

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

Effective January 1, 2006 to June 30, 2011

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Article I - Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Police Officers' Association, hereinafter referred to as the Association having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by this agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 - Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions with existing City and Department rules, regulations, and ordinances pertaining to wages, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations, and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate actions not in conflict with the MOU.

Article 3 - Discrimination

No employee or prospective employee shall be employed, promoted, demoted or discharged or in any way favored, disadvantaged or discriminated against in any respect because of age, race, creed, color, national origin, sex, disability, political opinion or affiliation or association membership or activity.

Article 4 - Employee & Employer Rights

The City and the Association agree this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution 4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full. It is further understood that said rights and prerogatives of the City include, but are not limited to, determinations as to levels of service, staffing levels, work schedules, overtime assignments and approval, number and location of work stations, nature of work to be performed, contracting for any work or operation, employee performance standards including, but not limited to, quality and quantity standards, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City and service, except where otherwise provided for in this MOU. It is understood that the practical consequences upon matters within the scope of representation resulting from the exercise of City rights may be the subject of a grievance.

Article 5 - Existing Practices And/Or Benefits

Existing practices and/or benefits provided by ordinance or resolution of the City Council, Municipal Code, Police Department Manual, Personnel Rules and Regulations, or which are otherwise referenced in this MOU, shall be provided in accordance therewith.

Existing practices and/or benefits which are not referenced in the MOU shall continue without change unless modified or abolished by mutual agreement of the parties. The parties will make a best effort to identify any such practices and/or benefits during the term of the agreement, with the intent to include such in the next agreement and abolish this provision.

Article 6 - Hours of Work

Regular scheduled work hours will be assigned and managed by the Department. The schedule for sworn personnel includes 168 hours in a 28 day work period. Depending upon assignment, the regular work shift of sworn personnel may include 12, 10.5 or 8.4 hours of work.

If in the sole discretion of the Chief of Police, there is sufficient staffing in patrol to provide 10.5 hour shifts in a 4 day work week totaling 168 hours in a 28 day work period, the City may change to this schedule for patrol after providing a 2 pay period notice to assigned officers and the Association.

Public Safety Dispatchers work a 12 hour shift for a total of 84 hours in a two week period. With this schedule, overtime compensation will be provided for all hours worked beyond 40 in a workweek.

Records Clerks and the Property and Evidence Officers are scheduled to work five 8 hour days Monday through Friday.

Article 7 - Salary

Effective January 1, 2006 Employees will be placed on a new salary schedule "M" at the designated range as shown in Exhibit A. The Employee will be placed on the step in that new range as follows:

<u>Old Title/Step</u>	<u>New Title/Step</u>
Sworn Personnel	
Police Officer – Step A	Police Officer I – Step A
Police Officer – Step B	Police Officer I – Step B
Police Officer – Step C	Police Officer II – Step A
Police Officer – Step D	Police Officer II – Step B
Police Officer – Step E	Police Officer II – Step B
Police Officer – Step F	Police Officer II – Step D
Police Sergeant – Step A,B,C	Police Sergeant – Step A
Police Sergeant – Step D	Police Sergeant – Step B
Police Sergeant – Step E	Police Sergeant – Step B
Police Sergeant – Step F	Police Sergeant – Step C
All Non-Sworn Personnel (i.e. dispatcher, records clerk, etc.)	
Step A,B,C	Step A
Step D,E	Step B
Step F	Step C

Effective January 1, 2007 Police Officer I's will be placed on the new salary schedule "M" at the Police Officer II range, step A. Eligible officers will continue to receive merit increases on their anniversary dates in accordance with the City Personnel Rules and Regulations. The Police Officer I range will increase to range 363 on schedule M for new hires.

In addition, both sides agree on the Police Officer I/II classification as set forth in Exhibit "B".

Article 8 - Overtime (Excluding Call Back)

Authorized hours beyond the regularly scheduled hours are to be paid at the applicable overtime or other rate of pay as defined in the MOU. Scheduled shift hours require the employee to work or use leave benefits to total the required number of hours per pay period.

Overtime compensation shall be at the rate of one and one-half times the standard rate for hours worked in excess of the regularly scheduled hours in a workday.

Overtime compensation may be taken either in cash or compensatory time off (C.T.O.) at the option of the employee. There shall be a limit of 200 hours placed upon the total amount of compensatory time, which an employee may accumulate, on the books.

