

**MEMORANDUM OF
UNDERSTANDING**
between the
CITY OF CYPRESS
and the
**CYPRESS POLICE
OFFICERS' ASSOCIATION**



JULY 1, 2013 to JUNE 30, 2016

CYPRESS POLICE OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2016

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE I. RECOGNITION	
Section 1.	1
Section 2.	1
ARTICLE II. NON-DISCRIMINATION	
Section 1.	1
Section 2.	1
Section 3. Americans With Disabilities Act (ADA and California Fair Employment and Housing Act (FEHA)	1
ARTICLE III. COMPENSATION PLAN	
Section 1. Basic Compensation Plan	2
Section 2. Anniversary Dates	2
Section 3. Advancement Within Salary Ranges	2 – 3
Section 4. Salary Increases Following Promotion	3
Section 5. Salary Decreases Following Demotion	3
Section 6. Salary Following Transfer	3
Section 7. Adjustment of Salary Ranges	3
Section 8. Salary and Benefits on Suspension	3
Section 9. Salary Adjustments During Term of Memorandum of Understanding	4
ARTICLE IV. HOURS OF WORK	
Section 1. Modified Work Schedules	4

ARTICLE V.	OVERTIME COMPENSATION	
	Section 1. Paid Time Off	5
	Section 2. FLSA 7(k) Exemption	5
	Section 3. Compensation for Overtime	5
	Section 4. Compensatory Time Off	5
	Section 5. Overtime Reporting	5
	Section 6. Authorization	6
ARTICLE VI.	SPECIAL PAY PROVISIONS	
	Section 1. Court Time	6
	Section 2. Call-Back	6
	Section 3. Stand-By Pay	6
	Section 4. Training Programs	6
	Section 5. Educational Incentive Pay	7
	Section 6. Uniform Allowance and Safety Equipment	7 – 8
	Section 7. Temporary Assignment Pay	8
	Section 8. Special Services Overtime	8
	Section 9. Bilingual Pay	8 – 9
	Section 10. Special Assignment Pay	9
ARTICLE VII.	HOLIDAYS	
	Section 1. Recognized Holidays	9 – 10
	Section 2. Employees Required to Work on Holidays	10 – 11
	Section 3. Holidays Falling During Approved Leaves of Absence Without Regular Pay	11
ARTICLE VIII.	PROBATIONARY PERIODS	
	Section 1. Regular Appointments Following Probationary Period	11
	Section 2. Objective of Probationary Period	11
	Section 3. Rejection of Probationary Employee	11

ARTICLE IX.	VACATION	
	Section 1. Eligibility	12
	Section 2. Vacation Accrual	12
	Section 3. Maximum Accrual	12
	Section 4. Use of Vacation	13
	Section 5. Vacation Payment at Termination	13
	Section 6. Holidays Falling During Vacation	13
	Section 7. Vacation Earned During Leave of Absence	13
	Section 8. Prohibition Against Working for City During Vacation	13
ARTICLE X.	LEAVES OF ABSENCE	
	Section 1. Authorized Leave of Absence Without Regular Pay	13 – 14
	Section 2. Bereavement Leave	14
	Section 3. Military Leave of Absence	14
	Section 4. Unauthorized Leave of Absence	14
ARTICLE XI.	JURY DUTY	
	Section 1. Compensation for Jury Duty	14
ARTICLE XII.	TEMPORARY ASSIGNMENT AND APPOINTMENT	
	Section 1.	15
ARTICLE XIII.	SICK LEAVE	
	Section 1. General Sick Leave Provisions	15
	Section 2. Eligibility	15
	Section 3. Accrual	15
	Section 4. Accumulation and Payment Plan	16 – 17
	Section 5. Use	17
	Section 6. Sick Leave During Vacation	17

	Section 7. Extended Sick Leave	18
	Section 8. Continuation of Health Coverage During Sick Leave	18
	Section 9. Federal Medical Leave Act and the California Family Rights Act	18
	Section 10. On-The-Job Injury	18
	Section 11. Off-The-Job Injury	18
	Section 12. California Labor Code Section 233	18
ARTICLE XIV.	FRINGE BENEFIT ADMINISTRATION	
	Section 1. Administration	19
	Section 2. Selection and Funding	19
	Section 3. Changes	19
ARTICLE XV.	HEALTH, LIFE, DENTAL, DISABILITY AND VISION INSURANCE	
	Section 1. Health Insurance Plan	19
	Section 2. Dental Insurance Plan	21
	Section 3. Disability Insurance Plan	21
	Section 4. Vision Plan	22
	Section 5. Life Insurance Plan	22
ARTICLE XVI.	RETIREMENT	
	Sections 1 – 3	22
ARTICLE XVII.	EMPLOYEE TRAINING AND EDUCATION PROGRAMS	
	Section 1. Tuition Reimbursement Plan	22
ARTICLE XVIII.	SAFETY AND HEALTH	23
ARTICLE XIX.	LAYOFF PROCEDURES	
	Section 1. Policy	23
ARTICLE XX.	REINSTATEMENT	
	Section 1. Policy	23

ARTICLE XXI.	TRANSFER, PROMOTION AND DEMOTION	
	Section 1. Transfer	24
	Section 2. Promotion	24
	Section 3. Demotion	25
ARTICLE XXII.	EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES	
	Section 1. Dues Deduction	25
	Section 2. Indemnification	25
ARTICLE XXIII.	NO STRIKE-NO LOCKOUT	
	Section 1. Prohibited Conduct	25
	Section 2. Association Responsibility	25
ARTICLE XXIV.	NO SMOKING POLICY	25
ARTICLE XXV.	ENTIRE MEMORANDUM OF UNDERSTANDING	
	Sections 1 –3	26
ARTICLE XXVI.	WAIVER OF BARGAINING DURING TERM OF MEMORANDUM OF UNDERSTANDING	26
ARTICLE XXVII.	CITY RIGHTS	
	Section 1	26
	Section 2	27
ARTICLE XXVIII.	EMERGENCY WAIVER PROVISION	27
ARTICLE XXIX.	SEPARABILITY	
ARTICLE XXX.	TERM OF MEMORANDUM OF UNDERSTANDING	28
ARTICLE XXXI.	RATIFICATION	28
EXHIBIT A	Salary Schedules	29
EXHIBIT B	10 Plan	30 – 32
EXHIBIT C	12 Plan	33 – 37

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CYPRESS
AND THE
CYPRESS POLICE OFFICERS ASSOCIATION**

ARTICLE I - RECOGNITION

Section 1. Pursuant to the provisions of the Employer-Employee Relations Resolution No. 970, as amended, the City of Cypress (hereinafter called the "City" and/or "Employer" interchangeably) has recognized, for the purpose of this Memorandum of Understanding, the Cypress Police Officers Association as the majority representative of the employees in the bargaining unit, which includes Police Department employees in the classifications and assignments of Police Sergeant, and Police Officer.

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

ARTICLE II - NON-DISCRIMINATION

Section 1. The City and the Association agree that they shall not discriminate against any employee because of any legally protected classification, including but not limited to: race, color, sex, age, disability, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Memorandum of Understanding for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Memorandum of Understanding in compliance with state or federal anti-discrimination laws.

Section 2. Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to include the feminine gender.

Section 3. Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA)

A. The Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA) requires reasonable accommodations for individuals protected under the Acts, and because these reasonable accommodations must be determined on an individual, case-by-case basis, exceptions to the provisions of this Agreement may be required for the City to avoid discrimination in the hiring, promotion, granting of permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. Any accommodation provided to an individual protected by the ADA/FEHA shall not establish a past practice, nor shall it be cited or be used as evidence of a past practice in the grievance, discipline, or other legal procedure.

ARTICLE III - COMPENSATION PLAN

Section 1. Basic Compensation Plan

A. All employees covered by this Memorandum of Understanding shall be included under the Basic Compensation Plan. Every classification under this Plan shall be assigned a salary range adopted by the City Council. The salary schedule shall consist of seven (7) steps within each range.

B. The first step (Step 0) is a minimum rate and is normally the hiring rate for the classification. An employee may be assigned, upon appointment, to other than the normal entering salary step upon the recommendation of the Chief of Police and the approval of the City Manager when it is decided that such action is in the best interest of the City.

C. The second step, A step, is a merit adjustment which may be given at the end of six (6) months of employment subject to the recommendation of the Chief of Police and approval of the City Manager.

D. The third, fourth, fifth, sixth, and seventh steps are merit adjustments to encourage an employee to improve his work and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of one (1) year of service at the preceding step. Each adjustment shall be made only if recommended by the Chief of Police and approved by the City Manager.

Section 2. Anniversary dates shall be established as follows:

A. Employees appointed, promoted, or reinstated on or between the first and the fifteenth day of the month inclusive shall, for the purpose of eligibility for consideration of future compensation increases, have the first day of that same month as their anniversary date.

B. Employees appointed, promoted, or reinstated on or between the sixteenth and the last day of the month inclusive shall, for the purpose of eligibility for consideration of future compensation increases, have the first day of that month immediately following as their anniversary date.

C. Anniversary dates shall change upon promotion or reclassification. Anniversary dates shall not change following demotions or transfers.

Section 3. Advancement Within Salary Ranges

A. In order to properly compensate an employee, advancement in salary shall be based on merit.

B. Advancement in salary shall not be automatic, but shall depend upon the results of an employee's performance evaluation completed by his immediate supervisor.

C. The Chief of Police and/or the employee's immediate supervisor shall be responsible to evaluate employees fairly in an unbiased fashion for the determination of job performance. Advancement shall be made only upon recommendation of the Chief of Police with approval of the City Manager or his designee.

D. An employee's job performance must be evaluated prior to the completion of six (6) months of service from the date of appointment. Thereafter, an employee's job performance must be evaluated at least once every twelve (12) months from the effective date of his last merit step increase, special performance advancement or promotion. Nothing contained herein shall restrict the Chief of Police from denying the increase after evaluation, nor shall it prevent him/her from recommending a special performance advancement in salary at any time when unusual or outstanding achievement has been demonstrated.

