

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA VERNE
AND
THE LA VERNE POLICE OFFICERS' ASSOCIATION**

Article 1 – Recognition

The City of La Verne (hereinafter referred to as "City") has formally recognized the La Verne Police Officers' Association (hereinafter referred to as "Association") as the representative for full-time City employees in the following job classifications:

Police Officer
Senior Police Officer/Corporal
Police Sergeant

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 employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment.

Article 5 – Association Dues

- A. The City shall deduct dues from the first and second paychecks of each employee each month and remit to the Association such monies, the deduction of which have been authorized by the employee in writing.
- B. The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits alleging negligence by the City in the performance of its obligations as set forth in Article 5(A).

Article 6 – No Strike/No Lockout

The City and the Association agree that it is to their mutual benefit to encourage the resolution of differences through negotiation. Therefore, during the term of this MOU, the City agrees that it will not cause a lockout of employees covered by this MOU and the Association agrees that there will be no strike, slowdown, or other work stoppage. Compliance with the request of other labor organizations is included in this prohibition.

Article 7 – Layoff Procedures

- A. Seniority shall be defined as the length of continuous service as a full-time employee with the City of La Verne except as otherwise noted.

- B. In the event of reduction in the work force, the employee in the classification being reduced with the least seniority shall be laid off first.
- C. Any represented employee who has been notified of layoff may elect to accept the layoff or exercise bump down rights. Represented employees, if qualified and able to work, shall be authorized to bump into any lower rated classification with the department and replace any employee who has less seniority. Employees exercising bump down rights must do so within seventy-two (72) hours after receipt of notice of layoff.
- D. Employees bumped by higher seniority employees shall themselves have the option of exercising bump down rights.
- E. No new employee shall be hired until all employees on layoff have been given the opportunity to be reinstated in the position held prior to layoff or bump down. Such employees shall be rehired or reinstated to the position held at the time of separation and in reverse order of their layoff or demotion. Such right of reinstatement must be exercised within twenty (20) days after the City deposits its written notice of recall from layoff in the United States Mail addressed to the employee's last known address. Such mailing shall be by certified mail – return receipt requested.

Article 8 – Salary Rates and Step Advancements

- A. **Salary Step Advancement.** A five (5) step salary schedule with five percent (5%) difference between steps is hereby established for the classifications listed in Article 1 of this Agreement. Such 5% differentials shall be maintained for the term of this Agreement.

Median Salary Range Adjustments – Effective at the beginning of the first full pay period in 2014, 2015, and 2016, the steps of the salary schedule will be adjusted to equate to Step 5 of the median top base monthly salary for those classifications surveyed as of January 15 of each year, utilizing the local agencies identified below in this section. However, if a position's median adjustment is reported to be over 3%, the increase will be capped at 3% of the existing salary. Said salary adjustments shall be rounded to the nearest one-half percentage point (0.25% and 0.75% shall be rounded up). Should the median salary decrease for a classification, the City will maintain the then current salary schedule for that classification.

The Step 5 salary for incumbent Senior Police Officers promoted prior to January 1, 1995, shall be established at the mid-point between the step 5 salaries for Police Officer and Police Sergeant. The Step 5 salary for employees promoted to Senior Police Officer after January 1, 1995, shall be set at ten percent (10%) above the Step 5 salary for Police Officer.

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.

B. Salary Plan Administration/Work Performance Evaluation.

1. **Step 1.** This is the minimum rate and will be the hiring rate. In special cases, when it is merited by experience, education, training or other qualifications, the City may approve hiring at a higher salary step. If an employee is hired at a step other than 1, he/she must wait one (1) year until the next step increase.
2. **Step 2.** This salary step is attainable after completion of six (6) calendar months of service if the employee has demonstrated satisfactory job progress.
3. **Step 3.** This 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.
4. **Step 4.** This 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.
5. **Step 5.** This 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.
6. Employees shall be paid by twelve noon (12:00) on or before every other Friday. When the normal pay day falls during an employee's annual vacation leave, such employee shall receive a partial vacation advance on the last working day prior to such an annual vacation leave provided a written request is submitted to the Finance Officer at least five (5) working days prior to said leave.
7. All employees shall receive at least one (1) annual written department evaluation pursuant to department policy as established by the Police Chief. Written evaluations will be given to the employee at least ten (10) days before the end of the particular evaluation period.
8. All step increases, promotions, demotions, or other changes in the employees' salaries shall occur at the beginning of the closest pay period.
9. Performance evaluations shall be completed by supervisor which employee predominantly worked under during review period. However, this will not preclude the evaluating supervisor from getting input from other superiors the employee worked for.

C. Probationary Period.

1. All entry level appointments to the classification of Police Officer shall be tentative and subject to a probationary period of eighteen (18) months.
2. Promotional appointments shall be tentative and subject to a probationary period of one (1) year.
3. Lateral appointments shall be tentative and subject to a 12-18 month probationary period as determined by the Personnel Officer and Police Chief. Some of the factors used in determining length of the probationary period include but are not limited to; previous years and level of experience, formal education, POST certificates, specialized training, as well as job performance.