Any CTO on the books, after the last payroll in October has been processed, will be paid with the first payroll in November to reduce CTO to a zero balance.

Article 9a - Call Back for Court Time

Employees required to return to duty for court appearances during "off-duty" hours will be compensated (either pay or comp time) a minimum of three (3) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to three (3) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the three (3) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

Article 9b – Call Back Other Than Court Time

Effective April 1, 2005, employees required to return for required assignments other than court during off-duty hours, will be compensated (either pay or comp time) a minimum of four (4) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to four (4) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the four (4) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

Article 10 - Differential Pay

Employees required to work six or more hours between 1900 hours of one day and 0700 hours of the following day, will receive an additional \$7 per shift for non-sworn and \$10 per shift for sworn staff for each shift actually worked. Differential pay does not apply to vacation or sick leave time off. The City is not responsible for compensation regarding the switching/trading off of shifts.

Article 11 - Stand By Compensation

An employee placed on any type of stand-by through the authority of the Chief of Police shall receive forty dollars (\$40.00) per day effective April 1, 2005. Standby pay will be paid in whole day increments.

Detectives who are assigned to work standby will work in one (1) week increments. The week of standby will be defined as Thursday at 6 p.m. to the following Thursday at 6 p.m. (equivalent to 7 days). However, if the detective is required to return to duty during the standby shift, call back pay will be provided for the duration of the call back assignment consistent with the call back pay provisions in this MOU.

During the standby period the assigned detective is required to be: ready to respond to calls, reachable by phone or pager, able to return to work within 45 minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.

Standby assignments are to be made on a rotational basis. The detective assigned to work standby for a given week is to provide as much advance notice as is possible when not able to work the scheduled standby shift. Requests to forego a standby shift must be approved by the Chief of Police or his designee.

Article 12 – Holiday Hours Defined

The City agrees to permit the following as holidays subject to current City holiday policy:

New Years Day	Labor Day
Martin Luther King Birthday	Columbus Day
Presidents Day	Veterans Day
Good Friday (4 hours)	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Winter Holiday (4 hours) either the last assigned workday prior to Christmas Day or New Years Day, as assigned by the employee's supervisor.	

The recognized holidays equate to 96 hours; 96 hours per calendar year equals accrual of 3.6923 hours per pay period. Effective April 1, 2005, holiday time will accrue on a per pay period basis.

Article 13 - Holiday - Anniversary Date

Each employee shall receive the date known as their "employee anniversary date" (month and day of appointment to a regular position) as a holiday. This holiday will be added to vacation time at a straight time pay rate. Credit for the Holiday - Anniversary Date will only be given after the employee's anniversary date has passed.

Article 14 - Holiday Pay Policy

1. An employee may accumulate a maximum of 80 hours of holiday time. Accumulated time exceeding 80 hours will be paid the following pay period. Any payment made from accumulated holiday time will be at the straight time rate.
2. Each employee may elect to cash out 40 hours of holiday time to be paid with the first paycheck in November.
3. Employees actually working on New Years Day, Thanksgiving Day, the Day After Thanksgiving, or Christmas Day will be paid at time and one half (1 ½) for actual hours worked on the holiday.

Article 15 - Sick Leave

Current sick leave policy shall remain in effect as outlined in the City of Madera Personnel Rules and Regulations with the following additions:

Family Sick Leave:

Sick leave may be used to the limit of forty-eight hours each calendar year to attend to an illness of a child, parent or spouse. Such a leave is a part of sick leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick

leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her child, parent or spouse.

For the purpose of implementation of this section, the following definitions apply:

"Child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in local parentis.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

"Spouse" means a person to whom an employee is legally married under the laws of the State of California.

Sick leave accrues on a per pay period basis at 3.6293 hours for each period an employee is in a paid status at least 50% or more of the period. For non-sworn personnel 50% of a period is 40 hours. For sworn personnel 50% of a period is 42 hours.

Sick Leave Conversion:

PERS Sick Leave Conversion. Upon retirement, an employee may choose conversion of accrued sick leave to time in service for the calculation of retirement benefits instead of cash out. If the retiring employee does not elect conversion of this time to service credit a retiring employee may elect a cash out using the schedule below. Retiring employees also may elect to receive a cash out of accrued sick leave per the schedule below and convert the balance of sick leave to service credit.

