BRAWLEY POLICE SERGEANTS ASSOCIATION

Memorandum of Understanding

July 1, 2019 – June 30, 2021

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BRAWLEY
AND
THE BRAWLEY POLICE SERGEANTS ASSOCIATION
July 1, 2016 – June 30, 2019

ARTICLE 1 – INTENT

1.1 Pursuant to the Meyers-Milias-Brown Act and Employer-Employee Relations Resolutions of the City of Brawley, California, this Memorandum of Understanding has been entered into by the City of Brawley, a municipal corporation, hereinafter referred to as the "City" and the Brawley Police Supervisory Association, a.k.a., the Brawley Police Sergeants Association, hereinafter referred to as the "Association", which is to be in effect during the period of July 1, 2019, through June 30, 2021. The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the City and the Association, the establishment of equitable procedures for the peaceful resolution of differences and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions.

ARTICLE 2 – RECOGNITION

2.1 The City of Brawley continues to recognize the Association as the exclusive employees' organization for all regular, full-time Sergeants within the recognized bargaining unit of the Brawley Police Department.

ARTICLE 3 – NONDISCRIMINATION

3.1 As a result of this agreement, no person shall in any way be favored or discriminated against, by either the City or the Association, to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or physical handicap.

3.2 Neither City nor Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or not engage in Association activity or because of the exercise of any right provided to the employees by this agreement.

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ARTICLE 4 – MANAGEMENT'S RIGHTS RESERVED

4.1 The City retains all customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage affairs of the City or any department or function thereof. The rights of employees in the bargaining unit and the Association are limited to those specifically set forth in this Agreement, and the City retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The City shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard to such subjects.

4.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the following:

A. To direct and supervise all operations, functions, and policies of the Departments in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the City as they may affect employees in the bargaining unit.

B. To close, liquidate, or combine any department, office, branch, operation of facility, service, or combination thereof, or to relocate, reorganize, or combine the work of departments, divisions, officers, branches, operations of facilities for budgetary or any other pertinent reason.

C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.

D. To exercise complete control and discretion over this organization and the technology of performing its work and services, including implementing new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

E. To contract or subcontract work as determined by the City upon notification to the Association.

F. To designate and to assign all work duties.

G. To determine promotional opportunities and the need for and the qualifications of new employees, transfers, and promotions.

H. To discipline, suspend, demote, or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.

I. To determine the need for additional education courses, training programs, on-the-job training and cross-training and to assign employees to such duties for periods to be determined by the City

J. To determine issues of public policy and take all necessary actions to carry out its mission in emergencies.

K. To determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City.

L. To determine the number and types of City operations, including but not limited to contractual matters and the processes and materials to be employed in carrying out all City functions.

M. The exercise of any management prerogative, function, or right, which is not specifically modified by this Agreement, is expressly retained by the City, subject only to the claimed violation of a specific provision of this Agreement, which may be subject to the provisions of **Article 48 – Grievance Procedures**.

ARTICLE 5 – EMPLOYEE RIGHTS

5.1 The parties to this Agreement fully support the concept of the Public Safety Officers' Procedural Bill of Rights Act, Sections 3300, et seq., of the Government Code.

5.2 The City shall maintain only one official employee personnel file, and that file shall be kept by the City of Brawley Personnel Administrator.

5.3 All employees shall have the right to review their personnel file at reasonable times by making an appointment with the City of Brawley Personnel Administrator.

ARTICLE 6 – SAVINGS CLAUSE

6.1 If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable due to any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration this Memorandum.

6.2 In the event of invalidation of any article or section, the City and the Association agree to meet within 30 days for the purpose of renegotiating that article or section.

ARTICLE 7 – RATIFICATION

7.1 It is agreed that this Memorandum of Understanding (MOU) is of no force or effect until ratified by both parties.

ARTICLE 8 – IMPLEMENTATION

8.1 This Memorandum of Understanding shall be in full force and affect when signed by the City Manager, the Association, and attested to by the City Clerk.

ARTICLE 9 – SCOPE OF REPRESENTATION

9.1 The scope of representation of the Association shall include all matters relating to employment conditions and employer/employee relations including (but not limited to) wages, hours, and other terms and conditions of employment as provided for and defined by the Meyers-Milias-Brown Act, Section 3500, et seq. California Government Code.

ARTICLE 10 – CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS

10.1 The provisions of this MOU shall constitute the wages, hours, and working conditions for the employees during the term of this MOU, and shall not be revised to adversely affect the employees of the Association during the term of this MOU.

10.2 The parties by mutual agreement may reopen negotiations on any matter covered by this MOU or on any matter that affects the employees' wages, hours, and terms and conditions of employment.

ARTICLE 11 – SALARY

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11.1 Police Sergeants', upon appointment, shall be paid at the following rate of pay beginning with Step 1. EMT Roll-in steps are rescinded effective June 2000 and only affect Sergeants who qualified for the benefit prior to that date.

11.2 **Merit / Step Increases Frozen:** Effective July 01, 2019 through June 30, 2021, no additional Merit / Step pay increases will be authorized by the City. All pay will be frozen at the employee's rate of pay that is in effect on June 30, 2019. This freeze applies to all Association employees.

Base Pay Effective as of 06/30/2019

Step 1	Step 2	Step 3	Step 4	Step 5
$5,578.98	$5,857.93	$6,150.82	$6,458.36	$6,781.28

Base Pay Pursuant to EMT Roll-in

Step 1	Step 2	Step 3	Step 4	Step 5
$5,858.42	$6,150.82	$6,458.36	$6,781.28	$7,120.35

11.3 A one- time longevity bonus of $1,000 for staff who reach the fifth year anniversary date at the rank of Sergeant. All other members of BPSA will be paid a one -time bonus of $500. This bonus will be paid in July 2019.

ARTICLE 12 – OVERTIME PAY

12.1 Authorized overtime will be paid to employees in accordance with Fair Labor Standards Act (FLSA) law. Employees shall have the option of taking compensatory (Comp) time in lieu of overtime pay as described in **Article 17**.

12.2 If an employee is required to work on the employee's regularly scheduled day off, that employee shall receive overtime pay or comp time, at the employee's option.

12.3 All overtime shall be paid at the Fair Labor Standards Act "regular rate of pay".

12.4 Effective July 1, 2019, all new hires will earn overtime only for hours worked.

ARTICLE 13 – CALL-BACK PAY

13.1 **3 hours Overtime:** If an employee is required to return to their place of employment after completing a normal workday, the employee shall receive overtime pay for a minimum of **three (3) hours at time and one-half**. The employee shall have the option of taking comp time in lieu of callback pay and the employee called back will remain on duty if requested by the Chief of Police or his designee.

ARTICLE 14 – ON-CALL TIME PAY

14.1 **3 hours per day at straight time:** Employees placed "on-call" by the Chief of Police or his designee shall be readily accessible by mobile phone, landline, or other agreed upon method of communication and shall report to the Brawley Police Department within one-hour, or less, when ordered. Employees not assigned to investigations shall be paid **three hours pay for each day assigned to on-call**. Employees shall be paid overtime pay for all time actually worked unless that time falls within their regular work schedule.

14.2 **Investigations:** The Sergeant assigned to the investigations Division shall be compensated at the rate of **$25 for each day assigned as the on-call investigator** Monday through Friday and **$30 for each weekend day** (Saturday and Sunday) **or holiday**. Normally only one (1) investigator will be assigned as the "on-call" investigator at a time. Approval of the Chief of Police is required to assign more than one (1) on-call investigator at a time.

ARTICLE 15 – TEMPORARY SUPERVISOR PAY

15.1 When a Sergeant is appointed by the Chief of Police to temporarily assume the duties of a Commander, that employee shall receive a 5% increase above the employee's regular rate of pay for hours worked in the performance of those duties.

ARTICLE 16 – PROMOTIONAL REQUIREMENTS / MERIT INCREASES

16.1 **Merit / Step Increases:**

Merit / Step Increases Frozen: Effective July 01, 2019 through June 30, 2021, no additional Merit / Step pay increases will be authorized by the City. All pay will be frozen at the employee's rate of pay that is in effect on June 30, 2019. This freeze applies to all Association employees.

Shared Financial Benefits: BPSA and the City agree to a payout of 1% of annual base pay (incentives excluded) if the City's General Fund balance in FY 2019/2020 increases by 3% or more over FY 2018/2019.

16. 2 **Promotion from Police Sergeant to Police Commander:**

A. Satisfactory completion of twenty-four (24) months service as Police Sergeant.

B. Possess an Advanced P.O.S.T. Certificate or ninety (90) units of college credits.

C. Must successfully compete in a competitive promotional process, which may consist of a written and oral examination, or an assessment center process, achieving a minimum score of seventy percent (70%) for each testing process identified.

