MEMORANDUM OF UNDERSTANDING

BETWEEN

BRAWLEY PUBLIC SAFETY EMPLOYEES' ASSOCIATION

AND

CITY OF BRAWLEY

JULY 1, 2010 – JUNE 30, 2013

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BRAWLEY
AND
THE BRAWLEY PUBLIC SAFETY EMPLOYEES' ASSOCIATION
July 1, 2010 – June 30, 2013

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 Public Safety Employees' Association, hereinafter referred to as the "Association", which is to be in effect during the period of July 1, 2010, through June 30, 2013. 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 employees' organization for all regular full-time officers, and support staff (non-sworn) employees of the Brawley Police Department except for those who hold the rank of Sergeant or above.

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.

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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.

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ARTICLE 8 – IMPLEMENTATION

8.1 This MOU constitutes a mutual recommendation by the parties herein to the City Council that one or more resolutions be modified, rescinded, or adopted accepting this MOU and effecting the changes enumerated herein relative to the wages, hours, fringe benefits, and other terms and conditions of employment for the employees represented by the Association. 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 may not be revised in 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

11.1 All employees shall be paid at the rate of pay as specified in **Exhibit "A"**.

A. EMT Roll-in steps are rescinded for all employees effective June 2000 and only affect those employees who qualified for the benefit prior to that date.

11.2 Qualifications and minimum requirements for merit / step pay increases are defined in **Article 16**.

11.3 **Merit / Step Increases Frozen:** Effective July 01, 2011 through June 30, 2013, no additional Merit / Step pay increases and no additional incentive pay increases will be authorized by the City. All pay will be frozen at the employees' rate of pay that is in effect on June 30, 2011. This freeze applies to all Association employees and all ranges therein, Reference **Article 16** and **Article 32**.

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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 employees 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".

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 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, land line, 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:** Officers assigned to investigations 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 regular status employee is assigned by the Chief of Police, or his designee, to "fill-in", or temporarily assume, a supervisor's duties, the employee shall be paid at one-step above the employee's regular rate of pay for each full-shift / workday the employee is assigned to perform those duties.

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ARTICLE 16 – PROMOTIONAL REQUIREMENTS / MERIT INCREASES

16.1 **Basic Patrol Officer:** This pay range applies to newly hired officers who have not completed a P.O.S.T. Basic Police Academy and will apply for the period from date of hire to successful completion of the P.O.S.T. Basic Academy.

16.2 **Police Officer III:** Police Officer III applies to lateral entry officers who have successfully completed a P.O.S.T. Basic Police Academy. Officers hired at the Basic Patrol Officer Level will receive a merit increase to Police Officer III upon satisfactory completion of the P.O.S.T. Basic Academy. Advancement to Police Officer III shall be effective on the first scheduled work day the Basic Patrol Officer reports to the Department for duty.

16.3 **Police Officer II:** Merit increase from Police Officer III to Police Officer II shall be based on "satisfactory" completion of twelve months service as Police Officer III. "Satisfactory" completion of twelve (12) months service as Police Officer III shall be determined by the officers overall annual evaluation rating.

16.4 **Police Officer I:** Merit increase from Police Officer II to Police Officer I shall be based on "satisfactory" completion of twelve (12) months service as Police Officer II, and a minimum of fifteen (15) units of college credit. "Satisfactory" completion of twelve (12) months service as Police Officer II shall be determined by the officers overall annual evaluation rating.

16.5 **Merit / Step and Incentive Pay Increases Frozen:** Effective July 01, 2011 through June 30, 2013, no additional Merit / Step pay increases and no additional incentive pay increases will be authorized by the City. All employees' pay will be frozen at the employees June 30, 2011 rate of pay. This merit/incentive pay freeze applies to all Association employees and all ranges therein, reference **Article 11** and **Article 32**.

16.6 **Promotion from Police Officer I to Police Agent**

Minimum Qualifications:

A. Satisfactory completion of twelve (12) months service as Police Officer I.

B. Thirty (30) unit's minimum of law enforcement, or core general education, college credits from an accredited college or university.

