

Memorandum of Understanding

**Between the Garden Grove Police Association and
the City of Garden Grove**

July 1, 2018 – April 20, 2022



GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9544-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROVING THE MEMORANDUM OF UNDERSTANDING ON SALARIES, WAGES, AND
FRINGE BENEFITS FOR THE TERM 2018-2022 BY AND BETWEEN THE GARDEN
GROVE POLICE ASSOCIATION AND THE CITY OF GARDEN GROVE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

1. That the Memorandum of Understanding on Salaries, Wages, and Fringe Benefits 2018-2022, by and between the Garden Grove Police Association and the City of Garden Grove, and signed by the President on behalf of the Garden Grove Police Association, and the Human Resources Director on behalf of the City of Garden Grove, is hereby approved.
2. That the Human Resources Director is authorized to approve language revisions to the Memorandum of Understanding that do not affect compensation or cause financial impacts to the City.
3. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

Adopted this 9th day of April 2019.

ATTEST:

/s/ STEVEN R. JONES
MAYOR

/s/ TERESA POMEROY, CMC
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on April 9, 2019, by the following vote:

AYES: COUNCIL MEMBERS: (7) BRIETIGAM, O'NEILL, NGUYEN T., BUI
KLOPFENSTEIN, NGUYEN K., JONES

NOES: COUNCIL MEMBERS: (0) NONE

ABSENT: COUNCIL MEMBERS: (0) NONE

/s/ TERESA POMEROY, CMC
CITY CLERK

Garden Grove Police Contract

July 1, 2018 – April 20, 2022

Steven R. Jones, Mayor

Stephanie Klopfenstein, May Pro Tem, Dist. 5
George S. Brietigam III, District 1
Patrick Phat Bui, District 4

Thu-Ha Nguyen, District 3
John R. O'Neill, District 2
Kim B. Nguyen, District 6

Scott C. Stiles, *City Manager*
Laura J. Stover, *Human Resources Director*

CITY NEGOTIATING TEAM

Peter Brown, SPOKESPERSON
Attorney
Laura J. Stover,
Human Resources Director
Tom DaRe'
Police Captain
Ann Eifert
Budget Manager
Rhonda Kawell
Payroll Supervisor

UNION NEGOTIATING TEAM

Rob Wexler, SPOKESPERSON
Attorney
Brian Dalton
President
Charlie Loffler
Vice President
Ed DesBiens
Treasurer
Nick Jensen
Secretary
Evan Beresford
Board Member
Chuck Starnes
Board Member
Paul Tessier
Board Member
Robert Stephenson
Board Member

POLICE ASSOCIATION/CITY
MEMORANDUM OF UNDERSTANDING

2018-2022

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CITY OF GARDEN GROVE
MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE CALIFORNIA MEYERS-MILIAS-BROWN ACT
BY AND BETWEEN
GARDEN GROVE POLICE ASSOCIATION
AND
CITY OF GARDEN GROVE
2018-22

PARTIES TO MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") has been prepared pursuant to Resolution No. 4066-71 of the City of Garden Grove, as amended, which Resolution is generally identified as the "EMPLOYEE RELATIONS RESOLUTION" and Government Code Section 3500 through 3510 as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This MOU has been developed as a result of the requests of the Garden Grove Police Association and the City of Garden Grove. The items in this MOU are subject to the approval of the City Manager and the City Council of the City of Garden Grove and will be placed into effect upon the taking of administrative action by the City Manager's Office and the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

For simplicity of language and usage, whenever the male pronoun is used, it shall be assumed to apply to both genders.

The parties agree that the provisions contained herein shall be subject to all applicable laws and cover the period July 1, 2018 – April 20, 2022 unless otherwise provided.

ARTICLE I

RECOGNITION AND RIGHTS

1. MANAGEMENT RIGHTS

- a. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding (MOU) or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this agreement or by law, shall include but not be limited to the following rights:
- b. To manage the City generally and to determine the issues of policy;
- c. To determine the existence or non-existence of facts which are the basis of the management decision;
- d. To determine the necessity or organization of any service or activity conducted by the City and expand or diminish services;
- e. To determine the nature, manner, means, and technology, and extent of services to be provided to the public;
- f. Methods of financing;
- g. Types of equipment or technology to be used;
- h. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;
- i. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operation of the City;
- j. To assign work to and schedule employees in accordance with requirements as determined by the City, to assign overtime, and to establish or change assignments, start times and work schedules;
- k. To relieve employees from duties for lack of work, funding, or similar non-disciplinary reasons;
- l. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in Departmental Disciplinary Procedure;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU;

- o. To determine policies, procedures, and standards for selection, training, and promotion of employees subject to the provisions of Article VII, Section 1 of this MOU;
- p. To establish employee performance standards including but not limited to quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU;
- s. To take any and all necessary action to prepare for and carry out the mission of the City in emergencies.

2. NO STRIKE

The Association, its officers, agents, representatives and/or members agree that during the term of this MOU, they will not cause or condone any unlawful strike, walkout, concerted slowdown, sick-out, or any other unlawful concerted job action by withholding or refusing to perform services.

3. ASSOCIATION LEAVE WITH PAY

The City shall allow employees of the Garden Grove Police Association to donate compensatory time from their Compensatory Time Bank (MOU) (Article IV, Section 3) to create an Association leave bank with pay of up to a cumulative total of 300 hours of leave annually in order for Association members to attend Association functions or meetings. Employees may donate hours from their own compensatory time bank (MOU) to this Association bank each January. Any request for time off must be approved in advance by the department. Time spent by employees who are on duty attending meetings with the Administration of the Police Department shall not be charged against the 300 hours.

4. SPECIAL DETAIL WORK

The City agrees that full-time sworn Police personnel shall be given the opportunity on a minimum of forty-eight hours' notice, to volunteer for special detail work (as defined by 29 CFR section 553.227 of the Department of Labor regulations) Hours worked in special detail work are not considered hours worked for purposes of calculating overtime.

ARTICLE II

SALARY AND COMPENSATION

1. WAGES

Effective in the pay period following July 1, 2019, all members of the bargaining unit shall receive a two percent (2.0%) increase to base salary.

Effective in the pay period following July 1, 2020, Step H on the salary schedule shall be five percent (5%) higher than Step G.

Effective in the pay period which includes July 1, 2020, all members of the bargaining unit shall receive a two and one half percent (2.5%) increase to base salary.

Effective in the pay period following July 1, 2021, Step I (a four percent 4% step) on the salary schedule is created. All members of the Association who, on July 1, 2021, are at Step H for at least one year, will move to Step I effective on the first day of the pay period following July 1, 2021. All members of the bargaining unit who, on July 1, 2021 have not been at Step H for at least one year, will be eligible to move to Step I on the first day of the pay period in which their next anniversary date occurs.

2. SALARY STEP INCREASE

a. Salary Merit Increases

All salary step increases will become effective on the first day of the pay period in which the employee's anniversary date occurs, unless there is a postponement. In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized. The time period for eligibility for advancement from Step "A" to "B" shall be 6 months of service.

b. Salary Increase Upon Promotion

The phrase "at least five percent (5%)" in Section 2.44.210 of the Municipal Code is clarified to include the rounding (i.e., 4.5% or higher) to the nearest whole percent, within the established salary plan.

3. MASTER OFFICER

Effective in the pay period following July 1, 2019, the classification/rank of Master Officer shall be created. The salary schedule for the classification/rank of Master Officer shall be five percent (5%) higher than the salary schedule for the classification/rank of Police Officer. There shall be thirty-six (36) positions at the classification/rank of Master Officer. All employees who have been designated as "master officers" will be appointed to the new classification/rank of Master Officer effective on the first day of the pay period following July 1, 2019. Future promotions to Master Officer are made by the Police Chief. However, to qualify for promotion to

Master Officer, the employee must have at least three years of experience as a City of Garden Grove Police Officer. The Police Chief may appoint up to 36 Master Officers.

4. CORPORAL

Effective in the pay period following July 1, 2019, the classification/rank of Corporal shall be created. The salary schedule for the classification/rank of Corporal shall be seven percent (7%) higher than the salary schedule for the classification/rank of Police Officer. There shall be twenty-five (25) positions at the classification/rank of Corporal. All employees who have been designated as "corporals" will be appointed to the new classification/rank of Corporal effective on the first day of the pay period following July 1, 2019. Future promotions to Corporal are made by the Police Chief. However, to qualify for promotion to Corporal, the employee must have at least three years of experience as a City of Garden Grove Master Officer. The Police Chief may appoint up to 25 Corporals.