4. The probationary period may be extended prior to the end of the probationary period by the City for a period not to exceed three (3) months as a result of an employee's unfavorable evaluation.
 5. During the probationary period, a newly hired employee may be discharged by the City if the City deems the employee unfit or unsatisfactory for permanent employment. The probationary employee shall have the rights of appeal as required by law.
 6. During the probationary period, a promoted employee may be demoted back to the previous job held if the City deems the employee unfit or unsatisfactory for permanent appointment. No probationary period shall be required upon reinstatement to the prior position.
 7. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to a position, and for rejecting an employee whose performance does not meet the standards of work.
- D. **Trainee Levels**. The City may, at its discretion, establish Police Academy trainee salary range levels, not less than fifteen percent (15%) below Step 1 of the Police Officer salary range and/or job description.
- E. **New Classifications**. The City may establish new job classifications that do not entail reclassification of an existing position. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment to the new position.
- F. **Acting Appointments**. The City may designate an employee to an acting capacity in a job classification different than that currently held by the employee. The employee shall receive five percent (5%) above the employee's current base monthly salary added to the employee's wages after ten (10) consecutive working days of satisfactory service in such acting capacity as determined by the City.
1. Service in an acting capacity shall not continue beyond six (6) months without the agreement of employee, Association and City.
 2. An employee having served in an acting capacity and subsequently fully appointed to the position shall establish a new anniversary date as the first day of permanent appointment to the position.
- G. **Promotion**. The City may promote an employee to a higher job classification.
1. A promoted employee shall receive a minimum of five percent (5%) increase in salary provided, however, that no employee shall receive a salary which exceeds or deviates from the salary steps established for the promotional job classification. A promoted employee appointed at other than Step 1 shall not receive another step increase for a minimum of one (1) year.
 2. A new anniversary date shall be established and the promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time because of committing a disciplinable act shall be reinstated to the job classification previously held at the same salary level

the employee had prior to the promotion without loss of seniority in that classification and/or shall be subject to discipline.

- H. **Senior Police Officer Program.** Sworn employees covered by this Agreement shall be promoted to the classification of Senior Police Officer as follows:
1. Incumbent Police Officers hired prior to September 5, 1994, shall be eligible for promotion to Senior Police Officer without regard to the budgetary limitations established in subsection 2 below, based on the following criteria. **Education:** An A.A./A.S. degree (or equivalent units) from an accredited college in criminal justice or another law enforcement related course of study; **Experience:** Four (4) years as a sworn Police Officer, two (2) of which must be with the City of La Verne; **Test:** The employee must pass a written test with a 70% score or better and receive satisfactory annual performance evaluations in the prior two (2) years preceding promotion.
 2. The number of Senior Police Officer positions within the Department shall be limited to one-half of the budgeted complement of Police Officers and Senior Police Officers with a minimum of fifteen (15). (All incumbent Senior Police Officers, incumbent Police Officers and the incumbent employees enrolled in the academy appointed prior to September 5, 1994, will not be affected by this limitation.) Eligibility criteria for promotion to Senior Police Officer shall be as follows: **Education:** A.A./A.S. degree (or equivalent units) from an accredited college in criminal justice or other law enforcement related course of study; **Experience:** Four (4) years as a sworn Police Officer, two (2) of which must be with the City of La Verne. All promotions to Senior Police Officer shall be accomplished through a competitive selection process in accordance with the Personnel Rules and Regulations.
- I. **Demotion.** The City may, with cause, demote an employee to a lower job classification.
1. A demoted employee shall receive a minimum decrease in salary equivalent to one (1) salary step provided, however, that no employee shall receive a salary which exceeds the maximum range level established for the lower job classification.
 2. A new anniversary date shall be established for the demoted employee as the day on which the employee begins performing the duties of the lower job classification as determined by the City. A demoted employee will suffer no loss of seniority with the department.
 3. No probationary period shall be required for any employee in a classification to which he is demoted.
- J. **Lead Motor Officer Differential.** At the discretion of the Chief of Police, following the conclusion of a competitive selection process, one (1) employee assigned to motorcycle patrol duty may be designated as Lead Motor Officer. An employee so assigned by the Chief of Police shall receive a monthly salary differential of \$100 in recognition of the following duties and responsibilities:
1. Supervise commercial vehicle enforcement;

2. Supervise special event traffic activities, including DUI checkpoints;
3. Determine and justify traffic enforcement training and budget needs;
4. Monitor citation productivity;
5. Develop motor officer schedule in conjunction with watch commander;
6. Coordinate with schools and crossing guards to provide safe routes to schools;
7. Supervise and coordinate investigations of fatal traffic accidents;
8. Review collision reports for CHP and SWITRS input;
9. Pursue traffic grant opportunities.

Article 9 – Hours of Work

A. Normal Work Week.

1. **Patrol.** The workweek for sworn 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 period. Newly appointed Police Officers assigned to an FTO and employees in training or light duty assignments may be scheduled to work five (5) eight (8) hour days in a workweek.
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 card adjusted by the addition of four (4) hours for the first week and four (4) hours for the second week.
2. **Motor Officers.** Employees assigned to Motorcycle Patrol by the Chief of Police shall be scheduled on a four (4) day, ten (10) hour workweek commonly known as the 4/10 plan.
3. **Detective Bureau.** Employees assigned to the Detective Bureau shall be schedule on either the 9/80 Plan or the 4/10 Plan at the unilateral discretion of the Chief of Police. (Under the 9/80 Plan, employees will be scheduled to work eight (8) nine-hour shifts and one (1) eight hour shift for a total of 80 hours in a two-week period.) In making a determination to change the work schedule from either the 9/80 Plan or the 4/10 Plan, the Chief of Police may take unilateral action without prior notice to, or consultation with, the Association. In determining the appropriate work schedule for detective bureau employees the Chief of Police may consider criteria that includes, but it not limited to, sick leave usage, overtime,

productivity, schedule coverage, etc. The parties to this Agreement understand and agree that special assignment pay will not be provided to employees with detective bureau assignments.