C. Pass a proficiency oral examination with a minimum score of seventy percent (70%), based on advanced knowledge of various law enforcement subjects, including but not limited to: state and local laws, police administration, crime prevention, case law, and enforcement techniques.

D. The oral examination for Police Agent shall be held within thirty days of the employee's eligibility date.

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E. The oral examination board shall consist of three persons who hold the minimum rank of Sergeant, selected from either Brawley Police Department personnel, or persons not employed within the Brawley Police Department. The Chief of Police and/or City Manager may attend the oral examination as silent observers.

F. In the event the employee fails to achieve a passing score on the oral exam, they shall be eligible to compete for promotion once every three (3) months, for two (2) successive attempts. Should the employee unsuccessfully complete both subsequent examination processes, they shall be eligible to compete for promotion every six (6) months thereafter for two attempts. Re-examination after failing both of the 6-month exams shall be at the discretion of the Chief of Police. The oral board shall advise any person who fails the examination of the problem areas of deficiency so that the person may concentrate on these areas.

G. Upon appointment as an agent, the employee shall begin at Step 1.

H. An Agent at Step 1 shall advance to Step 2 after completing twelve (12) months of satisfactory service in Step 1. Merit increase shall be effective the first working day following the completed year.

I. An Agent at Step 2 shall advance to Step 3 after completing twelve (12) months of satisfactory service in Step 2 and the employee must have a minimum of forty-five (45) units of law enforcement related, or core general education, college credits from an accredited college or university. Merit increase shall be effective the first working day following the completed year.

16.7 **Promotion from Police Agent to Police Sergeant**

Employee must meet the following minimum qualifications:

A. Satisfactory completion of twelve (12) months service as a Step 3 Police Agent.

B. Minimum of sixty (60) units of college credit or Intermediate P.O.S.T. Certificate.

C. Must successfully compete in a competitive promotional process, which may consist of a written and oral examination, or an assessment center process, with a combined average minimum score of seventy percent (70%).

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 Lieutenant. One of the three oral board members may be from the Brawley Police Department. The written examination will be consistent with promotional Police Sergeant Examinations offered by Cooperative Personnel Services (CPS).

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E. If the Assessment Center promotional process is used, the evaluators may consist of one member of the Brawley Police Department. The remaining evaluators shall be from other than the Brawley Police Department.

F. Employees competing for Sergeant shall be advised of the type of testing that will be administered and the general area of testing in sufficient time to allow for preparation.

G. The eligibility list for Sergeant shall expire one (1) year after publication. Employees who have not satisfied the requirements of Section 16.6A through 16.6C may still compete in the promotion examination process, but must meet the time-in-grade and educational requirement prior to actual promotion.

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

I. Promotion from the Sergeant list shall be based on the "Rule of Three".

16.8 **Merit Increases for Support Staff Employees:**

A. **Step 1:** Newly hired employees will be paid at Step 1 during their first year of service. Merit increases shall be based on performance evaluations. Those employees receiving a "satisfactory" or above on their annual evaluation, shall be eligible to receive a merit / step increase.

B. **Step 2:** Upon a minimum "satisfactory" rating and completion of twelve (12) months service at Step 1, the employee shall be eligible to receive a merit increase to Step 2.

C. **Step 3:** Upon a minimum "satisfactory" rating and completion of twelve (12) months service at Step 2, the employee shall be eligible to receive a merit increase to Step 3.

D. **Step 4:** Upon a minimum "satisfactory" rating and completion of twelve (12) months service at Step 3, the employee shall be eligible to receive a merit increase to Step 4.

E. **Step 5:** Upon a minimum "satisfactory" rating and completion of twelve (12) months service at Step 4, the employee shall be eligible to receive a merit increase to Step 5.

F. **Head Dispatcher:** Upon an employee's appointment to the position of head dispatcher, that employee shall be paid at step 5.

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ARTICLE 17 – COMPENSATORY TIME-OFF

17.1 **100 Comp Hours Max:** Every employee 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. 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 his comp time to extend his 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 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 employees 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 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.