E. It shall be the responsibility of each supervisor to establish realistic achievement levels for each step increase within a salary range. Achievement levels may be formal or informal and shall be reviewed by the Chief of Police for the purpose of maintaining uniformity of standards throughout the department.

Section 4. Salary Increases Following Promotion

When an employee is promoted to a position with a higher salary range, such employee shall be entitled to the lowest step in the higher salary range that would represent a salary increase of at least 5%, but not to exceed the "B" step of the higher salary range, over the base salary received immediately prior to promotion.

Section 5. Salary Decreases Following Demotion

In the cases of a demotion of any employee in the department to a classification with a lower maximum salary, such employee shall be assigned to the appropriate salary step in the new classification as recommended by the Chief of Police and approved by the City Manager. The employee shall retain his previous anniversary date.

Section 6. Salary Following Transfer

In the case of the transfer of any employee from one classification to another to which the same salary range is applicable, the employee shall remain at the same pay step and shall retain his same anniversary date.

Section 7. Adjustment of Salary Ranges

When a salary range for a given classification is revised upward or downward, the incumbents of classifications affected shall have their existing salary adjusted to the same relative step in the new salary range, and their anniversary date shall not be changed.

Section 8. Salary and Benefits on Suspension

During suspension from the City service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except he shall not forfeit his medical health plan, dental insurance plan, vision plan, retirement plan, disability insurance, or life insurance plan, unless specific exclusions prevent such coverage continuation. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment for loss of income during the period of suspension. Any disruption in coverage continuation shall be reinstated upon return to active duty in accordance with policy eligibility requirements.

Section 9. Salary Adjustments During Term of Memorandum of Understanding

A. Attached hereto and incorporated herein is Exhibit "A". Said Exhibit effects base salary adjustments for represented classifications.

B. Salary increases for all represented classes will be implemented at the beginning of the pay period as follows:

Effective September 27, 2013, a 2.868% range adjustment for the classifications of Police Officer and Police Sergeant.

Effective July 4, 2014, based upon the May CPI-U Los Angeles-Riverside-Orange County, minimum 2% to a maximum 3% for the classifications of Police Officer and Police Sergeant.

Effective July 3, 2015, based upon the May CPI-U Los Angeles-Riverside-Orange County, minimum 2% to a maximum 3% for the classifications of Police Officer and Police Sergeant.

ARTICLE IV - HOURS OF WORK

Section 1. Modified Work Schedules

A. The Chief of Police, or his/her designee, may designate up to three (3) patrol positions (one [1] of which may be a Sergeant) and excluding Field Training Officers and their trainees, to be assigned to a "4/10 Work Schedule" (as defined in Exhibit B attached hereto). In the event the Chief of Police, or his/her designee, or the Association desire to assign more than three (3) patrol positions to the "4/10 Work Schedule," the parties hereto agree to meet and confer in good faith regarding such additional patrol positions; provided, however, that the Chief of Police, or his/her designee, retains the right to make any final scheduling decisions related to additions to or deletions of patrol officers to the "4/10 Work Schedule."

1. EXHIBIT B - "4/10 Work Schedule" - Employee works four (4) ten (10) hour shifts in a seven (7) day work period.

Classifications subject to this work schedule include: Detectives and Personnel and Training staff.

2. EXHIBIT C - "3/12.5 Work Schedule" - Employee works three (3) twelve and one-half (12.5) hour shifts with four (4) consecutive days off in each seven (7) day work cycle of a twenty-eight (28) day work period, except that the employee must work one additional twelve and one-half (12.5) hour shift during the work period.

Classifications assigned to the Patrol Division who are subject to this work schedule include: Police Officer and Police Sergeant.

B. The continuation of modified work schedules is subject to the operational needs of the Department. If Management determines that schedule changes are necessary, the meet and confer process may be reopened on the proposed changes only.

C. Any employee's work schedule may be temporarily changed to accommodate training assignments which are eight (8) or more hours in duration.

D. All employees of the department regardless of assigned work schedule are subject to be called to work at any time to meet any and all operational needs, emergencies or unusual conditions which in the opinion of the Chief of Police or designee in charge of the department at the time, may require such service from any of said officers and employees.

ARTICLE V - OVERTIME COMPENSATION

Section 1. Paid Time Off

For purposes of computing overtime, paid time off, excluding sick leave, shall be considered as time worked.

Section 2. FLSA 7(k) Exemption

For sworn law enforcement employees, Section 7(k) of the FLSA allows flexibility of the seven (7) day/forty (40) hour work week to be extended to a maximum of one hundred and seventy-one (171) hours in a twenty-eight (28) day work period. As per designated modified work schedules, overtime may be defined as approved by management.

Section 3. Compensation for Overtime

Authorized overtime shall be compensated in pay or compensatory time off (CTO) at the rate of one-and-one-half (1-1/2) times the straight time hourly equivalent of the base monthly salary.

Section 4. Compensatory Time Off

A. Employees may elect to receive compensatory time off in lieu of pay for overtime subject to paragraphs "B" and "C" below.

B. Employees shall be permitted to accumulate hours of compensatory time off provided that all unused accumulated compensatory time off hours in excess of eighty (80) hours shall be paid in December of each year. Employees shall be permitted to carry over to the following payroll year a maximum of eighty (80) hours from the previous year's accumulation of compensatory time off, or at the option of the employee, be paid for said eighty (80) hours in December of each year. An employee may request payment of compensatory time off hours at any time provided the request is submitted in writing to the Personnel Office. Should an employee desire to take leave hours as compensatory time off, he shall file a written request with the Chief of Police who shall grant time off unless it unduly disrupts the normal operation staffing of the police department.

C. Upon receiving a promotional increase in pay, an adjustment shall be made to an employee's bank of accumulated compensatory time off (CTO) hours in order to maintain the value of the hours earned prior to the promotional pay increase.

Section 5. Overtime Reporting

In order for an employee to earn compensation for overtime, advance approval to work overtime hours must be authorized by the immediate supervisor or the Chief of Police. Overtime worked to meet an emergency situation does not require advance approval, but shall be certified by the Chief of Police before being credited to the employee's record.

Section 6. Authorization

It is the policy of the City to avoid the necessity for overtime work. However, when overtime work is necessary and consistent with the efficient operation of the City, such overtime shall be authorized by the Chief of Police, but shall be kept at a minimum.

ARTICLE VI - SPECIAL PAY PROVISIONS

Section 1. Court Time

An employee called back for a subpoenaed court appearance which arises out of the course of his employment and which is not within two (2) hours of the commencement or termination of his regular shift shall be compensated for a minimum of two (2) hours on all such subpoenaed court appearances at the rate of one-and-one-half (1-1/2) times the employee's regular hourly rate of pay. Court appearance time shall begin when the employee departs from the department building to go directly to Court. All employees agree to comply with the "on-call" policies administered by the department. Should an officer who is subpoenaed to Court in the course of his employment be required to be in Court on off-duty hours in excess of the minimum of two (2) hours, he shall receive pay at time-and-one-half (1-1/2) his regular hourly rate of pay for the actual hours the employee is in Court. The lunch period as designated by the Court shall not be included in the computation of hours worked as overtime hours and shall be deducted from hours worked as Court time.

Section 2. Call-Back

Employees who are called back to duty after having completed a normal shift or work day assignment and departing from the work premises shall be paid a minimum of two hours of overtime at one-and-one-half (1-1/2) times the employee's regular rate of pay, except where the call-back is due to the employee's failure to reasonably complete his or her duties prior to the end of work (i.e., failing to have reports approved, leaving with keys to a unit, etc.). Any hours worked in excess of two hours shall be treated as regular overtime hours. Call-back time shall commence from the time the employee reports to Police Headquarters or the scene of the incident.

Section 3. Stand-By Pay

Employees in the Detective Bureau who are assigned by the Chief of Police to "stand-by" status shall be paid \$1.00 per hour for each hour of stand-by.

Section 4. Training Programs

A. When an employee is sent by the City to a training program, the employee shall receive eight (8) hours pay for each full day of training and such eight (8) hours pay shall be credited towards the computation of overtime.

B. The City shall pay reasonable expenses incurred by employees attending approved training programs. Covered expenses include registration fees and the costs of purchasing required course materials, travel to and from the training course, meals and lodging. Reimbursement for lodging expenses shall only apply to training courses which require an overnight stay (s). If the program is not P.O.S.T approved, the employee must provide receipts verifying expenses for which reimbursement is being requested.

C. Employees attending City approved P.O.S.T training programs requiring an overnight stay(s) will receive a per diem as approved by the Chief of Police in accordance with P.O.S.T. guidelines and submitted to the Finance Department. Receipt of the per diem is contingent upon the employee's submittal of such receipts as may be required by P.O.S.T.; presently, receipts for lodging expenses are required. If the employee incurs expenses in excess of the per diem, a request for reimbursement including receipts for all incurred expenses, may be submitted to the City.

Section 5. Educational Incentive Pay

A. Employees hired before 9/3/2013 as a Police Officer or Police Sergeant are eligible for Education Incentive Pay as outlined below:

1. Eligible employees shall receive compensation in the amount of two and one half percent (2½%) over the base salary for achievement of a P.O.S.T. Intermediate certificate, and five percent (5%) over the base salary for achievement of a P.O.S.T. Advanced certificate.

2. Eligible employees obtaining an Associate or Bachelor's degree from accredited colleges or universities shall be compensated by the following schedule: Associate degree – five percent (5%); Bachelor's degree – seven and one half percent (7½%).

3. Payment to eligible employees shall be based on the highest achievement level only; i.e., employees with an Associate's degree and Bachelor's degree will receive compensation for the Bachelor's degree only. Employees with a P.O.S.T. Advanced Certificate and an Associate's degree will receive pay of five percent (5%).