Sick Leave Cash out. Sick leave is to be cashed out per the following schedule when an employee separates employment for reasons other than retirement or waives the sick leave conversion option available for retiring employees.

YEARS OF SERVICE	CASH-OUT	YEARS OF SERVICE	CASH-OUT
5	7.5%	13	19.5%
6	9.0%	14	21.0%
7	10.5%	15	22.5%
8	12.0%	16	24.0%
9	13.5%	17	25.5%
10	15.0%	18	27.0%
11	16.5%	19	28.5%
12	18.0%	20	30.0%

Article 16 - Vacation

Current vacation policies as outlined in the City of Madera Personnel Rules and Regulations will remain in effect, and the vacation accumulation schedule will be as follows:

COMPLETED YEARS = HOURS EARNED PER PAY PERIOD

0 - 5 yrs. continuous service	=	3.6923 hours per pay period
5 - 10 yrs. continuous service	=	4.6153 hours per pay period
10 - 15 yrs. continuous service	=	5.5384 hours per pay period
15 - 19 yrs. continuous service	=	6.1538 hours per pay period
20 plus yrs. continuous service	=	6.4615 hours per pay period

Vacation Leave accrues on a per pay period basis for each period an employee is in a paid status at least 50% or more of the period. For non-sworn personnel 50% of a period is 40 hours. For sworn personnel 50% of a period is 42 hours.

An employee may use Vacation Leave upon completing six months of continuous service. The primary objective of providing vacation time off benefits is to permit employees the opportunity for time away from work with pay. The accumulation limit is 360 hours on the effective date of this agreement.

Article 17 - Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to their immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty in a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, comp or holiday time. Per Opinion No. 00-306 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request a leave without pay or the use of vacation, comp or holiday time.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and Military pay after verification of Military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. This salary continuation will cease when the employee is discharged from active duty or eighteen (18) months after the date active duty commences, whichever comes first. This salary continuation provision shall revert back to twelve (12) months effective December 31, 2005.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit dollars for each period in which the salary continuation benefits are paid. Uniform and/or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice

of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 18 - Leave Without Pay

The City Administrator or designee may grant an employee a leave of absence without pay for a period not to exceed six months. Under extraordinary circumstances the employee may request a six-month extension. The total amount of leave without pay shall not exceed one year.

Leave without pay may be granted only after all paid leave has been exhausted except when a person is receiving long term disability benefits, is unable to use their vacation due to the short duration of employment with the City or due to military leave.

Article 19 - Uniforms

The Chief of Police has the authority to require the wearing of a uniform. All employees required to wear, or maintain, a uniform shall be eligible for an annual uniform allowance. To help alleviate the tax implications of receiving the uniform allowance as a lump sum, the allowance will be paid on a per paid period basis beginning July 1, 2005.

	Annual	Per Pay Period
Sworn Officers	\$1,016.86	\$39.11
Non Sworn	\$677.04	\$26.04

All sworn personnel will be responsible for maintenance of their bullet proof vest. The City provides only the first vest and up to \$3,000 in replacement vests per year based on the Police Chief's authorization.

Article 20 - Safety Equipment

Except as provided in Article 19 above, the City will provide all sworn officers with a weapon, holster and ammunition as specified by the Police Chief. The Department will provide individually assigned rain gear to Patrol personnel. All items of "safety equipment" provided by the City are property of the City and shall be maintained in good working order by the employee. Employees shall turn in City provided and City owned items upon separation from employment.

Article 21 - Retirement

The City shall maintain the CalPERS full 3% at 50, Local Safety retirement plan. For non sworn personnel the City shall maintain the 2% at 55 Local Miscellaneous retirement plan. Contracts shall include the highest single year, 1959 Survivor Benefit and sick leave conversion. The City shall pay for both the City's contribution to the system and that of the employee (9% Safety & 7% Miscellaneous). For 2005-06, the City's (Employer's) contribution is equal to 29.952% for Local Safety and 9.809% for Local Miscellaneous. For 2006-07, the City's (Employer's) contribution is equal to 30.826% for Local Safety and 9.604% for Local Miscellaneous. City contributions after fiscal year 2008-2009 to the Employer rate shall be subject to meet and confer. In both plans, the Employee shall pay for the employee's contribution to the 1959 Survivor Benefit which is currently \$2 per month.