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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
Birthday Off (Non-Sworn Only)

18.2 All regular, full-time employees of the Brawley Police Department, identified as "Shift Employees", e.g., Patrol Division, Investigations Division (excluding personnel assigned to task force groups), and Communication Division personnel, shall receive holiday pay for the holidays delineated in 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 employee's 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 the employee may use accumulated time as time off.

18.3 All regular, full-time employees of the Brawley Police Department not identified as "Shift Employees", e.g., Records Division, Clerical personnel, Evidence/Property personnel, and Community Service Officers, 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.

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18.6 **Birthdays:** All non-sworn, support staff employees of the Brawley Police Department shall be granted their birthday as a paid holiday; however, employees required to work on their birthday, or who are unable to take their actual birthday off due to departmental needs, shall not be paid holiday pay or premium pay as described in Section 18.4. The birthday holiday should be taken on the employee's birthday if possible. Employees shall submit a Birthday Holiday Leave Request at least five (5) days prior to their birthday for processing by their supervisor. Employees who do not take their birthday holiday within five (5) days of their birthday shall forfeit their birthday holiday unless the delay is due to departmental needs.

18.7 **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 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 shall forfeit that time.

ARTICLE 19 – UNIFORM ALLOWANCE

19.1 **$1,000 per year:** Each employee, regardless of rank or assignment, shall receive a clothing allowance of $1,000.00 per fiscal year. All regular employees will be paid in advance for their clothing allowance in July of each year.

19.2 One year's clothing allowance for new employees shall be paid to them before the employee begins the Police Academy. For support staff employees, and lateral officers, one year's clothing allowance will be included in the new employees first full pay cycle.

19.3 All regular full-time employees, 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.

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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 be 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 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 their 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.

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20.8 Vacation leave shall only 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 a vacation request.

20.10 When there is a conflict in scheduling vacation periods, such conflict shall be resolved by the Division Commander giving preference to the employee who is senior in rank; and within rank, to the employee then having the longer continuous service in said rank.

20.11 All vacation used shall be counted as time worked for calculation of overtime.

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 Each employee 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 Evidence in the form of a physician's certificate may be required by the Chief of Police or his designee when an employee's absence is for more than three (3) consecutive workdays or when there is reason to believe that sick leave privileges are being abused. The Chief of Police may disallow sick leave, with pay, if adequate certificate of illness, if required, is not presented by the employee.

21.6 Paid sick leave shall be counted as time worked for the purposes of computing overtime, sick leave, or vacation pay.

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21.7 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.

21.8 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 (½) hour.

21.9 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.

21.10 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.

21.11 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.

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21.12 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.

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

21.14 **Sick Leave Buy-Back:** All employees who, as of June 30 of each year, have accumulated sick leave in excess of 192 hours (24 days) may elect to receive payment for one-half the unused sick leave earned in the immediately preceding twelve month period instead of further accumulating such unused sick leave provided that the buy-back does not reduce the total accumulated hours to less than 192 and provided not more than three sick leave days are used by the employee in that year.

A. In June of each year, the City Finance Department will provide sick leave buy-back notices to eligible employees. In the event an employee elects to receive payment for unused sick leave as provided herein, such payment shall constitute use of sick leave for the purpose of computing amounts to which the employee may be entitled for unused accumulated sick leave upon retirement or separation from the City pursuant to Section 21.10.

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.

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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% @ 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. The City shall pay the employees share of the Public Employees' Retirement System.

23.2 **General Members** will be enrolled in P.E.R.S. 2% @ age 55, 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. The City will pay the employees' share of the Public Employees' Retirement System.

ARTICLE 24 – INSURANCE

24.1 City Contribution Toward Flexible Benefits Plan

Insurance premium costs shall be borne by the employee excepting that the City shall make the following contribution towards the Flexible Benefit Plan (which includes health insurance). The employee's health insurance premium costs will be reduced by the amount the employee elects to distribute to his or her insurance premium costs from the City's contribution towards the Flexible Benefit Plan. The City's monthly contribution towards the Flexible Benefit Plan shall be:

Employee Only	$273.84
Employee + One	$549.26
Employee + Two or More	$703.67

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ARTICLE 25 – WORKERS' COMPENSATION

25.1 **Sworn Employees:** 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. 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 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.

