

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA VERNE
AND
THE LA VERNE POLICE MIDDLE MANAGEMENT ASSOCIATION**

Article 1 – Recognition

The City of La Verne (hereinafter referred to as "City") has formally recognized the La Verne Police Middle Management Association (hereinafter referred to as "Association") as the representative for full-time City employees in the classification of Police Lieutenant.

Article 2 – City Council Approval

It is agreed that this Memorandum of Understanding (MOU) is of no force or effect until ratified, approved and adopted by the City Council of the City of La Verne.

Article 3 – Management Rights

To the extent that the following are not inconsistent with specific MOU provisions and to the extent that the following are not within the scope of representation, the parties agree that the following constitute the rights of management:

1. The right to hire, promote, demote, suspend, discipline, or discharge any employee in accord with state and federal law.
2. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, divisions or subdivisions thereof.
3. Determine services to be rendered.
4. Determine the layout of buildings and equipment and materials to be used therein.
5. Determine the size and character and use of inventories.
6. Determine financial policy, including accounting procedure.
7. Determine the staffing of classifications not represented by the Association.
8. Determine selection, or promotion of employees.
9. Determine the size and character of the work force.
10. Determine the allocation and assignment of work to employees except in those instances where the affected employee receives additional compensation as a result of performing a given assignment.
11. Determine policy affecting the selection of new employees.
12. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
13. Impose discipline.

14. Determine control and use of City property, materials, and equipment.
15. Place work with outside firms.
16. Determine the kinds and numbers of personnel necessary.
17. Require employees, where necessary, to take in-service training courses during working hours.
18. Prescribe a uniform dress to be worn by designated employees.

Any grievance arising out of or in any way connected with the existence or the legality of any of the above-described rights of management is not subject to the grievance procedure unless such grievance is otherwise grievable under another Article of this Agreement.

Article 4 – Association Rights

The Association retains the right to engage in the meet and confer process with regard to all matters relating to employment conditions and employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

Article 5 – No Work Stoppage

Employees covered by this Memorandum of Understanding and the Association agree that there will be no strike, slow down, or any other work stoppage.

Article 6 – Salary and Classification Plan

- A. **Salary.** A five-step salary schedule with five percent (5%) difference between steps is hereby established. Each salary step is attainable after one (1) year of service from the date of the last salary step increase only if the employee shows satisfactory job progress.
- B. **Median Salary Range Adjustment.** Effective at the beginning of the first full pay period following the adoption of this MOU, the steps of the salary schedule will be adjusted to equate Step 5 with the median top base monthly salary for those classifications surveyed as of January 15 of each year, utilizing the local survey agencies identified below in this section.

The local agencies that will be surveyed for comparison purposes include the cities of Azusa, Baldwin Park, Chino, Claremont, Covina, Glendora, Monrovia, Montclair, Ontario, Pomona, Upland, West Covina, and the County of Los Angeles.
- C. **Compaction Factor.** In recognition of Sergeants being eligible for 10% education pay and to ensure sufficient separation of compensation between Sergeants and Lieutenants is maintained, a minimum of 15% plus \$100 monthly variance will be kept between top step Sergeant plus Advanced POST and bachelors degree and top step Lieutenant. Each year the City and

Association will look at the factor to determine if adjustments are necessary. The formula to determine the adjusted base salary will be as follows: after normal salary adjustments have been made, the compaction factor will be added to the top step of median market salary for Lieutenants.

- D. **Exceptional Performance Award**. In order to recognize exceptional achievements and contributions, employees covered by this Resolution may be granted an Exceptional Performance Award of up to five percent (5%) of base salary. Determination of whether an employee meets the standard will be made by the City Manager during an employee's annual evaluation. An employee may not be the recipient of an Exceptional Performance Award more frequently than once in a three (3) year period. This award will be administered in accordance with Administrative Regulation No. 304.

