or Procedures, the provisions of this MOU shall prevail. The parties understand and agree that City ordinances cannot be amended by this agreement.

f) The City recognizes the Association as the exclusive representative under Government Code Sections 3500 et. seq. for the following classifications of employees within the Milpitas Police Department:

Patrol Officer
Police Officer
Police Sergeant
Police Lieutenant

Patrol Officer Trainee
Police Officer Trainee
Communications Dispatcher
Communications Supervisor
Police Clerk I
Police Clerk II
Police Clerk Supervisor
Police Property Clerk
Police Assistant

SECTION 1.00 – EMPLOYEE RIGHTS

1.01 Any employee in the City's competitive service may join, organize, maintain or not maintain membership in a labor organization if he/she so desires. The City neither encourages nor discourages these activities, nor does membership or non-membership in any labor organization affect the employees standing or right as a City employee. The right to join, organize or maintain membership in a labor organization is also extended to any association of municipal employees not identified with any labor organization.

The right to join a labor union or any association of municipal employees also includes the right not to join. Any employee desiring to join, remain a member, or become independent of any such organization or association must be free to exercise his/her right without undue influence, coercion, intimidation, or pressure of any kind from any person. Any attempt by one City employee to unduly influence or pressure any employee regarding the employee's membership or non-membership in any organization or association is contrary to this agreement, and any offender shall be subject to disciplinary action. Undue influence or pressure for these purposes is an attempt to persuade an employee to change his/her mind by any means other than written or verbal discussion of the pros and cons of membership or non-membership. Any City right or benefit shall not be denied or adversely affected by employees, covered by this MOU, exercising their right not to join an employee organization. No employee, covered by this MOU, shall be denied or adversely affected in City rights or benefits for engaging in employee organization activities, including representing the Association or members of the Association.

1.02 Employees participating in organizational or other labor union activities or similar activities of any employee association are required to conduct such activities on their own time and not during regularly assigned working hours, with the following exceptions:

1.02.1 A steward representing or assisting a fellow employee in the presentation of a grievance (including representation in disciplinary proceeding) may utilize such working hours as are essential to present the grievance to management; however, solicitation of grievances shall be on the employee's own time.

1.02.2 Officials of any organization representing employees in this bargaining unit may meet with the City Manager or other City officials when such meeting times are approved by the City Manager.

1.02.3 Business agents or representatives of the Association or its affiliates having business (other than recruiting of members) with the officers or individual members of the Association or other recognized employee group may meet and confer with such officers

or members during the course of the working day for a reasonable period of time provided that permission is first obtained from the Chief, if on duty, and the employee's immediate supervisor, and further provided that the conduct of such business will in no way conflict with the performance of City business.

1.03 The use of work place or premises for organizational activities other than the presentation of a grievance or the conduct of business as provided for above, is permitted only after working hours, with the advance notice of the Chief or City Manager and shall in no way interfere with the performance of official duties of on-duty personnel. Official bulletin boards may be used only for notice of meetings of employee organizations and for no other organizational purpose. The City will, however, provide space upon request at any City facility for a union or employee association furnished, installed, and maintained bulletin board for posting of notices and bulletins and a magazine rack for distribution of union or association literature.

1.04 For City employees who may wish to belong to a public employees union or association, the City will cause dues to be deducted where specifically authorized in writing by the employee in advance. The employee may, at any time and for any reason, cancel his/her authorization for such payroll deduction in writing. The employee's written cancellation of such authorized deductions will in no way affect his/her job or standing as a City employee.

1.05 The City shall provide space approved by the Police Chief to accommodate an Association file cabinet, bookcase and answering machine. There is no intent to create by the Association or provide by the City an "Association Office", however, the City recognizes the Association's need to conduct administrative tasks. This arrangement shall not be used by on-duty members during work hours except as provided for in this section. It is understood that Administrative tasks exclude political activities. The Association agrees not to engage in any political activities while using a City facility.

1.06 The City shall provide paid release time for Association officers and members to conduct essential Association business, such as labor negotiations, PORAC's annual conference, training and monthly meetings, benefits meetings with the City and/or applicable government agencies, and other essential training and conferences excluding political activity, upon reasonable written notice to and prior approval by the Police Chief. Release time shall not result in overtime by any other employee. These events include but are not limited to:

EVENT	ANTICIPATED MAXIMUM PERSONNEL	DAYS/HOURS
P.O.R.A.C. Monthly Meetings	2	5 hr./month
P.O.R.A.C. Annual Conference	3	5 days
Labor Negotiations Training	3	3-4 days
LTD and Health Benefits Meetings	2	5 hr.
PERS Meetings	2	1 day
MOU Negotiations With the City	5	Per meeting

The Police Chief or his/her designee may, at his/her discretion, also approve paid release time for meetings, seminars, conventions, symposia that are not for essential Association business.

1.07 The Association's use of City facilities shall be conditioned upon the City's right to suspend, revoke or modify said use upon reasonable notice. After notifying the Association of the City's proposed

action and the reason for the action, the City Manager or his or her designee will convene a meeting to consider the Association's position and to decide whether the use shall be suspended, revoked, or modified.

1.08 The City agrees to notify an elected officer of the MPOA if an employee dies or suffers a serious injury while in the course and scope of duty or causes or is accused of causing a serious injury or death while in the course and scope of duty. The Association has the obligation to maintain confidentiality regarding private medical information learned about an employee's injury.

SECTION 2.00 – CITY RIGHTS

2.01 The City continues to possess exclusively the rights listed below, plus all other rights to which by law the City is entitled. These rights may not be abridged or modified in any way, except by formal legislative action by the City Council (i.e. resolution or ordinance) The City has the right and may exercise its discretion:

2.01.1 To determine the mission of its constituent departments, commissions and boards;

2.01.2 To set standards of service.

2.01.3 To direct employees, make assignments and reassignments, schedule and assign work, and require and assign overtime work;

2.01.4 To take disciplinary action;

2.01.5 To relieve its employees from duty because of lack of work or other legitimate reasons;

2.01.6 To employ any appropriate means or method to maintain the efficiency of governmental operations and administration;

2.01.7 To determine the methods, means and personnel by which government operations are to be conducted;

2.01.8 To determine the procedure and standards for selection for employment and determine the content of job classifications;

2.01.9 To determine when an emergency exists and to take all necessary action to carry out its mission in emergencies, including recalling and deploying off-duty personnel and requiring that employees work overtime;

2.01.10 To exercise complete control and discretion over its organization and technology of performing its work;

2.01.11 To organize and reorganize its departments and affairs, and to otherwise exercise complete control and discretion over its organization;

2.01.12 To transfer or reassign employees, as outlined in the MOU; and

2.01.13 To layoff employees by position as a result of: a material change in duties, organization, or shortage of work or funds in the Department or the City.

2.02 Specialty Assignments: Routine and scheduled openings to specialty assignments shall be announced at least six (6) weeks in advance in writing so that eligible candidates have the opportunity to submit a request for such specialty assignment. In making the assignment, the

Police Chief shall consider, but is not limited to, the applicant's special skills, qualifications, evaluations, and service record and the effect of the assignment on the applicant's career development. When a specialty assignment occurs at other than a normal rotation date, the Department shall post the announcement at least two weeks in advance of the selection.

2.03 Transfers: As specified above, the City retains the right to make personnel transfers as deemed necessary for the good of the City and the Department. Said transfers shall not be made without reasonable notice (as the circumstances permit) to such employee or until the employee's written objections, if any, are considered by the Chief.

Such transfers shall not be for disciplinary purposes. The City shall not be required to comply with pre-disciplinary or disciplinary procedures in connection therewith.

No sworn officer shall be loaned or temporarily reassigned to a location or duty assignment if another sworn officer would not normally be sent to that location or would not be given that duty assignment under similar circumstances.

2.04 Any violation of the policies and procedures created by this MOU may be grounds for disciplinary action as defined by this MOU. Any MOU provision between the City and the Association shall take precedence over any of the above-enumerated employee and management rights. Such a Memorandum of Understanding will be honored in good faith during the life of this contract.

2.05 Except in cases of emergency the City shall give written notice (30 days in advance of any contract with third parties) which shall result in the lay-off, demotion, or transfer of any employee represented by the Association and shall meet and confer with the Association regarding the same upon reasonable notice.

SECTION 3.00 – ADVANCE NOTICE

Except in cases of emergency as provided in this section, the City shall give reasonable written notice to each recognized employee organization affected by an ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation including actions taken under City Rights that affect wages, hours and other terms and conditions of employment proposed to be adopted by the City and shall give such recognized employee organizations the opportunity to meet with City representatives. The scope of representation shall not, however, include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

SECTION 4.00 - DISCIPLINE PROCEDURES

4.01 - DISCIPLINARY ACTION

4.01.1 Causes for Disciplinary Action

Discipline may be imposed for cause, based upon, but not limited to, the following conduct:

(a) Fraud in securing appointment.
(b) Falsification of records.
(c) False statements or representations regarding another employee or work performed.

(d) Failure to satisfactorily perform the duties and/or responsibilities of an employee's position.
(e) Inexcusable neglect of duty.
(f) Insubordination.
(g) Reporting for or performing work while impaired as a result of alcohol and/or drug use.
(h) Dishonesty or misuse of or misappropriation of City property and/or funds.
(i) Criminal conviction which carries potential sentence of imprisonment in a federal penitentiary or a state prison; or conviction of any crime involving moral turpitude, or conviction of any misdemeanor substantially relating to the function of an employee's position.
(j) Unauthorized absence.
(k) Absenteeism.
(l) Non-observance of work hours, including tardiness, and abuse of leave privileges.
(m) Discourteous or non-cooperative treatment of the public or other employees.
(n) Conduct, either during or outside duty hours, which is of such a nature that it causes discredit to the Police Department or the City.
(o) Violation of any condition of employment contained in the Municipal Code; the Personnel Rules & Regulations; any Personnel Policies and Procedures, the Milpitas Police Manual; this Memorandum of Understanding; or a formal action of the Council.
(p) Failure to meet financial obligations to the extent that such failure leads to repeated attachment or garnishment of wages (consistent with California law).
(q) Acceptance of gift or gratuity for performing City employment-related favor or service.
(r) Failure to acquire, maintain and/or keep current any required licenses or certificates.
(s) Violation of the City's or department's outside work policy.
(t) Any illegal discriminatory act or omission based on race, age, sex, religion, political opinion or affiliation, national origin, marital status, physical or mental disability, color, creed, ancestry, sexual orientation or medical condition towards employees, applicants, independent contractors, City Council and Commission members and citizens.
(u) Gossiping.
(v) Abandonment of position.

4.02 Disciplinary Action

4.02.1 Written Reprimand

Written reprimand means written notification to the employee that there is cause for dissatisfaction with the employee's conduct or performance and that further disciplinary measures may be taken if said conduct or performance is not corrected. Written reprimands shall be given in the manner and on forms prescribed or accepted by the Human Resources Director. Written reprimands shall be made a part of the employee's official personnel record and as such may be considered as pertinent

evidence or information in any hearing. The appeals procedure for written reprimands is set forth in Section 4.05.2 below.

4.02.2 Suspension

Suspension without pay shall be any loss in pay, not to exceed thirty (30) calendar days.

4.02.3 Reduction in Step

Reduction in Step within range shall be the withdrawal of step advancements granted. Reduction in pay shall become effective on the effective date of the disciplinary action. Reduction may be made on a permanent or temporary basis.

4.02.4 Involuntary Demotion

Involuntary demotion shall be a reduction in classification to a classification having a lower maximum salary with reduction in salary. Demotion may be made on a permanent or temporary basis.

4.02.5 Termination

Termination means the dismissal of an employee from City service.

4.03 Authority for Disciplinary Action

The Police Chief, or designated representative, has authority to take disciplinary action. The Human Resources Director shall be notified of any contemplated disciplinary action, beyond a letter of reprimand, prior to the time it is taken, or in an emergency situation, as soon as possible. The immediate supervisor has the authority to issue a letter of reprimand.