D. If the written exam / oral exam promotional process is used the oral panel shall consist of three examiners, each of whom shall hold the minimum rank of Captain and shall be recruited from personnel outside the Brawley Police Department. The

written examination for this process will be consistent with promotional Police Commander Examinations offered by Cooperative Personnel Services (CPS).

E. If the Assessment Center promotional process is used, the evaluators shall consist of personnel from outside the Brawley Police Department.

F. Employees competing for Commander will be advised of the type of testing that will be administered and the general area of testing in sufficient time to prepare.

G. The eligibility list for Commander shall expire one (1) year after publication. The eligibility list may be extended for one (1) additional year at the discretion of the Chief of Police.

H. Employees promoted to the rank of Commander shall serve a one (1) year probationary period from the date of appointment.

I. Promotion from the Commander's list shall be based on the "rule of three."

ARTICLE 17 – COMPENSATORY TIME-OFF

17.1 **100 Comp Hours Max:** Sergeants entitled to receive time and one-half pay in a pay period may elect to have that time logged as "comp time" and may accumulate "comp time" up to a maximum of one-hundred (100) hours. However, overtime earned from grant funded sources is not eligible to be applied to the "comp bank" and will therefore be paid out at time and one half pay of the officer's pay rate at the time the overtime is worked. Comp time shall be converted to the equivalent of straight time hours (i.e., one hour overtime equals one and one-half hours comp time). The intent of comp time is to avoid paying overtime whenever possible. **Employees are responsible for ensuring their "comp time" bank balance does not exceed 100 hours.**

17.2 The practice of advancing comp time shall not be permitted.

17.3 Accrued comp time shall be vested and shall remain to the employee's credit until used or compensated at straight time pay.

17.4 When an employee's employment terminates for any reason, all comp time shall be paid to the employee at the employee's current rate of pay.

17.5 An employee may use their comp time to extend their regular vacation period with the approval of the Chief of Police. The Chief of Police shall not unreasonably deny use of comp time to extend an employee's regular vacation period.

17.6 **Submitting for Comp Time:** Any employee desiring to use his/her comp time credits for equivalent time off shall give at least five (5) days advanced written notice, through the chain-of-command, and obtain the approval of the employee's Division Commander. If two or more employees request the same time off and the department cannot spare more than one (1) employee for that period, the conflict shall be resolved by the Division Commander as follows:

A. If both employees give at least five (5) days advance notice, preference shall be given to the employee senior in rank. If both are equal in rank, then preference shall be given to the employee having the longer continuous service in said rank.

B. If one employee gives, at least five (5) days advance notice and the other gives less than five (5) days, then the employee who gave the five (5) days notice shall be considered first.

C. If neither employee gives five (5) days notice, then the employee who first requested the time off shall be considered first.

D. Compensatory time off may be denied in accordance with federal regulations and the Fair Labor Standards Act.

ARTICLE 18 – HOLIDAYS

18.1 Authorized Holidays are as follows:

January 1 – New Year's Day
Third Monday in January – Martin Luther King, Jr. Day
Third Monday in February – President's Day
Last Monday in May – Memorial Day
July 4th – Independence Day
First Monday in September – Labor Day
November 11th – Veteran's Day
Fourth Thursday in November – Thanksgiving Day
December 25th – Christmas Day
One (1) Floating Holiday

18.2 All regular, full-time employees of the Brawley Police Department identified as "Shift Employees", e.g., Patrol Division, Investigations Division (excluding Sergeants who may be assigned to task force groups) shall receive holiday pay for the holiday's delineated Article 18.1 as follows:

A. **Holiday Bank:** Each month the following shall be deposited into a Holiday Bank on the first pay period: a sum equal to the Sergeants hourly rate multiplied by

eight (8) hours multiplied by the nine (9) holidays and divided by twelve (12) months to give employees a monthly holiday leave bank. Accumulated unused Holiday Bank time will be paid to the employee on the first pay period in December; or, Sergeants may use accumulated time as time off.

18.3 All regular full-time sergeants of the Brawley Police Department not identified as "Shift Employees"; shall be paid their normal rate of pay, including pay for holidays as described in Article 18.1; however, they shall not be required to work the described holidays unless otherwise directed by the Chief of Police or his designee.

18.4 **Working on Holidays:** Any employee who works on one of the nine holidays (excluding the Floating Holiday) listed in Section 18.1 above shall receive in addition to their regular pay and holiday pay (as defined above) one-half (½) times premium pay for all hours worked on that holiday

18. 5 For the purposes of holiday pay, the holiday shall begin at 12:01 a.m. and end at 12:00 midnight the next day.

18. 6 **Floating Holiday:** Employees shall be credited each fiscal year with one (1) day floating holiday time. The time credited to the employee shall be equal to the number of hours the employee is regularly scheduled to work on a regular workday. Hours may vary depending on assignment, and may change during the fiscal year if the employee's assignment is changed. The intent is to provide the employee one (1) paid holiday in addition to the nine (9) calendar holidays listed in Section 18.1. Employees may take the floating holiday time at their discretion by forwarding a Floating Holiday leave request, at least five (5) days in advance, through the chain-of-command, for approval by their Division Commander. If the employee does not use his/her floating holiday time before June 30 of the fiscal year, he/she will lose such time.

ARTICLE 19 – CLOTHING ALLOWANCE

19.1 **$1,400 per year:** Each employee, regardless of rank or assignment, shall receive a clothing allowance of $1,400 per year. All regular employees will be paid in advance for their clothing allowance in July of each year.

19.2 Clothing allowance for new "lateral" employees shall be included in the lateral employee's first full pay cycle.

19.3 All regular full-time sergeants, whose employment terminates for any reason, shall refund that year's clothing allowance to the City. The amount owed the City will be prorated based on the number of months remaining in that employees final calendar year.

ARTICLE 20 – VACATIONS

20.1 All regular full-time employees, including probationary employees, will accrue vacation leave.

20.2 Vacation leave shall be accrued at the following rates and credited to the employee in monthly increments. For this section, a month is a calendar month or major portion thereof:

A. (0 – 5 years) two weeks (80 hours) per year.

B. (5 – 15 years) three weeks (120 hours) per year.

C. (15 years or more) four weeks (160 hours) per year.

20.3 Employees initially entering City service may not take vacation time until they have completed their probationary period.

20.4 Employees may accumulate up to two (2) years' vacation at any point in time. It is the employee's responsibility to monitor their vacation time. The City Manager may allow additional accumulation in unusual circumstances that require an employee to forego vacation for the convenience and benefit of the City.

20.5 Employees, including probationary employees, leaving the service of the City shall be paid in a lump sum for unused vacation time. The maximum buy back is two (2) years and the employee will be paid at the employee's current hourly rate.

20.6 The purpose of vacation benefits is to allow each employee time away from his/her job for rest, recreation, and pursuit of non-employment objectives. It may be necessary to allow employees, if the employee so requests, to take vacation leave that has not been earned. In such cases, the approval and justification by the Chief of Police with the final approval of the City Manager shall be required. In no case shall more than one (1) year of annual leave be granted to an employee under the provisions of this rule. Subsequent vacation leave earned by an employee in such circumstances will be automatically applied toward repayment of the amount of advanced vacation leave granted. If an employee separates from the City service prior to repaying the unearned vacation leave, the amount of the remaining unearned leave will be deducted from the employee's final paycheck.

20.7 An employee desiring to take all or part of his/her vacation leave shall forward a leave request through the chain-of-command to their Division Commander for consideration. Requests for vacation time should be submitted as early as possible, preferably two-weeks in advance. In cases where only a few vacation days (four or less) are requested, the leave request shall be submitted at-least five (5) days in advance.

ARTICLE 20: VACATION LEAVE
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20.8 Vacation leave shall be taken in full day increments.

20.9 The Chief of Police, or his designee, shall take into account department needs when determining whether to grant the employee vacation time off. The Chief of Police shall not unreasonably deny said vacation request.

20.10 If two or more employees request the same time off and the department cannot spare more than one (1) employee for that period, the conflict shall be resolved by the Division Commander giving preference to the employee who submitted their time off request first. If both employees submitted their requests at the same time, preference shall be given to the employee having the longer continuous service with the department.

20.11 For employees hired before July 1, 2019, all vacation used shall be counted as time worked for calculation of overtime.

20.12 **VACATION LEAVE BUY BACK:** The Vacation Buy Back Program shall be provided to employees who elect for the City to buy back accrued vacation time at the maximum amount of 40 hours, or one workweek, per year. To be eligible, an employee must utilize at least 40 hours of vacation time in the preceding 12-month period and retain a minimum balance of 40 hours of vacation time accrued. In June of each year, the City's Finance Department shall provide Vacation Leave Buy Back notices to eligible employees. Employee payments shall be made in July of each year.

