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## MEMORANDUM OF AGREEMENT

*between*

**BROADMOOR POLICE PROTECTION DISTRICT**

*and*

**BROADMOOR POLICE OFFICERS ASSOCIATION**

*For July 1, 2021, through June 30, 2022*

The Memorandum of Understanding hereinafter referred to as the "Agreement" is made and entered into at Broadmoor, California, this 1<sup>st</sup> day of July 2021, by and between the Broadmoor Police Protection District and the Broadmoor Police Officers Association. The use of the term "Memorandum of Agreement" or "Agreement" is to be considered the same as the term

Memorandum of Understanding contained in Section 3505.1 of the Government Code and shall constitute the parties' Collective Bargaining Agreement as well.

#### **ARTICLE 1—TERM**

This Memorandum of Understanding (hereinafter, "Agreement") shall become effective on July 1, 2021, except where otherwise provided, and shall remain in effect through June 30, 2022. It is the parties' intent that this Agreement, and each and every term, condition, provision, and each and every part hereof, whether procedural or substantive, apply retroactively in every and all respects to July 1, 2021, unless otherwise specified. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of their parties.

#### **ARTICLE 2 – RECOGNITION**

- 2.1 Except in case of emergency, the Association shall be given written notice of any ordinance, resolution, policy, rule, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board of Police Commissioners or Broadmoor Police Department and shall be given the opportunity to meet and confer with the District representative prior to its adoption. Such written notice shall be presented to the President of the Broadmoor Police Officer's Association.

#### **ARTICLE 3 – PURPOSE**

The Parties agree that the purpose of this Memorandum of Agreement is to: promote and provide harmonious relations, cooperation and understanding between the District and the employees covered herein; to provide an orderly and equitable means of resolving differences which may arise under this Agreement, and to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding wages, hours and other terms and conditions of employment of the employees represented by the Association.

#### **ARTICLE 4 – WAGES**

- 4.1 The salary ranges for sworn employees covered by this Agreement shall be indicated in Exhibit 1 attached hereto.

Effective the first full pay period following July 1, 2021, salary schedules will be adjusted by a two-point five percent (2.5%) pay increase. Minus one percent (1%) in CalPERS contributions.

Employees shall be required to complete the probationary period as provided by Section 21.1 prior to advancement from salary level "Officer I" to "Officer II". Employees will be granted a salary level increase every year following the completion of the probationary period until the highest salary level in the respective class is attained.

- 4.2 Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which such a new employee is appointed. In cases of unusual recruitment or of hiring exceptionally qualified personnel, initial salary may be at any step set by the Chief of Police, whose decision shall be final. Such salary may not be more than the maximum salary for the class to which the employee is appointed.
- 4.3 Any monthly, per Diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgement of the Chief of Police, such conversion is advisable.
- 4.4 Employees shall be evaluated by their supervisor on a bi-annual basis. If the employee's general performance and work habits are unsatisfactory, an increase in salary may be withheld, or the salary of the employee may be reduced by not more than maximum of five (5) percent within the established salary range of that employee. Such a reduction in salary shall occur upon recommendation of the Chief of Police and approval of the Board of Police Commissioners. Any employee shall, upon request, be given a statement of the justification for reduction in salary and shall be entitled to appeal as provided in Article 23.
- 4.5 Employees shall be paid in accordance with the policies of the San Mateo County Controller.

## **ARTICLE 5 – BILINGUAL COMPENSATION / FIELD TRAINING COMPENSATION**

5.1 An employee, who has tested, using a method approved by the District, proficient in speaking a second language as listed in section 5.1.2, shall receive a monthly stipend of \$100.00. Such compensation shall commence at the next pay period following satisfactory completion of the specified language test. Costs for the first test shall be paid by the District; Costs for any subsequent re-tests shall be paid by the employee.

5.2 For the duration of this agreement, the following languages shall qualify for an employee to receive Bilingual Compensation.

- Spanish
- Tagalog
- Chinese
- American Sign Language
- Any other common language within the demographics of the local community as determined by the Chief of Police or his designee.



5.3 An employee, who is assigned as a Field Training Officer and successfully passes and completes a P.O.S.T approved Field Training course, will be compensated \$150 a month but only while training.