4.04 Proposed Discipline Notice to Employees

Prior to receiving any suspension, reduction in step, involuntary demotion or termination, the employee shall be served with a proposed disciplinary notice containing the following:

(a) The proposed disciplinary action;

(b) The nature of the charges and/or violation of City ordinances, resolutions, written procedures, municipal code, personnel rules and regulations or departmental regulations, policies or operating procedures;

(c) The reasons for the proposed action;

(d) The materials upon which the action is based;

(e) An opportunity for the employee to respond to the charges in writing and/or to a hearing officer, not less than five working days from the date the notice was served; and

(f) The right of the employee to be represented by an attorney or other representative at any disciplinary conferences or proceedings.

4.04.1 Any employee notified pursuant to Section 4.04 above who desires an opportunity to respond may do so by appearing at the appointed place and time. Said response may be oral or in writing. The employee is not entitled to an evidentiary hearing, and the sole purpose of the meeting shall be to hear the response of the employee to the

charges. The employee shall be entitled to representation, but shall not be entitled to present witnesses, unless the hearing officer determines that the presentation of witnesses is necessary.

4.04.2 In the event that the employee is unable to respond to the charges within the time permitted, and demonstrates the reasonableness of a continuance, the hearing officer may grant a continuance.

4.05 Right of Appeal

4.05.1 Reprisals

No party to the discipline process shall retaliate against another party to the discipline process because the party participated in the discipline process.

4.05.2 Written Reprimand

The employee may request an administrative hearing with the Police Chief by submitting a written request within ten (10) working days from the date of the written reprimand. The Police Chief shall hold the hearing within ten (10) working days of the filing of the request and shall issue written findings within ten (10) working days of the hearing. The employee is not entitled to an evidentiary hearing, and the sole purpose of the meeting shall be to hear the response of the employee to the charges. The employee shall be entitled to representation, but shall not be entitled to present witnesses, unless the Police Chief, or designated representative, determines that the presentation of witnesses is necessary. Written reprimands are not subject to the Discipline Appeal process set forth in Section 4.05.3 and/or the Grievance Process.

The Human Resources Director shall remove a letter of reprimand from a personnel file upon written request by the employee provided there have been no additional disciplinary actions of a similar nature during the subsequent twelve (12) months.

If the employee's performance appraisal review contains any reference to the letter of reprimand which has been removed from the employee's personnel file, that section or page of the employee's performance appraisal review shall be rewritten so that any reference to the letter of reprimand is deleted.

4.05.3 Suspensions, reduction in step, demotion and termination

The following procedure shall be used in the appeal process:

Appeal: Within ten (10) working days of the receipt of written notice of final disciplinary action, the disciplined employee may appeal the disciplinary action to arbitration by filing a written request with the Police Chief and the Human Resources Director.

If either the City or the disciplined Employee so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of the discipline appeal first. No hearing on the merits of the discipline appeal shall be conducted until the issue of arbitrability has been decided.

The parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service within ten (10) working days after receipt of the employee's request for arbitration.

The fees and expenses of the arbitrator shall be shared equally by the City and the disciplined employee, or Association, if the Association represents the disciplined employee at the arbitration.

The services of a certified court reporter is optional. However, if any party and/or the arbitrator desires a certified court reporter, a court reporter will be employed. The parties will share the cost of the court reporter, including the original transcript, and shall pay for their own copies of the transcript. However, if (1) the arbitrator does not desire a transcript or require a court reporter, and (2) a party states in writing before the beginning of the hearing both that the party (a) does not desire a court reporter and (b) will not order a transcript, that party shall not be responsible for paying any portion of the cost of the court reporter. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

The arbitrator shall have no power or authority to interpret anything other than the Memorandum of Understanding, Personnel Rules and Regulations, and existing policies, rules, directives or procedures. The arbitrator shall be without power or authority to make any decision that requires the City to commit an unlawful act. The arbitrator also shall not have authority to change existing wage rates or employee benefits.

If, as result of an arbitration award, an employee's disciplinary action is overturned or modified in any way, relevant portions of the employee's performance appraisal review shall be rewritten, if necessary, so the performance appraisal does not include references or language inconsistent with the arbitrator's decision.

Decision - Final and Binding: The arbitrator shall issue a written decision within thirty (30) working days of hearing or submission of written briefs, whichever is later, that provides direction to the Police Chief and the City and shall be final and binding.

4.06 Waiver of Steps or Time Limits

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

SECTION 5.00 - LAYOFF

5.01 Any layoff shall be according to seniority and the procedures defined in Municipal Code Section VI-102 et seq.

5.01.1 The City Manager, after review with the Chief and the Human Resources Director, may lay off an employee because of material change in duties, organization, or shortage of work or funds in the department or the City.

5.01.2 The Human Resources Director shall notify the affected employee(s) in writing at least thirty (30) days in advance of the intended layoff and of their option to accept a voluntary demotion in lieu of layoff.

5.01.3 Employees laid-off or accepting demotions in lieu of layoff shall be placed on a Re-Employment List in inverse order of displacement for an appropriate Class for three (3) years.

SECTION 6.00 - RESIGNATION

An employee wishing to resign in good standing shall file with the Chief a written resignation at least two calendar weeks before the effective date of termination, stating the reasons for leaving. The resignation shall be forwarded to the Human Resources Director. Failure to comply with this requirement shall be entered in the service record of the employee and may be cause for denying future employment with the City.

SECTION 7.00 - OTHER EMPLOYMENT

7.01 Employees may engage in other employment or business activity that is not inconsistent, incompatible, in conflict with, or inimical to the employee's duties or the duties, functions, or responsibilities of the City, and which does not involve time demands that would reduce the employee's efficiency.

7.02 An employee's outside employment, activity or enterprise may be prohibited if it:

(a) Involves the use for private gain or advantage of City time, facilities, equipment and supplies; or the badge, uniform, prestige or influence of the City office or employment.

(b) Involves receipt or acceptance by the Employee of any money or other consideration from anyone other than the City for the performance of an act which the Employee, if not performing such act, would be required for expected to render in the regular course of hours of City employment or as a part of regular duties.

(c) Involves the performance of an act, which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by any other Employee of the City.

(d) Involves such time demands as would reduce the Employee's efficiency.

(e) Creates a conflict of interest.

(f) Would reflect adversely on the reputation of the City or Police Department.

(g) Would interfere with the Employee's concentration, efficiency, quality of performance or safely performing his or her duties.

(h) Would significantly interfere with the Employee's ability or willingness to work overtime and/or "cover" other Employees' shifts.

7.03 Employees must notify the Police Chief in writing, and obtain advance written approval, for other employment. Disapproval of such requests may be appealed to the City Manager whose decision shall be final. Other employment work permits shall be kept in the employee's personnel file and maintained according to personnel rules.

7.04 For occasional and sporadic employment (including activities and enterprises where compensation is paid), employees must notify the Police Chief of such employment in writing prior to engaging in such activities; provided, however, that where such advance notice is not reasonably possible, it may be provided not later than the employee's next working day.

SECTION 8.00 - GRIEVANCE PROCEDURE

8.01 Definitions

(a) A grievance is any dispute, which involves the interpretation of application of any provision of this MOU. A grievance does not include disciplinary actions, as a different review procedure for disciplinary matters is otherwise provided in this MOU. Performance appraisal reviews are not grievable.

(b) A "grievant" is any Employee, or the Milpitas Police Officers Association on behalf of more than one employee, adversely affected by an alleged violation of the specific provisions of a Memorandum of Understanding or the Personnel Rules and Regulations.

(c) A "working day" is any day in which the City Hall is open for business.

(d) "Employee organization" is the Milpitas Police Officers Association.

8.02 Representation

At any step in the grievance procedure, the employee concerned may choose representation by himself/herself, representation by the Association or representation by legal counsel. The concerned employee shall be personally present at all stages of the grievance procedure unless the employee specifically waives the right in writing.

8.03 Scheduling/Attendance

Every effort shall be made to schedule grievance meetings at times that do not interfere with the regular workday of the participants. If any grievance meeting or hearing must be scheduled during duty hours, an employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. Overtime shall not be provided for off-duty time except for witnesses requested to testify by the City.

8.04 Informal Grievance

The parties shall attempt to deal with and settle grievances informally, at the nearest practical organizational level, and as promptly and fairly as possible.

In any instance of grievance, the employee or employees concerned shall first make efforts to resolve such grievance with their immediate supervisor concerned within thirty (30) calendar days following the occurrence, or knowledge, of the events on which the grievance is based.

8.05 Formal Grievance - Level I

If a mutually satisfactory solution of a grievance as specified in the paragraph above is not reached, then within ten (10) working days of the immediate supervisor's decision, the grievant(s) shall submit a grievance statement in writing. The written grievance shall set forth all of the issues involved; shall be dated and signed and shall be submitted to the Police Chief. It is recommended but not required that the grievance contain each of the following:

(a) a description of the specific facts and grounds upon which the grievance is based including names, dates, and places necessary for a complete understanding of the grievance;

(b) a specific explanation of how the grievant has been adversely affected;

(c) a listing of the provisions of the MOU which are alleged to have been violated;

(d) a listing of specific actions requested by the grievant of the City which will remedy the grievance, including a specific dollar amount, and the basis for the dollar amount, of any alleged damages at issue;

(e) an explanation why the grievant believes the decision at the informal grievance step was unsatisfactory;

(f) a statement declaring self representation or the selection of representation by the Association for said grievance; and

(g) the name, address and telephone number of the person(s) to whom notices may be sent regarding the grievance

The Police Chief, or designated representative, shall investigate the facts and issues and reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the department's business. Within ten (10) working days of receiving the formal grievance, the Police Chief or designated representative shall issue a written decision on the grievance.

8.06 Formal Grievance - Level II

If the grievance has not been resolved at Level I, the grievant may appeal the Department's written decision to the City Manager or designee, within ten (10) working days after receiving the Department's decision. The City Manager or designee will review the facts and issues, further investigate as is necessary, and reach a conclusion. Within ten (10) working days of receiving the appeal, the City Manager or designee shall issue a written decision on the grievance appeal.

8.07 Arbitration

Within ten (10) working days of the receipt of City Manager's final decision, the Grievant may request arbitration by filing a written request with the Police Chief. The Association shall also provide a copy to the Human Resources Director.

If either the City or the Grievant so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of a grievance first. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided.

The parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service within ten (10) working days after receipt of the Association's request for arbitration.

The fees and expenses of the arbitrator and the certified court reporter shall be shared equally by the City and the Grievant. The services of the certified court reporter are optional; however, if any party and/or the arbitrator desires a certified court reporter, a court reporter will be employed. The parties will share the cost of the court reporter, including the original transcript, and shall pay for their own copies of the transcript. However, if (1) the arbitrator does not desire a transcript or require a court reporter, and (2) a party states in writing before the beginning of the hearing both that the party (a) does not desire a court reporter and (b) will not order a transcript, that party shall not be responsible for paying any portion of the cost of the court reporter. All other expenses shall

be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

The arbitrator shall be without power or authority to make any decision that requires the City to commit an unlawful act. The arbitrator also shall not have authority to change existing wage rates or employee benefits.

Decision - Final and Binding

The arbitrator shall issue a final and binding written decision within thirty (30) working days of hearing or submission of written briefs, whichever is later, that provides direction to the Police Chief and the City and shall be final and binding upon both parties.

8.08 Waiver of Steps or Time Limits

Notwithstanding any provision in this section, any time limit or stage of the procedure specified in this section may be waived upon consent of all parties involved.

SECTION 9.00 - ANNUAL VACATION LEAVE

9.01 All City employees shall be entitled to paid vacation leave beginning at the end of the first six months in the service of the City. However, vacation credits for this probationary period shall be accrued by each such employee from the date of his/her initial appointment.

9.01.1 All eligible employees shall earn vacation credits at the rate of 3.3846 hours per pay period (i.e. 88 hours per year) for each full two weeks of service.

9.01.2 After completion of the fourth year of service, vacation credits shall be increased to the rate of 4.9231 hours per pay period (i.e. 128 hours per year) for each full two weeks of service.

9.01.3 After completion of the ninth year of service, vacation credits shall be increased to the rate of 6.4615 hours per pay period (i.e. 168 hours per year) for each full two weeks of service.