4. **School Resource Officer**. The School Resource Officer shall be scheduled on the 9/80 Plan or the 5/8 Plan at the unilateral discretion of the City to best operate the program in the schools. The City shall have the unilateral discretion to further modify both the School Resource Officer assignments, and the scheduled hours and days of work, consistent with the recognition that school recesses and holiday and summer breaks can regularly minimize the scope of services to reasonably be performed by the School Resource Officer. School Resource Officers shall be allowed to take a paid leave from their assignment during the Christmas and/or spring break.
 5. **Regional Task Force Officers**. The workweek for employees assigned to regional task force operations will not be modified or altered by this Agreement.
- B. **Light Duty**. An employee placed on light duty due to a temporary disability may be required to revert to the traditional five (5) day, eight (8) hour schedule for the duration of the light duty assignment.
 - C. **Limit on Consecutive Hours Worked**. An Officer assigned to Patrol shall not be permitted to work in excess of 16 consecutive hours, unless otherwise authorized during emergency conditions.
 - D. **Relief Due to Afternoon Court Appearance**. An Officer assigned to Patrol who has worked the previous twelve (12) hour night shift and is required to appear in court beyond 1:30 p.m. on the day following shall be entitled to obtain relief for the upcoming night shift on the day of the court appearance. In the event that such relief due to an afternoon court appearance is needed, the employee shall be entitled to use vacation or compensatory time off.
 - E. **Reversion to Previous Work Schedules**. On an annual basis, the City and the Association will meet to review issues relative to work schedules including, but not limited to, employee satisfaction, productivity, sick leave usage, etc. In the event that the City or the Association believes that the continuation of the modified work schedules is not in the best interest 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.

Article 10 – Special Assignment Pay

Effective with the first full pay period in January 2008, unit members placed in any of the following assignments detective bureau, school resource officer, traffic car, motor officer, or regional task force detective will be provided with a monthly stipend of \$175. Amounts will be distributed on a per pay period basis and will begin or end with the start of the pay period closest to the effective date.

- A. With the exception of members in an assignment as of January 1, 2008, all affected employees participating in a special assignment, appointed after adoption of this Article, shall be subject to the removal/appeal policies and procedures set forth below in subsection B.
- B. A California Court of Appeal case has recently held that in many circumstances, reassignment from a special assignment as described above and loss of bonus compensation can be implemented only upon the Department stating cause for the reassignment, and with the Peace Officer then having a right to contest the reassignment through all available administrative appeal procedures. In this case, said procedures may include access to a trial-type evidentiary hearing. (The City does not acknowledge that said court ruling is controlling, yet it does form the basis for the compromise described in this Article.). However, the following limitation shall apply to administrative appeals conducted pursuant to Article 10 of the MOU, and which regard reassignment from a special assignment as that term is used in this Article:
1. During the first twelve (12) consecutive months that an affected employee is assigned to a special assignment which provides for compensation in addition to the officer's base salary, said individual shall be subject to removal from the special assignment, *without a statement of cause by the Department and without the right to any administrative or civil method of appealing said decision except as specifically set forth herein. The sole administrative appeal pursuant to section a1 shall be non-evidentiary meeting with the Chief of Police. There shall be no subpoena power, no testimony, and the determination of the Chief of Police shall be final for all purposes.* In the case of any such removal, the officer shall continue to receive the pre-existing base salary. Such an affected employee shall be treated as one who has not successfully completed the probationary period required by the Agency, as said term is used and applied in Government Code §3304(b).
 2. Upon any reassignment out of a special assignment, the special compensation bonus provided to the employee shall be eliminated.
 3. The parties recognize that there exist appellate case decisions to the effect that a waiver by an employee organization as to disciplinary due process and appeal rights held by individual members of the Association pursuant to Government Code §3304(b) or otherwise, is invalid as regards the individuals (assuming arguendo that any exist as to those employees referenced in B1 above). Therefore, the parties further agree that each individual officer who is assigned to any special assignment on or after the date of adoption of this MOU shall enter into a written agreement evidencing a waiver of any administrative appeal rights as described herein and of their agreement to be bound by the rules set forth herein governing reassignment and loss of specialty compensation. The parties acknowledge that said waiver does not constitute a waiver of "due process" rights. Rather, and inasmuch as the limited appeal rights described herein apply to special assignees who in essence, have not

completed probation in the assignment, and inasmuch as no appeal rights are provided pursuant to §3304(b) as to said individuals, there is no "due process" to waive. Said waiver shall be signed prior to assignment of an effected employee to a special assignment.

4. The waiver to be signed by each affected employee is attached hereto as Addendum A and incorporated herein by reference as though set forth in full.
- C. Additionally, the Association further agrees that if either the Association or any unit member challenges the legality of the probationary period, the above stipends shall immediately terminate without the necessity of requiring a meet and confer process.

Article 11 – Overtime

- A. **Prior Authorization.** All overtime requests must have prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.
- An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.
- Employees are cautioned not to spend excessive amounts of time at their work station before or after their normal work period. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.
- B. **Rate/Paid Leave Time.** Eligibility for overtime pay shall be provided as follows:
1. **3/12 Plan.** Employees assigned to the 3/12 plan shall receive overtime pay at time and one-half for all hours worked over their normal assigned shift or workweek.
 2. **4/10 Plan.** Employees assigned to the 4/10 plan shall receive overtime pay at time and one-half for all hours worked over their normal assigned shift or forty (40) hours in a week.
 3. **9/80 Plan.** Employees assigned to the 9/80 plan shall receive overtime pay at the rate of time and one-half for all hours worked over their normal assigned shift or eighty (80) hours in a fourteen (14) day work period.
 4. **5/8 Plan.** Employees assigned to the 5/8 plan shall receive overtime pay at time and one-half for all hours worked over their normal assigned shift or forty (40) hours in a week.
- C. **Hours Worked.** "Hours worked" shall not include paid leave time such as sick leave and compensatory time off unless the employee is "called in" to work overtime; or is required or requested by supervision to work beyond normal shift hours; or is subject to a required court appearance; or is scheduled to

work a third party contract assignment (i.e., Fair, high school events, etc.).