5. POLICE OFFICER II, MASTER OFFICER II and CORPORAL II CLASSIFICATIONS

Effective in the pay period following July 1, 2019, the classifications/ranks of Police Officer II, Master Officer II and Corporal II shall be created.

An employee who is a Police Officer, Master Officer or Corporal who serves in the assignment in one of the following specialty units or position assignments for two years or more and who has a POST Intermediate or Advanced Certification shall be promoted to the applicable level II classification/rank when assigned back to Patrol.

1. Traffic Collision Investigator;
2. Detective;
3. Motorcycle Officer;
4. Special Investigations Investigator;
5. Youth Services Investigator;
6. Intelligence Officer;
7. K-9 Officer;
8. Gang Suppression Unit;
9. Gang Suppression Unit Investigator; and
10. School Resource Officer

The salary schedule for the classification/rank of Police Officer II shall be two and one half percent (2.5%) higher than the salary schedule for the classification/rank of Police Officer.

The salary schedule for the classification/rank of Master Officer II shall be two and one half percent (2.5%) higher than the salary schedule for the classification/rank of Master Officer.

The salary schedule for the classification/rank of Corporal II shall be two and one half percent (2.5%) higher than the salary schedule for the classification/rank of Corporal.

6. ACTING PAY

An employee who is appointed to serve in an acting capacity shall be compensated at approximately five percent (5%) higher than his entitlement in his current position at the time of such appointment; provided, however, that he shall in no case receive less than the amount paid for the first step of the position to which he is so appointed. If the salary paid at the first step is less than approximately five percent (5%) higher than the salary to which the employee would otherwise be entitled if he had not been so appointed, then the salary of the next regular step for the acting position shall be paid. A person appointed in an acting capacity shall be eligible to receive merit increases in his permanent position during the acting appointment, but shall not be entitled to merit increases in the position which he holds in an acting capacity. To the extent permitted by law, Acting Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(3) for classic members as Temporary Upgrade Pay.

7. BILINGUAL PAY

- a. The City shall pay an additional five percent (5%) per month of base salary to an employee who is capable of speaking and interpreting Vietnamese, Korean, Spanish, and/or any other language designated by the City Manager. Determination of capability shall be made by passing both the qualifying verbal and written tests established by the City.
- b. The City agrees to pay the sum of sixty dollars (\$60.00) per pay period to employees who only pass a verbal skills test in the designated language(s), as determined by a qualifying test established by the City.
- c. To the extent permitted by law, Bilingual Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(4) and 571.1(b)(3) for as Bilingual Premium.

8. COMPENSATION FOR CANINE OFFICERS

Officers assigned as Canine Officers are entitled to be compensated for off duty hours spent caring, grooming, feeding and otherwise maintaining their canine, in compliance with the FLSA and interpretive cases and rulings. The manner in which this compensation is provided is that for each eighty (80) hour pay period, canine officers will work 73 hours and will be credited with .5 hours per for off duty hours spent caring, grooming, feeding and otherwise maintaining their canine. This means that each officer will work three nine-hour days and one 9.5-hour day each week (this equates to 3.5 hours per week or .5 hours per day). If the officer takes a holiday, vacation or sick leave day off he/she will use either nine or 9.5 hours of time off. In the event the canine is at the vet or kennel due to the officer's time off the officer will not be paid (and the officer shall not claim) the .5 hour for the day for the for off duty hours spent caring, grooming, feeding and otherwise maintaining his/her canine

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement (.5 hours per day) were determined after an actual inquiry of the officers assigned in the canine special assignment as addressed by *Leever v. City*

of Carson City, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

9. EDUCATION AND POST CERTIFICATION PAY

Employees are eligible to receive only one of the four pays described below. An employee may receive pay for only one of the following 1) An AA degree, 2) A BA/BS degree, 3) A POST Intermediate Certificate, or 4) A POST Advanced Certificate.

A. EDUCATIONAL INCENTIVE

- (1) Unit employees who possess an Associate of Arts (Science) degree from an accredited college or university shall receive two and one-half percent (2.5%) of base salary as Education Incentive Pay.
- (2) Unit employees who possess a Bachelors of Arts (Science) degree from an accredited university or college shall receive five percent (5%) of base salary as Education Incentive Pay.

To the extent permitted by law, Education Incentive Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(2) and 571.1(b)(2) for as Educational Incentive Pay.

B. PEACE OFFICER STANDARD TRAINING (POST) CERTIFICATION PAY

- (1) Unit employees who possess a POST Intermediate Certificate, shall receive seven and one-half percent (7.5%) of base salary as Peace Officer Standard Training (POST) Certification Pay. Employees who also possess one of the degrees provided for above in the Educational Incentive Pay subsection will not receive the Educational Incentive Pay if they receive this pay of seven and one half percent (7.5%) for possessing a POST Intermediate Certificate.
- (2) Unit employees who possess a POST Advanced Certificate shall receive ten percent (10%) of base salary as Peace Officer Standard Training (POST) Certification Pay. Employees who also possess one of the degrees provided for above in the Educational Incentive Pay subsection will not receive the Educational Incentive Pay if they receive this pay of ten percent (10.0%) for possessing a POST Advanced Certificate. In addition, once an employee receives a POST Advanced Certificate (ten percent 10%), he/she shall no longer be eligible for the pay for the POST Intermediate Certificate (seven and one half percent 7.5%).

To the extent permitted by law, Peace Officer Standard Training (POST) Certification Pay will be reported to CalPERS as special compensation per

Title 2 California Code of Regulations section 571(a)(2) and 571.1(b)(2) for as Peace Officer Standard Training (POST) Certification Pay.

C. APPROVAL OF EDUCATION INCENTIVE PAY OR PEACE OFFICER STANDARD TRAINING (POST) CERTIFICATION PAY

The date for the initial qualification for Education Incentive Pay and POST Certification Pay shall be the date which proof of the possession of the required degree and/or Department approval of a POST Certificate application is submitted to the Professional Standards Unit of the Police Department. Compensation of the appropriate Education pay or POST pay shall begin at the beginning of the pay period in which proof of qualification is submitted by the employee. A copy of a college degree, a copy of college transcripts, and/or a copy of the appropriate POST Certificate application, as approved by the Department, shall serve as proof of qualification. In the event the Commission for Peace Officers Standards and Training does not award the qualifying certificate, the Police Department must immediately notify Human Resources to schedule the repayment of the bonus pay by the employee.

D. DEFINITIONS

- a. College degrees must be completed on the employee's off-duty time and at his/her own expense.
- b. All universities or colleges for which the City will pay Education Incentive Pay must be accredited by the one of the six regional accreditation bodies for the United States (as approved by the Department of Education), including the Western Association of Schools and Colleges, the Northwest Association of Colleges and Universities, the Middle States Commission on Higher Education, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, and the Southern Association of Schools and Colleges.

10. LONGEVITY PAY

Effective in the pay period following July 1, 2019, members of the bargaining unit shall receive Longevity Pay as follows:

Completion of fifteen (15) full years of law enforcement service - two and one-half percent (2.5%) of base pay.

Completion of twenty (20) full years of law enforcement service - six and one-half percent (6.5%) of base pay.

Completion of twenty-five (25) full years of law enforcement service - twelve and one-half percent (12.5%) of base pay.

Employees are only eligible for one of the pays above based on their years of law enforcement service. The pays above do not stack.

To the extent permitted by law, Longevity Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(1) and 571.1(b)(1) for as Longevity Pay.

11. TUITION REIMBURSEMENT

The City will provide a Tuition Reimbursement Program to qualified employees as described in Exhibit D.

12. MILEAGE ALLOWANCE

When an employee is authorized to use his private vehicle to perform official City business, the employee will be compensated at the allowable IRS reimbursement rate and will not be reported as taxable income. Should the IRS reimbursement rate be adjusted, the City's rate shall be similarly adjusted, prospectively, to the new IRS rate, but only after the City has received official notification of the new IRS rates.

When an employee is participating in POST training and is required to use his vehicle, the City agrees to compensate the employee at the approved POST mileage rate.