9.01.4 After completion of the fourteenth year of service, vacation credits shall be increased to the rate of 8.0000 hours per pay period (i.e. 208 hours per year) for each full two weeks of service.

9.01.5 After completion of the nineteenth year of service, vacation credits shall be increased to the rate of 9.5385 hours per pay period (i.e. 248 hours per year) for each full two weeks of service.

9.01.6 After completion of the twenty-fourth year of service, vacation credits shall be decreased for sworn classifications to the rate of 8.6154 hours per pay period (i.e. 224 hours per year) for each full two weeks of service.

9.01.7 After completion of the twenty-fifth year of service, vacation credits shall be decreased for sworn classifications to the rate of 6.7692 hours per pay period (i.e. 176 hours per year) for each full two weeks of service.

9.01.8 After completion of the twenty-sixth year of service, vacation credits shall be decreased for sworn classifications to the rate of 3.0769 hours per pay period (i.e. 80 hours per year) for each full two weeks of service.

9.01.9 After completion of the twenty-eighth year of service, vacation credits shall be decreased for non-sworn classifications to the rate of 8.6154 hours per pay period (i.e. 224 hours per year) for each full two weeks of service.

9.01.10 After completion of the twenty-ninth year of service, vacation credits shall be decreased for non-sworn classifications to the rate of 6.7692 hours per pay period (i.e. 176 hours per year) for each full two weeks of service.

9.01.11 After completion of the thirtieth year of service, vacation credits shall be decreased for non-sworn classifications to the rate of 3.0769 hours per pay period (i.e. 80 hours per year) for each full two weeks of service.

9.01.12 A pay period is defined as two (2) calendar weeks.

9.02 Each eligible employee shall be required to serve the equivalent of one year continuous service in the City in order to be eligible for his/her full annual vacation leave provided, however, that after six (6) months of continuous service he/she may be permitted to take vacation leave not to exceed five (5) working days.

9.03 The Chief or designee shall determine the times when an employee may take vacation. If the requirements of the City are such that an employee must defer part or all of his/her annual vacation in a particular calendar year, the appointing power shall permit the employee to defer the vacation to the following calendar year or allow the employee to cash out the deferred vacation at his/her option.

9.04 No employee may carry-over more than 336 hours of vacation leave to the following calendar year without the express approval of the City's Human Resources Director. Upon separation from the City an employee shall be compensated for accrued annual leave. Employees who are discharged or who resign during the initial probationary period are entitled to payment for accrued vacation.

9.05 In the event one or more City holidays fall within an annual vacation leave, and the employee is not receiving holiday-in-lieu pay, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

9.06 All permanent employees who work less than full time shall accrue vacation on a pro-rated basis based on their regularly scheduled assignment. Employees who receive increased vacation credits based upon a temporary assignment that exceeds three months will be credited retroactively to the first full pay period of the assignment. For example if an employee is assigned to work twenty (20) hours per week, the City will contribute fifty (50%) of the benefit contribution for full-time employees.

9.07 Each fiscal year, an employee who has 120 or less hours of vacation leave may cash out up to 40 hours of accrued vacation leave, and an employee who has accrued more than 120 hours of vacation leave may cash out up to 80 hours as follows:

(a) The employee uses at least one full workday of paid vacation leave. Vacation cash-out must be requested in advance and contingent upon having an approved vacation leave within thirty (30) calendar days, either before or after.

(b) Requests for cash-outs other than during approved vacations must be submitted to Finance; for payment in June, by May 31, or for payment in December, by November 30, of each year.

(c) Vacation leave may not be carried-over to cash-out in subsequent years, (except upon separation from City service).

9.08 Vacation leave requests for a minimum of one week will be made and approved on a pre-determined, semi-annual basis. The City will establish staffing levels based on departmental needs and input from the MPOA. Vacation assignments shall be determined based on seniority within a specialized work group, in accord with and after the City determines the City's needs. For purposes of this section, seniority shall be defined by badge number for non-supervisors and time in grade for supervisory personnel within the employee's specialized work group. The Chief, however, retains the right to modify the vacation schedule at his/her discretion to meet City needs. Supervisors within a specialized work group shall have priority over non-supervisors in vacation bidding. Full-time employees have seniority over part-time employees when it comes to vacation bidding. Once a vacation request made under this paragraph is assigned, it shall not be involuntarily cancelled except in an emergency or unusual circumstance such as, but not necessarily limited to, an earthquake, a city-wide fire, a riot, a war, an act of terrorism, an epidemic, an Act of God, or an event requiring significantly more police personnel to work than would have been foreseeable at the time the vacation was assigned.

Employees shall be permitted to request vacation at other times throughout the year on a case-by-case basis.

SECTION 10.00 - SICK LEAVE

10.01 All permanent full-time employees shall accrue sick leave beginning with the date of original employment at the rate of 3.6923 hours per pay period. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Sick leave shall be allowed only in case of necessity and actual sickness or disability. Medical or dental appointments may be charged against sick leave but will be limited to a maximum of four (4) hours per appointment and should be scheduled and approved in advance. Approval of sick leave for appointments in excess of four (4) hours must be approved by the Chief or designee. The City may take actions necessary to prevent abuse of the sick leave privilege. The City in its discretion may require a medical certificate from an employee following use of sick leave. The City's exercise of this discretion will not be considered disciplinary action.

10.01.1 After completion of the 24th year for a sworn employee, and after completion of the 28th year of service for a non-sworn employee, an employee may use up to 80 hours of sick leave for vacation or personal reasons other than illness, injury or disability if, at the time the employee uses the leave, the employee has fewer than a total of eighty (80) hours of accrued compensatory time off and vacation. An employee may use no more than eighty (80) hours of sick leave per calendar year for this purpose. An

employee has the same right to use the up to 80 hours of sick leave per calendar year described in this sub-section as applies when an employee requests to use vacation. This paragraph shall be effective prospectively, following adoption of this MOU.

10.02 All permanent employees who work less than full-time shall accrue sick leave on a pro-rated basis based on their regularly scheduled assignment. These employees also become eligible to take accrued leave upon completion of one full month of continuous service.

10.03 Tentative charge of absent time: Unless an illness or injury is compensable under the Workers' Compensation law, an ill or injured employee will have absent time charged to available sick leave or accrued vacation pay until a determination is made that the illness or injury is compensable under the Workers' Compensation law. If the employee has exhausted his/her sick leave and vacation leave, absent time will be deemed to be leave without pay pending a determination that the illness or injury is compensable under the Workers' Compensation law.

10.04 For purposes of this section only, compensability may be determined by the City Manager upon the prompt filing of a supervisor's report, medical reports, if required, and other satisfactory evidence. Any determination, hereunder, is tentative and without prejudice to the right of the City to contest the claim. Unit members should refer to SOP 13-12 entitled "Transfer of Accrued Leave," for more information.

10.05 Except when an employee is terminated for just cause, resigns, or otherwise separates from the City without a certification of "good standing," the City shall pay a separating employee (or his or her estate) who has at least five (5) years of service, a percentage of unused accrued sick leave. This payment is intended as compensation for regular attendance and satisfactory work performance. The pay-out formula shall be 2.5% x years of service x highest hourly rate x sick leave hours accrued. Employees with less than five (5) years of service are not entitled to compensation for unused accrued sick leave under this section upon separation. The Human Resources Director shall base the decision whether to certify an employee as separating in "good standing" on the overall work record of the employee. Employees hired on or before July 17, 1999 will retain the right to exercise the above sick leave cash out option for as long as they are employed with the City.

10.06 Employees hired on or after July 18, 1999, who are separating from the City with at least five (5) years of service and are not being terminated for just cause, resigning or otherwise separating from the City without a certification of "good standing," shall be paid for unused sick leave according to the following formula:

10.6.1 After completion of the fourth year: 0.25% per year x hourly rate x accrued sick leave hours.

10.06.2 After completion of the ninth year: 0.50% per year x hourly rate x accrued sick leave hours.

10.06.3 After completion of the fourteenth year: 0.75% per year x hourly rate x accrued sick leave hours.

10.06.4 After completion of the nineteenth year: 1.0% per year x hourly rate x accrued sick leave hours.

10.07 All employees are eligible for the PERS Unused Sick Leave Credit upon retirement.

10.08 In January of each year, an employee with five (5) years or more of service may elect to cash out or deposit into deferred compensation accrued sick leave. For employees hired on or before July 17, 1999, the maximum annual cashout or deposit into deferred compensation shall be the rates set forth in Section 10.05. For employees hired on or after July 18, 1999, the maximum annual cashout or deposit into deferred compensation shall be the rates set forth in Sections 10.06.1 – 10.06.4. The maximum amount shall not exceed 50% of an employee's balance. All personnel shall maintain a balance of at least 240 hours.

SECTION 11.00 - FAMILY LEAVE

11.01 Employees with available sick leave may use such sick leave for family medical purposes when a member in the employee's immediate family is involved.

11.02 In this section, family medical purposes shall mean illness, accident, medical appointments or other related occurrences.

11.03 Immediate family includes mother, father, spouse, domestic partner, brother, sister, son, and daughter of the employee, employee's spouse, or employee's domestic partner. This includes step and adoptive relationships.

11.04 Each employee will be allowed to use a maximum of up to 50% of the employee's annual accrued sick leave per calendar year for this purpose. Additional leave may be granted in unusual circumstances by the Human Resources Director.

11.05 In addition, each employee will be allowed to use any accrued leave hours up to the equivalent of 15 (fifteen) of the employee's regular work days for the birth or adoption of a child beginning with the day of birth or adoption.

SECTION 12.00 - MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken. An employee shall notify and provide applicable orders to the Chief of the need for military leave as soon as possible after learning of the need.

SECTION 13.00 – LEAVE OF ABSENCE

13.01 General Leave of Absence

13.01.1 The Human Resources Director may grant an employee a leave of absence without pay up to one year. Leave shall be considered upon written request of the Employee.

13.01.2 In evaluating an employee request, the Human Resources Director shall consider the recommendation of the Chief, departmental workload, the best interests of the City, the length of the employee's duration of employment, the employee's performance record, and the employee's stated reason for the leave.

13.01.3 An employee with a non-work-related injury or medical condition may request a leave of absence only if the employee provides a doctor's certificate. At the City's discretion

and expense, the City at any time may require a medical exam with a doctor selected by the City.

13.01.4 An employee who is on leave without pay shall not earn any employment benefits (including, but not limited to, such benefits as vacation leave, medical benefits, sick leave, retirement benefits, credit for time employed or seniority entitlements of any kind) for the period of such leave. It is the intent of this subsection that an employee on leave without pay is deemed unemployed for the period of such leave in terms of accruing benefits.

13.01.5 The Human Resources Director may authorize medical benefits for an employee on leave without pay status in extraordinary circumstances and in the interests of the City. Said benefit may not be granted in routine circumstances.

13.01.6 At the discretion of the City, an employee on leave of absence (paid or unpaid) may be required, for a stated and valid reason, to submit to a medical examination, background investigation, or fitness for duty psychological examination prior to returning to duty. A permanent employee denied reinstatement to duty may appeal such denial in accordance with the discipline procedure set forth in this MOU.

13.02 The Chief may approve an unpaid leave up to four (4) workweeks per calendar year.

13.03 Failure on the part of an employee on leave to report to duty on the date and time that leave terminates shall be cause for discharge.

13.04 Nothing in this MOU shall preclude an employee from waiving in writing the right to reinstatement as a condition of approval for a leave of absence. An employee who waives the right may request reinstatement in accordance with the City's personnel rules and regulations.

13.05 Departmental Leave

13.05.1 If, in the course of performing the duties of a Peace Officer, an employee is involved in a serious traumatic incident or in the death or serious injury of a human being, that results in serious emotional strain, the Chief, with the approval of the City Manager, shall have the right to place the employee on departmental leave without loss of pay for a period of time as determined by the Chief and City Manager.

13.05.2 In a shooting incident, at a minimum, the following shall apply: After officers involved in a shooting incident have been interviewed, the involved officers will be placed on unassigned duty for a minimum of the remainder of their workweek and at least three days of their following workweek. This duty shall not be considered disciplinary and shall not reflect negatively on the officer in any way.