"Hours worked" shall include vacation time subject to the following conditions:

1. An employee that is scheduled to be on vacation on the date of an "overtime shift" shall not be eligible to receive overtime pay as a result of working the "overtime shift" when the employee was previously scheduled to work that same shift prior to taking the vacation.
2. **Reversion to Vacation Time Not Counted as "Hours Worked"**. If the City determines that an employee(s) has abused the inclusion of vacation time as "hours worked," a forty five (45) day meet and confer period between the City and the Association shall commence to resolve said abuse. If, after the 45 day meet and confer period expires, the City determines that the identified abuse has not been resolved, vacation time shall no longer be counted "hours worked."

D. Compensatory Time. Employees may accrue compensatory time in lieu of overtime pay as allowable under the FLSA as follows:

1. **Accrual**. For each hour of overtime worked, the employee may accrue compensatory time in lieu of overtime pay at the rate of one and one-half. Sworn employees may accumulate up to four hundred eighty (480) hours of compensatory time in the calendar year.
2. **Use as Paid Leave**. All accrued compensatory time must be used in the form of paid leave or cashed out in the calendar year in which it was earned. Scheduling for use of compensatory time will be authorized by the department in the same as vacation as noted in Article 15 of this MOU and consistent with Department policy.
3. **Cash Out**. All accrued compensatory time not used in the form of paid leave must be cashed out in the year in which it was earned as follows:
 - 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. Unused compensatory 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. Said annual payment shall be by separate check, barring any change in tax or retirement laws or guidelines.
Compensatory time earned after the first pay period in November may be carried over into the next calendar year.
4. **Detective On-call**. In consideration of individuals in the Detective Bureau rotating on-call assignment, Officers and Sergeants will be granted 7.5 hours of compensatory time for each weekend of on-call assignment worked. The on call assignment will be rotated on a weekly basis allowing each member assigned to the Bureau equal opportunity for the Friday evening through Monday morning assignment. Additionally, over the following holiday weekends, the on-call detective will receive an additional 2.5 hours of compensatory time in consideration of the extended weekend:
Martin Luther King's Birthday
Presidents Day

Memorial Day
Labor Day
Thanksgiving weekend
Any weekend where any of the other observed holidays listed in Article 15-b falls on a Monday.

- E. **Selection for Overtime.** Permanent employees shall be given first opportunity to work overtime.
- F. **Third Party Contract Assignments.** Where third party contract assignments provide that four (4) personnel be on duty, one (1) of those personnel shall be a Sergeant.

Article 12 – Call-Back Allowance

An employee who is called back to work after completing a regular work shift and having left City premises shall be compensated for a minimum of three (3) hours or actual hours worked, whichever is greater, at the overtime rate. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever; however, in the event that an employee is away on vacation and is unexpectedly required to return to duty, the employee shall be entitled to reasonable compensation for interrupted vacation and travel time.

Article 13 – Standby Court Allowance

An employee not otherwise scheduled to work on a given day and who is placed on "standby" or "on call" status pursuant to subpoena or other lawful order, shall receive three (3) hours salary at straight time as a result of any time spent in such status in the A.M. and three (3) hours compensation for all time spent in such status in the P.M. An employee on standby duty may use standby time for his/her own personal purposes, provided, he/she can provide reasonable response time.

At the time it is earned, the employee shall have the option of accruing their three (3) hour morning and/or three (3) hour afternoon standby time at straight time, up to a maximum of twenty-four (24) hours. Said accrual may be used only when the employee can take off without replacement. The City shall not be obligated to pay off said accrual at any time.

If the employee actually responds pursuant to subpoena or other lawful order during the first three (3) court hours in the A.M. and/or P.M., then the employee shall be paid the standby rate in the A.M. and/or P.M., or the overtime rate for actual hours worked in the A.M. and/or P.M., whichever is greater. Any response thereafter shall be compensated at the overtime rate in addition to the three (3) hours as the standby rate.

Article 14 – 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. Such accrual shall take place on a monthly basis, beginning with the first month of employment. Sick leave accrual shall be prorated for employees who begin or terminate their employment in the middle of a calendar month.
- 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**. Employees granted a leave of absence with pay or other approved 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 a City authorized leave of absence without pay, or any other absence from duty not authorized by the City. The provisions of Civil Code Section 56.10 shall limit the information that an employee is required to provide.
- F. **Physician's Certificate**. If management has reasonable grounds to believe that sick leave is being abused, evidence in the form of a physician's certificate or otherwise, may be required as a prerequisite to receive sick leave pay to determine the adequacy of reasons for an employee's absence during a time for which sick leave is requested. The employee shall have the right to choose the physician.
- 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 provided that the employee complies with the utilization procedures specified in Section J of this Article. Leaves in conjunction with an employee's non-elective surgery shall not be considered as a negative reflection on the employee's attendance record for purposes of performance evaluation or for the purposes outlined in Section J (4) below.
- 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, grandchildren, mother-in-law, father-in-law) not exceeding one (1) week 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, and parent or parent-in-law.) Additional time may be granted at the discretion of the Police Chief. Paid sick leave will be granted in such instances provided that the employee complies with the following utilization procedures specified in Section J of this Article. Leaves related to serious health condition of a spouse or children, e.g., birth of a child, will not be considered as a negative reflection on the employee's attendance records for purposes of performance evaluations or for purposes outlined in section J (4) below.