4. All payments under this Section are subject to verification approval by the Personnel Officer.

5. Employees serving an original probationary period shall be ineligible to receive Educational Incentive Pay.

B. Effective 2/28/2016, Educational Incentive Pay will be capped at the dollar amount attained by eligible employees. No further increases to Educational Incentive Pay amounts shall occur, even in the event of an employee obtaining additional certification(s).

C. Employees hired after 9/3/2013 are not eligible for Educational Incentive Pay.

Section 6. Uniform Allowance and Safety Equipment

A. Designated departmental employees who are required to wear a uniform and/or possess and maintain specific utility equipment, including firearm, shall receive a biannual uniform allowance in accordance with the following:

Sworn Personnel	\$500.00
-----------------	----------

B. All uniforms and non-safety equipment shall be purchased by the employee with the uniform allowance.

C. The City shall provide or reimburse the cost of required uniform items incident to duty to an employee assigned as a motor officer. Such items include, but are not limited to: jacket, two pair of

trousers, boots, eye protection, and gloves. The City shall provide or reimburse the cost of one replacement pair of boots to an employee assigned as a motor officer during the length of the assignment. This is effective for all incumbents as of March 1, 2004, and future employees assigned as a motor officer. In the event that boots are significantly damaged due to an on-duty accident, the City shall provide or reimburse the cost of one replacement pair of boots if the initial pair of boots has already been replaced.

D. The City shall continue to provide bullet-proof vests, safety helmets, Oleoresin Capsicum (OC), and such other safety equipment as required by law or that the Chief of Police deems necessary.

Section 7. Temporary Assignment Pay

Field Training Officer - Each police officer performing duties of a Field Training Officer shall receive an additional five percent (5%) compensation over base salary. Field Training Officers and their trainees may be assigned to a "4/10" Work Schedule as determined by the Chief of Police, subject to the meet and confer provision of Article IV, Section 1(A) above; provided, however, the parties acknowledge and agree that such assignment shall be made only for operational needs of the Police Department and based on exceptional circumstances.

Section 8. Special Services Overtime

An officer assigned as a canine handler or motor officer shall work an average of three (3) hours per pay period in caring for special equipment required in said assignments. This time shall be paid in accordance with provisions governing the computation and payment of overtime.

- A. Prior to 2006, representative of the City and the Association agreed by means of the meet and confer process, that the above three (3) hours per City's payroll period are reasonably necessary to provide for the care and maintenance of the assigned canine and of the motorcycle and that these additional "hours worked" are intended to compensate unit members assigned to canine and motorcycle duty for all off duty hours spent caring for and maintaining their assigned canine/motorcycles in compliance with the FLSA and interpretive cases and rulings.

The FLSA, which governs the entitlement to compensation for canine/motorcycle care and maintenance, entitle the parties to agree to a reasonable number of hours per month for the performance of off duty care and maintenance duties. The hours derived at this and in pre-2005 agreements were determined after an actual inquiry of the officers assigned to canine and motor duty, as addressed by *Leever v. City of Carson City*, 360 F. 3d 1014 (9th Cir, 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, the City believes that this section of the MOU does comply with the requirements of the FLSA.

Upon the submittal of appropriate proof of purchase, employees shall be reimbursed for the cost of materials and supplies used in maintaining the special equipment.

Section 9. Bilingual Pay

- A. Subject to the conditions of this Section, employee(s) who, in the course of their regular job duties, may be required to speak and understand another approved language besides English or

translate such language to English on a regular basis, will be compensated \$100.00 per month.

B. An employee may apply for bilingual pay at any time and will be responsible for initiating a written request to the Personnel Officer. All requests shall be subject to the Police Chief's approval and only those classifications and assignments that are determined to reasonably utilize bilingual skills on a regular basis, shall be considered.

C. The Personnel Officer shall administer competency testing to certify the employee as eligible for bilingual pay based on the employee's basic bilingual skills proficiency. Such certification shall be a condition to qualify for bilingual pay.

D. An employee who becomes certified to receive bilingual pay shall be compensated with said pay effective the beginning of the first pay period immediately following certification. The Personnel Officer shall be responsible for processing appropriate forms for additional pay.

E. In the event an employee is not successful in passing such competency testing to qualify for bilingual pay, said employee may re-apply for eligibility at least three (3) months after the testing.

F. If it is determined that the employee is no longer utilizing bilingual skills on a regular basis due to disability (more than one month), extended leave of absence, or other similar circumstance prohibiting utilization of such bilingual skills, bilingual pay will cease at the beginning of the payroll period immediately following said date. Such determinations shall be made by the Personnel Officer.

G. Retroactivity: The only retroactive payment of bilingual pay shall be no earlier than the beginning of the pay period at least ten (10) working days after submittal of the employee's initial written request for said pay.

H. Any consideration for adding and/or eliminating language(s) to this provision shall be made by the Chief of Police. Such considerations shall be made based on department needs and neighboring cities' ethnic population.

Section 10. Special Assignment Pay

Employees in the classifications of Police Officer and Police Sergeant assigned to the detective bureau or the special enforcement unit shall be paid, per 28-day cycle, three (3) hours of overtime at one-and one half (1½) times the employee's regular rate of pay. Employees shall not be eligible for special assignment pay until they have served in the assignment for at least six (6) months. Special assignment pay shall be paid only for the length of time the employee is assigned to either the detective bureau or special enforcement unit.

Employees "re-assigned" to the detective bureau or special enforcement unit who have previously served at least six (6) months in the same assignment shall not be required to serve an additional six (6) months prior to receiving special assignment pay.

ARTICLE VII - HOLIDAYS

Section 1. Recognized Holidays

A. For pay purposes, the following holidays are recognized as municipal holidays. Employees shall have these off with pay: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve

Day, and Christmas Day.

B. Beginning the first pay period of the payroll year, current employees shall be credited with twenty (20) working hours of floating holiday leave. Employees hired after the beginning of the payroll year but before September 1 of the payroll year will be credited with twenty (20) working hours of floating holiday leave.

C. Effective with the payroll year beginning December 15, 2006, employees shall annually receive additional floating holiday hours at the beginning of the payroll year intended for (but not restricted solely for) the use of "backfilling" hours to complete a full shift on required training days of less than the employee's full shift (typically an 8-hour training day). Additional floating holiday hours shall be provided based upon the employee's assignment/work schedule at the beginning of the payroll year. Employees on the "3/12.5" work schedule shall receive thirteen and one-half (13.5) additional floating holiday hours and employees on the "4/10" work schedule shall receive six (6) additional floating holiday hours at the beginning of the payroll year. Employees hired after January 1 of the payroll year will receive additional floating holiday hours on a pro-rated basis.

D. Floating holidays may be taken subject to the approval of the Chief of Police after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave, and position vacancies.

E. Floating holidays must be taken as paid time off in the payroll year of crediting. If, because of administrative requirements, an employee is unable to use the floating holidays, the employee may receive a cash payment for unused floating holiday(s) subject to approval of the Chief of Police and the City Manager. Payment shall be made on or before the last payroll period of a payroll year.

F. When any holiday, recognized by the City as a holiday, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday falls on a Saturday, the preceding Friday shall be considered the holiday.

G. Request for a religious holiday shall be made in writing to the Chief of Police. If approved, such time shall be charged against accumulated compensatory time off or vacation or floating holiday leave.

H. An employee who separates from the City who has taken credited, but unearned holiday hours is responsible for reimbursing the City for the time taken at the rate of pay in effect on the date the time was taken. Whenever possible, the City will make the appropriate deduction from the employee's final paycheck.

Section 2. Employees Required to Work on Holidays

A. Unless otherwise specified in the provisions of an assigned modified work schedule, any employee eligible for holiday pay, who is required to work on a day designated as a holiday, shall be paid at the straight time rate for the normal work hours on said day and, in addition, shall receive pay equal to and in lieu of time off for said holiday. Hours worked in excess of the normal work hours on such holidays shall be considered as overtime hours and shall be compensated for under the appropriate overtime pay provision. When a holiday falls on a normally assigned day off for an employee who is eligible to receive holiday pay, that employee shall receive additional pay equal to and in lieu of time off for said holiday. Said additional pay shall be eight (8) hours pay at the employee's regular straight time hourly rate of pay.

B. Unless otherwise specified in the provisions of an assigned modified work schedule, when an employee eligible for holiday pay, is required to work on a day designated as a holiday becomes ill and is unable to report for work on that day, the employee shall be paid at the straight time rate for the sick leave hours scheduled to work on said day and, in addition, will receive pay equal to and in lieu of time off for said holiday.

Section 3. Holidays Falling During Approved Leaves of Absence Without Regular Pay

Unless otherwise specified in the provisions of an assigned modified work schedule, any employee on an approved leave of absence without regular pay, having the holiday fall during the period of such leave of absence without regular pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

ARTICLE VIII - PROBATIONARY PERIODS

Section 1. Regular Appointments Following Probationary Period

A. The original appointment of employees shall be tentative and subject to a probationary period of eighteen (18) months of actual and continuous service. Sworn "lateral" hires shall serve a probationary period of twelve (12) months of actual and continuous service.

B. Promotional employees shall serve a probationary period of twelve (12) months of actual and continuous service.

C. When unusual circumstances merit the extension of the probationary period, the department head shall request, in writing, approval of the Personnel Officer. Said extension shall not exceed ninety (90) days.

D. If the service of a probationary employee has been satisfactory, the Chief of Police shall file with the Personnel Officer a statement, in writing, to such effect stating that the retention of such employee in the service is desired. No actions changing an employee's status from probationary to regular full-time shall be made or become effective until approved by the Personnel Officer.

Section 2. Objective of Probationary Period

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 his position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

Section 3. Rejection of Probationary Employee

A. During the probationary period an employee may be suspended, demoted, or rejected anytime by the Chief of Police, with approval of the City Manager or his designee, without cause and without right of appeal. Notification of rejection, in writing, shall be served on the probationary employee and a copy filed with the Personnel Officer. A termination interview may be conducted with each rejected probationer.