SECTION 14.00 - JURY LEAVE

14.01 Employees shall receive leave with pay when called for and required to physically report to jury duty subject to these conditions:

14.01.1 The employee shall notify the Chief immediately upon receipt of the notice to serve; and

14.01.2 Any payment (except mileage) received by the employee for jury duty shall be remitted to the City, if the employee serves on City time.

SECTION 15.00 - WORKERS' COMPENSATION LEAVE

15.01 An employees unable to work because of a work-related illness or injury are eligible for workers' compensation leave, provided that the employee has notified superiors of the illness or injury and the claim has not been denied by the Human Resources Director or the City's third party workers' compensation insurance administrator.

15.02 Public Safety employees shall be compensated according to California State Labor Code Section 4850.

15.03 For all non-sworn employees, workers' compensation leave, per incident, shall be up to a maximum of 320 hours including salary continuance according to the following table:

HOURS	SALARY RATE
First 80	100%
Next 240	80%

This leave shall cover all time off from work related to the injury, including doctor's appointments and therapy treatments, provided that said hours do not exceed available workers' compensation leave. Following a maximum of 320 hours of workers' compensation leave, the City shall discontinue direct workers' compensation payments to the employee. This benefit shall be prorated based on the budgeted position. An employee may apply separately for long-term disability insurance, which becomes effective after a 60-calendar day waiting period.

An employee sustaining a work-related injury or disability shall be entitled to compensation to the extent provided by the State Workers' Compensation Insurance Act. An employee who has exhausted eligible workers' compensation leave shall receive full salary to the extent the employee's accrued sick leave or vacation time may be integrated.

15.04 An employee whose shift hours end between 12 midnight and 7:00 a.m., and who has a medical appointment related to a Workers Compensation injury in the morning hours of the same day, shall be allowed to take the last two hours of the shift off in order to rest and prepare for the medical appointment. Such time off shall be on City time and at the discretion of the on-duty supervisor, and shall be entered on the time sheet as workers compensation pay.

SECTION 16.00 - COMPASSIONATE LEAVE

Employees are granted leave of not to exceed the equivalent of one work week due to the death of an employee's spouse, mother, stepmother, mother-in-law, father, stepfather, father-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, grandmother, spouse's grandmother, grandfather, spouse's grandfather or grandchildren. Additional leave may be granted beyond the one work week period and may be extended beyond the employee's immediate family with the approval of the Human Resources Director. Compassionate leave is not charged to any other paid leave balance.

SECTION 17.00 - HOURLY RATE AND OVERTIME

17.01 Hourly Rate: For the purposes of this MOU, hourly rate of pay is defined as base pay, holiday in-lieu pay, educational incentive pay, longevity pay, Career Development Incentive, SWAT premium, motor premium, K-9 premium, Field Training Officer, Crisis Negotiator, Field Evidence Technician, Tactical Team and Tactical Dispatchers premium when applicable, bilingual premium and swing shift record premium pay provided that the employee earning the overtime is entitled to such additions over base pay by the terms and conditions of this Memorandum of Understanding. Paid leave time status counts toward "hours worked" for purposes of calculating what overtime is owed under MOU section 17.00.

17.02. Overtime, scheduled and unscheduled, shall be compensated at the rate of time and one-half pay or the equivalent in compensatory time off. Employees required to work up to eight (8) minutes beyond their normal work hours shall not receive overtime.

17.03 Call Back Pay: A minimum of three hours pay at the rate of time and one-half or its equivalent in compensatory time off, shall be guaranteed for every employee, who after leaving his/her place of duty is required without advance notice to return for emergency duties after the employee has been off duty less than four hours.

Call-back pay shall be four (4) hours pay at the rate of time and one-half, or its equivalent in compensatory time off for an employee who, after leaving the employee's place of duty, is required without prior notice to return for emergency duties after the employee has been off-duty for four (4) or more hours.

"Emergency call back" does not include a situation in which an employee is called in to work a regular patrol or dispatch function two hours (or less) before a regularly scheduled shift. In this situation, the employee will be paid on an overtime basis, at the rate of time and one half, or its equivalent in compensatory time off, from the time the employee reports for duty until the beginning of the employee's regular shift; the employee will not receive a guarantee of at least four hours pay or its equivalent in compensatory time off, at a rate of time and one half.

17.04 Authorized and required appearances at legal hearings during off duty hours shall be compensated at time and one-half or equivalent compensatory time off with a minimum of three hours. When it is necessary to attend court more than once per day and/or where the appearances are separated by more than three (3) hours or court recess for lunch, the employee shall receive the minimum of three (3) hours at time and one-half pay for each appearance.

The City agrees that if an employee receives notice of cancellation of a scheduled court appearance on the day of said appearance prior to departing his/her residence en route to either court or City Hall, and that said appearance was required during the employee's off-duty time, the employee shall be compensated at time and one-half pay for one (1) hour or equivalent compensatory time off. An employee shall receive this same compensation if (1) the employee receives a notice to appear in Court and a request that the employee (or a judicial liaison or other Police Department employee) call the Court or the District Attorney's office on the date of the scheduled appearance, (2) and the scheduled appearance is during the employee's off-duty time, and (3) the employee learns on the date of the scheduled appearance that the employee is not required to appear.

If an employee is required to testify by telephone and this can be done from his/her home, the employee shall be compensated at a pay rate of time and one-half or equivalent compensatory time off for a minimum of two hours.

17.05 Training or Meetings: Employees required to attend City approved training or meetings outside their regular shift shall be paid a minimum of two (2) hours overtime.

17.06 Compensatory Time Off

17.06.1 Accrual: Compensatory time off may be accrued by the employee throughout the year. Accrual of compensatory time off shall be limited to 480 hours for sworn, 240 hours for non-sworn employees per calendar year. However, the accrued hours may not exceed the maximum allowable on the last day of the first pay period ending in January of each year. Hours in excess of that limit on that date shall be paid to the employee on the following special pay out, and the employee's accrual bank shall be reduced accordingly.

17.06.2 Requests to Use: The City and Association agree that an employee wishing to use two or less days of accrued compensatory time off must request to use the compensatory time off at least seven (7) calendar days in advance; a request to use three to five days of accrued compensatory time off requires advance notice of 14 calendar days; and a request to use six or more days of accrued compensatory time off requires advance notice of 21 calendar days. This shall constitute reasonable notice. More notice is encouraged and would assist management in accommodating time off. Failure to provide reasonable notice shall constitute a reason for denying a request to use compensatory time off.

Only the Police Chief or designee has authority to approve or deny a request to use compensatory time off. The Chief or designee retains discretion to grant a request to use compensatory time off even if the employee did not provide reasonable notice. Even if the employee provides reasonable notice, the request may be denied if it would unduly disrupt the Department. If the employee provides reasonable notice, but time off is otherwise unavailable, the Department will post a request for volunteers to work. If a qualified employee accepts the assignment, the compensatory time off request will be granted. If no one signs up for the overtime assignment, the request to use compensatory time off may be denied. Given the need for volunteers, it is in an employee's best interest to provide as much advance notice as possible.

17.07 Overtime occurring on a paid City holiday shall result in pay, or compensatory time off, at the rate of time and one-half in addition to the paid holiday.

17.08 When an employee is required to appear in court, the City shall furnish a vehicle for transportation. If no vehicle is available, the employee shall use his/her own vehicle and shall be reimbursed by the City at the current rate per mile allowed by the IRS. If no vehicle is available, and the employee uses his/her own vehicle, the City shall assume liability for the use of the private vehicle, for City business and within the course and scope of employment, unless the employee was negligent, reckless or under the influence of alcohol or a controlled substance. Employees who drive to court must have auto insurance.

17.09 When any represented employee is required to work three (3) or more consecutive hours overtime except for training, court appearance, report writing or special details, the City shall reimburse said employee for the cost of a meal, up to a maximum of $11.00 per meal.

17.10 After working overtime without at least eight consecutive hours of rest, an employee shall not report to work until eight hours after the completion of the overtime assignment. The employee shall be paid from the beginning of the employee's next regular shift.

17.11 Communications Dispatchers and Supervisors generally shall not be required to work more than twelve (12) consecutive hours Exceptions to this general rule include if:

(a) An emergency requires dispatchers and supervisors to work more than (12) consecutive hours. The determination as to when an "emergency" exists shall be made by the Police Chief or designee.

(b) The dispatch supervisor (or watch commander for the dispatch supervisor) determines that the current dispatch staffing is inadequate.

SECTION 18.00 - HOLIDAYS

18.01 The following shall be paid holidays for the City of Milpitas employees:

(1) January 1
(2) Third Monday in January
(3) February 12
(4) Third Monday in February
(5) Last Monday in May
(6) July 4
(7) First Monday in September
(8) November 11
(9) Thanksgiving Day
(10) The day after Thanksgiving
(11) December 24, observed last working day before Christmas
(12) December 25
(13) In the event a holiday falls on a Sunday, the following Monday will be observed as the holiday.
(14) In the event a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.
(15) Any other holiday declared by the City Council as a paid City holiday for City employees.

(16) Each employee shall be credited with one (1) floating holiday each calendar year, which must be used by December 31.

(17) Employees shall be permitted to take Good Friday as a vacation day by submitting a written request to the Chief at least two weeks in advance.

18.02 Whenever a holiday falls on a working day, full time employees shall be granted the day off with pay. Personnel employed on a permanent part-time basis for less than forty hours a week shall be entitled to paid holidays on a pro-rata basis.

18.03 Notwithstanding the provisions of Section 18.02 of this Memorandum of Understanding, the following provisions for payment of holiday pay to the below listed classes shall be as follows:

18.03.1 Dispatch personnel and sworn personnel assigned to Traffic Safety and Patrol Services shall not observe City holidays and shall receive 6% holiday-in-lieu. All other employees shall observe paid City holidays.

18.03.2 Except in emergencies, if Police Clerks are required to work any day during a 3 or 4 day holiday weekend, a flat fee of $100 per weekend will be paid in addition to the time and one-half compensation for actual hours worked.

18.04 For purposes of this section, a holiday shall be deemed to begin and end at midnight.

SECTION 19.00 - STANDBY ASSIGNMENT

19.01 The City reserves the right to assign employees to standby status during non-work hours, including weeknights, weekends and holidays. Employees assigned to standby are required to be available for immediate return to work upon notification by their supervisor or Police Department Communications Dispatcher.

19.02 When assigned to standby, the following conditions will apply:

(a) If the employee leaves home, the employee is responsible for providing his/her location, telephone number and/or pager number to Police Communications .

(b) A radio equipped City vehicle may be provided for the employee's use.

(c) Travel precluding reasonable response time will not be permitted.

(d) Failure to respond will automatically result in the loss of compensation for the standby shift during which the failure to respond occurred. Failure to respond may also subject the employee to further disciplinary action.

19.03 Employees assigned to standby duty shall receive thirty minutes straight time compensation for each hour of assigned standby duty but at least one-half hour compensation at a minimum. In the event an employee is assigned to standby duty on a holiday, the employee shall receive forty-five minutes of straight time compensation for each hour of standby duty, but at least one hour compensation as a minimum.

19.04 The Department will notify the employee of the date and time when the standby starts. When the assignment ends, the employee will be notified by telephone at the available number reported to dispatch and/or through the pager system.

19.05 Standby pay shall not be in addition to court time under Section 17.02.3. An employee shall not be entitled to claim court time and standby time for the same time period.

SECTION 20.00 - EDUCATION AND TRAINING

20.01 EDUCATION

20.01.1 The City of Milpitas will provide a tuition reimbursement program for educational activities (which may include educational activities such as lectures, symposiums or seminars), which are job related and approved in advance by the Chief and the Human Resources Director. The amount of the fund shall not exceed the amount

budgeted for this purpose. Any eligible employee whose regular assignment is less than full-time is entitled to the benefits of this section on a pro-rata basis (i.e. reimbursement under this Section for an employee who works ½ time would be 50% of the benefit provided to eligible full-time employees under this Section.). Except as provided in section 20.01.2, individual full-time employees are subject to a total reimbursement of $2,000, (approximately the amount of tuition and registration costs for two semesters/6 units each at San Jose State University) plus books required by the reimbursed course, per fiscal year. Reimbursement is subject to the guidelines outlined in the Tuition Reimbursement S.O.P.