- J. **Utilization Procedure.** An employee requesting paid sick leave in accordance with Sections G (Personal Illness or Disability) or Section H (Bereavement), 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 Watch Commander 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 Watch Commander, the individual designated to provide notification of the absence shall personally make contact with the Watch Commander.
 2. **Basis for Absence.** The employee or other individual providing notification to the Watch Commander of the employee's absence shall provide the Watch Commander 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 Watch Commander.
 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 Watch Commander during the employee's assigned shift. Exceptions to this requirement shall be authorized to seek medical treatment or to obtain medication; however, if it becomes necessary for the employee to leave his/her residence for either of these reasons, the employee shall be required to telephone the Watch Commander to advise where he/she is going and the estimated time of return. Employees who have called in sick to care for an immediate family member who lives outside of the employee's residence may go to that family member's residence to render care provided that the Watch Commander is given an address and contact telephone number where the employee can be reached during work hours.
 4. **Review.** An employee who uses more than forty (40) hours of sick leave in a fiscal year that has not been documented by a physician's certificate may be subject to appear before a review board comprised of Police Department management personnel and an Association representative to discuss the basis for the absences. Sick leave hours taken for bereavement shall not be counted for purposes of this subsection.

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 2:1 basis to a maximum of 500 at 25 years as outlined in section 6 below, i.e., an employee with 23 years of service who has a current balance of 850 hours of sick leave would be eligible to receive 400 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 the 20-year conversion level (275 hours).
5. Recognizing this conversion formula is provided to reduce use of sick time, both parties agree that during the next MOU negotiation process, the program's success will be evaluated to determine whether savings realized warrant an increase in the conversion rates.
6. **Conversion Table.**

<u>Years of Service</u>	<u>Maximum # of Hours that can be converted</u>	<u>Conversion</u>
15	300	150
16	350	175
17	400	200
18	450	225
19	500	250
20	550	275
21	600	300
22	700	350
23	800	400
24	900	450
25	1000	500

7. Sick leave hours converted, may not be reported to PERS for service credit.

Article 15 – 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 who 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 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 will receive pay for all hours worked at the time and one-half rate. All premium pay for hours worked on a holiday must be received by the employee in the form of pay rather than compensatory time.
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
 2. Presidents Day
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Veterans Day
 7. Thanksgiving Day
 8. Day after Thanksgiving
 9. Day before Christmas
 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 16 – 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.

<u>Consecutive Years of Service</u>	<u>Hours Per Year</u>
0-4	104
Beginning of 5 th	120
Beginning of 6 th	128
Beginning of 7 th	136
Beginning of 8 th	144
Beginning of 9 th	152
Beginning of 10 th	160
Beginning of 11 th	168
Beginning of 12 th	176
Beginning of 13 th	184
Beginning of 14 th	192
Beginning of 15 th	200

- B. **Scheduling.** Scheduling of employee vacation leave shall be at the discretion of the City with due regard to the request of the employees and 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, or during the first six (6) months of employment.
- D. **During Probation.** Vacation leave shall not be granted to an employee during the first six (6) months of the employee's original probationary period. However, on the successful completion of six (6) months of service, the employee will be credited with vacation leave that would otherwise have been accrued during that period.
- E. **Carry Over.** All employees shall take annual vacation leave away from their job duties. In the event that any carry over of accrued vacation leave exceeding the amount received in a twenty-four (24) month period is desired, the employee may request and the City may grant approval for such carryover. If such carry over is not granted, the accrued vacation shall be converted to cash and paid to the employee at his/her current hourly rate.
- F. **Deduction.** Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.

Article 17 – Uniform Allowance

Each employee shall receive a uniform allowance, currently eight hundred sixty-seven dollars (\$867) per year, which is payable as part of the first regular paycheck in November. To be eligible for this benefit, employee must work at least one day in the previous 12 months. Employees who begin or terminate their employment in

the middle of a year for reasons other than voluntary resignation shall have their uniform allowance prorated. Annual upward adjustments in the uniform allowance will be based on the median amounts for sworn classifications of the local survey agencies listed in Article 8.

Article 18 – Retirement

The plan is administered by the CalPERS Board. The City and the employees shall be subject to the rules and regulations governing retirement, premium cost, etc., as endorsed and accepted by the CalPERS 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 “New Members,” as Defined by PEPRA, Hired After January 1, 2013; Public Safety PERS 2.7% @ 57 under PEPRA.**
“New Members” shall be subject to all of the conditions set forth in the Public Employees’ Pension Reform Act of 2012 (PEPRA), which include, but are not limited to the following:
1. Employee contribution rate for “new members” as defined by PEPRA is at least 50% of the normal cost rate for that defined benefit plan, rounded to the nearest quarter percent or the current contribution rate of similarly situated employees, whichever is greater.
 2. Compensation cap for “new members” as defined by PEPRA (120% of Contribution and Benefit Base).
 3. Calculation of benefits based on base pay for “new members” as defined by PEPRA.
 4. Three (3) year average final compensation for “new members” as defined by PEPRA.
 5. Benefits will be determined in accordance with all of the applicable requirements of PEPRA.
 6. If PEPRA is partly or wholly overturned or modified by subsequent legislative or judicial actions, employees covered by Article 18 – Section B. will be provided with benefits under Article 18 – Section C. to the greatest extent permitted by law.
- C. **Employee Premium for Individuals hired after January 1, 2011; Public Safety PERS 3% @ 50.**
1. Individuals hired after January 1, 2011, will be responsible for paying the full amount of their employee contribution (9% of reported compensation).
 2. Individuals rehired after January 1, 2011, who were separated as a result of a workforce reduction or eligible for reinstatement per City Personnel Rules and Regulations, will be considered individuals hired prior to January 1, 2011, as it relates to contribution amounts.