ARTICLE III
FRINGE BENEFITS

1. RETIREMENT

a. Retirement Formula

1. Unit members who are regard as "classic members" by the Public Employees' Pension Reform Act of 2013 (PEPRA) are covered by the 3% @ 50 formula (Government Code section 21362.2). "Classic member" is generally any member hired before December 31, 2012 as well as any member hired after January 1, 2013 who is a lateral hire from another PERS agency, public agency with reciprocity or a member who has had less than a six month break in service from his/her previous public agency employment.
 - (a) One-Year Final Compensation option "single highest year" (Government Code section 20042).
2. Unit members hired on or after January 1, 2013 who are defined as "new members" under the PEPRA, are covered by the 2.7% @ 57 (Government Code section 7522.25(d)).
 - (a) Final compensation will be based on the highest annual average pensionable compensation during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member per Government Code section 7522.32(a).

b. Employee Contributions to the Retirement System

1. Employees subject to the 3%@50 Formula:

These employees shall contribute twelve percent (12%) as an employee retirement contribution. The twelve percent shall be comprised of nine percent (9%) of compensation earnable as the required CalPERS member contribution and three percent (3%) of compensation earnable per Government Code section 20516(a). All 12% shall be regarded as member contributions and credited to members' accounts.

2. Employees subject to the 2.7%@57 Formula:

Per the PEPRA and Government Code section 20516.5, these employees shall contribute the statutorily mandated employee contribution rate as determined by CalPERS for the City. The City will receive the normal cost rate from CalPERS in its annual valuation report which will also include the rate (which is in quarter of a percent increments) at which new members will be charged for their employee/member contribution.

- c. The City has adopted the CalPERS resolution in accordance with and as permitted by IRS Code section 414(h)(2) to ensure that the employees' payment (*i.e.*, "pick up" as that term is used in section 414(h)(2)) of their employee contribution is made on a pre-tax basis.

2. HEALTH INSURANCE

Except as provided in Section 4 of this Article, the City shall contribute on behalf of each employee and each eligible retiree, the monthly PERS statutory minimum toward the payment of premiums for health insurance under the PERS Health Insurance program.

Retiring employees and their dependents shall have available the ability to continue to participate in the PERS Health Insurance program. The eligibility of participation shall be determined by the PERS Program.

3. CAFETERIA PLAN

- a. The City shall make a monthly contribution to each eligible member of the unit to be used toward the cafeteria plan. These funds shall only be used for eligible plans included within the cafeteria plan. The plan includes health, dental, vision and cash.
- b. Health Care or Dependent Care: Employees may deduct monies on an annual basis into a medical reimbursement account or a childcare account up to the maximum permitted by law.
- c. All employees must enroll in one of the PERS health program plans, unless they submit to the City both (1) proof of health coverage and (2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions for any other eligible plans. Employees who wish to opt out of medical coverage by the City must provide proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- d. An employee who selects the option of not enrolling ("Waiver of Coverage") in one of the PERS plans and who meets the conditions outlined in section 3(b) shall receive a \$205.00 per month (\$355.00 effective July 1, 2020, \$455.00 effective July 1, 2021) in cash paid out each pay period.
- e. Affordable Care Act: The parties agree that either party may reopen negotiations during the term of this MOU to consider the impact of the Affordable Care Act on the City, the Association and the employees it is recognized to represent. This reopener is limited to the impact of the Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic, including, but not limited to compensation and benefits. No changes will be made without a mutual agreement of the parties.
- f. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JANUARY 1, 2018:

Employee only	\$655 per month
Employee plus 1	\$1120 per month
Employee plus 2 or more	\$1400 per month
Waiver of Coverage	\$205 per month

g. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JULY 1, 2020:

Employee only	\$805 per month
Employee plus 1	\$1270 per month
Employee plus 2 or more	\$1550 per month
Waiver of Coverage	\$355 per month

h. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JULY 1, 2021:

Employee only	\$905 per month
Employee plus 1	\$1370 per month
Employee plus 2 or more	\$1650 per month
Waiver of Coverage	\$455 per month

4. UNIFORMS

The City shall provide up to four work uniforms per year on an as-needed basis.

The City shall report (for classic members, but not new members per Title 2 California Code of regulations section 571(a)(5) as defined by the Public Employees' Pension Reform Act of 2013) to CalPERS the monetary value of uniforms and uniform maintenance for those employees required to wear uniforms. The monetary value by classification is listed in Exhibit F, entitled "UNIFORM ALLOWANCE."

Uniform allowance is defined as compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain.

5. RETIREE MEDICAL FUND

a. During the month of January each year, the City will calculate the value of two percent (2%) of salary and pay that amount toward an Association retiree medical trust fund on an ongoing basis. In so doing, the Association warranted that there were no legal barriers to the validity of the trust fund or to payment by the City to such a trust fund, and that by making any such payment, the City would assume no obligation or liability to the trust fund or its beneficiaries, or to the Association.

b. Adjustment

Once the amount of the City's contribution to the Retiree Medical Fund has been calculated pursuant to the methods specified in subpart a., above, the resulting total amount to be paid will be increased by 2%. That sum will be also increased by \$600 for each authorized position in the bargaining unit.

6. LIFE INSURANCE

The City will provide a term life insurance policy, which will allow a benefit of the individual's annual salary rounded up to the next \$1,000. Additional life insurance of up to five times annual salary (\$500,000 maximum) may be purchased by

employees at their own expense. Coverage on employee(s) dependents is also available for purchase.

7. LONG-TERM DISABILITY

For the term of this MOU, the City will pay the cost of the existing long-term disability plan through the California Law Enforcement Association or an equivalent plan. The existing plan provides for a death benefit not to exceed \$10,000.

8. CONTINUATION OF FRINGE BENEFITS

The City shall continue to pay its designated contribution toward the cost of medical and dental insurance premiums for up to 12 weeks in a 12-month period of a leave of absence without pay for employees who are on such status due to illness, injury, or pregnancy disability only. This time is not in addition to the time period provided under the FMLA or CFRA. Should such leave continue longer than 12 weeks, or in the case of any other type of leave of any length, the employee shall become liable for the full cost of these insurance premiums in order to continue uninterrupted coverage.

If an employee fails to return to work after his leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health and dental plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee.

ARTICLE IV

WORK SCHEDULES AND OVERTIME

1. OVERTIME – (MOU)

- a. Overtime shall be defined as hours worked in excess of the regularly scheduled daily work shift or (a) forty (40) hours per week for employees assigned to work a 4/10 work schedule, or (b) eighty (80) hours in a two-week period for those employees assigned to work any other work schedule. Except as provided below, hours worked shall include all authorized paid leaves of absence. This overtime (MOU) shall be accrued at a rate of 1-1/2 times base pay with the following exceptions:
 - (1) court alert pay shall be at straight time;
 - (2) straight-time pay shall be paid when an employee is sent to a training institution/class and is relieved of normal duties during the training period;
 - (3) holiday pay shall be paid at straight-time rate.
- b. Employees may choose to be paid this overtime (MOU) or bank it into the compensatory time bank (MOU) up to a maximum of three hundred (300) hours.

2. OVERTIME – (FLSA)

The City has implemented the twenty-eight (28) day work period per Section 7(k) of the Fair Labor Standards Act (FLSA) for all employees in the bargaining unit for the purposes of calculating FLSA overtime pay. On the pay day following the end of the 28-day work period, all FLSA overtime is payable. FLSA overtime is defined as actual hours worked (leave does not count as hours worked for purposes of calculating FLSA overtime) in excess of 171 hours in the 28-day FLSA work period.

All FLSA overtime compensation shall be calculated at the rate of one and one-half times the employee's regular rate of pay, as defined in the FLSA, provided that, in making those calculations, the City shall be entitled to offset any overtime (MOU) compensation provided pursuant to this MOU during the applicable work period that was not required by the FLSA. All FLSA overtime shall be paid and cannot be banked as compensatory time off.

3. COMPENSATORY TIME BANK - (MOU)

- a. Employees may be allowed to accrue only Overtime (MOU) as specified in Section 1 up to a maximum of three (300) hours of compensatory time ("three-hundred bank") in lieu of cash payment at any one time. If an employee's bank reaches 300 hours, any MOU overtime earned will be paid in cash until his/her bank is reduced below 300 hours by use of compensatory time off. Any request for compensatory time off must be approved in advance by the employee's immediate supervisor.
- b. During any pay period, an employee may request a cash-out of any time in his/her compensatory time bank (MOU). However, in the first pay period in December of each year, each employee's compensatory time bank shall be

cashed out down to forty (40) hours unless the employee requests to maintain more than 40 hours of such leave. The employee's request must be approved by the Chief of Police and the City Manager.