## ARTICLE 6 – OVERTIME

- 6.1 All compensable overtime must be approved in advance by the Chief of Police or his designated representative; however, for emergency conditions the Chief of Police may approve exceptions to this procedure.
- 6.2 Except as provided in Section 6.3, an employee assigned to a five (5) eight (8) hour shift schedule authorized or required to work overtime who works in excess of eight (8) hours within twenty-four (24) consecutive hours, shall be compensated at the rate of time and one-half (1-1/2) the employee's regular hourly rate, except when such excess hours result from a change in such employee's work week or shift from the requirement that such employee fulfill his work week requirement. For Employees on a 12-hour shift schedule in classes permitted by Fair Labor Standards Act, overtime shall be defined as hours worked in excess of 168 hours in a 28-day period.
- 6.3 Employees attending scheduled training while off duty (including range training or qualification) shall be compensated at the rate of time and one-half (1-1/2) the employee's regular hourly rate, in compensatory time, unless otherwise authorized by the Chief of Police.
- 6.4 An employee assigned to work overtime may either request to be paid for such overtime worked or be credited with compensatory time, provided that the employee makes such election during the pay period in which the overtime is worked, and provided further, that in the event the employee requests payment for such overtime, the applicable budget for the Department may accommodate such payment. Payment for the authorized overtime worked, pursuant to this paragraph, shall be made as soon as practical, but in no event longer than two (2) pay periods after the pay period in which the overtime is worked. To receive overtime compensation, each employee must submit requests for such compensation within the same shift of the overtime worked.
- 6.5 Once compensatory time off has been approved and posted the employee shall be permitted to take such time off unless circumstances necessitate cancellation of such scheduled time off. In such event, the employee will remain credited with the compensatory time cancelled.
- 6.6 In the event two or more employees request the same time off they shall be permitted to take such time off, when approved by the Chief of Police, or his designated

representative. Employees shall submit such requests at least twenty-one (21) days in advance.

- 6.7 Except as provided in Section 6.8, overtime worked by the employee shall remain compensatory time to be taken. Any employee whose employment is terminated by reason of resignation, discharge, or retirement, and who, at the time thereof has accrued unused compensatory time, shall be paid for such time at the appropriate rate. In the event of the death of an employee who has accrued unused compensatory time, the appropriate payment shall be made to the executor of the will, the administrator of the estate or other representative, as authorized by law.
- 6.8 Notwithstanding the provisions of Section 6.7, the District shall have the authority to require employees to take time off to reduce the outstanding amount of accrued compensatory time off, subject to the following conditions:
- 6.8.1 In the event an employee's outstanding amount of accrued compensatory time off exceeds sixty (60) hours, the employee shall be required to take time off equal to the amount in excess of sixty (60) hours, or as otherwise directed by command personnel.
- 6.8.2 No employee shall be required to reduce his or her individual number of accrued hours of compensatory time below sixty (60).

#### **ARTICLE 7 – COURT APPEARANCE, COURT RECESS AND CALL BACK**

- 7.1 An employee who has completed his or her scheduled work shift and who has left the premises and is subsequently called back to work, shall be compensated either for the actual hours worked as provided by Section 6.2, or for a minimum of three (3) hours at the appropriate rate, whichever is greater. However, no employee shall be entitled to more than one (1) three (3) hours minimum for call back every twenty-four (24) consecutive hours.
- 7.2 An employee who is required to report work prior to the beginning of his or her scheduled shift, or who is required to work subsequent to the end of their scheduled shift, shall receive overtime compensation as set forth in Section 6.2 hereof.

The District shall recognize the importance of sufficient rest periods for officers; therefore, adhering to Broadmoor Police Department Policy 1032.7, which states:

“Absent emergency operations members should not work more than:

- 16 hours in one day (24 hour) period or
- 30 hours in any 2-day (48 hour) period or
- 84 hours in any 7-day (168 hour) period

Except in very limited circumstances members should have a minimum of 8 hours off between shifts. Supervisors should consider reasonable rest periods and are authorized to deny overtime or revert to off-duty status any member who has exceeded the above guidelines. Limitations on the number of hours worked apply to shift changes, shift trades, rotation, holdover, training, general overtime and any other work assignments.”