Article 7 – Sick Leave

- A. **Accrual Rate**. Employees shall accrue sick leave at the rate of eight (8) hours per month for each calendar month of service.
- B. **Deduction**. Sick leave granted by the City and used by the employee shall be deducted from the employee's accrued sick leave balance.
- C. **Accumulation**. Sick leave may be accumulated indefinitely as long as the employee works for the City.
- D. **Accrual During Leave with Pay**. Employees granted leave with pay shall accrue sick leave as herein provided.
- E. **Accrual After Separation**. Sick leave shall not be accrued by any employee absent from duty after separation from City service or during absence without pay.
- F. **Physician's Certificate**. Evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's absence during the time for which sick leave is requested.
- G. **Personal Illness or Disability**. An employee who has contracted or incurred a non-service connected illness or disability, which renders him/her unable to perform the duties of his/her position, will be eligible to receive paid sick leave.
- H. **Bereavement Leave**. Sick leave may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, father-in-law) not exceeding five (5) days per occurrence. Evidence of family relationship may be required before such sick leave is granted. One week generally means forty (40) hours; however, an employee assigned to an alternative workweek may require more than 40 hours to take one (1) week of bereavement leave. Use of bereavement leave shall not be factored as sick leave under Section J(4) below or for performance evaluation purposes.
- I. **Family Illness or Disability**. An employee will be eligible to use accrued sick leave for up to 80 hours in the calendar year when there is a sickness or disability involving a member of his/her immediate family, which requires the

employee's personal care and attendance. (For purposes of this section, members of the immediate family shall be defined as spouse, children, parent or parent-in-law.) Additional time may be granted at the discretion of the Police Chief.

- J. **Utilization Procedure.** An employee requesting paid sick leave in accordance with Sections G (Personal Illness or Disability) or Section H (Bereavement/Family Leave), or Section I (Family Illness or Disability) above, shall comply with the following:
1. **Call-in Procedure.** The employee shall personally make contact with the Department at least two (2) hours before the time specified for the beginning of the work shift of his/her absence from duty. In cases in which the ill or disabled employee is physically unable to personally make contact with the Department, the individual designated to provide notification of the absence shall personally make contact with the Department.
 2. **Basis for Absence.** The employee or other individual providing notification to the Department of the employee's absence shall provide the Department with the specific reason for the absence. If the absence is for illness or disability of the employee or a family member, the specific nature of the sickness or disability must be specified and logged by the Department.
 3. **Accessibility.** An employee who has called in sick for personal illness/disability for family illness/disability shall be available at his/her residence for telephone or personal contact from the Department during the employee's assigned shift. Exceptions to this requirement shall be authorized to seek medical treatment or to obtain medication.
- K. **Sick Leave Conversion.**
1. Employees with 15 to 20 years of service with the City of La Verne who separate or retire from the City for non disciplinary reasons may convert a portion of their sick leave balance to vacation leave on a 2:1 basis as outlined in section 6 below, i.e., an employee with 19 years of service who has a current balance of 300 hours of sick leave would receive 150 hours of vacation.
 2. Employees who retire from the City with 21 years of service or more with the City on a regular service retirement, may convert sick leave to vacation leave on a 3:1 basis to a maximum of 500 at 28 years as outlined in section 6 below, i.e., an employee with 25 years of service who has a current balance of 1100 hours of sick leave would be eligible to receive 366 hours of vacation.)
 3. An employee with 20 or more years of service with the City that is retiring or has submitted an application for retirement for an industrial disability retirement through PERS will only be eligible for conversion above the 20 year level if the retirement is the direct result of a permanent disabling injury (not illness) that occurred in the line of duty, as a result of a single on-duty incident during the actual performance of law enforcement duties.

4. An employee with 20 or more years of service that either has a retirement that does not qualify under subsection 2 or 3; or separates from the City for non-disciplinary reasons will be capped at 320 converted hours.
5. Notwithstanding the restrictions above, employees who separate with more than 20 years of service who do not have the necessary hours to increase their convertible hours on the 3:1 ratio will be eligible for the 2:1 ratio, however hours will be capped at 320 converted hours.
6. **Conversion Table.**

<u>Years of Service</u>	<u>Maximum # of Hours that can be converted</u>	<u>Conversion</u>
15-20	640	320
21	975	325
22	1050	350
23	1125	375
24	1200	400
25	1275	425
26	1350	450
27	1425	475
28	1500	500

7. Any sick leave hours converted, may not be reported to PERS for purposes of adding service credit.

Article 8 – Holidays

Due to the unique nature of work hours in the Police Department, the following policies will be observed:

A. Shift employees.

1. **Definition.** Employees assigned to patrol who are scheduled to work the 3/12 plan are regarded as "shift employees" for purposes of this article. Employees assigned to patrol that are temporarily assigned to the 5/8 plan due to training or light duty shall continue to be regarded as shift employees for purposes of this article.
2. **Holiday Pay.** Shift employees and the Lieutenant assigned to the Detective Bureau shall receive eighty (80) hours of holiday pay per year at straight time on a prorated basis over twenty-four (24) pay periods during the calendar year. In addition, a shift employee who works on a holiday (as described in B-2 below) will receive pay for all hours worked at the time and one-half rate. In accordance with the limits set forth in Article 16 of this Agreement, all premium pay for hours worked on a holiday must be received by the employee in the form of pay rather than compensatory time. In consideration of this benefit being provided to the Detective Bureau Lieutenant, individuals in that assignment will not be entitled to overtime as provided in Article 16 for any hours worked relative to their Detective Bureau assignment.

3. **Transition from Shift to Non-shift Status.** When it is confirmed in writing that a shift employee will be reassigned to non-shift status for a period of three (3) months or longer, he/she will cease to receive holiday pay on a prorated basis. As a non-shift employee, said employee will be entitled to receive paid time off for authorized holidays.
- B. **Non-shift Employees.**
1. **Definition.** Employees who are not assigned to patrol under the 3/12 plan are regarded as "non-shift employees" for purposes of this article.
 2. **Authorized Holidays.** Non-shift employees shall receive pay for their assigned shifts on the following ten (10) holidays on a straight-time basis:

1. New Year's Day	6. Veterans Day
2. Presidents Day	7. Thanksgiving
3. Memorial Day	8. Day after Thanksgiving
4. Independence Day	9. Day before Christmas
5. Labor Day	10. Christmas Day
 3. **Weekends.** In the event that any of the above holidays falls on a Sunday, the Monday following will be observed as the holiday. In the event that a non-shift employee is called in to work on a holiday, he/she shall receive pay for all hours worked at the rate of time and one-half.
 4. **Transition from Non-shift to Shift Status.** When it is confirmed in writing that a non-shift employee will be reassigned to shift status for a period of three (3) months or longer, he/she will receive prorated holiday pay pursuant to Section A(2) of this Article in lieu of paid time off.

Article 9 – Vacations

- A. **Accrual.** All employees shall accrue paid vacation leave as provided below. Accrual shall be apportioned on a monthly basis and shall be prorated for employees who begin or terminate their employment in the middle of a month.
1. During the employee's first five (5) full consecutive years of employment, the employee shall accrue one hundred twelve (112) hours of vacation leave per year.
 2. Beginning with the employee's sixth (6th) full consecutive year of employment and continuing through the fourteenth (14th) plus year, the following vacation shall accrue:
- | <u>Years of Continuous Service</u> | <u>Hours of Vacation</u> |
|------------------------------------|--------------------------|
| 6 | 144 |
| 8 | 160 |
| 10 | 184 |
| 12 | 192 |
| 14 or more | 200 |
- B. **Scheduling.** Scheduling of employee vacation leave shall be at the discretion of the City with due regard for the work requirements of the City.

- C. **During Leave/After Separation.** Vacation leave shall not be granted to an employee after separation from City service, during a City authorized leave of absence without pay, or any other absence not authorized by the City.
- D. **Deduction.** Vacation leave used by an employee shall be deducted from the employee's accrued vacation leave.
- E. **Accrual During Leave with Pay.** Employees granted a leave of absence approved by the City with pay shall accrue vacation leave.
- F. **Payment Upon Separation.** A permanent employee separated from City service shall receive compensation for his/her total accrued vacation leave at the employee's then current salary rate.
- G. **Catastrophic Cash Out.** An employee who experiences unexpected financial obligations due to catastrophic conditions such as family medical expenses, death in the family, etc., may request authorization from the City Manager to "cash out" accumulated vacation hours provided, however, that the employee shall retain an accumulated vacation balance of at least 80 hours (2 weeks). Approval of such a request is subject to the sole discretion of the City Manager.
- H. **Annual Cash Out.** Employees with a minimum of 500 hours of accumulated sick leave may "cash out" up to forty (40) hours of accumulated vacation on an annual basis provided that subsequent to the cash out, the employee shall retain a minimum vacation accrual balance of 108 hours. Said vacation cash out shall be approved on the condition that it is paid to the employee in conjunction with an approved vacation leave of at least one week in duration.
- I. **Deferred Compensation Plan Cash Out.** Employees age 50 or older are eligible to make increased contributions above the applicable deferral amounts as follows: \$5,500 for calendar year 2006 and beyond. Employees who will reach the age of 50 during the calendar year may "cash out" the dollar equivalent of up to the additional contribution shown above of vacation hours each year and have the funds deposited directly into deferred compensation. However, the employee's total deposit must be equivalent to the maximum deposit amount allowed by laws relating to Section 457 plans (without the added amount). The employee shall retain an accumulated vacation balance of at least two weeks (80 hours).