ARTICLE 21 – SICK LEAVE

21.1 Sick leave, with pay, shall be granted to all full-time employees of the Brawley Police Department.

21.2 Employees shall accrue eight (8) hours of sick leave for each calendar month, or major fraction thereof. Sick leave may be accumulated without limit.

21.3 The practice of advancing sick leave shall not be permitted.

21.4 In order to receive compensation while absent on sick leave, the employee shall notify his immediate supervisor, or the Chief of Police prior to the time set for beginning his daily duties. Employees shall give at least **one-hour's advance notice** so that a replacement may be found.

21.5 For employees hired before July 1, 2019 paid sick leave shall be counted as time worked for the purposes of computing overtime, sick leave, or vacation pay.

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ARTICLE 21: SICK LEAVE
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21.6 No employee shall be entitled to sick leave, with pay, while absent from duty for the following causes:

A. Disability arising from sickness or injury purposely self-inflicted or caused by his own willful misconduct, including intoxication or the result there from.

B. Sickness or disability sustained while on leave of absence other than regular vacation leave or sick leave.

C. Disability or illness arising from compensated employment other than the City of Brawley.

21.7 Any employee absent at the start of their shift due to illness or injury who recovers sufficiently during the course of their shift to report for work is required to do so. In such a situation, the employee involved shall only be charged for actual sick leave used to the nearest one-half (1/2) hour.

21.8 Upon approval of the Chief of Police or designee, accrued sick leave shall be granted to an employee for the following reasons:

A. When incapacitated to perform job duties due to illness, injury, pregnancy, or childbirth.

B. When receiving required medical or dental treatment or examination.

C. **Bereavement**: Upon the death of an immediate family member sick leave may be used up to a maximum of three (3) consecutive days including the day of the funeral. Immediate family is defined as a spouse, parent, sibling, child, grandchild, and grandparent, or any in-law of the employee's spouse bearing any of the previously specified relationships.

D. Sick leave may be granted in extraordinary circumstances in which the Chief of Police believes such a leave will have a beneficial effect on employee's morale and welfare.

21.9 Any employee leaving the employment of the City of Brawley after fifteen (15) consecutive years of employment shall receive payment of twenty-five percent (25%) payoff of their sick leave balance at the time of separation.

21.10 Termination of an employee's continuous service, except by reason of lay-off, lack of work or funds, shall abrogate all sick leave accrued to the time of termination, regardless of whether or not such person subsequently re-enters the City's service. No payment shall be made to any employee for unused sick leave accumulated to his credit at the time of his termination with the City except as covered in Section 21.10.

21.11 Sick leave shall not be considered a right that the employee may use at his discretion, but shall only be used as specified in Section 21.9.

21.12 Any employee willfully abusing sick leave shall be subject to discipline.

ARTICLE 22 – CATASTROPHIC LEAVE

22.1 Vacation credits may be transferred from one or more eligible City employees to another eligible City employee, on an hour for hour basis (proration to and from Local 1967 represented employees shall be administered by the Finance Director), in accordance with Departmental guidelines, and approval, and upon the request of both the receiving employee and the transferring employee, under the following conditions:

22.2 The receiving employee is required to be absent from work due to injury, or the prolonged illness of the employee has exhausted all earned leave credits, including but not limited to sick leave, vacation, and compensatory time, and is therefore facing financial hardship.

22.3 The transfer must be for a minimum of four hours and in whole hour increments thereafter. Transfers may be "metered" by the appointing authority.

22.4 The total vacation credits received by an employee shall not normally exceed 520 hours; however, if approved by his/her appointing authority, the total vacation credits may be up to 1040 hours. Total vacation credits in excess of 1040 hours will be considered on a case-by-case basis by the appointing authority subject to the approval of the City Manager.

22.5 The transfers are irrevocable, and will be indistinguishable from other vacation credits belonging to the receiving employee. Transfers are subject to all taxes required by law.

22.6 Transfers shall be administered according to the rules and regulations of the City's Finance Director, and made on a form prescribed by the Finance Director. Approval of the appointing authority will be provided on such forms.

22.7 This program is not subject to the Grievance Procedure.

ARTICLE 23 – P.E.R.S.

23.1 Safety Employees will be enrolled in P.E.R.S. 3% at age 50 for Local Safety Members, One-Year Final Compensation. The City shall continue to contribute to the Public Employees' Retirement System according to the rule as set by the Public Employees' Retirement System. Effective October 1, 2012, all employees began paying their own 9% PERS contribution, at that time each classification received a 7% salary increase.

23.2 Any safety employee hired after January 1, 2013 may be subject to the PEPRA retirement formula of 2.7%@57 and shall pay a portion of the normal cost as outlined by P.E.R.S.

ARTICLE 24 – INSURANCE

24.1 City Contribution Toward Flexible Benefits Plan

Insurance premium costs shall be borne by the employee except that the City shall pay 75% of the employee chosen medical plan premium. The employee shall pay the 25% of the employee chosen medical plan premium and any other benefit plan the employee chooses.

ARTICLE 25 – WORKERS' COMPENSATION

25.1 An employee receiving temporary disability payments under the Workers' Compensation laws for an on-the-job injury, occurring while employed by the City of Brawley, may use accumulated sick leave in order to continue to maintain his/her regular income.

A. All Peace Officers injured in the line of duty are subject to Labor Code 4850. Once Labor Code 4850 time has been exhausted, the City will deduct one-half (½) day, per working day of absence, from the employee's sick leave and the remainder will be paid as regular hours. All disability payments, pursuant to Section 4850 of the Labor Code, are entitled to accumulate sick leave during such period of disability.

ARTICLE 26 – MILITARY LEAVE

26.1 Military Leave shall be granted in accordance with the provisions of State and Federal Law.

26.2 Any employee of the Brawley Police Department who is or becomes a member of any military reserve or California National Guard shall immediately notify the Chief of Police.

Employees will be given time off to attend their two-week annual active duty requirement.

26.3 When an employee is required to attend monthly reserve meetings, the employee's work schedule shall, as manpower needs permit, be rearranged so that he or she will be able to work his or her forty-hour week and still attend required reserve meetings.

ARTICLE 27 – COURT PAY

27.1 **4 hours pay:** Personnel who appear pursuant to an official request from a legally constituted body regarding matters arising out of, or associated with, their employment; or, are required to stand-by for a court appearance will be paid four hours at regular pay. This includes Attorney's offices when subpoenaed, or when requested to appear by a superior.

A. When any request, as described above, is cancelled less than three (3) hours in advance, and the employee has inquired of the agency requesting his appearance three (3) hours prior to his scheduled appearance, and the agency cancels the appearance after his inquiry, the employee is be entitled to pay as described.

27.2 When available, Brawley Police Department vehicles shall be used for employee transportation. If not available, **Article 34**, Automobile Allowance, shall be applicable.

27.3 For purposes of this Article, time shall be started when the employee leaves the Brawley Police Station and end when the employee returns to the Brawley Police Station.

ARTICLE 28 – USE OF CITY FACILITIES

28.1 The Association may, with the approval of the City Manager, be granted the use of City facilities, for off-duty meetings of the Police Department employees, provided space is available. All such requests will be in writing to the City Manager.

28.2 The Association may, with the approval of the Chief of Police, be granted the use of police facilities, for off-duty meetings of the Police Department employees, provided space is available. All such requests will be in writing to the Chief of Police.

28.3 The use of City equipment other than items normally used in the conduct of business meetings; e.g., desks, chairs, blackboards, is strictly prohibited.

ARTICLE 29 – ACCESS TO WORK LOCATIONS

29.1 Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without notifying their supervisor, Watch Commander, or the Chief of Police. Access shall be restricted so that the normal operations of the department, or established safety or security requirements, are not interfered with.

29.2 Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, campaigning for office, conducting elections, and distributing literature, shall not be conducted during working hours.

ARTICLE 30 – PAYROLL DEDUCTION

30.1 The City shall deduct dues from the wages of Association members who have voluntarily authorized Association dues be deducted from their pay. The City shall pay to the Association any monies the Association advises should be deducted from the members' wages. The form of the authorization shall be approved by the City and the Association.

30.2 The City agrees not to honor check-off authorizations or dues deductions authorizations executed by any employee in the bargaining unit in favor of any other labor organization or any organization representing employees for purposes of negotiation for wages, hours, working conditions, and other fringe benefits for its members.

30.3 The Association agrees to indemnify, defend, and hold the City harmless against all claims or suits that may arise out of or because of action taken by the City in reliance upon any authorization document submitted by the Association to the City.