- D. **Employee Premiums for Individuals hired by the City on or prior to January 1, 2011; Public Safety PERS 3% @ 50.**
1. Effective with the first pay period in January 2014, employees will be responsible for paying 6% of their 9% member contribution to PERS. The remaining 3% will be paid by the City.
 2. The City will provide a 3% offset to be calculated through the combination of annual salary survey increases pursuant to the 2014 survey, if any, and a one-time, non-pensionable stipend to be paid on a single date to be determined, but not before July 1, 2014. For example, if there is a 2.5% salary adjustment increase pursuant to the 2014 survey, then the amount of the one-time stipend shall be 0.5% of annual salary.
 3. Effective with the first pay period in January 2015, employees will be responsible for paying 9% of their employee contribution to PERS.
 4. The City will provide a 3% offset to be calculated through the combination of annual salary survey increases pursuant to the 2015 survey, if any, and a one-time, non-pensionable stipend to be paid on a single date to be determined in January 2015. For example, if there is a 2% salary adjustment increase pursuant to the 2015 survey, then the amount of the one-time stipend shall be 1% of annual salary.
 5. Effective with the first pay period in January 2016, the City will provide up to a 2% one-time, non-pensionable stipend. The amount of the stipend will be calculated as the difference between 6% and all cumulative adjustments received from annual salary surveys from January 2014 – 2016, but shall not exceed 2% of annual salary. For example, if there is a 2.5% salary adjustment increase pursuant to the 2014 survey, a 2.0% salary adjustment increase pursuant to the 2015 survey, and a 1.0% salary adjustment increase pursuant to the 2016 survey, then the amount of the one-time stipend shall be 0.5% of annual salary.
- E. **Credit for Unused Sick Leave.** Effective July 1999, the City will bear the cost for the credit for unused sick leave benefit under PERS.
- F. **3rd Level 1959 Survivor Benefit.** Effective August 1988, the City will bear the cost for the 3rd Level 1959 Survivor benefit under PERS.
- G. **4th Level 1959 Survivor Benefit.** Effective July 2009, the City will bear the cost for the 4th Level 1959 Survivor benefit under PERS.

Article 19 – Medical and Dental Plans

- A. **Medical Plans – Active Employees:** The City shall provide, at its expense, a fully paid medical health maintenance organization (HMO) plan offered by the City and 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 Blue Cross HMO premium or its equivalent for the employee and his/her dependents.

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 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 that the City provides 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 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 that shall not be fixed but will not 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; 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 receive direct payments from the City in the 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.
 6. Beginning on January 1, 2014, there shall be a cap of \$300 on post Medicare monthly medical insurance contributions by the City to retired employees who were hired prior to January 1, 2014. The City shall not contribute any amount toward the post Medicare monthly medical insurance contributions for employees hired on or after January 1, 2014. The aforementioned cap is based on a current Medicare supplement premium (\$170 as of January 2014) and will be reevaluated upon renewal of this agreement.
- C. **Dental Plan.** The City shall contribute to a group dental plan for the employee and eligible dependents in the form of an allocation of up to \$44 per month. Such amount shall be applied toward premiums of a City group dental insurance policy, or through a self-insured plan that provides employees with potential for monetary benefits equal to or exceeding the City allocation of \$44 per month.

Article 20 – Training

- A. **Required Training.** Where, as a condition for continued employment, the City requires attendance at a school or training establishment and where a fee is charged, the City shall pay such fees. An employee shall suffer no loss of wages or benefits if attendance during working hours is required. Books and materials purchased by the City will remain City property.
- B. **Training Pay – FTO.**
 1. Field Training Officers (FTOs) shall receive a five percent (5%) salary differential when specifically designated to train a new recruit on a regular basis. Said differential shall be effective at the beginning of the closest pay period and shall be for a minimum duration of one (1) full pay period.
 2. An FTO shall receive a \$25 training stipend for each shift they are specifically designated to train a new reserve officer.

- C. **Training Committee**. A committee comprised of two (2) Association representatives and two (2) management representatives will meet on a quarterly basis to review required and desired training and to establish training schedules subject to the approval of the Chief of Police.
- D. **Driving Time**. Employee driving time to and from a training venue that exceeds his/her normal commute will be recognized as hours worked in fulfilling the employee's regularly scheduled workweek. Under no circumstances will an employee be paid for driving time that extends beyond the regular workweek nor will employees be authorized to receive overtime pay for driving time related to training.
- E. **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.
- F. **Training Staff Assignments**. In recognition of the time that individuals assigned as training staff spend outside of their normal duties preparing and conducting in-house training, such assignments will be provided with one hour of compensatory time per month. Said benefit is available only to those individuals assigned by the Police Chief as range master or use of force instructor.

Article 21 – Time Off to Employee Representatives

The City will allow a maximum of three (3) Association representatives time off without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. Said representatives shall be given time not to exceed twenty-four (24) hours at the sole discretion of the City Manager to attend an annual seminar.

Article 22 – Education Incentive and Tuition Reimbursement

- A. **Education Incentive Pay**. The City shall pay education incentive for job related degrees for sworn personnel. The rate will be five percent (5%) of base monthly salary for an A.A./A.S. degree (or equivalent units) or Intermediate P.O.S.T. certificate; seven and one-half percent (7.5%) of base monthly salary for a B.A./B.S. degree or Advanced P.O.S.T. certificate; and ten percent (10%) for B.A./B.S. degree and Advanced P.O.S.T. certificate. Degree units must be with an institution recognized by P.O.S.T. for certificate purposes. These amounts are not cumulative.

- B. Employees must provide proof of gym membership payment to receive the reimbursement.
- C. Submittals for reimbursement must be made during January and/or July of each year. Employees may submit for a full year of reimbursement in January provided that proof of prepayment obligations for the full year is submitted.
- D. Employees acknowledge that they are utilizing the gym for personal purposes only, during off-duty hours and not for any work related purpose, and must sign a City waiver and release form releasing the City from liability associated with employees' activities at the gym.
- E. Reimbursement is only valid for gym membership payments from January 1, 2014 going forward, and not for membership payments prior to that date.