25.2 **Non-Sworn / Support Staff Employees:** 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. The City will deduct one-half day per working day of absence from the employee's sick leave and the remainder will be paid as regular hours.

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.

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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 shall be entitled to his 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 prior 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 in writing to the City Manager.

28.2 The Association may, with the prior 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.

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ARTICLE 30 – PAYROLL DEDUCTION

30.1 The City shall deduct 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 any 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.

30.6 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 payroll deduction form reflecting the new amount of the Association dues.

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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 so as 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 **$250 Law Enforcement Courses:** Eligible employees will be reimbursed 100% of the tuition, fees for textbooks, and supplies under certain conditions, up to a limit of $250 per fiscal year for 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.

31.3 **$500 College Courses:** Employees will be reimbursed 100% of the tuition, fees for textbooks, and supplies, up to a limit of $500 per fiscal year for general college courses, leading to a college degree at an accredited college or university. This amount is in addition to the amount specified in this section.

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 Chief of Police.

B. Requests for reimbursement must be approved by the Chief of Police and the City Manager prior to 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.

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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.

31.3 **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.

B. Upon approval by the Chief of Police, the Chief of Police will forward the form to the City Manager for signature of approval.

C. 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.

D. 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.

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

31.4 No employee shall be paid more than $750 per fiscal year for tuition reimbursement.

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ARTICLE 32 – OTHER COMPENSATION

32.1 **Intermediate POST:** 2.5 percent (2.5%) of base pay premium to employees' holding an Intermediate certificate from the California Commission on Peace Officers Standard and Training (POST).

32.2 **Advanced POST:** 5 percent (5%) of base pay premium to employees' holding an Advanced certificate from the California Commission on Peace Officers Standard and 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.

32.4 **Field Training Officer (FTO):** 2.5 percent (2.5%) base pay premium to employees' filling the position of Field Training Officer.

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

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

32.7 **Communications Training Officer (CTO):** 2.5 percent (2.5%) increase will be provided to "CTO" qualified Communications Division employees while they are assigned a trainee.

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

32.9 **Incentive Pay Frozen:** Effective July 01, 2011 through June 30, 2013, no additional incentive pay increases will be authorized by the City. Pay for all Association members shall be frozen at the employees June 30, 2011rate of pay.

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.

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ARTICLE 34 – AUTOMOBILE ALLOWANCE

34.1 Any employee who is required to use his personal automobile in the course of 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, or 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 must be approved by the Chief of Police.

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 leave without pay an employee shall file a written application to the Chief of Police for consideration.

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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 all BPSEA employees will be for one and one-half (1½) years from date of initial hire.

36.2 All Brawley Police Officers promoted to the position of Police Sergeant shall be on probation in that position for a period of one (1) year.

36.3 All employees will be given written evaluations by the employee's immediate supervisor in accordance with **Exhibit "C"**.

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.

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ARTICLE 39 – BASIC WORK WEEK

39.1 The official workweek shall begin on each Sunday at 8:01 a.m. and shall end on Sunday of the following week at 8:00 a.m.; except as may be otherwise provided, an employee who occupies a regular position shall work forty (40) hours in each week including meals and rest breaks.

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, except for the position of relief dispatcher.

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 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 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.

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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 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 immediate supervisor and 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.

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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 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 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.

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ARTICLE 44 – QUALIFYING AT THE 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.

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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

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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 the 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, the 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 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.

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

48.7 **Appeal Procedure**

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 set a hearing date and time no later than ten (10) working days after the grievant files their notice with the Commission of their decision to submit an appeal to the Commission.

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.

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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 which fall within meet and confer, the City and the Association may submit proposals concerning these areas at later dates.

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 "B" and are incorporated by reference.

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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, an employee may request to have all written reprimands, including oral reprimands reduced to writing, removed from the 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 which 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 only 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".

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ARTICLE 53 – BULLETIN BOARD

53.1 The Brawley Public Safety Employees' 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 promotes or attacks a candidate or political office within the City government. The bulletin board shall be maintained in an orderly manner.