Effective July 1, 2007, the City will provide a 2.5% @ 55 retirement formula for miscellaneous (non-sworn) employees. The City shall pay for both the employer and employee contributions including the unfunded liability for the increased benefit in fiscal year 2007-2008.

Article 22 - Retirement Contract Negotiations

The Association and the City agree to immediately meet and confer in the event the Federal government passes any legal legislative or regulatory action requiring the City to re-enact Social Security coverage. The termination of the retirement contract in Article 21 of this MOU will be discussed.

Article 23 - Deferred Compensation

Currently the City pays an amount equal to 4.2% of the non safety (non sworn) employees' gross salary into a deferred compensation plan. The 4.2% may be rounded up or down. The City does not provide such a contribution for the safety (sworn) employees.

Article 24 - Health Insurance

Effective July 1, 2004 the City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such waiver of coverage does not increase the premium charged by the carriers. Employees who waive coverage will receive \$300 per month.

Effective January 1, 2005, the schedule of monthly benefit dollars for the term of the agreement is:

<u>Level of Coverage</u>	<u>Schedule of Monthly Benefit Dollars</u>
Employee Only	\$412.00
Employee + 1 Dependent	\$667.00
Employee + 2 or More Dependents	\$ 1,039.00

Effective each July 1 the schedule of monthly benefit dollars will be increased by the average increase in health insurance premiums (medical, dental & vision) for each level of coverage through June 30, 2009.

The City reserves the right to determine health plan carriers and will seek input from the bargaining units regarding the plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However the Association agrees that the City may change the plan design when such action can be taken for the benefit of all bargaining units. Current and proposed health care benefits are

defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of \$25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits

Article 25 - Retiree Health Insurance

City retirees may continue to participate in the City health plan offerings (medical, dental and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Retirees choosing to exercise this option will pay a monthly 2% administrative fee. Retiree and dependent coverage are available under this program.

Article 26 - Education Incentive

All personnel will be eligible for an education certificate incentive as follows:

Effective April 1, 2005, the Educational / POST incentives – “Compounded”:

2.5 %	60 college units with a grade of C or better from an accredited institution
2.5 %	Intermediate POST Certificate
2.5 %	Advanced POST Certificate
<u>5.0 %</u>	BA or BS Degree from an accredited institution
12.50%	Total

As per the previous side letter of agreement only Ken Alley is eligible for the 10% for 60 Semester Units due to his continued effort to achieve a Bachelor's degree. The remaining members did not comply with the side letter of agreement #1 on the 2004-2006 MOU. Education Incentives outlined in this MOU. Courses of study will be approved by the Chief of Police or his designee.

Article 27 - Education Reimbursement

Effective April 1, 2005, sworn and non-sworn personnel are eligible for job related educational reimbursement for courses with prior approval of the Chief of Police and a minimum passing grade of "C" as follows:

- a) No Mileage, b) Books: 100%, c) Tuition: 100%

The 100% reimbursement is limited to a total of not more than \$100 per unit, and \$1800 per fiscal_year.

Article 28 - Bilingual Incentive

An employee represented by this MOU is eligible to earn pay above the normal pay rate if the employee passes a bilingual (Spanish/English) exam administered by the City as follows:

Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test for Peace Officers", with a score of 5 or better. - \$250 per month.

OR

Tier #1. Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than a level three. \$150 per month

Tier #2. Successfully passing the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of either level four or five. \$200 per month

Tier #3. Successfully passing the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than six. \$250 per month

The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

New rates are effective April 1, 2005. Employees currently receiving higher amounts (Attachment B of 2003-04 MOU) shall be automatically re-assigned to the \$250 bilingual pay bracket April 1, 2005 and will not be required to re-test.

Article 29 - Canine Officers

A. Canine officer assignments are at the sole discretion of the Chief of Police. Selection for canine assignment and removal from such assignment may not be appealed or grieved, unless the removal is done for disciplinary reasons.

B. The Department has sole discretion and authority to establish and/or modify policies and procedures for canine assignments.

C. For purposes of developing an amount to compensate K-9 Officers for duties not directly related to law enforcement, and to meet the overtime requirements under the Fair Labor Standards Act, items i through xii in this Article have been used. K-9 duties not directly related to law enforcement, includes all duties and responsibilities needed to maintain a trained K-9, capable of being accepted into a Police K-9 program. This includes feeding and caring for the animal and general conditioning/obedience training. While not specific to police work, this training is necessary to advance the canine to the next step of performing police work. The City does not expect this training be as extensive as that required to professionally "show" a K-9 in competition. However, this training is to maintain a level necessary for acceptance as a competitive hobbyist showing in sanctioned American Kennel Club competition, equivalent to "Open A Class", "C. D. X." designation.