Article 25 – Bilingual Pay

The City will provide a monthly stipend of \$100 for each represented employee that demonstrates his/her ability to fluently speak and understand Spanish or another language. The City and the Association 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 26 – Workers ' Compensation Insurance

The State workers' compensation laws and this MOU shall govern all aspects of duty related injuries, illnesses, and accidents.

- A. **Provision of.** The City will provide the Association members workers' compensation insurance.
- 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. **Accident Reporting.** Employees shall report any accident that results in any injury or property damage to the appropriate department supervisor as soon as physically possible.
- D. **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 unless, prior to the injury or illness, the employee has filed a written notice with the City

Manager/Personnel Officer designating the name and address of a treating physician of his/her own choice.

- E. **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. 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.
- F. **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.
- G. **Usage of 4850 Time**. Usage of Labor Code § 4850 time off is intended to allow a temporarily disabled peace officer to recover and rehabilitate from illness or injuries rendering the individual unable to perform the essential duties of the job. Section 4850 time is not intended to provide a vacation to the affected employee. Therefore, without prior approval from the office of the Chief of Police, an employee benefiting from Labor Code § 4850 time off shall not travel more than four (4) hours driving time from his or her residence during days that would otherwise be scheduled work days. This limitation is not intended to prevent an employee from utilizing vacation while off on 4850 time.
- H. **4850 Benefits**. All 4850 benefits will be taxed the same as regular salary distributions.

Article 27 – Leave of Absence

- A. **Request for Leave**. Any employee who has successfully completed the original probationary period may request a leave of absence for a period of time not to exceed one (1) year.
- B. **Automatic Resignation**. Employee use of leave of absence for a purpose other than that requested shall be considered as an employee's automatic resignation from City service.
- C. **Approval**. The City shall have sole discretion in approving or disapproving any employee request for leave of absence or in granting any pay or benefits. Any paid leave of absence exceeding thirty (30) days must be approved by the City Council.

Article 28 – Long Term Disability and Life Insurance

- A. **Long Term Disability Insurance**. The City shall provide and fund a long term disability (LTD) plan meeting the following criteria, as defined in the contract with the insurance company:

Waiting period	90 days
Benefit period	to age 65
% of insured earnings	66 2/3%
Maximum benefit	\$5,000

- B. **Life Insurance**. The City shall also provide and fund 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 29 – Grievance Procedures

- A. **Right of Appeal**. A grievance is an alleged violation of a specific clause of this Memorandum of Understanding and other rules, regulations, or procedures of the City. An employee's exclusive recognized labor organization or the City may grieve an action or inaction pursuant to the procedures herein specified.
- B. **Informal Grievance Procedure**. The first attempt to settle a grievance will be through discussion with the immediate supervisor. If, after this discussion, the matter has not been resolved, the employee shall have the right to discuss it with the supervisor's immediate superior. Every effort should be made to find a solution by informal means at the lowest level of supervision. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the department head within fifteen (15) days after receiving the decision of the supervisor.
- C. **Formal Grievance Procedure**. An employee filing a formal appeal shall do so in accordance with the following:
1. **First Level of Review**. The appeal shall be presented in writing to the employee's department head that shall render a decision in writing to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision or if no answer has been received within the time, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) calendar days after receiving the decision of his department head, or within the same time period from the time the appeal was filed if no department head decision is rendered, the appeal shall be deemed to have been abandoned and terminated.
 2. **City Manager Review**. The City Manager or a designated representative shall discuss the grievance with the employee or a representative, if any, and with other appropriate persons. The City Manager may designate a fact-finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) calendar days. If the employee does not agree with the decision, the employee shall then have the right to file a formal appeal in writing to the City Council within fifteen (15) calendar days after receiving the decision of the City Manager.

- D. **Appeal to the City Council.** On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or to appoint a hearing officer or body. The employee may request that the appeal be considered at a public meeting or at a closed executive session. The City shall notify the employee requesting the hearing of the date, time, and place of the hearing. Unless incapacitated, the employee making the appeal shall appear personally before the City Council or hearing officer at the hearing.

Upon conclusion of any investigation or hearing, the City Council shall cause its findings and recommendations to be prepared in writing and shall certify the same. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report, which shall be part of the permanent record by the City Manager.

Article 30 – Jury Duty

Employees called for jury duty shall notify the City of the call and if, in the opinion of the City, the absence of the employee would cause undue disruption of work programs, the City may direct the employee to request an exemption from jury duty. Time spent off the job while serving on jury duty shall be compensated at straight time. All per diem reimbursement paid by the court to the employee for time spent on jury duty shall be transferred to the City.

Article 31 – Inspection Privileges/Posting of Notices

- A. Authorized agents of the Association shall have access to City premises during working hours for the purpose of adjusting disputes, investigating working conditions and such other matters. Such access shall be restricted so as not to interfere with normal conduct of City services, or with City safety or security standards.
- B. Designated City bulletin boards shall be used for transmitting notices of Association meetings, elections, results of elections, and any other matters pertaining to Association business. In all cases where such items are to be put on City bulletin boards, the City shall have the right to review and approve such materials.

Article 32 – Safety and Health/Drug Testing

- A. **Safety Equipment.** The City will make provisions for the safety and health of City employees during the hours of their employment. Protective devices, safety wearing apparel, equipment, and facilities shall be provided by the City

and shall comply with requirements under applicable regulations and laws. Employees shall utilize such safety and health devices, apparel, equipment, and facilities when needed.