30.4 The Association agrees to refund to the City any amounts paid to it in error because of payroll deduction provisions upon presentation of proper evidence of error or mistake.

30.5 Dues deduction authorizations shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing on March 1; except, authorization may be withdrawn by an employee during a period of twenty (20) days each year, ending March 20. If such authorization is not revoked during that period, it shall continue so long as the Association is the recognized representative of the employee.

30.7 The Association will notify the City thirty (30) days prior to the effective date of any change in their dues. If the City is notified of an increase that reflects a seventy-five percent (75%) or more cumulative increase in dues since the employee last signed a dues

authorization payroll deduction form, the City may require that employee to execute an additional dues authorization reflecting the new amount of the Association dues.

ARTICLE 31 – TUITION REFUND PROGRAM

31.1 The intent of the tuition refund program is to encourage and financially assist employees to continue their education and broaden their backgrounds to improve job knowledge, skills, and capacities, in their present job, and to prepare for advancement within City employment. And to assist the City, through employee development, in achieving the maximum use of human resources in attaining departmental objectives including Affirmative Action goals.

31.2 **$1,000 Law Enforcement and College Courses:** Eligible employees will be reimbursed 100% of the tuition, fees for textbooks, and supplies under certain conditions, up to a limit of $1,000 per fiscal year for general college courses and/or professional and technical, law enforcement related courses offered by accredited colleges, universities, business, trade, or correspondence schools, or by an otherwise accepted trade professional association or institute, as determined by the Chief of Police.

Conditions under which reimbursement may be approved are as follows:

A. The course work must relate to the applicant's present position or must be beneficial to the employee's City related professional development, or must enhance career advancement potential within the City as follows:

   1. An improvement in skills or knowledge required by the present position;
   2. Preparing the employee for significant technological changes occurring in his/her City related career field;
   3. Preparing the employee for changes in duties due to the different use of a position or class;
   4. Preparing the employee for the assumption of new and different duties as a result of a recent promotional appointment; or
   5. Preparing the employee for promotional opportunities within the employee's present career series with the City, supported by a logical education plan of accomplishment approved by the department director.

B. Requests for reimbursement must be approved by the Chief of Police and the City Manager for enrollment in the course.

C. Reimbursement claims for tuition fees, required textbooks, and/or supplies must be supported by receipts and verified by the Chief of Police, and the City Manager upon completion of the course with a grade of at least "C", "Satisfactory", "Pass", or the equivalent.

D. Employees eligible for tuition reimbursement are those full-time employees who have completed their probationary period.

E. The minimum amount of tuition reimbursement, which will be approved for any employee, is $5.00 per course.

F. The employee must not be receiving funds for the same course from any source, such as Veteran's benefits, scholarships, etc.

G. Tuition fees for City sponsored courses for which academic credit is granted by an accredited college or university shall be reimbursable under this program, subject to the limits described above.

31.4 **Requesting Reimbursement:** Employees meeting the eligibility rules shall complete a "Request for Approval of Tuition Reimbursement" prior to enrollment in the class.

A. The original form completed by the employee shall be routed to the Chief of Police for signature of approval.Upon approval by the Chief of Police, the Chief of Police will forward the form to the City Manager for signature of approval.

B. Upon approval by the City Manager, the form will be returned to the Chief's Administrative Assistant who will notify the employee of approval, or disapproval, and maintain the original form until the employee completes the course.

C. Upon completing the course, the employee shall contact the Chief's Administrative Assistant to finalize the reimbursement form and furnish receipts of payments made and evidence of satisfactory completion.

D. The Chief of Police will then process a "Request for Direct Payment" to provide for reimbursement to the employee.

31.5 No employee shall be paid more than $1,000 per fiscal year for tuition reimbursement.

ARTICLE 32 – OTHER COMPENSATION

32.1 **Intermediate POST:** 2.5 percent (2.5%) of base pay premium to employees holding an intermediate POST certificate from CA. Police Officer Standards and Training (POST).

32.2 **Advanced POST:** 5 percent (5%) of base pay premium to employees holding an advanced certificate from CA. Police Officer Standards of Training (POST).

A. **5% Max:** No Officer shall receive more than a five (5) percent total increase for their POST certifications.

32.3 **Range Master:** 2.5 percent (2.5%) of base pay premium to any employee filling a Range Master position.

324 **Tactical Defense Instructor:** 2.5 percent (2.5%) base pay premium to any employee serving as the Department's Tactical Defense Instructor.

32.5 **Training Coordinator:** 2.5 percent (2.5%) base pay premium to any employee filling the Department Training Coordinator position.

32.6 **Bilingual Pay:** 5 percent (5%) base pay premium to employees assigned to a bilingual position, as determined by the Chief of Police. The City Manager shall determine the employee's level of competency of Spanish communication and may require periodic evaluation of incumbents receiving bilingual premium.

32.7 **Shift Differential**: An employee whose normal work shift includes 12:01 AM shall receive shift differential pay of $100 per pay period.

ARTICLE 33 – SAFETY EQUIPMENT

33.1 The City agrees to provide safety equipment to peace officers of the Brawley Police Department including, but not limited to service weapon, holster, duty belt and ammunition, baton, handcuffs, off-duty holster, whistle, flashlight, flashlight batteries and flashlight bulb, chemical agents and chemical agent holder, utility jacket, protective vest, riot helmet with face shield, gas mask, and equipment bags.

ARTICLE 34 – AUTOMOBILE ALLOWANCE

34.1 Any employee who is required to use his personal automobile in the course of his employment with the City shall be reimbursed for each mile actually traveled on official business in any one calendar month according to the City of Brawley's travel policy.

34.2 Any employee who is required to travel in the performance of their duties to attend an authorized meeting or conference outside Imperial County, which is of benefit to the City, shall be reimbursed for reasonable expenses incurred for meals, lodging, and incidentals.

34.3 All travel and reimbursement expenses should be approved in advance. All travel outside the State of California, and all travel greater than 500 miles (one-way) from Brawley shall adhere to the current City of Brawley Travel Policy.

34.4 Automobile allowance and reimbursement for expenses shall be recommended by the Chief of Police and approved by the City Manager.

34.5 No allowance shall be made for transportation between the employee's home and the Brawley Police Station.

ARTICLE 35 – LEAVE WITHOUT PAY

35.1 A regular status employee may be granted a Leave of Absence without pay for a good reason, for a period not to exceed ninety (90) days, without prejudice to the employee's status, but no vacation or sick leave shall accrue during this period.

35.2 Leave without pay may not be granted until all accumulated vacation and comp time leave is used.

35.3 Additional leave without pay may be granted for compelling reasons.

35.4 To apply for said Leave without pay an employee shall file a written application to the Chief of Police for consideration.

ARTICLE 36 – PROBATIONARY PERIOD

36.1 The probationary period permits both the supervisor and the employee to become acquainted and to determine the adaptability and fitness of the employee for the assigned work. The employee will find this period helpful in evaluation of the City, his duties, his work, and other satisfaction.

A. The probationary period for Brawley Police Officers promoted from within to the position of Police Sergeant will be for one (1) year from the date of appointment.

B. The probationary period for lateral officers hired to the position of Police Sergeant from outside the Brawley Police Department rank-and-file will be for one and one-half (1½) years from their date of hire.

C. The probationary period for Brawley Sergeants promoted, from within, to the position of Police Commander will be for one (1) year from the date of appointment.

36.2 All employees will be given a written evaluation by the employee's immediate supervisor in accordance with **Exhibit "B"**.

ARTICLE 37 – LAYOFFS AND RECALL

37.1 If it becomes necessary to lay off employees of the Brawley Police Department, it shall be based on seniority. Before any regular, full-time employee may be laid off, all temporary and part-time employees shall be laid off.

37.2 Before the City may hire any new employee, the City shall first recall any employee laid-off within the last twenty-four (24) months. All regular employees shall be recalled before any temporary or part-time employees are recalled or hired.

37.3 Recall from layoff shall be in the reverse order in which the employees were laid off.

ARTICLE 38 – SENIORITY

38.1 The seniority of an employee shall be based upon the number of calendar months of continuous service in the Brawley Police Department. Periods of absence on leave shall be credited as continuous service. An employee who is dismissed for cause or who voluntarily resigns shall lose all seniority credited to them prior thereto and subsequent reemployment of the employee shall not restore their lost seniority. Any employee laid off after acquiring regular status shall, after reinstatement, regain the seniority credit he possessed at the time of layoff provided the reinstatement is within twenty-four (24) months of their layoff.

ARTICLE 39 – BASIC WORK WEEK

39.1 The work period will be a fourteen (14) consecutive day period which shall begin Tuesday at 12:01 AM. The City shall pay overtime for all hours worked after eighty hours during the work period.