ARTICLE 54 – SHIFT ROTATION

54.1 The Patrol Division will rotate shifts every six (6) months.

54.2 Shift rotation shall occur in such a way that no officer 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 regulation.

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MOU Signature Page

The foregoing Agreement has been approved and ratified by the City and the Brawley Public Safety Employees' Association.

CITY OF BRAWLEY

_____

Gary Burroughs, City Manager

BRAWLEY PUBLIC SAFETY EMPLOYEES' ASSOCIATION

_____

Dave Holetz, BPSEA President

ATTEST:

_____

Alma Benavides, City Clerk

City Seal

EXHIBIT "A"

Effective 7/01/2010 thru 06/30/2013

Salary: Sworn Personnel

	Base	EMT Roll-In
Basic Patrol Officer	$3,601.13	$3,779.84
P.O. III	$3,755.66	$3,942.42
P.O. II	$3,902.16	$4,098.31
P.O. I	$4,090.23	$4,293.16

Police Agent

	Step 1	Step 2	Step 3
Base	$4,395.27	$4,594.13	$4,799.72
EMT Roll-In's	$4,615.63	$4,823.90	$5,040.24

Salary: Non-Sworn Personnel

Base

	Step 1	Step 2	Step 3	Step 4	Step 5
Head Dispatcher	$3,103.11	$3,238.19	$3,385.77	$3,538.36	$3,698.47
Dispatcher	$2,886.77	$3,015.66	$3,151.69	$3,293.71	$3,442.89
Comm. Svc. Ofcr.	$2,502.38	$2,613.81	$2,735.18	$2,856.55	$2,986.74
Receptionist	$2,049.13	$2,139.84	$2,236.38	$2,324.44	$2,440.08
Evidence Clerk	$2,406.13	$2,139.84	$2,629.98	$2,746.68	$2,871.87
Records Supervisor	$2,304.95	$2,406.37	$2,514.93	$2,613.96	$2,744.00
Records Clerk	$2,239.71	$2,338.26	$2,443.75	$2,539.98	$2,666.34

EMT Roll-In

	Step 1	Step 2	Step 3	Step 4	Step 5
Head Dispatcher	$3,256.94	$3,398.27	$3,553.36	$3,714.72	$3,886.07
Dispatcher	$3,027.59	$3,166.02	$3,309.23	$3,458.40	$3,612.33
Comm. Svc. Ofcr.	$2,528.14	$2,640.59	$2,761.53	$2,882.47	$3,014.02
Receptionist	$2,152.57	$2,248.05	$2,348.84	$2,440.08	$2,563.14
Evidence Clerk	$2,528.14	$2,640.59	$2,761.53	$2,882.47	$3,014.02
Records Supervisor	$2,420.20	$2,526.68	$2,640.67	$2,744.66	$2,876.06
Records Clerk	$2,352.17	$2,456.50	$2,566.65	$2,666.34	$2,800.82

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EXHIBIT "B"

THE BRAWLEY POLICE EMPLOYEE RELATIONS COMMISSION

1.1.1 Duties and Powers of the Employee Relations Commission

The duties and powers of the Commission shall be those proscribed 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 Employees 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.

1.1.2 Organization of the Commission

The Police 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.

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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 Police 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:

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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:

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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 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 Employee Relations Commission from such order.

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.

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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.

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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 "C"

PERFORMANCE EVALUATION DOCUMENTS

A. Performance Appraisal Report: See Pages 45 through 48.

B. On-Target Conference Report: See Page 49.

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PERFORMANCE APPRAISAL REPORT