4. COURT ALERT

a. Court Alert Pay

Court alert pay is intended to compensate officers for the inconvenience of being available to testify in court during their off-duty hours. An employee shall receive two (2) hours of straight time compensation for awaiting a call to court between 8:00 a.m. and 12:00 p.m. (noon) and two (2) hours of straight time compensation for awaiting a call to court after 1:00 p.m.

Officers who receive a subpoena for a time that is less than two (2) hours prior to the commencement of their duty shift or other compensated hours, will receive court alert pay for the actual time on alert up to the start of their duty shift.

Officers who receive an afternoon subpoena shall receive no compensation if they are called off prior to the court subpoena time if it is an "on-duty" day for the employee, regardless of the shift hours.

Officers who receive a subpoena for an off-duty day shall be compensated for two (2) hours court alert time even if they are called off 7 days prior to the subpoena date. Officers who receive a subpoena for an off-duty day shall not be compensated for court alert time if they are called off 8 or more days prior to the subpoena date.

Officers who receive subpoenas for their on-duty day and are scheduled to go off duty within one (1) hour of the end of the normal court day shall not receive court alert pay. Upon completion of their on-duty day, if they have not been taken off call, they shall call the court liaison officer, check the case status and notify the liaison officer that they are leaving work and where they can be located for the one (1) hour. If the court liaison officer is not available, the officer will notify the Watch Commander of his/her location for the one (1) hour.

Notwithstanding any of the foregoing, the department reserves the right to manage court subpoenas, including the rights: (1) to designate whether an employee shall be placed "on-call" or required to appear in court; (2) to designate the time period an employee will be placed "on-call," if at all; and/or (3) to designate or change the time an employee will be required to appear in court in response to a subpoena to the extent permitted by court practices.

b. Court Pay

Court Pay is intended to compensate officers for time spent in court during their off-duty hours. When officers are called to attend court, they shall receive compensation at time and one-half their regular hourly rate for a minimum of two (2) hours or the actual time spent in court if it exceeds more than two (2) hours. The actual time in court cannot be counted twice if it

extends into the officer's duty shift. Lunch break from court shall not be considered work time and will not be compensated.

5. MEALTIME COMPENSATION

A thirty (30) minute paid meal period, when available, will be included in the shift of all employees assigned to call-for-service positions, including detectives and the Special Investigations Unit, as defined by the department. Except for officers assigned to work the major portion of their shift between 11 p.m. and 7 a.m., this break is to be taken within their assigned area or the Police Station, and must allow them to respond to emergency situations. A meal schedule allowing the taking of meals outside the employee's assigned area and other than at the Police Station will be established by the department for officers assigned to work a shift the majority of which is between 11 p.m. and 7 a.m. Officers assigned to the administrative functions shall be permitted a thirty (30) minute non-paid meal break per shift. If a City vehicle is utilized for transportation to a meal site, the employee will notify the department of location for contact in case of emergency situations. Time spent in response to such calls shall be compensated at the normal overtime rate of the employee.

6. ALTERNATIVE WORK SCHEDULES

a. 4/10 Plan

All employees assigned to the following units shall be assigned a "4/10" work schedule, consisting of four consecutive ten-hour work days and three consecutive days off, except that employees assigned to the Special Investigations Unit (SIU) may be required to work a 4/10 schedule that does not include three consecutive days off when required by the needs of the department:

1. Gang Suppression Unit
2. Special Investigations Unit
3. Neighborhood Traffic Unit
4. Intelligence
5. Professional Standards Unit
6. Internal Affairs Sergeant
7. Property Detectives
8. Crimes against Persons Detectives
9. Youth Services Unit
10. Career Criminal Apprehension Team

Meal Periods: For all employees not assigned to the Special Investigations Unit, Gang Suppression Unit, Traffic Unit, or Patrol, the employee's meal period shall not be counted as part of the ten hours the employee is scheduled to work. Thus, for example, if such an employee is scheduled to have a one-hour meal period, his regularly scheduled shift shall be scheduled to end eleven hours after it is scheduled to begin. An employee who is authorized to work during all or any portion of the scheduled meal period shall be entitled to regard that time as time worked.

b. 3/12.5 Work Schedule

Employees assigned to the Community Policing Bureau for Patrol Assignment only shall be assigned to a 3/12.5 work schedule. The 3/12.5 work schedule shall consist of three consecutive 12.5-hour work days followed by four consecutive days off. The 3/12.5 work schedule requires that once within every 28-day period each employee work an additional 10-hour shift. Employees will be notified at least 28 days in advance of the date for the 10-hour work shift. The 10-hour work shift shall be assigned in conjunction with the employee's regularly scheduled days off and shall allow for at least a 9-hour break between the 10-hour work shift and the end or commencement of the employee's regular duty shift. Exceptions to the 10-hour shift rules relative to being in conjunction with the employee's days off or providing for a minimum of 9 hours between shifts will be:

- 1) The 10-hour shift is for training and the employee agrees to waive the minimum 9-hour break requirement.
- 2) The department becomes aware of an event, (e.g., an event involving civil unrest, an emergency situation, or some other activity that is not anticipated or planned) requiring additional police officer staffing. In such cases, the employee shall have the option of agreeing to work such event in lieu of their scheduled 10-hour work shift. If the event does not require the employee work a complete 10-hour shift, the employee shall work the remaining time in a patrol function or other function approved by the watch or division commander.
- 3) Employees who work the 3/12.5 work schedule are regularly scheduled to work 75 hours in one of the pay periods of the 28-day FLSA work period and 85 hours in the other pay period of the work period. On pay day following both pay periods, employees shall receive pay for eighty (80) hours of pay (subject to the employee potentially working overtime). For the pay period in which employees work 85 hours, they shall place five (5) hours into a shift bank and for the pay period when employees work 75 hours they shall be paid (5) hours from the shift bank. This will ensure that employees receive 80 hours each pay period for regularly scheduled hours.

a) Ten-Hour Shift Substitution

Employees will be able to use compensatory time (or vacation time) to cover no more than one (1) ten-hour shift that occurs every 28 days, each calendar year, with supervisory approval.

7. SPECIALTY ASSIGNMENT-- TEMPORARY ASSIGNMENT TO PATROL

All employees assigned to any specialty assignment or unit may be assigned by the Police Chief to work up to one (1) consecutive month, each calendar year, in patrol.

8. ABSENCE FROM WORK

Employees are required to use all reasonable efforts to schedule all non-work related activities, such as routine medical, dental, or other health-related appointments, and any other type of appointments that may otherwise necessitate the employee's absence from work, for their regularly scheduled days off.

ARTICLE V

LEAVE POLICY

1. HOLIDAYS

a. Authorized Holidays

- (1) Effective the first pay period of each calendar year, each employee shall receive one hundred and ten (110) total hours of paid holiday leave in a "holiday bank." Non-patrol employees who choose to work on the actual holiday shall do so in patrol, unless specifically authorized by their supervisor for another assignment. During the first six months of the calendar year, employees may either use (subject to supervisory approval) any or all of the holiday hours placed their bank or request payment for up to one-half the total annual holiday hours accrued (i.e., up to 55 hours). The remaining holiday hours accrued may be either used (subject to supervisory approval) or requested for payment during the second six months of the calendar year. At the end of the calendar year, any holiday hours remaining in employees' banks will be cashed out.
- (2) An employee who commences employment at a time other than the beginning of a calendar year shall only be entitled to receive those holiday benefits described in subparagraph (3) of this section attributable to those holidays that will occur during employment. Likewise, employees who separate from service during the course of a calendar year shall only be entitled in that year to utilize those holiday benefits described in subparagraph (3) of this section which pertain to the time period they were employed. The value of any holidays used in excess of those entitled shall be deemed a wage advance and shall be deducted from the employee's final paycheck.

An employee who is on an unpaid leave of absence during any holiday designated in subparagraph (3) shall have the holiday hours previously placed in his/her bank for the holiday deducted or his/her pay will be reduced if the employee has previously used or cashed out the hours. If an employee dies or has a grave non-industrial illness/injury and does not return to work, the City will not seek reimbursement of any used but unearned holiday pay.