20.01.2 For employees who achieve a degree through an accelerated degree program, the employees may continue to receive reimbursement after achieving their degree, up to a maximum amount of $10,000. For example, if an employee achieves a degree through an accelerated program in two years, and the degree would otherwise have taken 5 years to achieve, the employee may receive reimbursement for $2000 each year for five years. In order to be eligible, all of the following requirements must be met:

(a) The employee must remain employed by the City, and be employed on the last day of the fiscal year during which the employee receives reimbursement.

(b) In the event employment is terminated, all future payment obligations under this section cease.

(c) The employee must provide receipts and otherwise meet the terms of the City's tuition reimbursement policy.

(d) The employee must demonstrate that the accelerated program resulted in achieving a degree, which would otherwise have met the reimbursement requirements.

20.02 TRAINING

20.02.1 If an employee is directed to participate in a training program which is related to his/her job, the City shall provide compensation for the following:

(a) Regular wages for time away from the job (if during working hours);

(b) Overtime or compensatory time off whenever an employee's combined training time and work time exceeds the regular assignment in a work week;

(c) Costs of tuition and/or registration for the training;

(d) Reimbursement for authorized transportation costs to and from the training (i.e. mileage reimbursement if an employee uses his or her personal automobile as allowed by the City; however, if employees car pool to a training session, only the employee who is the owner of the automobile shall be entitled to mileage reimbursement; and

(e) Compensable travel time where required by the Fair Labor Standards Act.

20.02.2 Participation in and successful completion of training courses may be considered in making employment advancements and promotions.

SECTION 21.00 - ATTENDANCE

21.01 Employees shall be in attendance at their work in accordance with the provisions of this Memorandum of Understanding regarding hours of work, holidays and leaves. All departments shall keep daily attendance records of employees which shall be reported to the City Manager in the form and on the dates he/she specifies.

21.01.1 An employee whose absence from duty is not authorized will not receive pay or benefits for the absent period and shall be subject to discipline. It shall be the responsibility of an employee absent without leave to promptly notify his/her supervisor of the reason the employee is absent without leave and of the employee's availability for duty.

21.02 City is not obligated to notify an employee that he/she is absent without leave. Failure of an employee absent without leave to return to duty shall be grounds for discipline (including discharge) subject to required disciplinary procedures and rights.

21.03 The City agrees that each employee shall be entitled to two 15-minute rest breaks per day. Further, said rest breaks may be taken at the discretion of the supervisor (subject to operational conditions).

21.04 For the term of this agreement, sworn police personnel working shifts shall work a 5/9 schedule (i.e., 5 consecutive 9 hour days), unless modified by the Police Chief. All other sworn employees shall work a 9/80 schedule (i.e., 9 work days in a 2 week period, with two days off one week and three days off the next), with the exception of the Non-Patrol Lieutenant, Personnel Sergeant, Internal Affairs Sergeant, Traffic Sergeant and Police Community Relations Sergeant who shall, at the discretion of the Police Chief, on a case by case basis, work a 9/80, 4/10 or 5/8 schedule to meet specified departmental or community needs. Employees shall be given at least two weeks notice prior to any schedule change. However, a supervisor and an employee may mutually agree to flex the employee's work hours, at straight time, with less than two weeks advance notice. Motorcycle officers assigned to day time duty shall work a standard 40 hour week, unless modified by the Police Chief.

Communications Dispatcher and Communications Supervisor personnel shall work a 4/10 schedule (i.e., 4 consecutive 10 hour days.)

All other employees shall work 40 hours per week.

21.05 Dispatch, patrol and traffic employees at salary step "E" with an overall rating of meets expectations or higher on the most recent "PAR" shall be allowed to bid for shifts and days off by seniority (defined by badge number for non-supervisors and time in grade for supervisory personnel) on a semi-annual basis within the employee's specialized work group. The Department may modify an employee's shift selection to meet specified departmental needs.

21.06 The Police Chief or designee shall, for purposes of meeting departmental or operational needs in an emergency or unusual circumstance, retain the authority to change an employee's work schedule. At the conclusion of the emergency, the employee shall be returned to the employee's regular schedule.

21.07 The Chief of Police will institute a pilot or test program for up to three alternative schedules during the term of this MOU. The program will be of sufficient duration to allow the Chief and MPOA to

adequately evaluate the costs, operational impacts, and benefits and harms to the Department, the City, the employees and the public. The program will begin on August 1, 2002 when a 4/10 schedule will be implemented for the field services division. A 4/10 schedule may also be implemented for all other divisions at the discretion of the Police Chief or designee. At the conclusion of the program, the Chief retains the right to return the employees participating in the program to the schedules set forth in Section 21.04. The parties have agreed to extend this pilot program into this MOU so that the next Chief of Police will have the opportunity to evaluate the pilot program, and decide whether or not to institute any additional pilot/test schedules during the term of this MOU.

21.08 Trial 4/10 Schedule for Police Detectives: The Chief of Police will institute a pilot or test 4/10 schedule for police detectives commencing in October 2006 and lasting for nine (9) months. Between April 2007 and May 2007, the City and MPOA will meet to discuss their views of the positives and negatives of the program. Following these discussions, the City may, in its discretion, extend the 4/10 trial program, make the 4/10 schedule the detectives' regular schedule, or revert to the current schedule.

SECTION 22.00 - SAFETY EQUIPMENT

22.01 The City will provide each newly hired officer with those items of safety equipment listed in Appendix B. Further, the City agrees to reimburse the officer for the purchase of new safety equipment, which conforms to departmental policy, up to the maximum amount set forth in Appendix C.

22.02 The City shall provide each sworn officer with ammunition for weapons training. An employee may seek reimbursement for up to thirty ($30) dollars per calendar year for any ammunition type that is not provided by the City, when needed to qualify for department required training on the officer's off duty or back-up weapon.

22.03 Equipment purchased in accordance with the above policy is City property.

22.03.1 The City shall provide all sworn employees with a duty weapon upon hire. The make and caliber of this weapon shall comply with the current standards of the Milpitas Police Department, as documented within the Milpitas Police Manual. This section does not preclude sworn employees from carrying their personally owned duty weapon, so long as it complies with Departmental standards - as set forth in the Milpitas Police Manual.

22.03.2 A sworn officer who has served satisfactorily in the Department for at least five (5) years may purchase a service weapon upon satisfactory separation from City service. Satisfactory service shall be determined by the Police Chief, and may include consideration of performance appraisals, disciplinary record and medical records. Prices for weapons shall be based on their depreciated value.

22.04 The City agrees to refurbish City-owned equipment, which is issued to new officers.

22.05 The City agrees to give worn out safety equipment that it will no longer use to the officer to whom it is issued.

22.06 Upon retirement, the City shall give an officer his/her service weapon and holsters without charge if either (1) the Milpitas Police Chief endorses an identification certificate approving the officer carrying a concealed and loaded firearm or (2) a hearing board determines that, under Penal Code section 12027.1, at the time the officer retired from the Milpitas Police Department, the officer had a right to a certificate permitting the carrying of a concealed and loaded firearm.

22.07 An officer who requests reimbursement from the City for the purchase of new safety equipment shall carry and use the same whenever practicable.

22.08 The City agrees that an officer may carry personally owned items of safety equipment in addition to those items issued by the City, so long as the item(s) conforms to department policy.

22.09 The City and the Association agree that the life expectancy of equipment is a guide to be used by the department for replacement. If equipment is worn out prior to the replacement date, through no fault of the officer, it will be replaced. Conversely, if said equipment is serviceable at the replacement date, it will remain in service. The decision as to the serviceability of equipment will be made by a Division Captain.

22.10 Any officer who damages or loses City-owned equipment shall immediately report the same to the Police Chief. The Police Chief shall then direct the Division Captain to determine if the damage or loss resulted from:

(a) Carelessness or neglect on the officer's part, in which case the officer will be required to reimburse the City for the cost of repairing or replacing the item(s); or

(b) Circumstances beyond the officer's control, in which case the item(s) will be repaired or replaced at no cost to the officer.

(c) This subsection does not pertain to City-owned automobiles.

22.11 The City shall provide each officer with a ballistic vest, and three (3) vest covers at time of purchase, to be selected from a list approved by the Police Chief. All ballistic vests that have been in use for five years shall be replaced, as soon as reasonably possible.

The list shall include, but not be limited to, Armor of America, Point Blank, Safariland, and Second Chance ballistic vests; up to threat level IIIA (at employee discretion); and include wrap around panels, shock and spine plate.

All officers assigned to the Operations Division, except officers assigned to the investigations unit, who are normally assigned to field duty, shall wear a ballistic vest at all times. Officers, regardless of division, either in uniform or plain clothes, may be directed to wear a ballistic vest depending on the situation.

SECTION 23.00 - UNIFORM ALLOWANCE

23.01 Newly hired employees are eligible for a prepaid initial uniform allowance. If an employee separates from City employment during the period for which a prepayment has been made, the allowance shall be pro-rated based on the time served and any overpayment shall be deducted from any sum owed the employee by the City upon separation.

23.02 Sworn personnel, dispatch personnel, records clerks and property clerks shall be eligible for an annual uniform maintenance allowance.

23.02.1 For sworn personnel the City agrees to provide thirteen hundred and fifty dollars ($1350) annually to be paid on a biweekly basis.

23.02.2 For non-sworn employees eligible for uniforms under this section, the City will provide seven hundred and eighty dollars ($780) annually to be paid on a biweekly basis.

SECTION 24.00 - RETIREMENT PLAN

24.01 The City shall continue, during the term of this understanding, the present retirement plan for Safety personnel, commonly referred to as the 3% at 50, Plan, including the 1959 Survivor's Benefit and single highest year in full force and effect and the PERS Credit for Unused Sick Leave for members of MPOA.

As soon as reasonably possible following adoption of this MOU, the City and/or MPOA will take all steps necessary to amend the City's contract with CalPERS to provide sworn employees represented by MPOA with the Fourth Level of 1959 Survivor Benefit (Gov't Code § 21574) and the Pre-Retirement Optional Settlement 2 Death Benefit (Gov't Code § 21548).

Prior to, and during the period January 1, 2002 through June 1, 2002, the City provided Non-Safety employees the PERS retirement plan, commonly referred to as the 2.0% at 55 plan, including the 1959 Survivor's Benefit and single highest year in full force and effect and the PERS Credit for Unused Sick Leave.

Effective June 2, 2002, Non-Safety employees began receiving an enhanced PERS retirement plan for "miscellaneous" employees commonly known as the 2.7% at 55 plan, including the single highest year in full force and effect, the 1959 Survivors Benefit, the IRS (414)(h)(2) program and the PERS Credit for Unused Sick Leave. The Association understands and acknowledges that the City's percentage "pick-up" of the Non-Safety employees' current mandatory contribution has not changed under the 2.7% at 55 plan, and the affected Non-Safety employees therefore have to pay an increased mandatory contribution.

24.02 Effective the pay period beginning March 3, 1996, the City agrees, as allowed under Internal Revenue Code Section 414(h)(2), to the implementation of the PERS "Pick-Up" program (TDMC) as outlined in PERS Circular Letter 100-364.

24.03 The City agrees to pay an employee for unused accrued sick leave as is set forth in Section 10 of the MOU, entitled "Sick Leave." An employee is eligible upon reaching minimum retirement age (except for death or disability which have no minimum age requirement) with at least 5 years of service with the City.

24.04 A retiring employee shall be permitted to apply sick leave pay out funds toward continuing a medical plan provided that there shall be no additional cost to the City in permitting the employee to continue medical coverage, except for reasonable administrative costs.

24.05 RETIREE HEALTH CARE

24.05.1 Former employees retired prior to January 1, 1989 may continue health plan membership at their own expense as long as membership has been maintained.

24.05.2 For permanent employees hired prior to January 1, 1996, and retired on or before June 30, 2003, who had at least five (5) years of full-time or equivalent service with the City of Milpitas, the City agrees to pay for single coverage in any eligible health plan.