☐ 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.	☐ Shows a complete disregard for, and is at times deliberately abusive towards equipment	☐ Is careless and inconsistent in the care and operation of equipment. Requires close supervision	☐ Makes a reasonable effort to ensure proper operation and maintenance of equipment.	☐ Follows policies and procedures to ensure above average care in the proper 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 / repair
2. **COOPERATIVENESS:** The extent to which the employee is a team player and is willing to assist others to get the job done and promote harmony and good relationships.	☐ Makes no effort to work with others to get the job done. General behavior creates disharmony and promotes poor relationships.	☐ Frequently has to be urged to assist others. Inability or lack of desire to be a team player lowers effectiveness.	☐ Participates as a team player. Behavior generally promotes harmony and good relationships	☐ Often seeks opportunity to assist others and actively participates as a team player. 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.	☐ Is often rude and disrespectful in manner and speech. Frequently antagonizes others	☐ Tact, tact and rude and courteous in manner. Can be courteous to others however, is not courteous as the rule	☐ Treats others with respect and generally displays a courteous attitude.	☐ Recognizes the importance of treating others with courtesy and respect and is able to maintain courteous demeanor even in an adverse situation	☐ 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 assignments	☐ Cannot be relied upon to complete an assignment except under the closest supervision.	☐ Often requires follow-up to ensure that an assignment is completed in a reasonable length of time	☐ Requires routine supervision to ensure that assignments will be completed in a reasonable length of time	☐ Minimum supervision required to ensure that assignments are completed within a reasonable length of time	☐ Can be consistently relied upon to complete assignments in a timely manner. Sets an example for others and supervision is rarely required.
5. **INITIATIVE:** Extent to which the employee displays the motivation necessary to produce without urging.	☐ Lacks drive and energy and must be continually urged to get results. Requires constant supervision and guidance	☐ Tends to be lazy and requires an inordinate amount of specific direction and supervision	☐ Displays an acceptable level of drive and energy. Only requires routine guidance and direction	☐ Is self-motivated and needs little direction. Frequently seeks assignments and takes advantage of opportunities to produce	☐ Is highly 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 in a situation and fails to act logically. Decisions are unreliable	☐ Does not always consider available facts, resulting in some illogical conclusions. Supervisors tend to question and review decisions	☐ Gives adequate consideration to all known facts before taking action. Decisions are generally accepted.	☐ In most cases decisions are sound and reflect thorough consideration of all known facts	☐ Displays outrageously 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	☐ Possesses leadership capabilities. However, frequently fails to gain the support of those who must be controlled and directed.	☐ Accepts a leadership role in keeping with the position and generally achieves satisfactory results through the efforts of those directed or controlled	☐ 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 antagonistic and resentful attitude towards the department and its policies	☐ At times openly criticizes the department, its procedures, policies and operation. While personally in disagreement, does not publicly provide support	☐ Generally supportive of the department and its policies. Performs willing and faithful service when called upon	☐ Supports and defends the department and its policies, procedures and operation. Frequently provides willing and faithful service to the department without being called upon.	☐ 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: The employee's ability to maintain a standard of personal appearance and neatness in keeping with the demands and prestige of the position.	Complies not enough: poor impression. Dresses somewhat or inappropriately.	Frequently has been found to be inappropriately or untidily dressed. Personal appearance [illegible]	Is presentable [illegible]	[illegible]	[illegible]
10. PERSONAL DEVELOPMENT: The extent to which the employee strives for self-improvement and self-development through education.	Rarely or never fails to participate in required training programs.	Occasionally fails to participate in required training programs.	Participates in [illegible] training programs [illegible]	[illegible] training programs and [illegible]	[illegible]
11. PHYSICAL FITNESS: The employee's physical condition level of endurance, and ability to react to a physically demanding situation.	Is unable to perform required duties due to a poor physical fitness level.	Is unable to [illegible] efficiently in a physically demanding situation or endure [illegible]	[illegible]	[illegible]	[illegible]
12. QUALITY OF WORK: The extent to which the employee completes work in a thorough neat, accurate and effective manner.	Work product consists of needs revision as a result of incompleteness, untidiness, inaccuracy or ineffectiveness.	Work product frequently reflects a lack of consideration for the factors of thoroughness, neatness and accuracy. An [illegible] amount of revision is necessary.	Work is completed in an acceptable manner. Occasionally [illegible] the need for revisions, neatness and thoroughness.	Work product is consistently [illegible] thorough, neat and accurate. Requires [illegible] revision.	Work product is exceptional. Sets an example for others. The completion of work is a very accurate, neat, thorough and effective manner.
13. SAFETY SKILLS: The extent to which the employee practices safety techniques in both routine and emergency situations.	Demonstrates little concern for the safety of self or others. Consistently violates safety procedures.	Frequently demonstrates poor safety techniques. Requires close supervision.	[illegible]	[illegible]	[illegible]
14. SELF-EXPRESSION: The extent to which the employee clearly communicates in a clear, precise and [illegible] manner.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
15. STABILITY: The extent to which the employee displays poise and controls emotions in routine or adverse situations.	Displays a serious lack of self-control. Cannot be relied upon in routine or emergency situations.	Frequently loses control of situation. Cannot be relied upon in routine and emergency situations.	Can be relied on in routine situations but [illegible]	[illegible]	[illegible]