(3) Designated Holidays

January 1st (New Year's Day)
Third Monday of February (President's Day)
Last Monday of May (Memorial Day)
July 4th (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving Day)
The Day after Thanksgiving
December 24th (Christmas Eve)

December 25th (Christmas Day)
December 31st (New Year's Eve)

b. Holiday – Cash Out

Any portion of the annual holiday hours not used at the end of the calendar year will be relinquished in return for a cash payment equal to the value of those benefits based upon the employee's hourly rate of pay in effect on December 31 of the calendar year in question.

To the extent permitted by law, Holiday Cash Out will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(5) for classic members as Holiday Pay.

2. VACATION

Annual vacation schedules shall be established by the department once a year on the basis of seniority as established within assignment by the Police Chief. Unscheduled vacations may be granted by the Police Chief at such times as in his/her opinion, they would cause the least interference with the department.

a. Accrual

Employees shall accrue vacation as follows:

80 hours upon completion of one year of full time service.

120 hours (ten (10) hours per month) for employees who have completed one (1) year of service through completion of nine (9) years of service – with a maximum vacation accrual of 240 hours.

144 hours (twelve (12) hours per month) for employees who have completed nine (9) years of service through completion of fourteen (14) years of service – with a maximum vacation accrual of 288 hours.

168 hours (fourteen (14) hours per month) for employees who have completed fourteen (14) years of service through completion of nineteen (19) years of service – with a maximum vacation accrual of 366 hours.

207 hours (seventeen and one-quarter (17.25) hours per month) for employees who have completed nineteen (19) years of service through completion of twenty-four (24) years of service – with a maximum vacation accrual of 414 hours.

246 hours (twenty and one-half (20.5) hours per month) for employees who have completed twenty-four (24) years of service – with a maximum vacation accrual of 492 hours.

If for some specific reason an employee wishes to accrue vacation leave in excess of the limits established herein, he must submit a request in writing to his department listing these reasons. The Police Chief and City Manager shall review and may grant such request if it is in the best interest of the City. The

excess of the limit shall be determined by the Police Chief and the City Manager.

b. Effects of Holiday on Vacation Leave

In the event one or more authorized municipal holidays falls within a vacation leave, employees may utilize hours from either their holiday or vacation banks.

c. Effect of Leave of Absence on Accrual of Vacation Leave

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's annual vacation earned during the calendar year to be reduced proportionately for each month or major portion of a month that the employee is on leave of absence without pay.

d. Compensation for City Work during Vacation

Employees shall be permitted to work for compensation for the City with the approval of the Police Chief within their normal capacity during the time of their paid vacation leave from City service.

e. Vacation Pay Upon Separation

Any employee separating from the City service who has accrued vacation leave shall receive a cash out of all accrued vacation leave hours at their base salary hourly rate. When separation is caused by death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

f. Vacation Buy-Back

Employees may elect to convert unused vacation benefit at their hourly rate of pay into cash, provided that they retain after such conversion at least eighty (80) hours of unused vacation benefits.

By December 15 of each year, an employee may make an irrevocable election to cash out accrued vacation leave which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation leave he/she irrevocably elected to cash out in two (2) separate increments. However, at the time of either cash out the employee must have at least eighty (80) hours of accrued vacation on the books.

In addition to the above, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued vacation leave. The amount of vacation leave which may be paid off is limited to the amount necessary to meet the emergency.

If an employee makes an irrevocable election to cash out vacation leave in the

following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out.

If, during the year when an employee has made an irrevocable election to cash out vacation leave, he/she was on leave without pay and did not earn the vacation leave expected, the employee will still be able to cash out the vacation leave the employee did earn even if reduced by the leave without pay.

3. SICK LEAVE

a. Accrual of Sick Leave

Every employee shall be allowed ten (10) hours sick leave with pay for each calendar month of actual continuous service dating from the first of the month nearest the commencement of said service. Such accruals shall be cumulative.

Sick leave can only be used for an employee's illness, injury, or family sick leave.

b. Family Sick Leave

One-half of an employee's annual accrued sick leave may be permitted to be used in any calendar year for family sick leave. Family sick leave is permitted to be used for an employee's spouse, registered domestic partner, children, sibling parent, grandparent or grandchild.

c. Proof of Illness

- (1) Employees shall be required to complete a sick leave verification form when returning to work after utilizing sick leave. This form shall be attached to their time sheet. The Human Resources Director may request a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave pay is granted. If the sick leave request equals five (5) or more working days, the Human Resources Director may also designate a licensed physician to conduct a physical examination and such examination shall be conducted at City expense.
- (2) Notwithstanding (1) above, the Police Chief may require a certificate issued by a licensed physician or other satisfactory proof of illness before any type of sick leave pay is granted for absences of any duration if, prior to the beginning of the absence, the Police Chief has issued a letter to the individual employee stating that such certification will be required.
- (3) Such a letter may be issued by the Police Chief in his discretion whenever an employee's record indicates any of the following:
 - a) Excessive sick leave incidents
 - b) Abuse of sick leave usage

- c) Excessive tardiness
- d) Unacceptable patterns of absence or tardiness, such as chronic absences on the last day of a work week or first day of a work week, or chronic absences on days preceding or following holidays or vacation days.

d. Effect of Leave of Absence on Sick Leave Accrual

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's normal rate of sick leave accumulation to be extended by the number of calendar days for which such leave of absence has been granted less the first fifteen (15) calendar days of such leave.

e. Annual Sell Back

Once every fiscal year during the month of July an employee who has accumulated 240 unused sick leave hours shall be eligible to sell back to the City one-half of his annual accrued but unused sick leave hours in excess of 240 hours, at the rate of \$.75 on the dollar, based upon the hourly rate of pay in effect as of June 30th. The remaining one-half of annual accrued but unused sick leave hours will remain in the employee's bank of accumulated sick leave.

f. Pay Off at Retirement

At the time of an employee's service or disability retirement, the City shall pay the employee an amount equal to 100% of his/her total accumulated but unused sick leave hours up to a maximum of 750 hours accumulated but unused sick leave. Any remaining accumulated but unused sick leave hours will be used toward the extension of his service period under the PERS retirement system, subject to Government Code Section 20965.

At the request of the employee, 100% of his/her accumulated but unused sick leave hours may be used toward the extension of his service period under Government Code Section 20965 and no payout will occur.

4. BEREAVEMENT LEAVE

Whenever any employee in the unit is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's extended family (father, mother, brother, sister, spouse, children, current step-child, mother-in-law, father-in-law, step parent, grandmother, grandfather, grandchildren, legal guardian or ward) such person shall be entitled to a one-time per family member leave of absence with pay for up to four (4) working days.

5. MILITARY LEAVE

Military leave with pay shall be granted in accordance with provisions of State and Federal law. An employee entitled to military leave shall give the Police Chief an opportunity within the limits of military regulations to determine when such leave shall be taken. The employee shall as soon as practicable notify his supervisor upon receipt of military orders and present a copy of the orders to the Police Chief prior to

taking such leave. The Police Chief shall in turn advise the Human Resources Director of such military orders.

6. JURY DUTY

An employee called for jury duty shall immediately submit a memorandum to the Police Chief through the chain of command listing the required dates of service. Employees serving on jury duty in courts that have established a "stand by" or "call in" system are required to use the "stand by" or "call in" process.

An employee who is required to attend jury duty on a scheduled work day will be compensated for the hours served at their normal rate of pay, hour for hour. Jury duty hours will be substituted for regular work hours, hour for hour for the normal work day.

Employees who do not spend all the hours of their regular work shift on jury duty are required to report to the department to complete the remaining hours. The employee may request from his immediate supervisor, or the on-duty watch commander, compensatory time off in lieu of reporting for duty.

An employee who is required to attend jury duty on regular, previously scheduled days off, or holiday will not be compensated for jury service. Regular or previously scheduled days off will not be adjusted to coincide with dates of jury service. No overtime pay will be paid for jury duty hours that exceed the normal number of hours an employee is scheduled to work.

An employee who is called for jury duty must submit a certificate from the court that shows the dates and hours of service. This certificate will be submitted with the employee's time sheet and forwarded to Payroll.

7. TIME OFF FOR EXAMINATIONS

All employees shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations pertaining to positions in the competitive service of the City.