Article 10 – Work Schedules

- A. **Normal Work Week.** The workweek for employees assigned to Patrol shall be the schedule commonly known as the 3/12 plan as approved by the Association and the City. Under the 3/12 plan, employees will be scheduled to work a total of 80 hours in a biweekly pay period. Depending on assignment, employees may be scheduled to work five (5) eight (8) hour days in a workweek or an alternative schedule approved by the Chief of Police.
- B. **Level Pay Adjustments.** In order to enable employees assigned to the 3/12 plan to receive consistent base pay for eighty (80) hours per pay period, biweekly payroll time cards may be adjusted to reflect eighty (80) hours even

though the employee may have worked fewer or more hours during the regular work schedule. For example, an employee who worked a short week of thirty-six (36) hours and a long week of forty-eight (48) hours during a biweekly pay period will have his/her time card adjusted by the addition of four (4) hours for the first week and the deletion of eight (8) hours for the second week.

Similarly, an employee who works two consecutive short thirty-six (36) hour weeks in a biweekly time period will have his/her time adjusted by the addition of four (4) hours for the first week and four (4) hours for the second week.

- C. **Reversion to Previous Work Schedules.** In the event that the City believes that the continuation of the modified work schedules is not in the best interests of the City or the affected employees, the modified work schedules will be abandoned and the Department will revert to the work schedules previously in effect upon provision of ninety (90) days written notice to the other party.
- D. **Training Bank.** In order to accommodate the scheduling and completion of ongoing departmental training, without incurring a substantial amount of overtime or impacting the number of personnel on patrol, the City and the Association agree to establish a "Training Bank." This Bank will consist of paid but unworked hours. Based on the patrol scheduling of 12-hour shifts in a combination of 3 3-shift weeks and 1 4-shift week, each officer assigned to patrol will accumulate 48 hours of unworked time over the course of 26 pay periods. This "balance will be tracked and used to accommodate an equal number of training hours scheduled throughout the year
- E. **Training/Non-shift Assignment.** Hours worked in conjunction with training or another assignment will be in accordance with the Department policy.

Article 11 – Administrative Leave

Employees covered by this Memorandum of Understanding shall be allowed to take administrative leave at the discretion of their supervisor. Administrative leave is provided in recognition of the fact that employees covered by this MOU are faced with demands that require them to work overtime and odd hours without additional compensation. Unlike vacation, these days/hours cannot be accrued and no payoff shall occur at termination of employment.

Use of this leave will be limited to six hours in a pay period to a maximum of twelve hours in a month. Administrative leave shall not create the need for overtime for assignment of a replacement unless the administrative leave is being used in conjunction with a minimum six hours of vacation leave. Relief in a non-overtime capacity is acceptable.

Article 12 – Probationary Period

- A. All promotional appointments shall be tentative and subject to a probationary period of one (1) year.

- B. The probationary period may be extended by the City for a period not to exceed three (3) months.
- C. During the probationary period, an employee will be evaluated at the end of six (6) months and twelve (12) months.
- D. During the probationary period, a promoted employee may be demoted back to the previous job held without right of appeal if the City deems the employee unfit or unsatisfactory for permanent appointment to the promoted position.
- E. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing an employee's work, for securing the most effective adjustment of a new employee to a position and demotion of an employee whose performance does not meet the standards of work.