ARTICLE IX - VACATION

Section 1. Eligibility

All full-time employees having completed one (1) year of continuous service with the department and annually thereafter, shall be eligible for a paid vacation at their then current rate of pay. Recognizing that it is preferred that the full vacation be taken at one time, the employee may, nevertheless, request a modification of this preference. Upon recommendation of the Chief of Police and approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual

Each regular full-time and probationary employee shall accrue vacation leave by the following formula:

	<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount</u>
1.	6.6670 hrs. during the:	1st year	(80 hours).
2.	7.3334	2nd year	(88 hours).
3.	8.0000	3rd year	(96 hours).
4.	8.6667	4th year	(104 hours).
5.	9.3334	5th year	(112 hours).
6.	10.0000	6th year	(120 hours).
7.	10.6667	7th year	(128 hours).
8.	11.3334	8th year	(136 hours).
9.	12.0000	9th year	(144 hours).
10.	12.6667	10th year	(152 hours).
11.	13.3334	11th year	(160 hours) and each month thereafter.

Section 3. Maximum Accrual

A. An employee may accumulate unused vacation to a maximum of the amount accrued in the twenty-four (24) months immediately preceding the employee's anniversary date of employment provided that if the needs of the service require that a sworn employee be denied the use of accrued vacation time and such denial is anticipated to result in a cessation of accrual, the employee may request that his maximum accrual be increased to an amount not to exceed the amount accrued in the preceding thirty-six (36) month period. Such request must be submitted to the Chief of Police prior to a cessation of accrual and is subject to the approval of the Chief of Police and the City Manager.

B. Subject to Section C below, the accrual of vacation shall cease when an employee's accumulated vacation is at the maximum provided in this Section. Additional vacation shall begin accruing when the employee's vacation balance falls below the maximum.

C. In the event that an employee has achieved maximum accrual, as defined in Section A above, and in the further event an employee desires to utilize such vacation accrual time, and in the further event an employee is denied time off duty due to operational demands of the Police Department, then, at the election of the City, an employee shall either be compensated for vacation accrual above the maximum or be allowed additional vacation accrual beyond the maximum for a reasonable period of time (not to exceed three [3] months) to allow scheduling of vacation time off for accrued vacation above the maximum accrual.

Section 4. Use of Vacation

A. The time at which an employee's vacation is to occur shall be determined by the Chief of Police with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five (5) years or more of continuous service and who has taken forty (40) cumulative hours of vacation in his current anniversary year may elect to be paid for up to a maximum of forty (40) hours of accrued vacation. Request for payment shall be made in writing to the Personnel Office at least seven (7) calendar days prior to the employee's anniversary date of employment.

Section 5. Vacation Payment at Termination

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

Section 6. Holidays Falling During Vacation

In the event one or more municipal holidays fall within vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 7. Vacation Earned During Leave of Absence

No vacation leave shall be earned during any leave of absence without regular pay for each thirty (30) day period of such leave.

Section 8. Prohibition Against Working for City During Vacation

Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

ARTICLE X - LEAVES OF ABSENCE

Section 1. Authorized Leave of Absence Without Regular Pay

A. Excluding leave which may fall under the Federal Medical Leave Act or the California Rights Act, upon the Chief of Police's recommendation and approval of the City Manager, an employee may be granted a non-medical leave of absence without regular pay in cases of emergency or where such absence would not be contrary to the best interest of the City, for a period up to one (1) year.

B. At the expiration of the approved leave, within a reasonable period of time and after notice from the Chief of Police to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration shall be cause for discharge.

C. During any authorized leave of absence without regular pay, an employee shall not be eligible to accumulate or receive fringe benefits coverage except as specifically provided for in this Memorandum of Understanding or insurance eligibility requirements, provided that the City shall contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life

insurance plan, vision plan, and retirement plan for the first thirty (30) days of the leave of absence. During such leave, an employee shall remain responsible for contributing his cost for dependent coverage as applicable to medical and dental insurance coverage. An employee who receives approval for such leave that is greater than thirty (30) days, shall be subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) provisions for the continuation of coverage for medical, dental and vision insurance for himself and if applicable, for his dependent(s). Employees on unpaid leave of absence do not accrue vacation or sick leave and are not eligible for any other paid leave.

Section 2. Bereavement Leave

Employees may be granted a bereavement leave of absence by reason of a death in their immediate family which shall be restricted and limited to father, mother, brother, sister, spouse, child, grandmother, grandfather, mother-in-law, or father-in-law. Upon approval of said leave, the employee shall be allowed a maximum of forty (40) hours.

Section 3. Military Leave of Absence

A. Military leave shall be granted in accordance with the provisions of applicable law. All employees entitled to military leave shall give the Chief of Police an opportunity within the limits of military regulations to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the Chief of Police of such leave request ten (10) working days in advance of the beginning of such leave.

B. In addition to provisions of applicable law, the City shall continue to provide to eligible employees on military leave the current health benefits (medical, dental, disability and life insurance and retirement) subject to insurance eligibility requirements, for the first six (6) months of military leave. During said period, the employee shall be required to pay to the City the same contribution amounts for dependent coverage as required of other employees. After the first six (6) months of military leave, the employee may continue said health benefits as they apply to him, at his cost, and subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) provisions for medical, dental and vision insurance continuation for him and his covered dependent(s).

Section 4. Unauthorized Leave of Absence

An unauthorized leave of absence is days, or portions of days, wherein an employee is absent from work without City approval. Unless subsequently approved, such absence will result in a deduction from the employee's pay of an amount equivalent to the time absent. Employees taking unauthorized leaves of absence may be subject to disciplinary action, up to and including termination of employment.

ARTICLE XI - JURY DUTY

Section 1. Compensation for Jury Duty

A. Employees required to report for jury duty shall be granted leave of absence for such purpose, upon presentation of jury notice to the Chief of Police. Said employees shall receive full payment for the time served on jury duty, provided the employee remits any fees received for such jury service, excluding payment for mileage, to the City's Finance and Administrative Services Department. Compensation for mileage, subsistence or similar auxiliary allowances shall not be considered as a fee and shall be returned to the employee by the Finance and Administrative Services Department.

B. If the sum of the employee's jury duty responsibilities is less than a full work day, the employee shall contact his supervisor as to the feasibility of returning to work that day.

C. The employee shall not receive regular pay for work and pay for jury service which shall be in excess of their regular scheduled work day.

ARTICLE XII - TEMPORARY ASSIGNMENT AND APPOINTMENT

Section 1. When in the best interest of the City, the City Manager may approve a temporary assignment of an employee to a higher-level classification. In such temporary assignments lasting thirty (30) consecutive calendar days or more, the employee shall be entitled to be compensated at a step of the salary range that is closest to providing a 5% salary increase. Such assignment shall not exceed one (1) year. However, where the temporary assignment is a replacement of an employee on vacation or leave of absence, no compensation increase for the temporary assignment shall be provided.

ARTICLE XIII - SICK LEAVE

Section 1. General Sick Leave Provisions

A. Except as provided elsewhere in this Memorandum of Understanding, sick leave shall be used only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized by the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, or California Labor Code Section 233 (use of sick leave). The employee requesting sick leave shall notify his immediate supervisor or Chief of Police prior to the time set for reporting to work. Sick leave with or without pay shall not be used by employees as a form of illegal strike activity against the City. Sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of this Memorandum of Understanding, and the Chief of Police or the Personnel Officer has approved such payment.

B. The Chief of Police or the Personnel Officer may require a written statement from the employee's attending physician or dentist to whom the Chief of Police or the Personnel Officer has required the employee to report and be examined by for the purpose of establishing that the employee is or was incapacitated and unable to perform his duties.

C. The Chief of Police or the Personnel Officer may require a written statement from the employee's attending physician or dentist or from a physician or dentist to whom the Chief of Police or the Personnel Officer has required the employee to report and be examined by, that the employee is capable of and released to return to the performance of all the duties of his position.

Section 2. Eligibility

All employees covered by this Memorandum of Understanding shall be eligible to accrue sick leave.

Section 3. Accrual

Sick leave shall be accrued at the rate of eight (8) hours per calendar month for each calendar month that the employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full regular pay, for at least fifteen (15) working days in that month.

Section 4. Accumulation and Payment Plan

A. There is no limit on the amount of sick leave that an employee may accumulate. However, upon his request, an employee may be paid for unused sick leave pursuant to the following:

1. An employee with a minimum sick leave accumulation of one hundred twenty (120) hours as of December 1, will be paid for one-half of the unused sick leave credited during the following twelve (12) month period at a rate of fifty percent (50%) of his current salary.

2. An employee with a minimum sick leave accumulation of two hundred forty (240) hours as of December 1, will be paid for one-half of the unused sick leave credited during the following twelve (12) month period at a rate of one hundred percent (100%) of his current salary.

3. Payment will be made in December of the year immediately following the December in which the above noted minimum accumulations are recorded.

4. Employees electing payment must submit their request to the Personnel Office at least thirty (30) days prior to the scheduled payment date.

5. Sick leave for which payment is not received under this Section will be retained in the employee's sick leave account.

B. The City will issue separate checks for the annual unused sick leave payoff.

C. Upon the death, service retirement, non-service retirement, separation, or termination of an employee having a minimum of four hundred eighty (480) hours of sick leave accumulation, said employee or his beneficiary is entitled to receive fifty percent (50%) compensation for his accumulated sick leave.

D. Upon the death, service retirement, non-service retirement, separation, or termination of an employee having a minimum of five (5) years of service and with between two hundred forty (240) hours and four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive payment for the difference between his/her accumulated sick leave and two hundred forty (240) hours at fifty percent (50%) compensation.

E. Upon the service retirement of employees hired prior to 6/30/2013 and listed on Exhibit D, said employee is entitled to receive payment for fifty percent (50%) of their hours of sick leave accumulation upon separation from the City. After the City receives official "Notice of Placement on Retirement Roll" from CalPERS, the said employee will be entitled to receive an additional payment of sick leave accumulation not to exceed fifty percent (50%) of said employee's sick leave hours accumulation as of 9/30/13 and listed on Exhibit D.