24.05.3 For permanent employees hired prior to January 1, 1996, and retired on or after July 1, 2003, who have at least five (5) years of full-time or equivalent service with the City of Milpitas, the City agrees to contribute up to 15% more than the cap on the City's single, medical premium contribution for active employees (hereafter, "retiree cap amount"), so long as the retiree is enrolled in an eligible health plan.

Example: If the active employee maximum City contribution for a single plan is $210/month, the retiree will be eligible for up to $210 + 15% = $241.50/month. If the retiree's plan premium is $241.50 or less, the City will pay the applicable premium only. If the retiree's plan premium is greater than $241.50, the City will pay $241.50 toward the premium and the retiree will be responsible for the remainder.

24.05.4 For permanent employees hired on or after January 1, 1996, the City agrees to contribute up to the following percentages of the "retiree cap amount" so long as the retiree is enrolled in an eligible health plan:

a) Upon PERS retirement, the City shall pay up to a maximum of 25% of the "retiree cap amount" on behalf of employees who completed less than nine full years of service, so long as the retiree remains in one of the eligible health care plans. [Example: If the current employee cap is $210, the cap for a retiree with less than nine full years of service is $60.38 [($210 + 15%) x 25% = $60.38.]

b) Upon PERS retirement, the City shall pay up to a maximum of 50% of the "retiree cap amount" on behalf of employees who completed nine full years of service but less than fourteen full years of service, so long as the retiree remains in one of the eligible health care plans. [Example: Use formula in "a" above using 50%.]

c) Upon PERS retirement, the City shall pay up to a maximum of 75% of the "retiree cap amount" on behalf of employees who completed fourteen full years of service but less than nineteen full years of service, so long as the retiree remains in one of the eligible health care plans. [Example: Use formula in "a" above using 75%.]

d) Upon PERS retirement, the City shall pay up to a maximum of 100% of the "retiree cap amount" on behalf of employees who completed nineteen full years of service, so long as the retiree remains in one of the eligible health care plans. [Use formula in 24.05.3 above.]

24.05.5 Disability Retirement: For employees on disability retirement who had at least five (5) years of full-time or equivalent service with the City of Milpitas and retired on or between January 1, 1989 and June 30, 2003, the City agrees to pay for single coverage in any eligible health plan. For employees on disability retirement who had at least five (5) years of full-time or equivalent service with the City of Milpitas and

retired after June 30, 2003, the City agrees to contribute up to "the retiree cap amount." In either case, the City will only make the health care contributions until the former employee is re-employed.

24.05.6 Medicare: Once a retiree becomes Medicare eligible, the City shall contribute to the retiree's eligible Medicare health care plan premium to the same extent required and up to the same maximums as described in this Section 24.00.

24.05.7 Spousal/Dependent Coverage: Retirees may elect to continue coverage for a spouse or eligible dependent under the retiree group medical plan provided that the spouse/dependent is covered by the group plan at the time the employee retires and maintains enrollment. The retiree is responsible for spousal and/or dependent monthly premiums.

24.06 RETIREE DEPENDENT HEALTH CARE

24.06.1 The Retiree Dependent Health Care Fund

Each year, the City will contribute 1% of payroll with benefits to a fund to be used to help pay the medical premiums of dependents of eligible retirees, and dependents of eligible employees who became deceased while still employed (the "Fund"). The City's annual 1% of payroll with benefits contribution shall be recalculated each year based on MPOA's payroll as of the last full pay period in June. The City will annually deposit this amount in the Fund approximately fifteen (15) days following the last day of the last full pay period in June.

The City will periodically present a report to the MPOA president indicating the City's annual contribution, the total dollars in the Fund, and a brief description of how and the extent to which the 1% was used in the previous fiscal year to pay for the medical premiums of retirees' dependents. The City will use this report to set dependent contribution rates.

24.06.2 Contributions From the Fund Toward Retiree Dependent Premiums

Contributions from the Fund toward the medical premiums of dependents of retirees and eligible surviving dependents of deceased employees shall be as follows:

(a) 100% for permanent MPOA employees hired prior to January 1, 1996, and retired or deceased while employed on or after July 1, 2003, who have at least five (5) years of full-time or equivalent service with the City of Milpitas;

(b) For permanent MPOA employees hired on or after January 1, 1996, and retired or deceased while employed on or after July 1, 2003, who have at least five (5) years of full-time or equivalent service with the City of Milpitas:

(i) 25% for retirees with less than nine (9) years of service;

(ii) 50% for retirees upon completion of nine full (9) years of service;

(iii) 75% for retirees upon completion of fourteen full (14) years of service; and

(iv) 100% for retirees upon completion of nineteen full (19) years of service.

Any payments from the Fund to eligible dependents of MPOA employees who became deceased while employed prior to the adoption of this MOU shall be made prospectively only.

In no case will the City be required to place funds in the Fund above the 1% of payroll with benefits amount. If funds are depleted before the next year's City contribution is due, dependent medical premiums will be raised accordingly and will be the responsibility of the retiree and/or dependent. If less than 1% of payroll with benefits is used in a given year for the medical premiums of retirees' dependents, the remainder shall remain in the Fund and may be used in future years to supplement the City's annual 1% of payroll with benefits contribution if this contribution is insufficient in a given year to make all the payments set forth in 24.06.2(b) above.

24.07 Retiree Court Pay: When a retiree is called back to testify on the City's behalf in Court, the City will pay the retiree at the top step rate of the current salary range (without any additional incentive or additional pays) applicable to the job classification the retiree held when (s)he retired, for a minimum of four (4) hours. This provision shall be applicable prospectively, following adoption of this MOU.

SECTION 25.00 - K-9 PREMIUM

Police Officers and Sergeants are eligible for a premium of 5% of base pay when assigned to the K-9 unit by the Police Chief or designated representative, and effective from the time the police dog enters the approved departmental training program. The City, at its option, may purchase the police dog, otherwise, the employee is responsible for the purchase of a police dog. The City shall pay for K-9 training costs and shall pay for veterinary costs up to $1000.00 per year. The City shall pay each employee $100.00 monthly for food, equipment, supplies, construction or purchase of a home kennel and running area and other necessary expenses for the appropriate care of the K-9.

Police Officers and Sergeants shall be paid $180 monthly for the time spent by the employee in grooming, feeding, walking, exercising, transporting, home training, obtaining veterinary services and otherwise caring for the canine in the program. Thirty (30) minutes daily is considered to be a reasonable amount of time for care and grooming.

SECTION 26.00 - PAY PLAN

26.01 Advancement shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by the recommendation of his/her supervisor, length of service, performance record, special training and/or other pertinent evidence. No salary advancement shall be made so as to exceed the maximum rate established in the pay plan for the class to which the advanced employee's position is allocated.

26.02 In administering the pay plan, the following rules shall be observed:

26.02.1 Step "A" is the minimum rate for a position and shall be the hiring rate for said position. Initial appointment at a rate higher than step "A" may be made in the case of an unusually well qualified person or where other special conditions warrant, but only with the approval of the City Manager.

26.02.2 Step "B" represents an incentive adjustment. An employee shall be eligible for step "B" only after completion of one year from the date of employment on recommendation from the Chief and approval of the City Manager.

26.02.3 Step "C" represents an incentive adjustment for satisfactory performance and increased effectiveness. An employee shall be eligible for step "C" after completion of one year at step "B" on recommendation from the Chief and approval of the City Manager.

26.02.4 Step "D" represents an incentive adjustments for satisfactory performance and increased effectiveness. An employee shall become eligible for step "D" after completion of one year at step "C" upon recommendation of the Chief and approval of the City Manager.

26.02.5 Step "E" represents an incentive adjustment for increasingly satisfactory performance. An employee shall be eligible for step "E" after completion of one year at step "D" upon recommendation of the Chief and approval of the City Manager.

26.02.6 Employees who have demonstrated outstanding ability may be advanced to the next higher step prior to completion of one year's service at the current step upon recommendation of the Chief and approval of the City Manager.

26.03 Salary Following Promotion: Employees receiving a promotion shall receive at least a 5% increase in salary unless limited by the maximum salary range.

26.04 Performance Appraisal Review: Performance appraisals are an important personnel tool, and the City should endeavor to make them promptly.

26.05 The City shall evaluate employees annually (1) from their date of hire, or (2) the date they entered their classification. The classification date shall supersede the hire date. In any case, an employee must be evaluated at the completion of probation, be it initial, or as a result of promotion. If an employee does not receive a performance appraisal on the date it is due and the supervisor subsequently finds that the employee would have been entitled to a step increase (under this Section) as of that due date, the step increase shall become effective retroactively as of the due date of the performance appraisal. If an employee does not receive a performance appraisal within 30 working days after it is due, the employee shall have the right to file a grievance under Section 8.00 of this MOU.

26.06 In cases where an individual may be promoted within 45 days of a regular merit increase, the promotion will be based on the step increase due within 45 days provided that performance merits the increase.

26.07 All salary advancements specified within this section shall be effective with the nearest full pay period to eligibility. The nearest full pay period shall be defined as follows:

For eligibility dates which fall within the first seven (7) days of a pay period, any increase shall be effective at the beginning of that pay period.

For eligibility dates which fall within the second seven (7) days of a pay period, any increase shall be effective at the beginning of the following pay period.

26.08 The City and Association agree that whenever an employee would sustain an actual decrease in salary as a result of downward reclassification or reorganization within an existing department unit, without fault or inability on the part of the employee, the City Council shall adopt a "Y-Rate" to apply only to the employee so affected. A "Y" rate is defined as a monthly salary rate for an individual employee, which is greater than the established range for his/her classification. An employee for whom a "Y" rate is established shall not receive any increase in salary until such time as his/her rate of compensation is within the established range for his/her classification. An employee who accepts a reassignment to a lower paid position in lieu of layoff, shall not be "Y" rated.

SECTION 27.00 - BENEFITS

27.01 The benefit contribution for permanent full-time employees is as follows:

The City will contribute toward CalPERS medical benefits coverage with the maximum Kaiser Plan premium at the appropriate rate – i.e., single rate for single employees; two party rate; family rate. Dependents must meet eligibility requirements under plan terms.

The City of Milpitas currently offers CalPERS medical benefits coverage. The City reserves the right to discontinue offering this plan due to the following:

a. The plan imposes unreasonable costs upon the City;

b. The health care carrier refuses to provide services to the City;

c. The health care provider no longer offers the services; or

d. The health plan is discontinued.

27.02 The City will provide a life insurance policy in the amount of $50,000 for each bargaining unit member.

27.03 The City shall provide a dental insurance plan with similar coverage to the one the members of the Association possessed as of December 2001. The total monthly dental benefit shall be based on the Family or Single Plan. Only employees who have eligible dependents shall be eligible for the Family Plan.

27.04 The City shall provide a long-term disability plan with similar coverage to the one the members of the Association possessed as of December 2001.

27.05 Full-time employees who are covered as an eligible dependent under another health insurance plan may waive health coverage and receive a total of one hundred and twenty five dollars ($125.00) per month. Employees who wish to waive health insurance must complete the City of Milpitas' "Health Insurance Waiver" indicating they agree to abide by the terms and conditions of the waiver, and provide evidence of medical coverage each year during open enrollment.

27.06 Benefit Contribution - Part-Time Employees: The City agrees to contribute monthly premiums for medical, dental and life insurance in an amount to reflect the regularly scheduled assignment (or a long-term temporary assignment of not less than three months) pro-rated against the amount

contributed for full time employees. For example if an employee is assigned to work twenty (20) hours per week, the City will contribute fifty (50%) percent of the benefit contribution for full-time employees. Similarly, if a part time employee is assigned to work thirty (30) hours per week, the City will contribute seventy-five (75%) percent of the benefit contribution. The City agrees to provide long-term disability insurance benefits, with similar coverage to the one the members of the Association possessed as of December 2001, at no cost to the part-time employee.

27.07 The City shall contribute fifty dollars ($50) per employee towards the MPOA Trust Fund each month.

27.08 Payroll deductions for benefit costs above the City benefit contribution shall be permitted, provided that the City shall not assume unreasonable administrative costs.

27.09 All employee fringe benefits shall be administered by the City. A joint committee comprised of City representatives and representatives of each of the City employee organizations to review employee benefits, as needed. Said committee shall be advisory in nature, and any recommendations for employee benefit changes shall be subject to the approval of each employee organization, the City Manager, and the City Council (if required). The committee shall meet as necessary.