8. LEAVE OF ABSENCE WITHOUT PAY

a. General Policy

Any employee may be granted a leave of absence without pay upon the approval of the Human Resources Director pursuant to the recommendation of his department head. A leave without pay may be granted for any of the following reasons:

- (1) Illness or disability
- (2) Pregnancy
- (3) To take a course of study which will increase the employee's usefulness on return to his position in the City service
- (4) For personal reasons acceptable to the Human Resources Director and Police Chief.

b. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee but may be initiated by the Police Chief. The Police Chief's written recommendation (that it be granted, modified or denied) shall be promptly transmitted to the Human Resources Director. The Human Resources Director shall then make his/her determination in writing. A copy of any approved request for leave of absence without pay shall be delivered promptly to the Finance Director.

c. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed one (1) year provided that the City Manager may extend such leave for an additional period not to exceed one (1) year. Procedure in granting extensions shall be the same as that in granting the original leave provided that the request for extension is made no later than fourteen (14) calendar days prior to the expiration of the original leave.

d. Return from Leave

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact the Police Chief at least fourteen (14) calendar days prior to the day he plans to return. A Police Captain shall promptly notify the Human Resources Director of the employee's intention.

e. Leave without Pay

An employee shall utilize all his vacation and compensatory time off prior to taking an authorized leave of absence without pay. The employee shall designate the order of which leave bank is to be depleted first.

9. ABSENCE WITHOUT LEAVE

a. Advance Notice

Whenever possible an employee shall notify his department head or immediate supervisor in advance of the date he expects to be absent from duty and the reasons for such absence.

b. Notification on Day of Absence

Employees shall notify, except as otherwise excused by reason of law, the on-duty Operations Commander at least one (1) hour prior to the assigned reporting time if they do not intend to report for assigned duty. The Operations Commander shall notify the employee's Commander and/or immediate supervisor.

ARTICLE VI

EQUIPMENT AND SAFETY

1. SAFETY EQUIPMENT

The .40 or .45 Glock caliber handgun will be provided to all members required to carry a gun, at the City's expense and will be the primary weapon authorized by the Police Department. A member may, however, be authorized to carry an approved make and model .40 caliber, 9 millimeter or .45 caliber handgun if qualified by the department in its use. The City will provide training and ammunition for any one of the weapons mentioned above. Each officer shall upon request be furnished with 120 rounds of practice ammunition per month.

2. CONCEALED GUN

Departmental General Order 14.3 permits officers to carry a concealed second hand gun to be used in emergency situations where the officer's primary duty gun has become inoperable or unavailable. The second hand gun shall be carried at the officer's option and shall not be furnished by the Department. The second hand gun must be carried in a concealed manner, as more specifically set forth in the General Order and the officer who desires to carry it will be required to qualify for it on an annual basis under supervision of the Departmental Range Master and at Departmental convenience. Such qualification must be on the officer's own time and with his own ammunition. All weapons and ammunition are to be inspected by the Departmental Range Master prior to qualification. The second hand gun shall be a .38 caliber revolver or semi-automatic pistol, .380 caliber semi-automatic pistol, .40 caliber semi-automatic pistol, .45 caliber semi-automatic pistol (other than Model 59 Smith & Wesson and Model 39 Smith & Wesson), 9 millimeter or another weapon specifically authorized in writing by the Police Chief.

3. ADVISORY SAFETY COMMITTEE

The City shall utilize the Safety Committee policy set forth in Exhibit C of this MOU. Any part of this policy may be changed by written agreement of the parties.

ARTICLE VII

WORKING CONDITIONS

1. PROMOTIONAL POLICY

The City shall utilize the Promotional policy set forth in Exhibit A of this MOU. Any part of this policy may be changed by written agreement of the parties.

2. TRANSFER POLICY

The City shall utilize the Transfer policy set forth in Exhibit B of this MOU. Any part of this policy may be changed by written agreement of the parties.

3. SHIFT ASSIGNMENTS

The patrol shift selection system is a "Dream Sheet" system, except for qualified Patrol Officers and qualified Master Officers as described below. A dream sheet system is one in which Officers and Sergeants submit a first and second choice request for a patrol shift, and the patrol division lieutenants retain final scheduling authority. The patrol Lieutenants will meet and review the Sergeants' dream sheets before assigning shifts, and the patrol Sergeants and patrol Lieutenants will meet and review the Officers' and Master Officers' dream sheets before assigning shifts.

Preference in the selection of available patrol shifts for "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will be on a seniority basis for two consecutive shift changes. After these two consecutive shift changes, "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will revert to the "Dream Sheet" system used for non-qualifying Officers and Master Officers. To be "qualified," an Officer or Master Officer must have 15 years of service with the Garden Grove Police Department as a full-time sworn Police Officer prior to the first day of the shift change. "Qualified" patrol Officers and "qualified" Master Officers assigned patrol beats will be staggered, as described below, to distribute the number of seniority shift selections over three shift changes.

The number of "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will be equally divided between the two patrol divisions. Then, using a lottery system administered by the department, each patrol division will equally divide the combined "qualified" patrol Officers and "qualified" Master Officers into three groups: A, B, and C. A "two-shift seniority, one-shift non-seniority selection" cycle will be established, with respect to those groups, as follows: 1) A and B seniority, C non-seniority; 2) B and C seniority, A non-seniority; 3) C and A seniority, B non-seniority. Employees in the two lettered groups who have seniority preference in shift selection shall not have such preference affected by which of the two lettered groups they are in. As "qualified" Officers and "qualified" Master Officers rotate, or are otherwise assigned to patrol divisions and beats, they will be assigned to one of the three groups based on maintaining an equal distribution of "qualified" personnel amongst the three groups. Preference in the selection of available patrol shifts for "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats only applies during the regularly scheduled semi-annual shift changes. The department retains the right to make division, beat and squad assignments when Officers are initially hired or transferred to patrol during the middle of a six-month shift assignment.

In applying this clause to shift assignments, the department reserves the right to distribute, at its discretion, the number of Master Officers assigned to patrol beats amongst the seven squads to ensure a relatively even distribution of Master Officers 24 hours a day, 7 days a week.

4. SHIFT ASSIGNMENT LABOR/MANAGEMENT COMMITTEE

The City and the Police Association agree to create a joint committee composed of an equal number of members from the Police Association and Management. This joint committee shall meet and confer in good faith over the course of this Agreement regarding the development of mutually-acceptable policies, rules and procedures for "overall" shift selection by seniority.

5. SPECIALTY UNIT ASSIGNMENT

- a. Except as provided for herein, all assignments to a specialty unit shall be on a five (5) year basis. At the end of such specialty assignment, Officers may be rotated out of such assignments by the Police Chief. The Association agrees that this rotation shall not be subject to any administrative or other review.

Except to the extent expressly provided in this paragraph, the assignment and re-assignments of Police Sergeants to and/or out of specialty units or positions will continue to be made at the sole discretion of the Police Chief. The assignment of Police Sergeants to specialty units or positions will be on a three (3) year basis. At the end of such specialty assignment, Police Sergeants will be subject to rotation out of such assignment by the Police Chief without any administrative or other review.

The Police Chief, in his/her sole discretion, may transfer any Police Sergeant prior to the end of the three (3) year assignment in that specialty position upon the completion of an administrative review. The administrative review shall be defined as a specific informal meeting between the Chief and the Command Staff (Captains) to discuss the matter prior to the Chief's decision to transfer the Police Sergeant prior to the end of the three (3) year assignment. The affected Police Sergeant shall be given written notice that an administrative review will take place.

An administrative review shall not be required if any Police Sergeant is subject to being transferred from a specialty assignment prior to the end of the three (3) year assignment as a result of an Internal Affairs investigation and/or formal discipline.

The Police Chief may, in his/her sole discretion and on a year-to-year basis, extend an Officer's or Sergeant's assignment in a specialty unit for a period of twelve (12) months. The Police Chief or his/her designee will notify any employee who is to be rotated per this section by November 15th of each year, and any such rotation to patrol will occur the following January shift change. It is expressly understood that if the Police Chief does not notify an employee that he/she is to be rotated, then a twelve (12) month extension has been granted. Nothing in this section shall be interpreted to require the Police Chief to rotate a specific number of officers each year.

- b. The City shall identify the following units and position assignments as non-patrol specialty assignments:

Motorcycle Officer
Traffic Collision Investigator
Special Investigations Unit
Youth Services Unit
Crimes Against Persons Unit
Crimes Against Property Unit
School Resources Unit
Gang Suppression Unit
Gang Suppression Unit Investigator
K-9 Officer
Personnel Sergeant
Internal Affairs Sergeant

The Police Chief will have the right to determine additional specialty unit positions and/or assignments.