- B. **Minimum Manning**. The Police Chief will develop and implement a minimum staffing policy.
- C. **Non-Fraternization Policy**. The City desires to avoid misunderstandings, 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 33 – Work by Management Personnel

It is agreed that management personnel will not perform work that is normally performed by employees covered in this MOU. Management and/or supervisory personnel may perform any work required or directed in the event of an emergency.

Article 34 – Non-discrimination

Neither the employer nor the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, national origin, or union or nonunion activities.

Article 35 – Fair Labor Standards Act (FLSA) Requirements

- A. **Exemption**. The City of La Verne has exercised its ability to take a statutory "7K" exemption for sworn personnel. The work period for such employees shall be determined by this Agreement.
- B. **Fair Labor Standards Act Exempt Employees**. Although all classifications listed in this MOU are part of the LVPOA bargaining unit; for purposes of the FLSA, the City may designate specific positions exempt per Department of Labor guidelines. The City shall so inform said employees in writing and place a copy of said notice in the employee's personnel file.
- C. **Clothes Changing**. Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work as long as a non-police issue garment covers the badge and other insignia. Employees choosing to wear their

uniforms covered to and/or from work should not wear their gun belt.

Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.

- D. **Early Relief Policy**. The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing relief shall not have his/her compensable hours increased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned to other duties.
- E. **Firearms Qualification**. All members of the department are required to qualify and receive remedial training while on duty. Employees who choose to shoot at the range at times other than the required qualification dates will be considered on personal time. Such personal time is not counted as working time and is not compensable in any manner whatsoever.
- F. **City Vehicle Use**. Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.
- G. **Gym Facility**. The City provides a gym membership reimbursement for the use of a gym facility. Use of the gym facility is for personal use only during employees' off duty hours. Time spent by employees using the gym facility is not considered hours worked and will not be compensated in any manner.
- H. **Training Time**. The current City/Police Department training time salary and cost reimbursement policies shall be continued but, in no case, shall such remuneration be less than mandated by the FLSA.
- I. **New Fair Labor Standards Act Regulations**. The City and Association agree that in the event the DOL issues new or revised interpretive regulations defining what are and what are not compensable hours of work, the City shall amend any affected provisions of this Memorandum of Understanding to comply with such regulations.
- J. **Reversion to Previous Practice**. The City of La Verne and the Association acknowledge the following:
 - 1. On February 19, 1985, the United States Supreme Court decided the case of Garcia v San Antonio Metropolitan Transit Authority. The decision reversed National League of Cities v Usery (1976) 426 U.S. 833, and holds that the FLSA applies to local public agencies.
 - 2. The effective date of the coverage of the FLSA was mandated as April 15, 1986. However, in the event that affected employees are held exempt from the FLSA as a result of an administrative, legislative, or judicial decision, then the City shall reinstate any and all practices per the MOU dated January 3, 1984 which have been altered as a result of FLSA.

The City and Association agree that should any subsequent changes to the FLSA occur through litigation or new DOL regulations during the effective period of a

MOU, except as otherwise provided in this MOU, the parties will reopen the meet and confer process regarding the implementation of said subsequent changes to the extent that such changes are mandated by the FLSA.

Article 36 – 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 37 – Drug and Alcohol Abuse Policy

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

Article 38 – DROP Program

Association agrees the DROP program can be made available to members who retire with a regular service retirement.

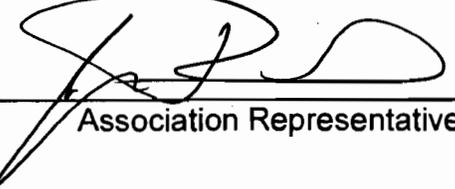
Article 39 – Term of Memorandum of Understanding

This Memorandum of Understanding shall remain in full force and effect from January 1, 2014, through and including December 31, 2016.

DATED 4-8-14

LA VERNE POLICE OFFICERS' ASSOC.

By 
Association Representative

By 
Association Representative

DATED 4-8-14

CITY OF LA VERNE

By 
City Manager

By 
Sr. Management Analyst

**SIDE LETTER AGREEMENT TO THE 2014-2016
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF LA VERNE AND THE LA VERNE POLICE OFFICERS'
ASSOCIATION**

The City of La Verne ("City") and the La Verne Police Officers' Association ("Association") have entered into a Memorandum of Understanding ("MOU") covering the period of January 1, 2014 – December 31, 2016.

The City and the Association have agreed that eliminating the 3% cap provision is beneficial to both the City and Association members for maintaining the market median. Effective July 1, 2015, Article 8 of the current MOU will be amended as follows:

• **Article 8 – Salary Rates and Step Advancements**

Median Salary Range Adjustments — Effective at the beginning of the first full pay period in 2014, 2015, and 2016, the steps of the salary schedule will be adjusted to equate to Step 5 of the median top base monthly salary for those classifications surveyed as of January 15 of each year, utilizing the local agencies identified below in this section. However, if a position's median adjustment is reported to be over 3%, the increase will be capped at 3% of the existing salary. Said salary adjustments shall be rounded to the nearest one-half percentage point (0.25% and 0.75% shall be rounded up). Should the median salary decrease for a classification, the City will maintain the then current salary schedule for that classification.

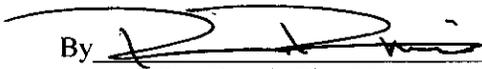
DATED 5-28-15

DATED 5-28-15

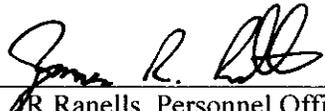
LA VERNE POLICE OFFICERS' ASSOC.

CITY OF LA VERNE

By 
LVPOA Representative

By 
Bob Russi, City Manager

By 
LVPOA Representative

By 
R Ranells, Personnel Officer