27.10 The City shall continue to provide the PERS improved nonindustrial disability benefit.

27.11 The City and representatives of each of the City employee organizations shall form a joint committee to conduct a review, survey and comparison of all available health insurance benefit programs, including the present costs to employees and retirees. The analysis shall include programs currently available to City employees and those available in the local market area.

The Committee shall attempt to have its first meeting during July, 2002. The Committee shall attempt to complete its data collection and analysis and prepare a written report with the Committee's findings and recommendations before the end of 2002. A copy of the report shall be provided to each of the City employee organizations and the City Council.

SECTION 28.00 - WORK-OUT-OF-CLASS

28.01 The City agrees that upon specific assignment by the Chief, or his/her designated representative, an employee may be required to perform the duties of a higher classification. Such assignment shall be made only to existing authorized positions, which are not actively occupied due to temporary absence of the regularly appointed employee. Such assignment shall not be made to vacant positions except in accordance with the rules pertaining to temporary or provisional appointments.

28.02 Employees assigned to duties of a higher classification commencing with the first full workday of the assignment shall be compensated at the rate of 10% above base pay.

28.02.2 In the absence of a supervisor, one person shall be designated as acting Watch Commander by the Division Captain or his/her authorized representative for the purposes of this section.

28.02.3 Non-sworn employees who do not hold supervisory classifications will be considered to be working out of class while assigned and acting as a trainer, and completes daily

or weekly training performance reports. Communications Supervisor and Police Clerk Supervisor are excluded.

28.03 Notwithstanding the above, an employee may waive the work-out-of-class pay for the training benefit of serving in a higher classification when under direct supervision of a higher ranking officer.

SECTION 29.00 - INCENTIVE PAY

29.01 For the period of this Memorandum of Understanding, sworn employees shall be entitled to educational incentive pay, if they hold the appropriate certificate, as follows:

29.01.1 Intermediate POST certificate 5% over base pay.

29.01.2 Advance POST certificate 7.5% over base pay.

29.02 Eligible employees shall not be required to participate in a requalification program in order to receive POST Incentive Pay.

29.03 All sworn and non-sworn employees shall be entitled to longevity pay as follows:

29.03.1 Effective the first full pay period following the completion of an employee's 9th year of service, a longevity incentive of three percent (3%) over base pay.

29.03.2 Effective the first full pay period following the completion of an employee's 14th year of service, a total longevity incentive of five percent (5%) over base pay (i.e., an additional 2% over the previous 3% longevity incentive for a total increase of 5% over base pay).

29.03.3 Effective the first full pay period following the completion of an employee's 19th year of service, a total longevity incentive of seven percent (7%) over base pay (i.e., an additional 2% over the previous 5% longevity incentive for a total increase of 7% over base pay).

29.03.4 Sworn Only: Effective the first full pay period following the completion of a sworn employee's 24th year of service, a total longevity incentive of 8.2% over base pay (i.e., an additional 1.2% over the previous 7% longevity incentive for a total increase of 8.2% over base pay).

29.03.5 Sworn Only: Effective the first full pay period following the completion of a sworn employee's 25th year of service, a total longevity incentive of 10.5% over base pay (i.e., an additional 2.3% over the previous 8.2% longevity incentive for a total increase of 10.5% over base pay).

29.03.6 Sworn Only: Effective the first full pay period following the completion of a sworn employee's 26th year of service, a total longevity incentive of 15.1%) over base pay (i.e., an additional 4.6% over the previous 10.5% longevity incentive for a total increase of 15.1% over base pay).

29.03.7 Non-Sworn Only: Effective the first full pay period following the completion of a non-sworn employee's 28th year of service, a total longevity incentive of 8.2% over base

pay (i.e., an additional 1.2% over the previous 7% longevity incentive for a total increase of 8.2% over base pay).

29.03.8 Non-Sworn Only: Effective the first full pay period following the completion of a non-sworn employee's 29th year of service, a total longevity incentive of 10.5% over base pay (i.e., an additional 2.3% over the previous 8.2% longevity incentive for a total increase of 10.5% over base pay).

29.03.9 Non-Sworn Only: Effective the first full pay period following the completion of a non-sworn employee's 30th year of service, a total longevity incentive of 15.1%) over base pay (i.e., an additional 4.6% over the previous 10.5% longevity incentive for a total increase of 15.1% over base pay).

SECTION 30.00 - POLICE VEHICLES

30.01 Patrol Vehicles

30.01.1 Vehicle Replacement: Reasonable efforts shall be made to replace Police patrol vehicles before such vehicles have acquired 75,000 miles, provided that if said vehicles are safe and suitable for patrol purposes after 75,000 miles, they may remain in service for another 15,000 miles or a total of 90,000 miles.

30.01.2 The determination of the safety and suitability for patrol to extend vehicle usage from 75,000 to 90,000 miles shall be the mutual responsibility of the Association and the Chief. In making said decision to extend mileage from 75,000 to 90,000 miles, the condition of motor and attached components, electrical systems, suspension, running gear, braking system, front end alignment and parts, body, accessories and tires shall be considered. If any defect is discovered, the City shall determine if the defect is correctable and if correctable, whether the cost of correction would be economically in the best interests of the City.

30.01.3 In no event shall the vehicles referred to in this section remain in service in excess of 90,000 miles, except that should such vehicles acquire the 90,000 miles during an assigned shift, such vehicles will be used for the balance of such shift, but will not be permitted to remain in service for succeeding shifts. It is agreed that unforeseen difficulties beyond the control of the City may preclude close adherence to such mileage factors, and such failure to strictly observe such mileage shall not be considered a violation of the Memorandum of Understanding. If, however, notwithstanding the above, the City repeatedly fails to adhere to mileage limits as stated above, such repeated failure may be considered a violation of the Memorandum of Understanding.

30.01.4 It is also agreed that Police vehicles, except those usually referred to as "detective cars," which are regularly and customarily used in patrol type activities, although not distinctively marked, shall be included in this replacement policy.

30.02 Police Vehicles Specifications: Police vehicles shall include Ford's "Police Interceptor Package" or a similar or equivalent Police High Performance Vehicle Package. The parties agree that it would be desirable to purchase vehicles meeting the following specifications:

a) Heavy duty suspension components
b) Heavy duty anti-lock braking system
c) High speed and performance police type tires
d) Heavy duty electrical system components
e) Heavy duty seats
f) Heavy duty automatic transmission
g) Tinted windows
h) Rear window defroster
i) Power steering
j) Electric door locks
k) Heater, defroster and air-conditioner
l) A.M.-F.M. in-dash radio
m) Electric trunk lock
n) Inside controlled rear and side view mirrors
o) Safety prisoner barrier between front and rear seat if the vehicle is to be used to transport prisoners. If space does not permit such installation, or if the City does not choose to use such vehicle for prisoner transportation, the City agrees to provide suitable prisoner transportation vehicles such as trucks or vans for such purpose.
p) Power windows
q) Air bag safety system (driver side and passenger side when available)

If unforeseen difficulties should arise, regarding safety, suitability, or acquisition of said Police vehicles during the life of this agreement, the parties shall meet and confer in an attempt to resolve said difficulties.

30.03 Other Police Vehicles

30.03.1 Special service vehicles shall be of maximum performance and safety standards to protect the employee.

30.03.2 Vehicles assigned to employees of other divisions within the Police Department shall be suitable for the duty they are likely to perform and shall have the safest possible braking and suspension system. Said vehicles shall be capable of performing emergency-type duties with a positive degree of safety. Said vehicles shall be at least mid-size and shall be replaced after six (6) years or upon reaching 90,000 miles.

SECTION 31.00 – EMPLOYEE ASSISTANCE PROGRAM

31.01 The City agrees to continue to fund an Employee Assistance Program under which sworn personnel and dispatch are and shall continue to be entitled to up to 15 annual visits and all other personnel are and shall continue to be entitled to up to 10 annual visits. The Association will assist the City in selecting a new employee assistance provider if and as needed. Relevant criteria in evaluating potential providers include the ability to provide a sufficient number of visits, cost, quality of service providers, and inclusion of service providers already used in existing program. Confidentiality must be guaranteed.

SECTION 32.00 - LIGHT DUTY

The City recognizes the importance of providing support and encouragement to police department employees who are recovering from an injury or illness in an effort to assist in making a complete and healthy recovery. Therefore, the City agrees to temporarily provide light duty assignments which are less strenuous and less hazardous for police department employees who are recovering from a work-related or off-duty injury or illness, including pregnancy. The intent of a temporary light duty assignment is to provide modified work duties which are beneficial to the employee by keeping him/her productively active, involved and informed in department activities, and beneficial to the City by the employee's work contributions and involvement during the recovery period. The temporary assignment will be consistent with the employee's physical abilities and department needs. The modified duties will reflect recommendations and limitations prescribed by the attending physician. Following are conditions for providing an employee with a light duty assignment:

(a) That the temporary assignment may be in any department of the City provided the assignment is compatible with the employee's ability.

(b) That the duties to be performed in said temporary assignment shall be those designated by the City provided that the duties shall be consistent with the written recommendations of the employee's physician.

(c) Said employee shall not be increased or reduced in pay or benefit solely by virtue of said temporary transfer.

(d) Provided that the City may verify said disability by having said employee examined by a physician of City's choosing at City's expense.

SECTION 33.00 - NO DISCRIMINATION

33.01 The City of Milpitas will not discriminate in employment practice in regard to race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, medical condition (cured or rehabilitated cancer), physical or mental disability, marital status, or political opinion or affiliation or union activity, unless such factor shall be a bona fide occupational qualification for the position, or such action is required to comply with federal or state law.

33.02 The Association shall not discriminate based on race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, medical condition (cured or rehabilitated cancer), physical or mental disability, marital status, or political opinion or affiliation or union activity, unless such factor shall be a bona fide occupational qualification for the position, or such action is required to comply with federal or state law.

SECTION 34.00 - MOTORCYCLE PROGRAM

34.01 <u>Compensation</u>

34.01.1 Employees assigned to motorcycle duty shall receive a premium of 5% of an officer's base pay during the term of assignment.

34.02 Uniform Allowance

34.02.1 The City shall provide each employee assigned to motorcycle duty the following items in addition to the regulation uniform:

(a) Motorcycle Boots (1 pr.)
(b) Motorcycle Breeches (3 pr.)
(c) Gloves (1 pr.)
(d) Leather Jacket (1)
(e) Sunglasses/Clear Safety Glasses (1 pr. ea.)

34.02.2 The City will replace this equipment as necessary.

34.02.3 The City agrees to repair or replace uniforms damaged in the line of duty subject to APPENDIX "B" - SAFETY EQUIPMENT.

34.03 Term of Assignment

34.03.1 At the Police Chief's discretion, qualified individuals will be assigned to motorcycle duty for a minimum two-year period and a maximum of six years. The Police Chief may, at his or her discretion, remove an employee from motorcycle duty for, among other reasons, failing to maintain training, equipment, proficiency or physical fitness for duty.

34.03.2 If the Officer is not physically fit for duty as the result of a non work-related injury, he/she shall not be removed from motorcycle assignment unless unable to respond as physically fit for more than 6 weeks. Any officer removed because of a non work-related injury may seek re-qualification as a motorcycle officer at a later date.

34.03.3 Once assigned to motorcycle duty, if the officer requests a transfer or resigns within the first two years, the City shall be reimbursed for the initial uniform allowance on a pro-rated basis. If the Department transfers an individual from motorcycle duty in the best interests of the Department, the reimbursement shall not apply.

34.03.4 Nothing in this section shall prohibit an officer while assigned to motorcycle duty from reapplying to motorcycle duty when a vacancy occurs, thus beginning a new six year maximum.

SECTION 35.00 - SELECTED STAFFING ASSIGNMENTS

35.01 Field Training Officers (FTO)

35.01.1 The City agrees to pay a premium of 7.5% of an officer's base pay while an officer is assigned as a Field Training Officer (FTO). "While assigned" is defined as the term of a training cycle during which a trainee, full time sworn or reserve officer, is assigned to a Field Training Officer.