SUPERVISION / MANAGEMENT

16. COMMUNITY RELATIONS: The extent to which the employee is involved in developing and furthering positive relationships between the community and the department.	Does not understand the value of community support. Makes no effort to establish good community relationships.	Does not always [illegible] of the need for community support. Makes little effort to develop and further positive community relationships.	[illegible] community support. Establishes [illegible] community relationships. [illegible]	[illegible] community support. Participates in community relationships.	[illegible] community support and community relationships. Participates and encourages subordinate participation in community-oriented programs.
17. INSPECTION: The extent to which the employee conducts ongoing inspections to reveal areas where improvement or correction is needed.	Fails to conduct inspections in order to reveal areas where improvement or correction is needed.	Inspections are inconsistent. Problems are often not revealed or not corrected.	Conducts regular inspections to reveal areas where improvement or correction is needed. Takes necessary action to correct problems.	[illegible]	[illegible]
18. PERSONNEL DEVELOPMENT: The extent to which the employee is involved in the professional development of subordinates through evaluation, training and discipline.	Not concerned with the professional growth training needs or discipline of subordinates.	Subordinate evaluations are superficial. Rarely involved in subordinate training. Is [illegible] appropriate [illegible]	Involved in the development of subordinates. Evaluations show [illegible] and thought. [illegible]	Demonstrates an exceptional interest in subordinate development. Takes [illegible]	Committed to the development and growth of subordinates. Evaluations reflect [illegible] involvement in the training and discipline.
19. PLANNING & ORGANIZING: The extent to which the employee plans and organizes work, utilizing available resources.	Does not effectively plan and organize work. Fails to utilize resources to achieve results.	Has difficulty in planning and organizing work. Does not always make use of available resources.	Generally plans [illegible] work and organizes. Sets [illegible]	Consistently and effectively plans and organizes work. Makes use of and directs available resources.	Demonstrates exceptional skill in planning and organizing work. Is innovative in identifying and utilizing resources.

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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, safety manner. Answers questions and re-routes calls as necessary.	☐ Indifferent to detail. Disrespectful. Poor attitude.	☐ Displays inconsistent politeness 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 commands. Prioritizes calls, monitors location/status of field units as required for citizen and officer safety.	☐ Requires constant supervision. Forgetful. Demonstrates poor safety techniques.	☐ Frequently unable to communicate clearly and precisely. Exhibits difficulty in self-control.	☐ 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:** Consistently demonstrates knowledge proficiency in the use of different aspects of the CAD System (i.e. incidents, routing, reports, CLETS, etc.)	☐ Consistently needs detailed instruction. Lacks initiative.	☐ Requires follow-up to complete tasks.	☐ 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 value 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: List at least one item, more are desirable. Describe each factor that is rated "unsatisfactory"

28. ADDITIONAL INFORMATION:

29. ACTION PLAN FOR IMPROVEMENT / DEVELOPMENT: Specifically indicate how each item in Section 27 can be improved and, where appropriate, how items in Section 28 may be further developed.)

30. SIGNATURES and APPROVALS:

Evaluating Supervisor _____ Print _____ Signature _____ Date

Supervisor Reviewing w/ Employee _____ Signature _____ Date

Commanding Officer _____ Signature _____ Date

Chief of Police _____ Signature _____ Date

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

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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