D. Compensation for canine assignment is based upon an agreed time spent performing Dog Handling duties, separate and apart from the duties of a Police Officer, and includes, but is not limited to, feeding, grooming, training, exercising, transporting, obtaining veterinary care, purchasing food and supplies. The time a canine officer is on duty as a Police Officer utilizing the K-9 to assist with law enforcement duties is excluded from such time. This includes regularly scheduled shifts and overtime. The K-9 Officer's supervisor must authorize the overtime necessary to maintain the Police K-9's unique skills and abilities related to Police work should the time not be available during an officer's regular shift.

- i. This time is estimated to average 3.5 hours per week.
- ii. Pay for such time is at approximately \$10 per hour.
- iii. Such pay shall be made as a flat amount of \$70 per two week pay period.

- iv. In extraordinary circumstances, any Dog Handling duties which may exceed 3.5 hours in a given week must be authorized by the Chief of Police as overtime at the Dog Handled hourly rate of \$10 per hour. Such time shall be paid at the straight time rate, unless it exceeds 40 hours in a week (Saturday through Friday).
- v. No additional compensation for K-9 Officer assignments shall be made other than what is set forth in this agreement.
- vi. Timekeeping for Dog Handler duties is not required, unless the 3.5 hour per week average is exceeded.
- vii. Dog Handler pay, at \$70 per pay period, does not affect a Police Officer's regular rate of pay for overtime as a Police Officer.
- viii. To the extent permitted by CalPERS, Dog Handler pay is included as pay for retirement purposes.
- ix. Actual cost of dog food, equipment supplies and veterinarian services will be paid by the City through accounts with designated vendors.
- x. K-9 Officers shall have assigned vehicles. The vehicle shall only be used by the K-9 Officer and may be kept at the Officer's residence, except if needed in an emergency. Restrictions placed on other officers who have an assigned vehicle shall apply to K-9 Officers.
- xi. Overtime for Officers with assigned vehicles, including K-9, when called out shall be from the time that they depart their residence until the time they return, unless the call out merges into the officer's assigned shift. In the event this occurs, compensation ends when the Officer goes off duty at the end of the shift.
- xii. The K-9 is the property of the City of Madera, however, upon the retirement of the K-9 from Police work, the Officer shall have the first right to purchase from the City the K-9 at the purchase price of \$1.

Article 30 - Field Training Officer/Detective Assignment

Officers assigned by the Chief of Police as Field Training Officers (F.T.O.'s) shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment. Officers assigned to the detective unit, including MADNET, shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment. The incentive pay for detectives will be effective April 1, 2005.

Article 31 - Public Safety Dispatcher and Records Clerk Training Incentive

Public Safety Dispatchers or Records Clerks who are assigned to train new employees shall receive a 5% training incentive on the same basis as Police Officers assigned as Field Training Officer.

Article 32 - Take Home Vehicle

A take home vehicle program has been established. Take home vehicles shall only be assigned to officers residing within the City limits.

The City and the Association agree that Police Officers may leave their assigned take home vehicle at the Police Department or City corporation yard in lieu of taking the vehicle home. In the case where a vehicle is taken home, the value to the assigned Police Officer equals or exceeds the compensation due for incidental maintenance of the assigned vehicle by the Police Officer.

Detectives assigned to Standby per Article 11 of this MOU may take a designated police vehicle to their place of residence while on the assigned Standby shift as long as the response time from the residence to the City of Madera is forty (40) minutes or less.

Article 33 - Minimum Salary Change With Promotion

When promoted from one class to another, there shall be a minimum increase in actual salary. This salary increase will be not less than five (5) percent, but shall not exceed the top step of the new class. Actual salary increase shall be calculated after adding all assignment pay in the position prior to promotion.

Article 34 - Grievance Procedure

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practicable. This will be done no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Administrator or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Administrator will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Administrator or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

Article 35 - Corrective/Disciplinary Actions

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence Without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or- destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are

not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the Violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

An employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 36 - Pay Date

Pay dates shall remain the same as they are currently.