35.01.2 Field Training Officers shall receive 7.5% premium compensation at all times while performing the duties of a police officer for the City of Milpitas during the time a trainee is assigned to that Field Training Officer, whether or not the trainee is being directly supervised and in company with the Training Officer. (i.e. overtime shift, sick leave, training, court time, etc.)

35.01.3 The salary increment will apply from the start of field training to its conclusion. Within reasonable limits, sick days, comp time hours, etc., will not disqualify a participant from incremental pay. If a member is not physically fit for duty as a result of a non-work related injury, he/she shall not be removed as an FTO unless unable to respond as physically fit for duty for more than 6 weeks. Any officer removed because of a non-work related injury may seek re-qualification as an FTO at a future date.

35.01.4 Desired qualifications for Field Training Officers:

(a) have a minimum of two (2) years experience (if possible) as police officers (with patrol officer experience excluded).

(b) maintain their proficiency in training.

(c) maintain contact with their assigned trainee in a supportive role during academy training, i.e., between selection and commencement of field training.

(d) maintain a high level of proficiency in City ordinances, City employee rights, City and department policies.

35.02 SWAT Team

35.02.1 The City agrees to pay a premium of 5% of an officer's pay for departmental members while assigned as SWAT team members.

35.02.2 A department member will be considered a member of SWAT upon selection and successful completion of basic SWAT training and psychological fitness by the Department psychologist. Such membership will continue as long as the departmental member maintains necessary physical and psychological fitness for duty, proficiency, equipment and participation in the SWAT program to the satisfaction of the SWAT team leader and the Chief of Police. The City may, in its discretion and for any reason, remove or retain a member who promotes to Lieutenant from the SWAT team.

35.02.3 Failure to maintain training, equipment or proficiency or physical or psychological fitness for duty status are causes for removal from the SWAT team.

35.02.4 If the member is not physically fit for duty as a result of a non work-related injury, he/she shall not be removed from the SWAT team unless unable to respond as physically fit for more than 6 weeks. Any member removed because of a non work-related injury may seek re-qualification as a team member at a later date.

35.02.5 The City shall provide each officer assigned to SWAT duty with the following additional specialty uniform items:

(a) BDU Shirts (2)
(b) BDU Pants (1 pr.)
(c) MGS Field Jacket with Liner (1)
(d) Boots (1 pr.)
(e) Gloves with Shell (1 pr.)
(f) Trouser Belt (1)
(g) Utility Cap (1)
(h) Boonie Hat (1)
(i) Utility Bag (1)

(j) High Intensity Light (1)

The City will replace equipment as necessary.

35.03 Special Assignments

35.03.1 Sworn Officers assigned to Police Community Relations, Special Investigations, Personnel and Training, Traffic, Internal Affairs, and Investigations shall receive a 6% Career Development Incentive, shall observe municipal holidays and shall not receive holiday-in-lieu pay. All sworn officers shall receive 6% holiday pay or 6% career development, but not both.

35.04 Bilingual

The City agrees to pay a premium of 2.5% of base pay for departmental members with bilingual skills who are assigned in writing to utilize their bilingual skills in departmental duties. The specific selection of positions which will receive bilingual pay and the languages which will qualify for bilingual pay shall be made by the City upon request of the employee.

35.05 Swing Shift - Records

The City agrees to pay Records personnel who work swing shift a premium of 5% of base pay when 5/8th of the shift falls between 6:00 p.m. and 8:00 a.m. three or more times within the established workweek.

35.06 Swing and Graveyard Shifts – Dispatchers

Effective the first full pay period in July, 2005, the City will pay Dispatchers and Dispatch Supervisors whose regular work schedule is the graveyard shift (i.e. 75% of the shift is between 10:00 p.m. and 6:00 a.m.) an additional 5.0% of base pay. The graveyard shift currently is 8 p.m. to 6 a.m.

Effective the first full pay period in July, 2005, the City will pay Dispatchers and Dispatch Supervisors whose regular work schedule is the swing shift (i.e. 75% of the shift is between 4:00 p.m. and 12:00 a.m.) an additional 2.5% of base pay.

35.07 Crisis Negotiators, Field Evidence Technician, Tactical Team Members and Tactical Dispatchers

The City agrees to pay a premium of 5% of an employee's base pay for department members while assigned and acting as Crisis Negotiators, Field Evidence Technicians, Tactical Team members and Tactical Dispatchers.

SECTION 36.00 - MISCELLANEOUS

36.01 PERSONAL EQUIPMENT/UNIFORM REPLACEMENT

36.01.1 The City agrees to repair or replace personally owned property (worn or carried on the person), listed below, and uniforms that become damaged as a result of duty related activity only through no carelessness or neglect on the part of the employee. Any personally owned property not specifically listed here, that is worn or carried by an employee, and is damaged, shall not be repaired or replaced by the City. Any reimbursement for the cost of repair and replacement of personal property shall be

limited to the actual cost of the repair and replacement not to exceed the limits as specified below:

(a)	Suits	$210
(b)	Jackets/slacks	$120/84
(c)	Leather Jackets	$210
(d)	Dresses	$150
(e)	Shirts/Blouses	$84
(f)	Shoes	$102
(g)	Eyeglasses	$200 ($225 for bifocals)
(h)	Sunglasses,	$40 (non-prescription)
(i)	Contact Lenses	Not to exceed the difference between actual replacement cost and insurance deductible up to a maximum of $50 per lens.
(j)	Wristwatch	$90
(k)	Jewelry	No compensation.

36.02 The City agrees to meet and confer with the Association regarding implementation of any grant or other new program that involves the adding of new classifications of represented employees or the reclassification of employees.

36.03 The City agrees to make available to the Association data pertaining to bargaining unit classifications contained in the Employee Relations Service (ERS), or any other compensation survey obtained by the City.

36.04 The City will reimburse an employee up to a maximum of $200 per calendar year for eye glasses, and up to a maximum of $225 for bifocals, when prescribed by a physician for use at a video display terminal. Reimbursements shall include lenses and frames, and exclude costs associated with eye examinations.

36.05 If an employee receives overpayment by the City, the City may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the City may extend such repayment over a longer period, to be determined by the mutual agreement of the employee and the City Finance Director.

Prior to making a payroll deduction, the City will notify the employee and the MPOA that the overpayment has occurred, and the basis for the City's conclusion that the overpayment occurred. Because the City has the right to obtain reimbursement by payroll deduction(s) for current employees, subject to the employee's/MPOA's right to bring a grievance, the City shall not refer an overpayment of a current employee to a collection agency. The City also will not refer an overpayment of a former employee to a collection agency until after the grievance procedure for a pending grievance, diligently pursued by the MPOA and filed prior to the employee separating City employment, has been completed.

If an employee does not receive notice of an overpayment until after the employee has separated employment, MPOA may initiate a grievance within 30 calendar days of the employee receiving written notice, and the City will not refer the overpayment to a collection agency until after the grievance procedure is completed, so long as diligently pursued by the MPOA. This agreement to permit MPOA to pursue a grievance concerning a former employee is a very narrow exception,

limited to the circumstances and terms set forth in this paragraph, to the general rule that MPOA does not have standing to represent former Milpitas employees on any issues concerning the former employees' employment with the City.

36.06 The City and POA agree that good physical fitness is important. The City will continue to fund a physical fitness program. The program will test various components of physical fitness with an overall goal of improving the fitness level of the members of the Association. Specific components and the degree of importance shall be agreed upon by a representative from the City, POA and a 3rd party provider with the overall goal of increasing the health and fitness of employees. Employees will be able to participate on duty time if the test is within Milpitas but will not be paid for any off duty time necessary to complete the program. A test will be given annually to measure the fitness level of each employee participating in the program. The employee will be offered up to 24 hours of vacation leave depending upon the physical fitness level.

36.07 Exercise Equipment -The City agrees to perform quarterly maintenance on exercise equipment located in the Police Department fitness room. Equipment to be maintained includes such equipment as stair stepping machine, Universal Gym, free weights, stationary bicycle and treadmill and will be repaired and/or replaced as needed.

SECTION 37.00 - NO LABOR ACTION

Neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a work stoppage, slowdown, strike, sick-out, or any other interference with the work and statutory functions or obligations of the City while this Memorandum of Understanding is in effect. While this Memorandum is in effect, neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Memorandum.

Unless otherwise specifically amended by the terms of this Memorandum, any term or condition of employment previously known to and approved by the Chief (and not terminated by the Chief) remains as previously established.

Upon the expiration date of this Memorandum of Understanding, and unless one of the parties, by a 30 day prior written notice to the other party, should elect to terminate this Memorandum, the provisions of this Memorandum shall continue in effect.

This Memorandum of Understanding represents a complete and final understanding and agreement on all issues negotiated between the City representatives and the Association's representatives.

This Memorandum of Understanding and any agreement, document, or instrument attached hereto or referred to herein integrate all terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writing in respect to the subject matter hereof.

The MPOA has ratified and the City Council has approved this Memorandum of Understanding as of April 18, 2006.

City Representatives:

Carmen Valdez, Acting HR Director

Dennis Graham, Captain

Edward L. Kreisberg, Lead Negotiator

Association Representatives:

Ron Gordon

Chris Salazar

Robert Vega

David Ostrander

Fernando Armas

David P. Clisham, Lead Negotiator

APPENDIX A - SALARY SCHEDULE

Job Classification	Salary Range – Effective July 1, 2005
Patrol Officer	$ 5,990.44 - $ 7,281.34
Police Officer	$ 6,550.68 - $ 7,962.41
Police Sergeant	$ 7,913.29 - $ 9,618.79
Police Lieutenant	$ 9,188.49 - $ 11,168.67
Patrol Officer Trainee	$ 5,861.81 - $ 7,124.93
Police Officer Trainee	$ 6,409.93 - $ 7,791.44
Communications Dispatcher	$ 5,602.91 - $ 6,810.31
Communications Supervisor	$ 6,471.08 - $ 7,865.69
Police Clerk I	$ 4,080.14 - $ 4,959.35
Police Clerk II	$ 4,488.10 - $ 5,455.30
Police Clerk Supervisor	$ 5,183.82 - $ 6,300.95
Police Property Clerk	$ 4,759.69 - $ 5,785.43
Police Assistant	$ 5,692.24 - $ 6,918.92

1.01 The City will adjust the salary schedule as follows:

1.01.1 A 1.00% base salary increase effective the pay period including July 1, 2006.

1.01.2 A 2.00% base salary increase effective the pay period including January 1, 2007.

1.01.3 A 3.00% base salary increase effective the pay period including July 1, 2007.

1.02 In the event the City implements Emergency Medical Dispatching, the City and the M.P.O.A. agree to meet and confer concerning incentive pay for Dispatch personnel.

APPENDIX B - SAFETY EQUIPMENT

Weapon (Semi-automatic)
Holster - Uniform
Holster - Plainclothes
Gunbelt
Gunbelt Keepers (3 per officer)
Magazine Holder
Ammunition
SL20 Flashlight
Flashlight Holder
Handcuffs
Handcuff Case
Baton
Baton Ring
Helmet
Helmet Cover
Leg Restraints
Rain Suit
Keyholder
Badge Holder
Ballistic Vests
Chemical Agent
Chemical Agent Holder

APPENDIX C - DEPRECIATION SCHEDULE

Equipment	Purchase Price	Life (Years)	Devaluation per Year
Semi-automatic Weapon	Purchase Price	15	Prorated
Holster (Uniform)	130.00	5	26.00
Holster (Plainclothes)	60.00	10	6.00
Gunbelt	70.00	10	7.00
Magazine Holder	35.00	5	7.00
Baton Ring	15.00	5	3.00
Rain Suit	120.00	5	24.00
Flashlight	25.00	10	2.50
Holder			
Gunbelt Keepers (3/Officer)	15.00	5	3.00
Handcuff Case	35.00	5	7.00
Keyholder	25.00	5	5.00
Badge Holder	30.00	10	3.00
SL20 Flashlight	Purchase Price	5	Prorated
Back Brace	Purchase Price[1]	5	Prorated

[1] This amount is to be approved by the Department, and does not include the gun/duty belt.