Example 1: If an employee was hired in 1995 and had 1200 sick leave hours as of 9/30/2013 and service retired on 12/31/2018 with 1600 hours – this employee would be entitled to be paid for 800 hours (50% of 1600 hours accumulated as of 12/31/2018) and 600 hours (up to a maximum of 50% of 1200 hours accumulated as of 9/30/2013) – for a total of 1400 hours.

Example 2: If an employee was hired in 1995 and had 1200 sick leave hours as of 9/30/2013 and service retired on 12/31/2018 with 400 hours – this employee would be entitled to be paid for 200 hours (50% of 400 hours accumulated as of 12/31/2018) and 200 hours (up to a maximum of 50% of 1200 hours accumulated as of 9/30/2013) – for a total of 400 hours.

An employee's eligibility for such payment shall apply to employee's who service retire, which is not surrounded by discipline, and has maintained an acceptable job performance record during his years of service with the City. Payment shall be made by the City when the City receives "Notice of Placement on Retirement Roll" from the retirement system confirming a service retirement.

Section 5. Use

A. Sick leave may be requested and used as approved by the Chief of Police or the Personnel Officer. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he receives payment.

B. Unless otherwise approved by the Personnel Officer, sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct or for work-related illnesses or injuries.

C. Effective upon City Council adoption of this document, the singular exception to the prohibition in 5(B) above regarding use of sick leave for work related illnesses or injuries, is as follows. In the event that an employee suffers a work-related injury or illness and is authorized by the watch commander to be treated for said injury or illness during the actual scheduled hours of work/shift during which time the injury actually occurred, the time spent traveling to/from the Department or scene of injury and the medical treatment facility and at the medical treatment facility during these scheduled hours of work, shall be compensable hours worked. In the case of such illness or injury that is treated all or in part outside of scheduled hours of work, but contiguous with the actual scheduled hours of work/shift during which time the injury actually occurred, accumulated sick leave may be cashed out for each hour or part of an hour of treatment (including related travel time to/from the Department/scene of injury and the medical treatment facility) but in an amount not to exceed 4 hours of sick leave. All hours that are cashed out under this provision will be credited back to the employee's sick leave bank, resulting in no net impact to the employee's sick leave bank. Treatment received outside of regular scheduled hours and not contiguous will not be paid hours.

Section 6. Sick Leave During Vacation

An employee who becomes ill while on vacation may have such period of illness charged to his accumulated sick leave provided that:

1. Immediately upon return to duty, the employee submits to his department head a written request for sick leave and a written statement signed by his physician verifying the medical disability and dates of illness.

2. The department head recommends and the City Manager or his designee approves the granting of such sick leave.

Section 7. Extended Sick Leave

In the event of an employee's continuing illness which results in depletion of sick leave accumulation and/or is not subject to the Federal Medical Leave Act, the employee may request in writing to his department head and City Manager, a leave of absence without regular pay for the purpose of recovering from the illness, provided:

1. The employee has used all of his accumulated sick leave.
2. The employee presents to his department head for referral to and consideration by the Personnel Officer, a written request for leave and an estimate of the time needed for recovery signed by the employee's physician.
3. Prior to resuming his duties, the employee may be required to take a medical examination at City expense and provide a medical release to return to work from the employee's physician as prescribed by the Personnel Officer. The employment record and the results of such examination shall be considered by the Personnel Officer in determining the employee's fitness to return to work.

Section 8. Continuation of Health Coverage During Sick Leave

For the duration of temporary disability, the City shall continue to pay for the employee's medical, dental, vision, retirement, and disability and life insurance coverage subject to insurance eligibility requirements. During said period of temporary disability, the employee shall be required to pay to the City the same contribution amounts for dependent coverage as required of other employees. City paid coverage shall continue for the first thirty (30) days and may be extended up to one (1) year subject to City Council approval. City Council may grant such approval in increments of ninety (90) calendar days.

Section 9. Federal Medical Leave Act and the California Family Rights Act

The City shall comply with State and Federal Family and Medical Leave Acts.

Section 10. On-The-Job-Injury

A. Sworn employees who are disabled by injury or illness arising out of and in the course of their duties as employees of the City, shall be entitled to the benefits and privileges of California Labor Code Section 4850 as the Section now exists or is hereinafter amended. Any payments made pursuant to this Section shall not be charged as sick leave. Sick leave and vacation benefits shall accrue during the period of disability pursuant to the provision of California Labor Code Section 4850.

Section 11. Off-The-Job-Injury

A. An employee injured outside of his service with the City may request paid leave subject to Article VIII. Sick Leave and may apply for benefits under the disability insurance plan provided by the City in the event of extended medical disability.

B. Continuation of health insurance coverage shall apply as specified in Article X. Leaves of Absence, Section D.

Section 12. California Labor Code Section 233

A. Pursuant to California Labor Code Section 233, effective January 1, 2000, employees may use a total of forty-eight (48) hours annually of their accrued and available sick leave to attend to the illness of their child, parent, spouse or domestic partner.

ARTICLE XIV - FRINGE BENEFIT ADMINISTRATION

Section 1. Administration

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

Section 2. Selection and Funding

In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of the Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Memorandum of Understanding.

Section 3. Changes

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

ARTICLE XV - HEALTH, LIFE, DENTAL, DISABILITY AND VISION INSURANCE

Section 1. Health Insurance Plan

A. Flexible Benefit Plan: The City shall maintain a benefit plan which will allow employees to utilize pre-tax dollars for health contributions and will provide additional contributions above the "PERS Health Coverage" for health insurance as noted below.

Pursuant to Government Code Section 22892, the City shall continue to pay the minimum monthly payment to PERS for all those employees and retirees choosing the PERS Health Plan, and shall pay any adjustment to this amount pursuant to PERS law. An employee and retiree may choose any plan offered by PERS that said employee or retiree is eligible to receive.

Employees eligible for this plan may choose, depending on their family status (single, one dependent or more), any medical plan offered by PERS (as eligible) and the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the duration of the current MOU contract, through June 30, 2016:

<u>Status</u>	<u>*City Maximum</u>	<u>*Employee Minimum</u>
Employee Only	\$1050.00	\$ 0
Employee + 1	\$1050.00	\$ 5
Employee + Family	\$1050.00	\$10

*The City will only pay up to the maximum contribution (City Maximum) or the premium of the

health plan selected by the employee, whichever is lower. The employee must pay either the cost of the premium not covered by the City Maximum or the minimum contribution (Employee Minimum) as stated above, whichever is higher.

PERS Health Plan Deletion: An employee cannot be enrolled in the PERS health plan if a spouse is enrolled in the same agency or enrolled in an agency with PERS health, unless the employee (or the spouse) is enrolled without being covered as a family member. Additionally, an employee may choose to not be enrolled in the PERS health plan. If an employee chooses to delete the health plan coverage, the City, after determining that a minimum amount of health coverage is provided to the employee (by their spouse or other coverage), shall pay a cash allowance of \$125.00 per month or pay to the employee's deferred compensation plan (a plan administered by the City) \$125.00 per month. [The same concept is applied to Dental at \$5.00 per month]. If the employee wants to have all or a portion of the deferred compensation payment credited towards the dependent coverage cost, then the remaining balance, if any, shall be credited to the employee's deferred compensation account. To be eligible for this "deletion" payment, the employee must provide proof, as determined by the Personnel Officer, that comparable medical insurance is in full force and effect. In the event the employee loses eligibility (with documentation) then the employee may re-enroll in the plan pursuant to the PERS health plan rules.

B. Retiree Health Savings Plan (RHS)

The RHS Plan is an employer sponsored health benefit savings vehicle that allows the employee to accumulate assets to pay for medical expenses in retirement on a tax free basis.

Plan Details:

1. EMPLOYEES HIRED BEFORE 7/1/2013 but after 7/1/1993: Employees are required to notify the City, in writing, by 12/1/2013 of their decision to either grandfather into the Supplemental Health Care Benefit Program OR participate in the RHS Plan. If the employee elects to participate in the RHS Plan, the City will contribute \$75.00 per month into the employee's individual account. If an employee fails to notify the City by 12/1/2013 of their decision, said employee will be automatically enrolled in the RHS Plan.

2. EMPLOYEES HIRED BEFORE 7/1/1993: Employees are required to notify the City, in writing, by 12/1/2013 of their decision to either grandfather into the Supplemental Health Care Benefit Program OR participate in the RHS Plan. If the employee elects to participate in the RHS Plan, the City will contribute \$300.00 per month into the employee's individual account. If an employee fails to notify the City by 12/1/2013 of their decision, said employee will be automatically enrolled in the RHS Plan.

3. EMPLOYEES HIRED AFTER 7/1/2013:

- a. Participation in the RHS plan is mandatory.
- b. The City will contribute \$75.00 per month into the employee's individual account.

C. Supplemental Health Care Benefit - Eligible Retirees

1. Benefit applies to employees active on 6/30/2013, who made the election to be grandfathered in to the Supplemental Health Care Benefit. If an employee hired prior to 7/1/2013 elects to participate in the RHS plan, said employee is not eligible to participate in the Supplemental Health Care Benefit Program.

2. Employees who retire from the City under a PERS service retirement, with at least ten (10) years of continuous service may be eligible for supplemental health care benefits effective on the date of retirement. The employee's service retirement date must immediately follow the employment separation date for the employee to be eligible to receive the supplemental health care benefit.

3. The retiree may receive a payment for this benefit pursuant to the following schedule:

<u>Years Of Continuous Service</u>	<u>City Payment</u>
10	\$100/month
15	\$150/month
20	\$300/month

4. The monthly payment amount set forth in C.3. above, can be used by the retiree to either continue his/her health care benefits as may be available through the PERS Health Plan or use the monthly payment amount to purchase alternative health care benefits. This monthly payment shall be sent to the eligible retiree on a separate City check (and may be paid quarterly or as mutually agreed).