Article 13 – Uniform Allowance

Each employee in the classification of Lieutenant who works a full calendar year shall receive a uniform allowance, currently eight hundred dollars (\$800) per year, which is payable as part of the first regular paycheck in November. Employees who retire from City service in the middle of a year shall have their uniform allowance prorated. Annual upward adjustments in the uniform allowance will be based on the median amounts for Lieutenants of the local survey agencies listed in Article 6.

Article 14 – Automobile

At the discretion of the City Manager, individuals assigned the role of Administrative Lieutenant may be provided with the use of a City owned automobile and fuel for business related purposes or a monthly automobile allowance in an amount determined by the City Manager not to exceed \$300 per month. In no case shall a monthly automobile allowance exceed the equivalent cost of a City owned automobile, fuel, insurance, and maintenance. When an individual is provided an auto allowance for using their own vehicle, they will be required to submit proof of insurance to the Personnel Office.

Article 15 – Retirement

All employees shall be covered for retirement purposes by the Public Employees' Retirement System (PERS) 3% @50 full formula and Section 20024.70 (one year final compensation) in accordance with the contractual agreement between the City and PERS.

The City and employees covered by this Agreement shall be subject to the rules and regulations as endorsed and accepted by the PERS Board, except as otherwise noted herein.

- A. **Employer Premium.** Premium cost is fixed by the governing board of PERS and is divided between the City and employee. The City shall pay any and all costs designated as employer charges as set forth by the PERS governing board.
- B. **Employee Premium for Individuals hired after January 1, 2011.** Individuals hired after January 1, 2011 will be responsible for paying the full amount of their employee contribution (9% of reported compensation).
- C. **Employee Premium for Individuals hired by the City on or prior to January 1, 2011.** Effective with the first pay period in January 2011, employees will be responsible for paying 3% of their 9% member contributions. The remaining 6% will be paid by the City. Effective with the February 14, 2013 payday, the portion paid by the employees will increase by 1.5% (from 3% to 4.5%). Further, effective every first full pay period in January thereafter, employee's portion will increase by an additional 1.5% until it reaches a total of 9%.
- D. **Credit for Unused Sick Leave.** Effective July 1999, the City will bear the cost for the credit for unused sick leave benefit under PERS.
- E. **3rd Level 1959 Survivor Benefit.** Effective August 1988, the City will bear the cost for the 3rd Level 1959 Survivor benefit under PERS.
- F. **4th Level 1959 Survivor Benefit.** Effective September 2005, the City will bear the cost for the 4th level 1959 Survivor Benefit.

Article 16 – Medical and Dental Plans

- A. **Medical Plans – Active Employees:** The City shall provide a medical plan approved by the Association through the Employee Health and Safety Committee for all employees and their dependents. Employees shall also have the ability to choose from an optional plan and the City will agree to pay an amount not exceeding the cost of the Health Net HMO or its equivalent plan for each tier.
 - 1. At the time of hire, an employee shall choose a plan that best meets the needs of the employee.
 - 2. An open enrollment period will occur in May-June of each year (effective July 1). Only during this time may the employee change to another plan.
- B. **Medical Plans – Retired Employees:** The City shall provide monthly medical insurance contributions to retired employees up to the following amounts:
 - Those who retired between 10-1-84 and 9-1-90:
 - Single \$88.32
 - Couple \$181.06
 - Family \$247.30
 - Those who retired between 9-2-90 and 12-31-99:
 - Single \$110.00
 - Couple \$225.00
 - Family \$247.30

The amount of City-paid contributions towards medical insurance for those

who retired prior to 12-31-99 shall be permanently fixed and will not be increased in conjunction with changes in monthly premium rates.

- Those who retire after 1-1-00 will be provided with monthly medical insurance contributions in an amount of eighty-five percent (85%) of the monthly premium of the least expensive HMO plan (for the retiree and covered dependents). The amount of this City-paid monthly contribution toward medical insurance premiums for those retired after 1-1-00 shall not be permanently fixed and will increase in conjunction with changes in monthly premium rates. The City shall provide this benefit only to those retired employees and their dependents who meet the conditions shown below.