39.2 **5/8 Shifts:** Employees working a five day, 40 hour week (designated 5/8) shall work eight hours per day for five days in any workweek and shall receive two consecutive days off within that work week.

39.3 **4/10 Shifts:** Employees working a four day, 40 hour week (designated 4/10) shall work ten hours per day for four days within any one work week and shall receive three days off which must be consecutive within that workweek.

39.4 **9/80 Shifts:** Employees working nine hour days (designated 9/80) shall work four (4) nine (9) hour days with one (1) eight (8) hour day with two (2) consecutive days off, then work four (4) nine (9) hour days followed by three (3) consecutive days off.

39.5 **3/12 Shifts:** Employees working twelve-hour days (designated 3/12) shall work three (3) twelve (12) hour days with four (4) consecutive days off, followed by three (3) twelve (12) hour days and one (1) eight (8) hour day with three (3) consecutive days off.

39.6 Nothing herein shall be construed to limit the authority to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies.

39.7 **Rest Periods:**

A. **5/8, 4/10 and 9/80 Shifts:** All full-time employees working either the 5/8 shift, 4/10 shift, or the 9/80 shift shall be entitled to two (2) fifteen minute rest periods and one (1), one-half (½) hour (30 minute), lunch break per shift without loss of pay.

B. **3/12 Shifts:** All full-time employees working a 3/12 shift shall be entitled to three (3) fifteen minute rest periods and one forty-five (45) minute lunch break per shift, ***excluding*** that employees ***eight (8) hour day***, which entitles them to two (2) fifteen minute rest periods and one (1), one-half (½) hour (30 minute), lunch break per shift without loss of pay.

C. **Rest Period Restrictions:** No employee shall take their rest period or lunch break within the first hour of their shift or during the last hour of their shift. Employees shall not extend rest periods or lunch breaks by combining one with the other.

ARTICLE 40 – LEGAL REPRESENTATION

40.1 Upon request of an employee and subject to any limitations provided by law, the City will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than the City in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of the City.

40.2 Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in the City pursuant to the provision of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between the City and the employee.

40.3 Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 41 – EXCHANGE OF DAYS OFF OR SHIFTS BETWEEN EMPLOYEES

41.1 It shall be the policy of the Brawley Police Department to allow employees to exchange days off or shifts under the following conditions:

A. Both parties to the exchange must be willing to make the exchange and must obtain the approval of their Division Commander.

B. Request for the permanent exchange of shifts can be made up to seven days prior to the effective date of the schedule. Thereafter, only in the case of a verifiable appropriate reason, that does not inconvenience the department, will an employee be authorized to exchange shifts after the posting of the final schedule.

C. No officer shall be authorized to remain on the same shift for a period exceeding one year.

D. Exchanges of days off or shifts shall be kept within respected divisions, unless otherwise authorized by the Chief of Police or his designee.

E. Requests for exchange of days off or shifts shall be made, in writing, at least five days in advance of the day of exchange.

F. The "ten hour rule" time elapsed between shifts does not apply to exchange of days off or shifts.

G. Time and one-half shall not apply to exchange of days off or shifts.

ARTICLE 42 – PEACEFUL PERFORMANCE OF CITY SERVICES

42.1 Participation by any employee in a strike or work stoppage is unlawful and shall subject the employee to disciplinary action up to and including discharge.

42.2 No employee organization, its representatives, or members shall engage in, cause, instigate, encourage, or condone a strike or work stoppage of any kind.

42.3 As used in this section "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges, or obligations of employment.

ARTICLE 43 – LIGHT DUTY

43.1 Police Officers placed on light duty shall provide a written statement from a physician stating the reasons why they are being placed on light duty, their abilities/limitations, and the estimated length of time. This must be presented to the Division Commander and Chief of Police the same day the physician places said employee on light duty. The length of working days is left to the discretion of the Chief of Police.

43.2 An employee who is on light duty per a physician's order shall immediately notify their Division Commander and the Chief of Police when their restricted duty status changes in any way, and when they are available for full duty. The employee shall provide the Chief of Police a physician's statement of release from light duty to full-unrestricted duty, or a physician's order delineating any other change in their light duty status. Employees placed on any medication that may impact their ability to function normally must immediately inform their Division Commander and the Chief of Police.

43.3 The Chief of Police will, as needed, prepare a general job description for the employees of the Brawley Police Department for the purpose of allowing the physician treating an employee to specify exactly the types of duties an employee may or may not perform on light duty.

43.4 The City will attempt to provide light duty at the convenience of the City as long as work is available.

ARTICLE 44 – QUALIFYING AT THE POLICE RANGE

44.1 The City shall pay each sworn officer required "to qualify" with their firearm(s) at the range, for all off-duty hours spent at the range, at the employee's applicable overtime rate.

44.2 For this Article, "to qualify," means a sworn officer will be firing/shooting required weapon(s) at the range for the purpose of training, testing, or qualifications.

ARTICLE 45 – OUTSIDE EMPLOYMENT

45.1 To ensure that outside employment does not interfere with an employee's work duties and/or availability during an emergency, all employees shall provide the Chief of Police with the name and address of his current outside employer, the type of work, and the number of hours per week said employee will be working and the approximate length of said employment.

45.2 Any employee, weather currently or not currently employed by anyone (including self-employment) other than the City of Brawley shall file with the Chief of Police a Notice of Intent to Work. The Notice of Intent to Work shall include the name and address of their business (if self-employed), current or prospective outside employer, the type of work, the number of hours per week, and approximate length of employment. The Chief of Police will process the Notice of Intent to Work through the Office of the City Manager for consideration.

45.3 The City may deny outside employment if aspects of the employment compromise the employee's posture as an employee of the Police Department, creates a conflict of interest, or may be detrimental to the good image of the City of Brawley. Approval for outside employment shall be obtained prior to accepting employment, or creating one's own business.

ARTICLE 46 – EMPLOYER-EMPLOYEE RELATIONS

46.1 The City or the officers of the Association may mutually call for a meeting at a reasonable time, date, and place regarding any matter of concern in the interest of maintaining good employer-employee relations.

46.2 Nothing in this Article shall be construed to make any of these meetings a "meet and confer" session.

ARTICLE 47 – ADVANCE NOTICE

47.1 The City shall give reasonable advance written notice to the Association of any proposed change or new ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council.

ARTICLE 48 – GRIEVANCE PROCEDURES

48.1 A grievance is a complaint by an employee, which has been reduced to writing, in accordance with Section 48.6, concerning the application or interpretation of personnel ordinances, resolutions, rules, regulations, policies, practices, procedures, or memoranda of understanding affecting the working conditions of City employees, including but not limited to, matters regarding suspensions, demotions, dismissals, promotions, and departmental discipline; or, any dispute concerning the interpretation or application of the Employer-Employee Relations Resolution, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights' decision on wages, hours, and other terms and conditions of employment.

48.2 Scope. This grievance procedure shall be used to resolve every grievance for which no other method of solution is required or provided by law.

48.3 General Procedures. The grievance shall be presented either by the employee affected or by a representative of his/her choosing.

48.4 Objectives. This grievance procedure is established to accomplish the following objectives:

A. To settle the disagreement at the employee-supervisor level, if possible.

B. To provide an orderly procedure to handle the grievance, through each level of supervision if necessary, with final decision vested in an impartial third party.

C. To resolve the grievance as quickly as possible.

D. To correct, if possible, the cause of the grievance to prevent future similar complaints.

E. To reduce the number of grievances by allowing them to be expressed, thereby, adjusting and eliminating grievances.

F. To promote harmonious relations among employees, their supervisors, and the departmental staff.

G. To insure fair and equitable treatment of all employees

48.5 Informal Complaint Procedure. Informal Complaint disposition shall precede the use of the formal grievance procedure. The employee who has a complaint shall discuss his complaint with his immediate supervisor no later than ten (10) working days after the occurrence of the incident causing the complaint. If the immediate supervisor fails to reply to the employee within five (5) working days after the complaint is discussed or the employee is not satisfied with any decision, the employee may utilize the formal grievance procedure.

48.6 Formal Grievance Procedure

A. The formal grievance procedure shall be initiated no later than ten (10) working days after the cessation of informal disposition.

B. The formal grievance shall be initiated by the filing of a written grievance, within the time period set forth above. The formal written grievance shall minimally contain:

1. Name of grievant.
2. Class title.
3. Department.
4. Grievant mailing address.
5. A clear statement of the nature of the grievance, citing applicable ordinance, rules, regulations, or action.
6. The date upon which such grievance occurred.
7. The action taken as a result of the informal complaint procedure.
8. A proposed solution to the grievance.
9. Date of execution of the grievance form.
10. Signature of the grievant.
11. The name of the organization or individual, if any, representing the grievant, followed by the signature of said organization or individual.