5. If the retiree chooses to participate in a plan other than the PERS Health plan, the retiree must provide the City with verification, as determined by the Personnel Officer, that the City payment is being used to secure alternative health care benefits.

6. The above City payment will terminate on the date that the retiree reaches age 65 or on the date that the retiree becomes eligible for Medicare, whichever comes first.

7. This provision does not relate to the minimum payment to PERS for employees and retirees selecting the PERS Health Plan. Therefore, if a retiree eligible for the above supplemental health care benefit selects the PERS Health Plan coverage, then the retiree would be eligible for the above City payment and the minimum payment to PERS by the City.

Section 2. Dental Insurance Plan

A. The City shall pay one hundred percent (100%) of the "employee only" premium to a dental insurance plan for the employee.

B. Payment for dependent coverage in the dental insurance plan shall be the responsibility of the employee.

C. The City will pick up the cost of the employee's share of rate increases that occur within the Dental Plan for the duration of the current MOU contract, through 6/30/2016.

Section 3. Disability Insurance Plan

The City shall provide a short-term and long-term disability insurance plan for all employees covered by this Memorandum of Understanding. The City shall pay one hundred percent (100%) of the premium for the employee's coverage under the plan(s). Modifications to the plan shall be made only after the City has met and consulted with the Association.

Section 4. Vision Plan

A. The City shall pay one hundred percent (100%) of the premium for a vision insurance plan covering both employees and their dependents.

B. The City will pick up the cost of rate increases that occur within the Vision Plan for the duration of the current MOU contract, through 6/30/2016.

Section 5. Life Insurance Plan

A. The City shall pay one hundred percent (100%) of the premium for a term life insurance policy for each eligible employee which shall be based upon a formula of one times the employee's annual salary rounded up to the nearest thousand dollars up to a maximum City paid coverage of \$50,000, i.e., an employee who earns \$20,100.00 would receive \$21,000.00.

B. The City will pick up the cost of rate increases that occur within the Life Insurance Plan for the duration of the current MOU contract, through 6/30/2016.

ARTICLE XVI - RETIREMENT

Section 1. The City shall continue to make contributions for public safety personnel to the PERS plan known as three percent (3%) at fifty (50) with the PERS retirement survivor continuance option (Section 21263 and 21263.1), 1959 Survivors Benefit (Level 4), and one year highest compensation (Section 20024.2).

Section 2. The City shall pay the employees' contribution to their retirement plan subject to Section 3, and place it in the employees' individual PERS retirement accounts.

Section 3.

A. For the period between 7/1/2013 through 9/26/2013, employees will pay CalPERS contributions in accordance with the terms of the previous MOU dated 7/1/2009 – 6/30/2013.

B. Effective 9/27/2013, employees hired prior to 12/31/2012, or are hired subsequent to that date and are determined to be classic CalPERS members, shall pay nine percent (9%) towards their retirement benefits with CalPERS.

C. Employees hired after January 1, 2013 and are new to the California Public Employees Retirement System (CalPERS), or have had a 6 month or more break in service, are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA).

ARTICLE XVII - EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Section 1. Tuition Reimbursement Plan

Employees who secure at least a passing grade, "C", shall receive up to one thousand three hundred and twenty dollars (\$1,320) per school year reimbursement for the cost of tuition, mandatory fees, and required textbooks to attend accredited college courses pursuant to the employee training and education programs.

ARTICLE XVIII - SAFETY AND HEALTH

The City and employees of the City agree to comply with all applicable federal and state laws which relate to health and safety.

ARTICLE XIX - LAYOFF PROCEDURES

Section 1. Policy

A. Whenever there shall be need for layoff, employees within the classification(s) of position(s) involved shall be terminated in the following order: emergency, temporary, provisional, probationary, regular. The order of layoff of regular employees shall be based on the recommendation of the Chief of Police. The Chief of Police shall take into consideration such things as tenure and job performance. Regular employees, subsequently laid off, shall be given ten (10) working days notice and written notice for the reasons for such action. Regular employees in good standing (those deemed to have produced satisfactory service) shall be placed on appropriate employment lists and will have precedence for employment over persons whose names appear on employment lists for the same classification of position.

B. An employee may be terminated by the Chief of Police when deemed necessary, as a result of substantial changes in duties or organization; abolition of position; shortages of work funds; or completion of work for which employment was made. Such termination shall not be subject to appeal. Regular employees not certified as having provided satisfactory service may interpret such layoff action as discharge and may request appeal proceedings as provided for in the Personnel Rules and Regulations and this Memorandum of Understanding.

ARTICLE XX - REINSTATEMENT

Section 1. Policy

A. Regular employees who have been laid off shall be entitled to reinstatement to positions in the same classification from which they were laid off if those positions are to be refilled during the period of their eligibility on the layoff employment list. Any employee so reinstated shall retain all benefits accrued in prior service with the City.

B. Any regular employee who has resigned from the City service in good standing may, upon his written request and approval of the Chief of Police, be reinstated to a position in the same or similar classification in the classified service within two (2) years of such termination. Such reinstatement may be made without benefit of additional examination, and may take precedence over employment lists; but in no way shall it be mandatory for the Chief of Police to reappoint a former employee. Appointment shall otherwise be made in the manner as for original employment.

C. Upon reinstatement, any employee so appointed shall be considered a new appointee and shall have no vested interest in or be entitled to any benefits accrued during any previous employment with the City.

ARTICLE XXI - TRANSFER, PROMOTION AND DEMOTION

Section 1. Transfer

A. An employee may be transferred at any time from one position to another position in the same or comparable classification having the same salary range and reasonably similar qualifications. Transfers involving a change from one department to another will require the consent of both department heads unless the City Manager orders the transfer. Transfers shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in this Memorandum of Understanding. No person may be transferred to a position for which he does not possess the minimum qualifications.

B. For purposes of this Memorandum of Understanding, a transfer shall not include the reassignment of personnel within the internal operation of the department as may be made from time to time by the Chief of Police.

Section 2. Promotion

A. Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.

B. If, in the opinion of the Chief of Police, a vacancy in the department could be filled better by an open, competitive examination, then the Chief of Police may instruct the Personnel Officer to call for applications for the vacancy and arrange for an open, competitive examination and for the preparation and certification of an employment list. Regular employees who meet the requirements of the position will be considered eligible to compete in the open competitive examination.

Section 3. Demotion

A. The Chief of Police, with the approval of the City Manager, may demote an employee for disciplinary reasons set forth in Chapter 4.19 of the Rules and Regulations of the City of Cypress, and applicable sections of the City of Cypress Police Manual.

B. No employee shall be demoted to a classification for which he does not possess the minimum qualifications. Written notice shall be given to an employee at least three (3) working days before the effective date of the demotion and complete information regarding such change shall be reported to the Personnel Officer.

C. In the event of a demotion, the employee shall be afforded procedural due process rights conferred by Section 3300, et seq., of the California Government Code, relevant case law and the City of Cypress Personnel Rules and Regulations.

ARTICLE XXII - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

Section 1. Dues Deduction

The City shall deduct twice monthly the amount of Association regular and periodic dues and insurance premiums as may be specified by the Association on an authorization card furnished by the Association and signed by the employee.

Section 2. Indemnification

The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employees pursuant to this Article.

ARTICLE XXIII - NO STRIKE--NO LOCKOUT

Section 1. Prohibited Conduct

A. The Association, its officers, agents, representatives, and/or members agree that they will respect relevant law and judicial decisions regarding the withholding or diminishment of services to influence negotiations conducted under Section 3500. et.seq. of the California Government Code.

B. The City agrees that it shall not lock out its employees during the term of this Memorandum of Understanding. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of rights as set forth in any of the provisions of this Memorandum of Understanding or applicable ordinance or law.

C. Any employee who participates in any conduct prohibited in subparagraph A. above may be subject to appropriate discipline up to and including termination by the City.

D. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed in Section 2. below, Association Responsibility, the City may suspend certain rights and privileges accorded to the Association under the Employee Relations Resolution or by this Memorandum of Understanding including, but not limited to, access to the grievance procedure, right of access check-off, and the use of the City's bulletin boards and facilities.

Section 2. Association Responsibility

In the event that the Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Section 1. above, Prohibited Conduct, the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section 1. above, Prohibited Conduct, and return to work.

ARTICLE XXIV – NO SMOKING POLICY

Section 1. Employees hired after October 8, 2001, shall not smoke or use tobacco products at any time while on duty. Employees hired prior to October 8, 2001, shall not smoke or use tobacco products in public view while on duty.

Section 2. Pursuant to California Government Code § 7596–7597, employees shall not smoke any tobacco product inside a public building, or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building, or in a passenger vehicle, as defined by Vehicle Code § 465, owned by the state.

Section 3. Violation of this Article may result in appropriate disciplinary action.

ARTICLE XXV - ENTIRE MEMORANDUM OF UNDERSTANDING

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

Section 2. Notwithstanding the provision of Section 1., there exists within the City certain personnel rules and regulations and police department rules and regulations. To the extent that this Memorandum of Understanding does not specifically contradict these personnel rules and regulations or police department rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Memorandum of Understanding and applicable state law.

Section 3. Provisions of this Memorandum of Understanding relating to the salaries, wages and working conditions of employees will continue in effect unless changed in subsequent MOU's.

ARTICLE XXVI - WAIVER OF BARGAINING DURING TERM OF MEMORANDUM OF UNDERSTANDING

A. Except where required by any Article of this Memorandum of Understanding, including Article XXVIII, Section B., during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to meet and confer with regard to wages, hours and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding.

ARTICLE XXVII - CITY RIGHTS

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

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- C. To determine the nature, manner, means and technology and extent of services to be provided to the public.
- D. Methods of financing.
- E. Types of equipment or technology to be used.

F. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.

G. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation.

H. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.

I. To relieve employees from duties for lack of work or similar non-disciplinary reasons.

J. To establish and modify productivity and performance programs and standards.

K. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedure.

L. To determine job classifications and to reclassify employees.

M. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.