Article 37 - Mileage Reimbursement

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

Article 38 - Layoffs

In the event that the City anticipates a layoff of employees within the Association, the City will give the Association written notice of its intention to lay off. Within five (5) days of this notice either party may, by serving notice to the other party, reopen this agreement to negotiate a decrease in salary and benefits as a cost savings (in an effort to avoid a layoff). Nothing in this section relinquishes the City's exclusive right to lay off employees in the Association if this agreement is reopened and parties fail to reach a mutually acceptable agreement to avoid a layoff.

Article 39 - Notice of Future Meet & Confer

Other than provided in the Openers Article below, if the Madera Police Officers' Association desires to meet and confer with representatives of the City of Madera concerning improvements or changes in

wages, hours, or other conditions of improvements or changes in wages, hours, or other conditions of employment for the employee/members represented by the Association, the Association shall serve upon the City Administrator a written request to open negotiations following the signing of this Memorandum of Understanding. Said request shall contain all of the changes in wages, hours, conditions of employment proposed by the Association to take effect on or after July 1, 2004. Notwithstanding the above, City shall provide to the leadership of the MPOA a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof. Unless negotiations are opened earlier, City and MPOA agree to open negotiations within a reasonable time after City's receipt of the Annual Valuation Report showing that the Employer's share of the retirement costs is going to increase in the next fiscal year.

Article 40 - Separability

It is understood and agreed that this Memorandum of Understanding is subject to all current and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such law. If any part of this MOU is in conflict with, or inconsistent with, such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, such prior provision shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

Article 41 - Openers

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following:

1. Personnel Codes, Rules & Regulations - During the term of the agreement there shall be an opener to meet and confer regarding potential changes in the Municipal Code and Resolutions dealing with Personnel Rules and Regulations and other personnel related administrative policies and practices.
2. Mandated Changes in the Employee/Employer Relationship - To meet and confer on any mandates that would change the rules for Employee/Employer Relations.
3. Social Security - To meet and confer on this issue should Social Security be mandated for City employees.
4. Non-Sworn Compensation - To meet and confer on salary for miscellaneous employees only in June 2009.
5. Retirement Contributions - To meet and confer on retirement contributions in June 2009.
6. Health Benefit dollars - To meet and confer on health benefit dollars in June 2009.
7. Work Hours - To meet and confer on 84 hour work week in June 2009.

Article 42 – Side Letters

The duly signed side letter agreements attached hereto shall continue in effect during the term of this MOU.

Article 43 – Term

This Memorandum of Understanding shall be effective as of the 1st day of January 2006, unless otherwise noted; apply to those employed by the City on the date ratification has been completed by both the Association and the City; and shall remain in full force and effect through the 30th day of June 2011.

It shall continue in full force and effect from day to day thereafter until modified by mutual agreement of the City of Madera and MPOA.

REPRESENTATIVE OF CITY OF MADERA
POLICE OFFICERS' ASSOCIATION (MPOA)

MPOA PRESIDENT

Date: _____

REPRESENTATIVE OF CITY OF MADERA
POLICE OFFICERS ASSOCIATION (MPOA)

MPOA Representative

MPOA Representative

MPOA Representative

MPOA Representative

BARRY BENNETT, ASSOCIATION ATTORNEY

MANAGEMENT REPRESENTATIVE OF
THE CITY OF MADERA

DAVID TOOLEY, CITY ADMINISTRATOR

Date: _____

City Representative

City Representative

Exhibit "A"**Classified Employee Salary Schedule
Police Officers' Association**

Classification	Salary Range	Salary Range Steps – Schedule M					
		A	B	C	D	E	F
Police Officer I	327	\$3,169	\$3,328	\$3,494	\$3,669	\$3,852	\$4,045
Police Officer II	373	\$3,986	\$4,186	\$4,395	\$4,615	\$4,845	\$5,088
Police Officer Trainee	327	\$3,169	\$3,328	\$3,494	\$3,669	\$3,852	\$4,045
Police Sergeant	421	\$5,065	\$5,318	\$5,584	\$5,863	\$6,156	\$6,464
Property & Evidence Officer	290	\$2,635	\$2,767	\$2,905	\$3,050	\$3,203	\$3,363
Public Safety Dispatcher	290	\$2,635	\$2,767	\$2,905	\$3,050	\$3,203	\$3,363
Records Clerk	270	\$2,385	\$2,504	\$2,629	\$2,761	\$2,899	\$3,044