C. Said written grievance shall be filed with the Department Head, and he/she shall investigate the grievance and shall confer with the grievant, his/her representative, and any other employee or employees involved, in an attempt to resolve the grievance. Within ten (10) working days after the written grievance is first submitted to the Department Head, said Department Head shall make and file a decision in writing.

D. If the grievance is not resolved by the Department Head to the satisfaction of the grievant, he/she may, within no more than five (5) working days from receipt of the Department Head's decision, request consideration of the grievance by the City Manager by so notifying the City Manager in writing.

   1. Within ten (10) working days after such notification, the City Manager shall investigate the grievance, confer with the persons affected and their representative, and render a decision in writing.

E. If the decision of the City Manager resolves the grievance to the satisfaction of the grievant, said decision shall bind the City of Brawley, the City Council thereof, and the individuals involved.

48.7 <u>Appeal Procedure</u>

A. If the decision of the City Manager does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal to the Brawley Police Employee Relations Commission.

B. Final appeal from the decision of the City Manager may be filed, in writing, with the Commission not more than five (5) working days after the grievant receives the City Manager's decision.

C. The parties shall, no later than ten (10) working days after the grievant notice to the Commission of his/her decision to submit his appeal to the Commission, request the Commission to set a hearing date and time.

D. The Commission shall meet in the City of Brawley within thirty (30) working days after a request for a hearing has been filed.

E. The Commission may call any employee as a witness and such employee, if on duty, shall be released from duty for the purpose of such appearance without loss of pay.

F. The rulings of the Commission with respect to the procedure and all objections to the exclusion or inclusion of evidence shall be the final administrative decision.

48.8 Time Periods. All time periods specified in this Article may be extended by the mutual consent of the parties.

ARTICLE 49 – RENEGOTIATION

49.1 In the event the Association desires to "meet and confer" in good faith on the provisions of a successor Agreement, it shall serve upon the City, its written request to commence meeting and conferring in good faith, as well as its written proposal for such successor agreements.

49.2 The City shall submit to the Association within thirty days, its amendments, additions, deletions, or changes to any of the provisions of this agreement, or counter any of the Articles proposed by the Association. Unless the City submits to the Association within those thirty days its amendments, additions, deletions, or changes to any of the provisions of this Agreement or counters any of the articles proposed by the Association, this Agreement shall constitute City's full proposal for a successor Agreement, except in matters of salaries. Upon receipt of such notice and proposals, meet and confer shall begin. Notwithstanding the above, if federal or state governments take action that has a direct effect upon areas that fall within meet and confer, the City and the Association may submit proposals concerning these areas later.

49.3 This MOU shall remain in full force and effect until a new MOU is negotiated and signed by the City and the Association.

ARTICLE 50 – DISCIPLINE OF AN EMPLOYEE

50.1 The City may only discipline an employee for just cause. In the case of disciplinary action involving suspension, demotion, or discharge, the employee shall be given notice of the

action to be taken, the evidence or materials upon which the action is based, and an opportunity to respond to the Chief of Police either orally or in writing within five (5) working days of the notice of the action. The above process will occur prior to imposition of the discipline.

50.2 All employees have the right to appeal their discipline according to the grievance procedure. Written notice of discipline shall inform and remind the disciplined employee of this right.

50.3 Disciplinary appeals shall be conducted pursuant to the rules of the Brawley Police Employee Relations Commission. The rules are attached as Exhibit "A" and are incorporated by reference.

ARTICLE 51 – DISCIPLINARY ACTION

51.1 Upon written request of an employee, through the chain of command starting with the Division Commander, then to Chief of Police, and finally to the City Manager, the employee shall have all written reprimands, including oral reprimands reduced to writing, removed from said employee's personnel file, which were issued more than twenty-four (24) months prior to the request, providing that no ensuing similar discipline has occurred.

51.2 **Personnel Files:** Any employee, who has any material adverse to their employment relationship placed in their personnel file, shall be allowed to file a complete written response to the material within 30 days of its placement in the file. The Police Department will notify an individual of the placement of such material in their file by certified mail, or by hand delivered notice, which must be signed as proof of receipt by the employee, within 30 days of its placement. Should there be a failure to notify, the material will be considered void and removed from the personnel file. The rights to protection of the personnel file established herein shall survive the termination of the employee should such material be placed into the file without the knowledge of the employee or after his/her termination.

A. **Formal reprimands** without further penalty that are more than two (2) years old, and those with additional penalty more than five (5) years old, will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to disciplinary actions that show patterns of similar misconduct as defined in the Departmental Rules and Regulations and Departmental Instructions. All officers shall have the right to review their personnel file and identify all such documents. Upon concurrence of the Chief of Police that such documents have been appropriately identified, they will be placed in an envelope, sealed, and initialed by the officer. The envelope will be placed in

the officer's personnel file and will be opened in the event the officer is subject to future discipline.

ARTICLE 52 – P.O.S.T. TRAINING

52.1 P.O.S.T. required training shall be paid at the employee's regular hourly rate.

52.2 Required training outside of the County of Imperial where per diem is paid, shall be paid at the employee's regular hourly rate, based on a normal eight (8) hours per day, forty (40) hour workweek.

52.3 It is the intent of the City that all Brawley Police Department employees should have equal opportunities to attend P.O.S.T. training.

52.4 This City shall continue its current policy of placing all funds it receives as reimbursement for P.O.S.T. Training in the "Revolving Training Account".

ARTICLE 53 – BULLETIN BOARD

53.1 The Brawley Police Sergeants Association shall have the use of the bulletin board located in the main hallway of the Police Department. Material placed on the bulletin board shall be at the discretion of the Association and shall be removed by management only in the event the material is offensive, defamatory, or attacks a candidate or political office within the City government.

53.2 The intent of this Article is not to infringe upon the right of the Brawley Public Safety Employees' Association's use of said bulletin board, but to share the space in an atmosphere of cooperation with each other.

53.3 This Article is of no force, and the Brawley Police Sergeants Association agrees not to post any items on said bulletin board without the written permission of the BPSEA.

ARTICLE 54 – SHIFT ROTATION

54.1 The Patrol Division will have a maximum of six (6) months for shift rotation.

54.2 Shift rotation shall occur in such a way that no Police Sergeant is offered less than 80 hours during the rotation period. Any employee working more than 80 hours shall be paid time and a half overtime in accordance with current FLSA regulations.

MOU SIGNATURE PAGE

The foregoing Agreement has been approved and ratified by the City and the Brawley Police Sergeants Association.

CITY OF BRAWLEY

Rosanna Bayon Moore, City Manager

BRAWLEY POLICE SERGEANTS ASSOCIATION

Jesse James Rotner, President

STATE OF CALIFORNIA
COUNTY OF IMPERIAL
CITY OF BRAWLEY

I, ALMA BENAVIDES, city clerk of the City of Brawley, California, do hereby certify the within to be a true and correct copy of the original instrument on file in my office.

IN WITNESS Whereof, I have hereunto set my hand and affixed the official seal of the City of Brawley, California this 3rd day of July 2019.

Alma Benavides, City Clerk

ATTEST:

Alma Benavides, City Clerk

The City Council unanimously ratified agreement between City of Brawley and Brawley Police Sergeants Association on July 2, 2019. m/s/c Kastner-Jauregui Couchman 5-0

City Seal

EXHIBIT "A"

THE BRAWLEY POLICE SERGEANTS EMPLOYEE RELATIONS COMMISSION

1.1.1 Duties and Powers of the Employee Relations Commission

The duties and powers of the Commission shall be those prescribed by law and these rules.

General duties of the Commission are to:

a. Be the administrative appeals body in police personnel matters authorized by these rules. Said appellate authority includes appeals from actions involving:

   1. Discipline of classified police employees with regular status.
   1. Issuing final administrative rulings upon the appeal of a police disciplinary matter.

b. Be the final arbitrator of a police employee grievance pursuant to the grievance procedure set forth in the Memorandum of Understanding between the City of Brawley and the Brawley Police Sergeants' Association.

The Commission shall have the power to:

a. Administer oaths;

b. Subpoena witnesses and materials;

c. Make any necessary orders, in conjunction with an appeal, including but not limited to, back pay and classification adjustments;

d. Upon appeal, to affirm, revoke, or modify any disciplinary order, and may make any appropriate orders in connection with appeals under its jurisdiction. The Commission's decision shall be final and shall be followed by the City or the Association unless overturned by the Superior Court or Courts of Appeal. The Commission shall not have the authority to increase a proposed discipline of a police employee.

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1.1.2 Organization of the Commission

The Police Sergeants Employee Relations Commission will consist of three persons who shall be residents of the City of Brawley. One Commissioner shall be appointed by the City and one Commissioner shall be appointed by the Association. The third

Commissioner shall be appointed at the sole discretion of the two Commissioners appointed by the City and the Association.