N. To determine policies, procedures and standards for selection, training and promotion of employees.

O. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.

P. To maintain order and efficiency in its facilities and operations.

Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Memorandum of Understanding.

R. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of City rights shall impact the wages, hours and others terms and conditions of employment of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided elsewhere in this Memorandum of Understanding.

ARTICLE XXVIII - EMERGENCY WAIVER PROVISION

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

ARTICLE XXIX - SEPARABILITY

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

ARTICLE XXX - TERM OF MEMORANDUM OF UNDERSTANDING

The terms of the Memorandum of Understanding shall commence on July 1, 2013, and shall continue in full force and effect through June 30, 2016.

ARTICLE XXXI - RATIFICATION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Cypress. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representative of the City and the Association.

CITY OF CYPRESS

By: Richard M. Storey Date: 10/7/13
Richard Storey, Director of Finance & Admin. Services

By: [Signature] Date: 10/7/13
Matt Burton, Finance Manager

By: [Signature] Date: 10-7-13
Cathy Thompson, Human Resources Manager

CYPRESS POLICE OFFICERS' ASSOCIATION

By: Paulo Morales Date: 10-7-13
Paulo Morales, CPOA President

By: [Signature] Date:
Robert Cote, CPOA Treasurer

By: [Signature] Date: 10-07-13
James Olson, CPOA Secretary

[Signature]

10-7-13

CYPRESS POLICE OFFICERS' ASSOCIATION - (EXHIBIT A - Updated)

Cypress Police Officers' Association Effective Pay Period Beginning 9/27/13							
<u>CLASSIFICATION</u>	<u>SALARY RANGES (Per Hr*)</u>						
	0	A	B	C	D	E	F
Police Sergeant	\$ -	\$44.0423	\$46.2404	\$48.5596	\$50.9827	\$53.5385	\$56.2212
	0	A	B	C	D	E	F
Police Officer	\$33.5827	\$34.4192	\$36.1442	\$37.9442	\$39.8481	\$41.8385	\$43.9269

Cypress Police Officers' Association Effective Pay Period Beginning 7/4/14							
<u>CLASSIFICATION</u>	<u>SALARY RANGES (Per Hr*)</u>						
	0	A	B	C	D	E	F
Police Sergeant	\$ -	\$44.9231	\$47.1652	\$49.5308	\$52.0024	\$54.6093	\$57.3456
	0	A	B	C	D	E	F
Police Officer	\$34.2544	\$35.1076	\$36.8671	\$38.7031	\$40.6451	\$42.6753	\$44.8054

The May CPI-U for Los Angeles-Riverside-Orange County was 1.7%, therefore the schedule above reflects a 2% pay rate increase.

Cypress Police Officers' Association Effective Pay Period Beginning 7/3/15							
<u>CLASSIFICATION</u>	<u>SALARY RANGES (Per Hr*)</u>						
	0	A	B	C	D	E	F
Police Sergeant	\$ -	\$45.8216	\$48.1085	\$50.5214	\$53.0424	\$55.7015	\$58.4925
	0	A	B	C	D	E	F
Police Officer	\$34.9395	\$35.8098	\$37.6044	\$39.4772	\$41.4580	\$43.5288	\$45.7015

The May CPI-U for Los Angeles-Riverside-Orange County was 1.1%, therefore the schedule above reflects a 2% pay rate increase.

**The current work schedules for Sergeants and Police Officers provides for 2112.50 hours annually. Based upon this, the annual salary ranges are as follows:*

FY 2013 - 2014

Police Sergeant \$93,039 - \$118,767

Police Officer \$70,943 - \$92,796

FY 2014 - 2015

Police Sergeant \$94,900 - \$121,143

Police Officer \$72,362 - \$94,651

Fy 2015 - 2016

Police Sergeant \$96,798 - \$123,565

Police Officer \$73,810 - \$96,544

EXHIBIT B

City of Cypress

10 Plan (Applicable to Designated Sworn Personnel)

Pursuant to the MOU between the City and the Cypress Police Officers Association (CPOA), Article IV, Hours of Work, this document shall be considered the "mutual agreement between management and the Association" to modify the current work schedule and applicable leave rules, practices and/or procedures. This plan, implemented January 13, 1995 for sworn personnel as assigned, is known as the "10 Plan." This 10 Plan is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern. This 10 Plan may apply to sworn employees as assigned by police management.

The provisions listed below shall modify existing rules, as follows:

10 PLAN WORK SCHEDULE DEFINED - This schedule can be briefly defined as 16 - 10 hour work days plus an additional 2.5 hours in a 28 day period.

A. 28 Day Pay Cycle - The pay cycle for sworn personnel starts Friday 12:00 A.M. and continues for 28 days until Friday 12:00 A.M.

B. Emergencies - All employees on the 10 Plan are subject to be called to work at any time to meet any and all emergencies or unusual conditions which, in the opinion of the Police Chief or designee in charge of the department, may require such service from any of said employees.

OVERTIME DEFINED

1. All sworn employees under the 10 Plan shall earn overtime after 162.5 hours of time worked in a 28 day pay cycle, as allowed under the FLSA (7k Exemption). Authorized overtime hours shall be compensated in pay or compensatory time off at the rate of one and one-half (1 ½) times the hourly straight time rate. Any paid leave, with the exception of sick leave hours taken during a pay cycle, shall be counted as regular hours worked for the computation of overtime.

2. Straight Time Overtime - Time worked above the regular work schedule, as applicable above, when sick leave hours are used shall be paid at the employee's hourly straight time rate (e.g., if an employee uses 8 hours of sick leave and works 12 hours of overtime, then the first 8 hours of overtime is at straight time overtime). When there is a combination of overtime and CTO accumulation, CTO shall be used first for this calculation. Straight time overtime can be paid or accumulated as CTO.

3. Compensatory Time Off (CTO) - Applicable as stated in the MOU.

4. Overtime Reporting/Authorization - Applicable as stated in the MOU.

OTHER PAY PROVISIONS

A. Court Time - Applicable as stated in the MOU, as applicable above, and any employee working over 16 hours in a 24 hour period must be off duty for a minimum of 8 hours, excluding emergencies.

B. Call Back - Applicable as stated in the MOU, and as applicable above.

C. Leaves Without Pay - If an employee is on leave without pay for whatever reason (AWOL, suspension, or short-term leave of absence) during the pay cycle, the employee earns overtime after 40 hours in a work week for non-sworn employees and after 162.5 hours of time worked in a 28 day pay cycle for sworn employees.

D. Stand By Pay - Continues to be applicable for sworn employees, as stated in the MOU.

LEAVE BENEFITS

CHARGING OF LEAVE (Rate of Usage) - When an employee is off on a scheduled work day under the 10 Plan, then 10 hours of leave per work day shall be charged. All leaves shall continue under the current accrual, eligibility, request and approval requirements, except as noted herein.

HOLIDAY LEAVE -

A. Regular Holidays - For the following recognized municipal holidays, 8 hours are earned for each holiday (totaling 80 hours): New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, and Christmas Day. For an employee on the 10 Plan to charge holiday leave on a scheduled holiday, he must use 8 hours earned per holiday and charge an additional 2 hours from another leave account as specified above noted as "Charging of Leave."

B. Other Uses of Holiday Leave - Effective the payroll year beginning December 15, 2006, 12:00 P.M., the total amount of holiday and floating holiday leave shall be 100 hours (not including additional floating holiday hours intended for "backfilling" training days). For those employees who are scheduled to work on a holiday or the holiday falls on their scheduled day off, the holiday leave may be used during the payroll year; or, the holiday may be paid as holiday overtime at the straight time rate as each holiday occurs within the pay period (no retroactive payments). There shall be no carry-over of unused holiday hours into the following payroll year.

C. Deduction of Holiday Hours - During Approved Leaves of Absence Without Pay - An employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked the regular scheduled work day before and the regular scheduled work day immediately following said holiday. In cases of said loss of holiday hours, the applicable amount of holiday hours shall be deducted from the employee's holiday leave account at the rate of 8 hours per holiday.

D. Holidays on Saturday or Sunday - When any recognized municipal holiday falls on a Sunday, the following Monday shall be considered as a holiday. When any holiday falls on a Saturday, the preceding Friday shall be considered the holiday.

E. Religious Holidays - Those holidays requested off for religious purposes shall be done so in writing to the Chief of Police and if approved, shall be charged against the employee's accumulated CTO, Sick Leave, Vacation or Floating Holiday leave as desired by the employee. The employee shall also have the option to take approved leave without pay for the time off.

VACATION LEAVE - Applicable as stated in the MOU.

SICK LEAVE - Same as MOU, except in reference to the use of approved sick leave on a scheduled work day designated as a holiday (Article VII, Section 2), any combination of holiday and/or sick leave may be used as paid leave, not to exceed the regular work day hours.

BEREAVEMENT LEAVE - Employees may be granted a bereavement leave of absence by reason of a death in their immediate family, which shall be restricted and limited to father, mother, brother, sister, spouse, child, grandmother, grandfather, mother-in-law, or father-in-law. The employee may be approved leave time up to 40 hours of bereavement leave.

MISCELLANEOUS PROVISIONS

TRAINING TIME - When an employee is assigned to a training session which is normally 8 hours per day, at the conclusion, the employee must do one of the following: 1) return to the work site to perform his regular work assignment; 2) have their schedule temporarily modified so that not to incur automatic overtime during the pay cycle; 3) use floating holiday hours intended for "backfilling" training days; 4) use other eligible leave hours. An alternative police management option may be to not schedule the employee to work the additional hours remaining in the regular work day. No training session may be scheduled or assigned without establishment of work hours for the duration of the training session.

Employees shall receive additional floating holiday hours at the beginning of the payroll year intended for (but not restricted solely for) the use of "backfilling" hours to complete a full shift on required training days of less than the employee's full shift (typically an 8-hour training day). Additional floating holiday hours shall be provided based upon the employee's assignment/work schedule at the beginning of the payroll year. Employees on the "4/10" work schedule shall receive six (6) additional floating holiday hours at the beginning of the payroll year. Employees hired after January 1 of the payroll year will receive additional floating holiday hours on a pro-rated basis.