- Those who retire after 1-1-05 will be provided with a monthly medical insurance contribution in an amount of 80% of the monthly premium of the least expensive HMO plan provided by the City to its active employees (for the retiree and covered dependents). The amount of this City-paid monthly contribution toward insurance premiums for those retired after 1-1-05 shall not be permanently fixed and will increase in conjunction with changes in monthly premium rates. The City shall provide this benefit only to those retired employees and their dependents who:

1. had at least twenty (20) years of continuous service with the City of La Verne.
2. if eligible for Medicare, have enrolled in and maintain Medical coinsurance benefits in which case the City shall provide a supplemental medical insurance plan and contribute 80% of supplemental rates not to exceed the aforementioned contribution amounts.
3. are not receiving disability retirement benefits through the PERS nor have filed for industrial disability retirement benefits through the PERS with the following exception as determined by the City Manager:
 - a. the employee (without regard to years of service) suffered a permanently disabling injury (not illness) in the line of duty as a result of a single, on-duty incident during the actual performance of law enforcement duties or other injury as deemed appropriate by the City Manager or his designee; and
 - b. the employee has not declined an offer of a modified duty assignment; and
 - c. the employee's disabling injury that necessitates retirement specifically excludes back injuries, psychological problems, heart disease, hypertension and stress trauma.
4. obtain their medical insurance through the City. However, a retiree who chooses to purchase medical insurance from an independent source may be reimbursed by the City for their cost of such insurance not to exceed those amounts specified above. In order to receive such direct payments, the retiree shall provide the City with an annual signed statement certifying that he/she has medical insurance coverage to cover the cost of catastrophic illness or injury for the retiree and dependents. Said medical insurance payments shall be made on a quarterly basis.

5. Upon death of the retired employee, dependents will not be eligible for medical insurance through the City.
- C. **Dental Plan.** The City shall contribute towards a dental plan for the employee and eligible dependents in the form of allocations of up to \$33 per month applied towards premiums of a City group dental insurance policy

Article 17 – Overtime

- A. An employee in the classification of Police Lieutenant shall be credited for authorized shift relief four (4) hours or more beyond the regularly scheduled work shift by receiving overtime pay.
1. Overtime must be authorized in advance by the City.
 2. Overtime pay shall be provided at time and one-half.
 3. Overtime will be authorized in accordance with the Department's relief policy.
 4. Overtime may be accrued as compensatory time at time and one-half up to one hundred twenty (120) hours. Employees will have the option of being compensated for comp time in either of the following methods:
 - a. An employee may receive payment for accumulated compensatory time in conjunction with a regularly scheduled vacation leave of at least one week in duration that has been approved by the Department.
 - b. Any accumulated time on the books as of the first pay period in November shall be paid to the employee by November 23rd of each calendar year.
- B. Court Appearances. When a Lieutenant is required to appear in court due to subpoena or other lawful request, for less than four hours; and the request for appearance is not within two hours of the employee's regular start or end time, the individual will be provided with compensatory time on an hour for hour basis.

Article 18 – Long Term Disability and Life Insurance

- A. **Long Term Disability Insurance.** The City shall provide a long term disability (LTD) plan meeting the following criteria, as defined in the contract with the insurance company:
- | | |
|--------------------------------|-----------|
| 1. Waiting Period | 90 days |
| 2. Benefit period | to age 65 |
| 3. Percent of insured earnings | 66 2/3% |
| 4. Maximum benefit | \$5,000 |
- B. **Life Insurance.** The City will also provide a term life insurance policy with a fifty thousand dollar (\$50,000) benefit and a fifty thousand dollar (\$50,000) accidental death and dismemberment benefit.

Article 19 – Workers ' Compensation Insurance

- A. **Provision of.** The City will provide workers compensation insurance. The State workers' compensation laws and this MOU shall govern all aspects of duty related injuries, illnesses, and accidents.
- B. **Industrial Injuries and Accidents.**
 - 1. Employees shall report any duty related injury or illness which requires medical treatment to the appropriate department supervisor as soon as physically possible.
 - 2. Employees shall report any duty related injury or illness which does not require medical treatment to the appropriate department supervisor by the end of the workday on which the injury or illness occurred.
- C. **Medical Treatment.** Any employee suffering from any duty related injury or illness which requires medical treatment shall immediately seek such treatment from a City designated physician or medical facility.
- D. **Leave of Absence for Industrial Disability Qualification.** An employee suffering a duty related injury or illness that disables that employee from the performance of regular job duties may request a leave of absence for industrial disability. Upon acceptance of any claim, the employee may be granted a leave of absence. Such request may be submitted in the form of a workers' compensation claim. Any dispute regarding such claim shall be resolved through the State Workers' Compensation Appeals Board process.
- E. **Compensation.** For any employee on leave of absence under the workers' compensation sections of the California Labor Code, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