Each Commissioner shall serve a two-year term beginning and ending at noon on the first Monday after July 1st and continue to serve until the appointment and qualification of a successor.

A Commissioner may be removed only for cause. A Commissioner shall be removed upon the conviction of any felony or crime of moral turpitude. Further, a Commissioner shall be removed upon two consecutive unexcused absences from noticed Commission meetings.

A vacancy on the Commission shall be fulfilled within thirty (30) days of its occurrence by the party having the power to appoint a Commissioner to the vacant position for the unexpired term.

1.1.3 Officers of the Commission

At the first meeting in July of each year, the Commission shall elect one member to act as Chairperson and one member to act as Vice Chairperson.

1.1.4 Absence of Chairperson

During the absence of the chairperson, the vice chairperson may temporarily serve as chairperson.

1.1.5 Quorum

Two Commissioners shall comprise a quorum to transact business at any meeting.

1.1.6 Minutes of Meetings

The minutes of the proceedings of the Commission shall be prepared and maintained by a Commissioner appointed by the Chairman on behalf of and subject to the approval of the Commission. The following shall be recorded in the minutes:

a. The time and place of the meeting

a. The names of the Commissioners present

b. All official acts of the Commission and votes given by the Commissioners, except when the action is unanimous

c. A Commissioner's dissent with the supporting reasons, when requested

The minutes, or a true copy thereof, may be examined by interested parties at times and conditions proscribed by the Chairperson.

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1.1.7 Communications and Requests to the Commission

Communications and requests to the Commission shall be made in writing and the substance of such request and the action taken by the Commission recorded in the minutes.

1.1.8 Meetings of the Commission

The Commission may convene the following types of meetings:

a. Regular meetings

b. Appeal hearings

All regular meetings of the Commission shall be open to the public. All appeal hearings shall be closed to the public except on the express waiver of the appellant.

1.1.9 Place of Meetings

The place of regular meetings and appeal hearings shall be at a place provided by the City.

1.1.10 Regular Meetings

Regular meetings of the Commission shall be held after public notice at the convenience of the Commission.

1.1.11 Appeal Hearings

Appeal hearings shall be called by the Chairperson within thirty (30) days of the filing of an appeal by an aggrieved employee or the Brawley Police Sergeants' Association.

GRIEVANCE APPEALS

2.1 Classified Service

This rule shall be applicable to persons in the classified service appointed to regular positions from eligible lists who have successfully completed the probationary period

for that position. Such persons shall only be removed with cause in accordance with this rule. All other persons in the classified service serve and may be removed by their Appointing Authorities without right of appeal under this section.

2.1.1 Any of the following shall be deemed sufficient cause for suspension, demotion, reprimand, transfer, or removal of any person:

a. That the employee is guilty of incompetency;

b. That the employee has been guilty of inefficiency;

c. That the employee has been guilty of insubordination;

d. That the employee has been guilty of dishonesty;

e. That the employee has been guilty of immorality;

f. That the employee has been guilty of profanity;

g. That the employee has been guilty of discourteous treatment of the public or other employees;

h. That the employee has been convicted of a criminal offense involving moral turpitude, where the conviction shall be construed to be a conviction by a verdict, by plea of guilty, upon judgment against the employee, upon a demurrer, or upon a judgment of a court, a jury having been waived, without regard to subsequent disposition of the case by suspension of sentence, probation, or otherwise. This section shall not apply to a conviction upon a plea of nolo contendere. The phrase "moral turpitude" shall be construed to mean any act of baseness, vileness, or depravity or any act contrary to justice, honesty, or good morals; or any act done with deception or through corrupts motives.

i. That the employee, through negligence or willful misconduct, has caused damage to public property or waste of public supplies.

j. That the employee has been absent without leave, contrary to the rules of the Commission, or has failed to report after leave of absence has expired, or after such leave of absence has been disapproved by the City; provided however that if such absence or failure to report is excusable, the Commission may dismiss the charges;

k. That the employee has been convicted of a felony in furtherance of, or while participating in, a riot or civil disorder;

l. That the employee has been guilty of negligence resulting in significant harm or significant risk of harm to the public or public service;

2.2.1 Before the Appointing Authority files any order in writing which proposes punitive action against a police employee, the pre-removal safeguards to the extent required by Skelly v. State Personnel Board (1975) 15 Cal. 3d 194 shall be followed. These pre-removal safeguards must include:

a. Notice of proposed action;

b. Reasons therefore;

c. A copy of the charges;

d. An opportunity to examine any materials upon which the action is based, and the right to respond either orally or in writing to the Appointing Authority imposing the discipline. Pre-removal hearings shall be before the City Manager or Assistant City Manager. At the employee's option, he may waive the right to a hearing before the City Manager or Assistant City Manager and select a hearing before the Chief of Police. Such notice shall be given a reasonable period of time prior to the date the discipline is to be imposed.

2.2.2 Notice Given

a. Before a person may be removed, suspended, reprimanded, or reduced in rank or compensation, the Appointing Authority shall file with the Commission and serve on the person a written order stating the specific reasons for the disciplinary action. Said order shall contain specific charges set forth clearly and with such particularity as will enable the employee to understand the charges and answer to them, and shall be filed with the Commission and a copy thereof shall be personally served on the employee forthwith or mailed to the employee's residence.

b. Each order of removal, suspension, reduction in rank or compensation, or reprimand shall contain in substantially the following language, notice of the employee's right to appeal to the Commission:

> If you wish to appeal this order to the Brawley Police Sergeants Employees Relations Commission, you must file such an appeal in writing with the Commission within twenty (20) days after this order is presented to you. Such an appeal must be in writing and delivered to the City Clerk at the Clerk's Office at City Hall.

2.3 Request for a Hearing

An employee who has completed the required probationary period, who is removed, suspended, or reduced in rank or compensation, may, within twenty (20) calendar days after presentation of the order of removal, suspension, or reduction as herein before provided, appeal to the Brawley Police Sergeants Employee Relations Commission from such order.

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2.4 Within twenty (20) days after notice of the disciplinary action has been served of the employee, an employee who wishes to appeal must file an answer to the charges with the Commission.

2.5 Time for Hearing

The Commission shall, within thirty (30) days from the filing of said appeal, notice a date of the hearing thereof, and shall, without delay, fully hear and determine the matter and either affirm, modify, or revoke such order, including dismissal of the discipline imposed, provided, however, the Commission shall not have the authority to increase any discipline that is set for hearing upon an appeal.

2.6 Conduct of Hearing

The appellant shall be entitled to appear personally, produce evidence, and to have counsel in a public hearing. The Appointing Authority may also be represented by counsel. All hearings shall be governed by these rules of practice and procedure. Technical rules of evidence shall not apply to such hearings, except that any evidence presented by either party shall be relevant to the issues before the Commission.

2.7 Record

The proceedings will normally be tape-recorded, however, either party at their own expense, may cause a court reporter to record the proceedings. Payment for production of transcript will be pursuant to Code of Civil Procedure section 1094.6.

2.8 Subpoenas

The Commission has the power to issue subpoenas and subpoenas duces tecum. The Chairperson or the Vice Chairperson of the Commission shall sign subpoenas and subpoenas duces tecum for witnesses for the Appointing Authority. The Chairperson and Vice Chairperson of the Commission shall also sign such subpoenas for witnesses for the employee, upon employee's written request.

2.9 An employee who has appealed to the Commission, or an attorney admitted to the practice of law in this state, and designated by such employee, or a designated employee representative, shall have the right to inspect any documents in the

possession of or under control of the Appointing Authority which are relevant to such appeal and which would lead to admissible evidence at a hearing on such appeal. The employee, or employee's attorney or employee representative shall have the right to interview other employees having knowledge of the acts or omissions upon which the removal, suspension, reduction in rank, or reprimand was based. Interviews with other employees and inspection of documents shall be at times and places reasonable for the employee and Appointing Authority.

2.10 Burden of Proof

The Appointing Authority shall have the burden of proof. The Appointing Authority shall go first in presenting evidence and the appellant shall have the right to cross-examine any witnesses presented. The appellant shall then have the right to produce any evidence in his or her behalf and the Appointing Authority shall have the opportunity to cross-examine witnesses presented. All evidence presented must be relevant and a decision by the Commission cannot be based solely on hearsay evidence. Upon the completion of evidence, the Appointing Authority shall have the opportunity to make final argument, followed by final argument by the appellant.