Other provisions of the MOU continue to apply (Article VI. Special Pay Provisions, Section 3. Training Programs.)

EXHIBIT C

City of Cypress

12 Plan (Applicable to Sworn Personnel)

Pursuant to the MOU between the City and the Cypress Police Officers Association (CPOA), Article IV, Hours of Work, this document shall be considered the "mutual agreement between management and the Association" to modify the work schedule and applicable leave rules, practices and/or procedures. This new plan shall be known as the "12 PLAN." This 12 PLAN, implemented at the start of the pay period on January 13, 1995, is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern. This 12 PLAN shall only apply to the employees in the CPOA bargaining unit and only applies to sworn employees working in patrol, as designated by police management.

The provisions listed below shall modify existing rules, as follows:

12 PLAN WORK SCHEDULE DEFINED - This schedule can be briefly defined as follows:

A. 28 Day Cycle - Working twelve 12.5 hour days and one 12.5 hour swing day during a 28 day cycle. The total number of regular work hours are 162.5. Work hours above 162.5 hours are considered overtime and paid at time and one half. All paid leaves are considered time worked, with the exception of sick leave. There will be two pay days for the 28 day cycle. The first pay day will include payment of 81.25 hours. The second payday will include payment of 81.25 hours and all overtime hours worked (both straight time O.T. and time and one half O.T.) during the 28 day cycle. These cycles will begin with shifts starting Friday and ending with shifts starting on Thursday. See the example attached.

Special notations:

Team 1A - 0530 to 1800, Monday - Wednesday
Team 1B - 1730 to 0600, " "
Team 2A - 0530 to 1800, Thursday - Saturday
Team 2B - 1730 to 0600, " "

Swing days are usually Sunday and may be other days based on organizational needs. Other schedules may also be assigned to meet staffing requirements (i.e. Friday - Sunday). Motor Officers and Canine Handlers will work shift configurations, schedules, and duty assignments as deemed appropriate by Police Management. Staffing of teams will be based on organizational needs as designated by police management.

B. Emergencies - All employees on the 12 PLAN are subject to be called to work at any time to meet any and all emergencies or unusual conditions which, in the opinion of the Police Chief or designee in charge of the department, may require such service from any of said employees.

OVERTIME DEFINED

1. All sworn employees under the 12 PLAN shall earn overtime after the first 162.5 hours of

time worked in a 28 day cycle, as allowed under the FLSA (7K exemption). Authorized overtime hours shall be compensated in pay or compensatory time off at the rate of one and one half (1½) times the hourly straight time rate. Any paid leave, with the exception of sick leave hours taken during a 28 day cycle, shall be counted as regular hours worked for the computation of overtime.

2. Straight Time Overtime - Time worked above the regular work schedule, as applicable above, when sick leave hours are used shall be paid at the employee's hourly straight time rate (e.g., if an employee uses 8 hours of sick leave and works 12 hours of overtime, then the first 8 hours of overtime is at straight time overtime). When there is a combination of overtime and CTO accumulation, CTO shall be used first for this calculation. Straight time overtime can be paid or accumulated as CTO.

3. Compensatory Time Off (CTO) - Applicable as stated in the MOU.

4. Overtime Reporting/Authorization - Applicable as stated in the MOU.

OTHER PAY PROVISIONS

A. Court Time - Applicable as stated in the MOU, as applicable above, and any employee working over sixteen (16) hours in a twenty-four (24) hour period must be off duty for a minimum of eight (8) hours (excluding emergencies) as determined by Police Management.

B. Call-back - Applicable as stated in the MOU, and as applicable above.

C. Leaves Without Pay - If an employee is on a leave without pay for whatever reason (AWOL, suspension, or short term leave of absence) during the pay cycle, the employee earns overtime after 162.5 hours of work in a 28 day cycle.

LEAVE BENEFITS

CHARGING OF LEAVE (Rate of Usage) - When an employee is off on a scheduled work day under the 12 PLAN, then 12.5 hours of leave per work day shall be charged. All leaves shall continue under the current accrual, eligibility, request and approval requirements, except as noted herein.

HOLIDAY LEAVE -

A. Regular Holidays - For the following recognized municipal holidays, 8 hours are earned for each holiday (totaling 80 hours): New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, and Christmas Day. For an employee on the 12 PLAN to charge holiday leave on a scheduled holiday, he/she must use 8 hours earned per holiday and charge an additional 4.5 hours from another earned leave account as specified above noted as "Charging of Leave."

B. Other Uses of Holiday Leave - Effective the payroll year beginning December 15, 2006, 12:00 A.M., the total amount of holiday and floating holiday leave shall total 100 hours (not including additional floating holiday hours intended for "backfilling" training days). For those employees who are scheduled to work on a holiday or the holiday falls on their scheduled day off, the holiday leave may be used during the payroll year; or, the holiday may be paid as holiday overtime at the straight time rate as each holiday occurs within the pay period (no retroactive payments). There shall be no carry-over of unused holiday hours into the following payroll year.

C. Deduction of Holiday Hours - During Approved Leaves Of Absence Without Pay - An employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked the regular scheduled work day before and the regular scheduled work day immediately following said holiday. In cases of said loss of holiday hours, the applicable amount of holiday hours shall be deducted from the employee's holiday leave account at the rate of 8 hours per holiday.

D. Holidays on Saturday or Sunday - When any recognized municipal holiday falls on a Sunday, the following Monday shall be considered as a holiday; when any holiday falls on a Saturday, the preceding Friday shall be considered the holiday.

E. Religious Holidays - Those holidays requested off for religious purposes shall be done so in writing to the Chief of Police and if approved, shall be charged against the employee's accumulated CTO, Sick Leave, Vacation, or Floating Holiday leave as desired by the employee. The employee shall also have the option to take approved leave without pay for the time off.

VACATION LEAVE - Applicable as stated in the MOU.

SICK LEAVE - Same as MOU, except in reference to the use of approved sick leave on a scheduled work day designated as a holiday (Article VII, Section 2A), any combination of holiday and/or sick leave may be used as paid leave, not to exceed the regular work day hours.

BEREAVEMENT LEAVE - Employees may be granted a bereavement leave of absence by reason of a death in their immediate family, which shall be restricted and limited to father, mother, brother, sister, spouse, child, grandmother, grandfather, mother-in-law, or father-in-law. The employee may be approved leave time up to 40 hours of bereavement leave.

MISCELLANEOUS PROVISIONS

TRAINING TIME - When an employee is assigned to a training session which is normally 8 hours per day, at the conclusion, the employee must do one of the following: 1) return to the work site to perform his/her regular work assignment; 2) have their schedule temporarily modified so that not to incur automatic overtime during the pay cycle; 3) use floating holiday hours intended for "backfilling" training days; 4) use other eligible leave hours. An alternative police management option may be to not schedule the employee to work the additional hours remaining in the regular work day. No training session may be scheduled or assigned without establishment of work hours for the duration of the training session.

Employees shall receive additional floating holiday hours at the beginning of the payroll year intended for (but not restricted solely for) the use of "backfilling" hours to complete a full shift on required training days of less than the employee's full shift (typically an 8-hour training day). Additional floating holiday hours shall be provided based upon the employee's assignment/work schedule at the beginning of the payroll year. Employees on the "3/12.5" work schedule shall receive thirteen and one-half (13.5) additional floating holiday hours at the beginning of the payroll year. Employees hired after January 1 of the payroll year will receive additional floating holiday hours on a pro-rated basis.

Other provisions of the MOU continue to apply (Article VI, Special Pay Provisions, Section 3, Training Programs).

EXHIBIT D

SICK LEAVE ACCRUAL BALANCES AS OF 9/30/2013 (report as of 10/2/13)

EMPLOYEE	SICK LEAVE BALANCE AS OF 9/30/2013	Maximum Sick Leave Hours Payable in accordance with Article 13, Section 4E
Alvis, Deanna	219.00	109.50
Ausmus, Scott	715.50	357.75
Ayres, Richard	1226.00	613.00
Baldwin, Darrell	454.75	227.38
Brewer, James	743.00	371.50
Carlson, Erik	608.00	304.00
Carrillo, Juan	774.75	387.38
Charland, Matthew	33.50	16.75
Clemons, Mark	698.75	349.38
Cote, Robert	978.50	489.25
DeYoung, Rodney	713.25	356.63
Diaz, Darrell	446.50	223.25
Faessel, Gregory	676.50	338.25
Foster, Scott	1502.50	751.25
Healy, Brian	835.00	417.50
Krok, Johnathan	379.50	189.75
Lassalle, Ismael	997.00	498.50
Lee, Christopher	207.50	103.75
Marshall, Brook	320.50	160.25
Mathias, Rebecca	375.50	187.75
McBain, Michael	589.75	294.88
McShane, Christopher	893.50	446.75
Mellana, Thomas	286.00	143.00
Miller, Cassie	287.00	143.50
Morales, Paulo	1302.00	651.00
Mori, Kyle	731.50	365.75
Mount, Eric	612.00	306.00
Olson, James	1659.50	829.75
Patopoff, Christopher	329.50	164.75
Paul, Brock	302.00	151.00
Pinvidic, Dean	769.75	384.88
Ramsey, Kenneth	915.25	457.63
Rand, Timothy	876.25	438.13
Rodriguez, Robert	419.25	209.63
Ruiz, Paul	961.25	480.63
Sanchez, Andrew	370.50	185.25
Shaheen, Shaheen	112.00	56.00
Striek, Leona	161.25	80.63
Swift, Jeffrey	8.50	4.25
Taveras, Rafael	351.00	175.50
Timney, Matthew	1449.50	724.75
Tran, Thuan	73.50	36.75
Ward, Matthew	388.50	194.25
Wintersole, Michael	849.75	424.88