Notwithstanding any other provision of this MOU, the decision as to whether any assignment or position shall be established within the department as well as its impact is exclusively that of the Police Chief, and shall not be subject to the meet and confer process; provided that, by waiving its right to meet and confer, the Association does not waive its right to pursue judicial remedies consistent with this MOU. The City shall not be required to establish or maintain any Specialty Unit or position, or to establish or maintain any particular staffing level.

- c. Other than specified above, assignments for six (6) months or less are "not" regularly assigned within the meaning of this MOU. Such assignment constitutes a temporary assignment.
- d. Nothing in this MOU shall restrict the right of the Police Chief to reassign or remove any employee to or from a specialty assignment, during the term of such assignment.

6. EMPLOYMENT MEDICAL/PHYSICAL

Any employee may be required to take and pass a medical, and/or physical and/or psychological examination whenever, in the judgment of the Police Chief, it would be in the best interest of the City to make such a requirement. Employees, who in the medical examination are physically incapable of meeting the normal requirements of their positions, may be assigned to a class for which they are suitable. All employment examinations required by the City shall be conducted at City expense.

7. TRAINING SCHEDULING

The Department will attempt to alleviate officer inconvenience caused by scheduled training during non-duty hours. This may include weekend, weeknight or alternative training hour times. The Department may request officers to submit a preference day or time of day for a given six (6) month period.

8. DISCIPLINARY ACTIONS

The department may choose to offer an employee who is subject to a suspension the alternatives of a salary step reduction or loss of accumulated vacation time of an equal monetary value. The department also retains the right to utilize a mandatory step reduction as a form of disciplinary action.

9. DISCIPLINARY APPEAL

The Association agrees that the appeals procedure referred to in Section 2.44.390 of the Municipal Code shall not be available for any punitive action as defined by the Public Safety Officers' Procedural Bill of Rights Act which does not result in the loss of property. For discipline which does not result in the loss of compensation, employees shall be entitled to an appeal to the Chief of Police per Government Code section 3304.5.

10. SCAQMD

In compliance with the SCAQMD Regulation XV, the City reserves the right to delete or modify incentives, add new incentives, or add disincentives to the extent mandated, by SCAQMD, to the City's Trip Reduction Plan.

11. PROBATIONARY PERIOD

The probationary period for the classification of Police Officer is eighteen (18) months and for Police Sergeant is twelve (12) months commencing on the date of appointment.

ARTICLE VIII

GENERAL PROVISIONS

1. MAINTENANCE OF BENEFITS

Except as set forth in this MOU and specifically subject to Management Rights Clause of this MOU, all existing prescribed economic fringe benefits shall remain in full force and effect during the term of this MOU. Nothing herein contained shall apply to those items which by law are and shall remain management prerogatives.

2. SAVINGS CLAUSE

If any provision of this MOU or any of the applications of such provisions to any person or circumstances be ruled contrary to law, by any Federal or State court, or duly authorized agency, the remainder of this MOU will remain in force and effect.

3. CONSTRUCTION

Nothing contained in this MOU or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law which may cover the topic. For purposes of this reference, law shall include the Constitution and all relevant Federal and State statutes, and all final appellate court decisions on the issue. References contained herein to matters covered by the law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City of Garden Grove.

4. TERM

Following ratification of this MOU by the membership of the Association and approval thereof by the City Council of the City of Garden Grove, this MOU shall be effective from July 1, 2018, through and including April 20, 2022. During the term of this MOU, neither party shall propose any improvements in wages, hours, or working conditions concerning the affected employees which are to take effect prior to the expiration date of said MOU, except as explicitly outlined herein.

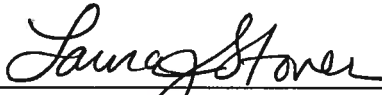
ATTACHMENTS

Copies of the following documents are incorporated herein by reference:

- (a) City Council Resolution No. 4066-71 as amended -- "Employee Relations"
- (b) Chapter 2.44 of the Garden Grove Municipal Code, revised, entitled "Human Resources"

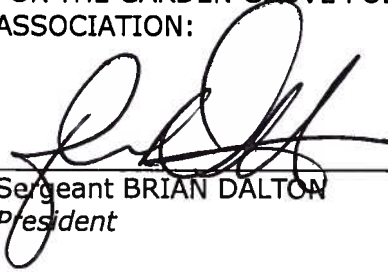
DATE:

FOR THE CITY OF GARDEN GROVE:



LAURA J. STOVER
Human Resources Director

FOR THE GARDEN GROVE POLICE
ASSOCIATION:



Sergeant BRIAN DALTON
President

PROMOTIONAL PROCEDURE
FOR THE POSITION OF SERGEANT
GARDEN GROVE POLICE DEPARTMENT

1. The Human Resources Office will provide notification of the promotional opportunity thirty (30) days in advance of the closing date for the filing of an application.
2. A promotional bulletin will be prepared outlining basic job duties, the application procedure, and a list of resource materials from which the written examination will be taken.
3. All individuals applying must meet the following requirements as of the deadline for applications:
 - a. Except as provided below in subparagraph b), each individual must possess an Associate of Arts (AA) or Associate of Science (AS) degree or equivalent units in a four (4) year program in a police related field and at least five (5) years' experience as a peace officer, three (3) of which must have been at the Garden Grove Police Department.
 - b. As an alternative to the requirements described in subparagraph a), an employee may qualify if he or she has at least seven (7) years' experience as a peace officer, three (3) of which must have been at the Garden Grove Police Department.
4. All candidates will be required to complete a City interest form and file it with the Human Resources Office prior to the closing date.
5. A written exam will be scheduled with at least a two (2) week advance notice to all candidates. The appropriate provisions will be made to allow on-duty candidates an opportunity to take the examination. This exam will carry a weight of twenty percent (20%) in determining the final score for placement on the eligibility list.
6. All candidates scoring seventy percent (70%) or higher on the written exam will be eligible to continue in the process. This score will be weighted as twenty percent (20%) of the final cumulative score.

Once the Human Resources Director certifies those who have passed the written exam, candidates will have seven (7) calendar days in which to submit a self-assessment report using a number of job related dimensions as identified by the Human Resources Director. An In-house Review Panel consisting of five (5) sergeants and five (5) lieutenants will be convened to evaluate and score each candidate. The high score and the low score for each candidate will be thrown out and the remaining eight (8) scores will be averaged to form the promotional review score. This score will be weighted as forty percent (40%) of the final cumulative score. All candidates receiving a passing score of seventy percent (70%) or higher for the In-House Review will be eligible to continue in the process.

TRANSFER POLICY

This transfer procedure for Police Officer will apply to the following units:

Special Investigation Unit
Youth Services Unit
Investigation Unit
Motorcycle Officer
Traffic Collision Investigator
Gang Suppression Unit
Gang Suppression Unit Investigator
K-9
School Resource Unit

1. Qualifications

All officers applying must have at least three (3) years of Peace Officer experience to participate in the transfer procedure and to be placed on the Eligibility List. However, any Officers transferred into a Specialty Assignment Unit must be of regular status (e.g., off probation).

2. Application Process

The Human Resources Department will post the opportunity for transfer to the above units/positions at least 30 days prior to the test date. Officers meeting the qualifications for transfer will be required to submit an application with Human Resources.

The Human Resources Department will give each applicant written instructions, including the due date, on completing a self-assessment report based on job related dimensions as identified by the Police Chief or his designee.

3. Testing

For the purposes of transfers and testing, the following units shall each be considered as one unit: Youth Services and Investigation Unit; Motorcycle and Traffic Collision Investigator Unit; the Gang Suppression Unit and Gang Suppression Unit Investigator; the Special Investigation Unit; K-9 and School Resource Unit. Each unit will be tested separately as described below.

An In-house Review Panel consisting of one (1) lieutenant, preferably the division commander of the specialty unit being tested, and three (3) sergeants, preferably sergeants who have worked in or supervised officers in the units being tested, will be convened to evaluate and score each candidate based on the self-assessment reports. The In-house Review scores will count as sixty percent (60%) in determining the final score for placement on the eligibility lists. All candidates scoring seventy percent (70%) or higher on the In-house Review will be eligible to continue in the process. Those candidates who pass the In-house review will be invited to appear before the same panel, which will also serve as an oral board. The

oral board will score each applicant. For all transfer tests, the scores of the oral board will be averaged and count forty percent (40%) in determining the final score for placement on the eligibility list. All candidates must pass the oral board with a score of seventy percent (70%) or higher to be placed on the eligibility list. For candidates that pass both phases of the transfer process, the cumulative score, weighted as described above, will determine final placement on the eligibility list.