2.11 The findings and decisions of the Commission shall be final, and shall be certified to the Chief of Police from whose order the appeal is taken and shall forthwith be enforced and followed. The decision shall give notice of the time limits for judicial review as set forth in Code of Civil Procedure section 1094.5

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EXHIBIT "B"

PERFORMANCE EVALUATION DOCUMENTS

A. Performance Appraisal Report: See Pages 44 through 47.

B. On-Target Conference Report: See Page 48.

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PERFORMANCE APPRAISAL

☐ Annual
☐ Probation
☐ Reassignment
☐ Interim

CITY OF BRAWLEY
POLICE DEPARTMENT

PERFORMANCE APPRAISAL REPORT

Sick Leave Hours
Used During Rating Period _____

Rating Period: From ___/___/___
To ___/___/___

Name *(Last)* *(First)* *(Middle)* Rank Employee Number

Division or Station Assigned Duty Assignment

STANDARD FACTORS	UNSATISFACTORY	BELOW STANDARD	MEETS STANDARD	EXCEEDS STANDARD	OUTSTANDING
1. **CARE OF EQUIPMENT:** The extent to which the employee exercises proper operation and maintenance of equipment	☐ [illegible]	☐ [illegible]	☐ [illegible]	☐ Follows policies and procedures to result in the proper care, use and maintenance of equipment	☐ Demonstrates through self initiated effort a high degree of care and concern for all equipment. Ensures against loss or damage by initiating needed maintenance [illegible]
2. **COOPERATIVENESS:** The extent to which the employee is a team player and is willing to assist others to get the job done and practice harmony and good relationships	☐ [illegible]	☐ [illegible]	☐ [illegible]	☐ Takes every opportunity to assist others and actively participates as a team member. Behavior promotes harmony and good relationships	☐ Shows an exceptional interest in getting team results. Is self-sacrificing in efforts to help others get the job completed. Behavior consistently promotes harmony and good relationships
3. **COURTESY:** The extent to which the employee is polite, respectful, tactful, considerate and dignified	☐ [illegible]	☐ [illegible]	☐ [illegible]	☐ Recognizes the value of treating others with courtesy and respect [illegible]	☐ Makes an overt effort to be courteous. Demeanor commands the highest degree of respect and serves as a standard of excellence
4. **DILIGENCE:** The extent to which the employee can be relied upon to complete assigned work	☐ [illegible]	☐ [illegible]	☐ [illegible]	☐ Must be supervised or reminded to complete assignments in a timely manner	☐ Can be consistently relied upon to complete assigned work in a timely manner. Sets an example for others and supervisors in the duty required
5. **INITIATIVE:** Extent to which the employee displays the motivation necessary to produce without urging	☐ Lacks motivation and energy [illegible]	☐ [illegible]	☐ Displays an acceptable level of motivation and energy [illegible]	☐ Is motivated and needs little supervision. Frequently seeks assignments and volunteers for assignments	☐ Is only motivated and requires very little stimulation. Actively pursues every opportunity to increase productivity. Serves as an outstanding example for fellow workers, superiors and others
6. **JUDGEMENT:** The extent to which the employee considers all available facts before acting and is logical in conclusions and actions	☐ Does not consider obvious facts [illegible]	☐ Does not consider [illegible] facts before taking action	☐ Gives adequate consideration to [illegible] facts before taking action. Decisions are [illegible]	☐ In most cases decisions are sound and reflect thorough consideration of [illegible] facts	☐ Displays extraordinary insight and ability to analyze and evaluate facts. Resulting conclusions and actions are consistently reliable
7. **LEADERSHIP:** The extent to which the employee is able to accept the responsibility of leadership. Has the ability to organize, control and guide the work of others to obtain satisfactory results	☐ Does not demonstrate the ability to obtain the desired results through the work of others. Does not have the respect and confidence of others	☐ Displays some leadership capabilities. However, frequently fails to obtain the support of others and must be both reminded and prodded	☐ Displays leadership [illegible] in his position and [illegible] satisfactory results through the efforts of those [illegible] supervise	☐ Has the ability to organize, plan, control and guide others very effectively. Consistently gains the confidence and support of those supervised	☐ Actively seeks the responsibility of leadership. Possesses exceptional leadership ability to plan, control and organize. Regularly relied upon for advice, assistance and direction
8. **LOYALTY:** The extent to which the employee supports the department and its policies. The quality of rendering faithful and willing service towards the attainment of department goals	☐ Displays antagonism and resentful attitude toward the department and its policies	☐ [illegible]	☐ [illegible]	☐ Supports and defends the department and its policies, procedures and operation. Frequently provides willing and faithful service to the department without being [illegible]	☐ Actively supports, defends and promotes the department and its policies and instills such an attitude in others. Sets an exemplary example of devotion to duty

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STANDARD FACTORS	UNSATISFACTORY	BELOW STANDARD	MEETS STANDARD	EXCEEDS STANDARD	OUTSTANDING
9. **PERSONAL APPEARANCE:** [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10. **PERSONAL DEVELOPMENT:** [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11. **PHYSICAL FITNESS:** [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12. **QUALITY OF WORK:** [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
13. **SAFETY SKILLS:** [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
14. **SELF EXPRESSION:** [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
15. **STABILITY:** [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SUPERVISION / MANAGEMENT					
16. **COMMUNITY RELATIONS:** [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
17. **INSPECTION.** [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
18. **PERSONNEL DEVELOPMENT:** [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
19. **PLANNING & ORGANIZING:** The extent to which the employee plans and organizes work, utilizes available resources	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

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NON-SWORN PERSONNEL

STANDARD FACTORS	UNSATISFACTORY	BELOW STANDARD	MEETS STANDARD	EXCEEDS STANDARD	OUTSTANDING
20. **CALL INTAKE:** Handles incoming calls, obtaining needed information in an efficient, timely manner. Answers questions and/or routes calls as necessary.	☐ Indifferent to detail. Care specific, inconsiderate	☐ Displays non-system redness and courtesy	☐ Able to communicate in an acceptable manner	☐ Effective oral communication. Consistently creates a favorable impression	☐ Exceptional knowledge of procedures. Outstanding ability to communicate in a clear, concise and effective manner
21. **MONITORS/CONTROLS FIELD UNITS:** Simultaneously receives, keyboards, dispatches, enters, retrieves and updates stored information using CAD [illegible]. Prioritizes call monitors [illegible] status of field units [illegible]	☐ Requires constant supervision. Forgot? Demonstrates [illegible] safety techniques	☐ Frequently unable to communicate clearly and precisely. Exhibits difficulty [illegible]	☐ Generally displays good safety techniques. Able to communicate effectively	☐ Emotionally stable. Performs under pressure. Sets priorities effectively	☐ Consistently displays excellent ability to prioritize assignments, and utilize proper and effective safety techniques
22. **CAD OPERATION:** [illegible]	☐ Consistently [illegible]	☐ Requires [illegible]	☐ Work is completed in an acceptable manner	☐ Work product is consistently effective and requires minimal supervision	☐ Exceptional work product. Excels in completion of work, accuracy and thoroughness.
23. **OVERALL EVALUATION**	☐ **Unsatisfactory**	☐ **Below Standard**	☐ **Meets Standard**	☐ **Exceeds Standard**	☐ **Outstanding**

THIS OVERALL EVALUATION IS NOT AN AVERAGE OF THE STANDARD FACTOR RATINGS BUT IS BEING BASED ON:

1. The employee's [illegible] in the present assignment and performance therein during the evaluation period
2. Consideration of general needs of the department, comparing the capabilities and characteristics of this employee to departmental standards

24. **COMMENTS:**

25. **SPECIFIC ACHIEVEMENTS.**

26. **EMPLOYEE'S STRONGEST POINTS:** List at least one item; more are desirable. Describe each factor that is rated "outstanding".

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27. AREAS FOR IMPROVEMENT:

28. ADDITIONAL INFORMATION:

29. ACTION PLAN FOR IMPROVEMENT / DEVELOPMENT:

30. SIGNATURES and APPROVALS:

Evaluating Supervisor

Supervisor Reviewing w/ Employee

Commanding Officer

Chief of Police

I have discussed this report with a supervisor and understand that signing this evaluation does not necessarily imply agreement.

Signature

Date

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ON-TARGET CONFERENCE REPORT

ON-TARGET CONFERENCE REPORT

NAME RANK EMPLOYEE NUMBER

Last First Middle

DIVISION DATE OF LAST APPRAISAL ANNUAL ANNIVERSARY DATE

ACTION PLAN FROM LAST APPRAISAL

SPECIFIC PROGRESS TOWARDS ACTION PLAN OBJECTIVES

ADDITIONAL DIRECTION, IF ANY

SUPERVISOR COMMENTS

Reviewing Supervisor _____ Date _____

Employee Signature _____ Date _____

Division Commander _____ Date _____

Chief of Police _____ Date _____

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