Article 20 – Tuition Reimbursement

The City shall reimburse employees for the cost of tuition and books up to \$1,700 per fiscal year when completing job related professional improvement courses offered through the California University system or an accredited private college institution, provided that:

- A. The employee has obtained the prior approval of either his/her department head or the Personnel Officer.
- B. The employee receives a minimum grade of "B" and submits proof thereof.
- C. The course work is not generally a requirement to fulfill the minimum educational qualifications of his/her position.
- D. In the event that the recipient individual's employment with the City is terminated, for whatever reason, within twelve (12) months of the receipt of tuition reimbursement, he/she shall be obligated to repay the amount received within the past twelve (12) months to the City in full at the time of separation.

Article 21 – Bilingual Pay

The City will provide a monthly stipend of \$75 for each represented employee that demonstrates his/her ability to fluently speak and understand Spanish or another language. The City will develop an appropriate proficiency exam in conjunction with the local university or high school to certify an individual's abilities.

With the exception of Spanish, the City reserves the right based on operational needs to determine which languages will be eligible for bilingual pay as well as certify the number of employees it deems necessary.

Article 22 – Substance Abuse Policy

The City's Administrative Regulation No. 316 on Drug and Alcohol Testing which provides for pre-employment drug testing, reasonable suspicion testing, post-accident testing and random drug testing will be amended to be applicable to all employees covered by this Agreement.

Article 23 – Jury Duty

- A. Employees called for jury duty shall notify the City of the call. If, in the opinion of the City, the absence of the employee would result in undue disruption of work programs, the City may refuse to grant the employee a paid leave of absence to serve on Jury duty.
- B. Where serious disruption would not occur, the City may permit the employee to serve for a period not to exceed ten (10) business days. The time spent off the job by the employee while actually serving on jury duty under the supervision of the court shall be compensated for on a straight time basis, limited to the employee's normal workday schedule. All per diem reimbursement paid the employee by the court shall be signed over to the City. Failure to provide verification of jury duty service or reimbursement of court per diem to the City shall be cause for the City not to compensate the employee for jury duty. Any compensation paid to the employee while on jury duty may be deducted from future earnings if the employee fails to provide court verification or reimbursement of the court per diem.

Article 24 – Non-Fraternization

The City desires to avoid misunderstanding, complaints of favoritism, possible claims of sexual harassment, and other problems of supervision, security or employee morale that can potentially result from romantic or sexual relationships between supervisory employees and the employees they supervise. Accordingly, supervisors are prohibited from developing a romantic or sexual relationship with

any subordinate employee in their chain of command. Employees who violate this policy will be subject to discipline, up to and including termination of employment.

Article 25 – Savings Provision

If any provision(s) of this MOU are held contrary to law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. If any clause is invalidated, said clause shall be subject to the meet and confer process.

Article 26 – Term of Memorandum of Understanding

This Memorandum of Understanding shall remain in full force and effect from February 1, 2013, through and including December 31, 2014. If by November 1, 2014, neither party provides a written request to meet regarding a successor agreement, existing terms and conditions will be extended to December 31, 2016.

Article 27 – Conclusiveness of Memorandum of Understanding

During the term of this MOU, neither party shall be compelled to engage in the meet and confer session with regard to matters within the scope of representation. Nonetheless, and by mutual agreement, the parties may convene the meet and confer process during the term of this MOU. Accordingly, all wages, hours, and terms and conditions of employment shall remain in full force and effect for the term of this MOU.

DATED _____

DATED _____

LA VERNE POLICE MIDDLE.
MANAGEMENT ASSOCIATION

CITY OF LA VERNE

By _____
Association Representative

By _____
City Manager

By _____
Association Representative

By _____
Sr. Management Analyst