4. Selection

If two (2) people achieve the same percentage score on the eligibility list, seniority with the Department will determine the rank order placement.

The Police Chief shall have the right to select from any of the top four (4) eligible candidates on the list or from any of the eligible candidates on an eligibility list containing less than four (4) candidates. If the Police Chief does not make his selection in accordance with the procedures described above, he has the obligation to review with the candidate(s) who was passed over, the reasons why he was not selected.

In the event there are not applicants qualified for the position, the Police Chief reserves the right to make the assignment. The assignment will be for a maximum one (1) year period or until a new eligibility list has been established.

The list will remain in effect for a period of one (1) year, unless the parties hereto mutually agree to a shorter duration, or unless the list contains four (4) or less candidates, all of whom have been passed over and notified of the reasons therefore. However, should the list be exhausted prior to the one-year period, a new transfer list would be prepared based upon the procedure outlined herein.

If an eligible candidate is offered a transfer and declines to accept the transfer, he remains on the eligibility list at the same position. If another vacancy occurs and the eligible candidate is offered a transfer and declines to accept the transfer, he shall drop to the bottom of the list.

5. Change in Specialty Assignment Unit

An individual who assumes a specialty assignment, other than a six (6) month rotational assignment, shall not be eligible to transfer to another specialty assignment for two (2) years from the date of appointment of the previous specialty assignment. During the second year, however, an individual may test for placement on a specialty assignment eligibility list, but may not be appointed to such a position until the completion of the two (2) year period and unless the position becomes open after the expiration of such two (2) year period.

6. Intra Unit Transfer

The Youth Services Unit and Investigation Unit shall be considered as one (1) unit. Motors (including Traffic Collision Investigator), Special Investigation, the Gang Suppression Unit (including Gang Suppression Unit Investigator), K-9 and School Resource Unit shall each be considered as five (5) separate units. These units will be tested for separately and have separate eligibility lists.

No employee will be allowed to transfer among the five (5) separate units without following this transfer procedure.

It is permissible for investigators assigned to Youth Services or Investigation, Gang Suppression Officer and Gang Suppression Investigator, and Motorcycle or Traffic Collision Investigators, to change assignments within these separate units without further testing.

7. Intelligence Unit

The position of Intelligence Officer is exempt from this transfer procedure. However, once an individual wishes to leave the position of Intelligence Officer for another specialty assignment, that individual must be certified through this transfer procedure as eligible on the appropriate specialty assignment eligibility.

8. No Successive Terms in the Same Specialty Assignment

No one may serve more than one consecutive term in the same assignment. Upon the conclusion of a specialty assignment term or upon leaving a specialty assignment, an incumbent must wait twenty-four (24) months before testing again for that same assignment.

ADVISORY SAFETY COMMITTEEAUTHORITY

The Advisory Safety Committee is granted only that authority as delegated by the Police Chief to assist his office in administrative duties. Nothing in this section shall be interpreted to abridge the authority of the Police Chief to take whatever action is necessary to maintain the integrity, discipline and good order of the Department.

STANDING BOARD OF INQUIRY

Purpose. To provide a fair and impartial method of resolving responsibility for any incident involving damage to, or loss of, police property, or injury to department personnel, an Advisory Safety Committee shall sit to make determinations regarding the responsibility, if any, for the damage, loss or injury.

Board Membership. The Advisory Safety Committee shall consist of three (3) members, all to be City employees - one (1) to be chosen by City Human Resources Department, one (1) chosen by the Police Chief and one (1) chosen by the Garden Grove Police Association.

Any member involved in an Advisory Safety Committee Review shall have the right to request disqualification of any member of the appointed Board, provided he has just cause to do so. Request and justification for disqualification must be presented to the appointing authority prior to the date set for the Board to convene.

If a member of the Advisory Safety Committee is involved in any incident, he shall be temporarily replaced for the matter under consideration and a substitute shall be appointed to serve on the Board in the classification he represents.

Type of Incidents Referred to the Standing Board of Inquiry for Action. The Standing Board of Inquiry shall investigate all incidents involving damaged or lost Department property, any industrial accident which results in a disabling injury causing loss of work, an industrial injury which necessitates extended light duty for the employee, or any accident deemed serious by the Department or division head.

Board Authority and Responsibilities. The Board shall convene as soon as possible after an incident to consider all evidence, reports, and statements presented. The Board shall have full authority to review the circumstances surrounding each incident referred to them and to interview the necessary witnesses and personnel involved.

No consideration shall be given to the personalities of the principals involved in determining responsibility for any incident into which inquiry is being made.

Board Findings and Recommendations. After gathering and evaluating relevant facts and circumstances, the Board shall prepare a detailed written report of the results of the investigation along with their determination as to responsibility for the incident. The Board shall forward the report to the principal's Bureau Commander for his/her review. The Captain shall then route the report to the Police Chief.

TUITION REIMBURSEMENT PROGRAM

1. ELIGIBILITY

All regularly appointed full time employees who have passed their initial probationary period (See Article VII, Section 12) are eligible to receive tuition reimbursement. Course must commence after passing the initial probationary period.

2. COURSE ELIGIBILITY

Courses must be in excess of the educational standards for the position. An example of this would be job-related college or university courses when the specification for the classification calls for high school graduation.

Courses must be taken at colleges or universities accredited by one of the six regional accreditation bodies for the United States (as approved by the Department of Education), including the Western Association of Schools and Colleges, the Northwest Association of Colleges and Universities, the Middle States Commission on Higher Education, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, and the Southern Association of Schools and Colleges. Credits given for non-classroom assignments such as life experiences, military training, and professional training are not reimbursable. Correspondence courses are not eligible for reimbursement.

Coursework must be related to the employee's current occupation or to a City classification to which the employee may reasonably expect promotion.

No coursework beyond the Master's Degree level or any law school coursework is eligible for reimbursement.

Each course must be identified as to whether it is a core course or a recommended elective for the approved major.

Courses that duplicate previously taken courses are not eligible.

Courses are required for the completion of the pre-approved job-related major. An example would be general education or elective requirements to the major as stated in the college/university catalog. Remedial courses or those taken as required for non-approved major shall not be eligible.

Employees who currently have a Bachelor's/Master's degree may be authorized to take an undergraduate/graduate course in a specialized field directly related to the duties of their classification.

Courses are not taken on City time and must be certified that they are taken on the employee's off-duty time.

Courses must be approved by the Police Chief and the Human Resources Department before commencement of the class.

3. REIMBURSABLE EXPENSES

The City shall reimburse employees for tuition, registration fees and texts/materials and lab fees required for the eligible courses. Expenses for parking, travel, meals, non-course fees (e.g., student association fees, insurance fees), processing fees, transcript fees, materials and any other costs are not reimbursable.

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the California State University system with a maximum of \$1,600 per fiscal year for courses taken during that particular fiscal year. The difference between the City's maximum reimbursement during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.

Funds received from any outside sources for the same purpose, such as a scholarship, grant or Veteran's Educational Benefits, must be applied toward the cost of the tuition/fees before the City's tuition reimbursement plan shall apply.

Reimbursement shall be made upon completion of the course with a minimum final grade of "C" or its equivalent, i.e., a pass in a pass/fail course will be considered equivalent to a "C." Graduate level courses require a minimum grade of "B" for reimbursement. No reimbursement shall be made for audited or incomplete courses.

Employees must submit, from the attendant institution, a bona fide certification of fees paid and grade achieved in order to have their application considered for reimbursement. These documents must accompany the reimbursement application form in order to be processed.

Application for reimbursement must be submitted within three months of the completion of the approved course in order to be considered for reimbursement.

Upon separation from employment, employees shall be required to reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who are laid off by the City.

The tuition reimbursement may be a taxable benefit depending upon the provisions of the Internal Revenue Code. The individual employee will be responsible for any tax liability.

EXHIBIT E

UNIFORM ALLOWANCE

<u>Title</u>	<u>Reported to PERS each Pay Period</u>
Police Officer	\$ 13.38 – effective April 20, 2019 - \$22.14
Police Sergeant	\$ 13.38 – effective April 20, 2019 - \$22.14

POLICE ASSOCIATION/CITY
MEMORANDUM OF UNDERSTANDING
2018-22
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