Any employee who has exceeded the above specified hours, absent “emergency operations”, shall be given relief from their shift with full pay until an 8-hour rest period has been attained. Upon meeting the minimum 8-hour rest period the employee shall report for their scheduled shift.

7.3 Any employee who as part of the assigned duties is required to appear in court (civil or criminal) shall be compensated as follows:

7.3.1 Employees who are required in the course and scope of their official employment to appear in court, other than during their regular tour of duty or shift hours, shall receive overtime pay at the rate of 1.5 times the employee’s regular hourly rate of pay. An employee shall receive a minimum of 3 hours overtime pay for such court appearances. An employee is only entitled to one claim of a 3-hour minimum pay per calendar date.

7.3.2 When requested by the subpoenaing authority, members assigned to *phone stand-by* are entitled to overtime compensation beginning upon arrival at court.

7.3.3 As a declaration of existing rights and obligations, the District shall continue to compensate a member, testifying or available to testify in court for any recess in the trial session, including but not limited to lunch periods at 1.5 times the employee’s regular hourly rate. Copies of subpoena(s) must be submitted with all compensatory requests when court is in session.



## **ARTICLE 8 – BREAKS, MEAL BREAK**

- 8.1 All sworn employees assigned to the classes set forth in Exhibit “T” of this Agreement shall be entitled to two (2) fifteen (15) minute breaks during each shift, and a forty-five (45) minute meal break during each shift, provided that the efficient operation of the Department is not impaired.
  - 8.2 All Sworn employees assigned to the classes set forth in Exhibit “T” of this agreement shall be limited to an eating establishment located within a five (5) mile radius of the District or with supervisory approval to exceed the five (5) mile radius.
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## **ARTICLE 9 – HOURS OF WORK/SHIFT SCHEDULE/ROTATION**

- 9.1 The workweek shall be seven (7) days commencing at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday.
- 9.2 The standard workweek for employees assigned to an eight (8) hours daily shifts shall be forty (40) hours per week. The standard workweek for employees assigned to a twelve (12) hour daily shifts shall be forty-two (42) hours per week.
- 9.3 Employees assigned to a five (5) eight (8) hour shift schedule shall be given two (2) consecutive days off except where due to a change in the employee’s work schedule, it is impossible to provide two (2) days off. Employees assigned to a (12) hour shift schedule shall work three (3) days on and shall be given four (4) consecutive days off, followed by four (4) workdays on and three (3) consecutive days off except where due to a change in the employee’s work schedule, it is impossible to provide three (3) or (4) consecutive days off.
- 9.4 Except as provided in Section 9.5, shift assignments will be for one (1) calendar year based on seniority. At the end of the one (1) year period, employees shall be rotated onto a shift assignment for the next calendar year. At the end of the second calendar year, the employee will be assigned to the shift preference by seniority, if available. Shift change notices will be posted at least sixty (60) days prior to the date of the annual shift assignments unless circumstances dictate otherwise. In the case of the latter, a reasonable effort shall be made to contact the affected employee(s).
- 9.4.1 Members will sign up for shifts by seniority in one-year increments. At the request of the member, and upon approval of the Chief of Police, a member may rotate between the day and night shift every July 1<sup>st</sup>, provided that the days of the week that are to be worked do not change.

- 9.5 At the discretion of the Chief of Police, or in the event the efficient operation of the Department would dictate otherwise such as, but not limited to: acts of nature, unforeseen work force shortage or other emergency; in the opinion of the Chief of Police, an employee's shift schedule or rotation may be modified at any time.
- 9.6 Whenever a vacancy is created in a shift that was to be worked by an employee represented by this Agreement, every attempt will be made by the District to fill the vacancy without delay. The District, with the assistance of represented employees, will develop a plan for the fair and equal assignment overtime shifts. The District will make a reasonable attempt to fill the vacancy with another employee represented by this agreement or utilize alternative staffing such as per-diems or reserve staff subject to the availability of personnel.

#### **ARTICLE 10 – SHIFT EXCHANGE**

All employees covered by this Agreement shall be permitted to exchange hours of work with other employees as herein provided. An employee requesting a trade shall submit a "Status Change" form to the Commander of Operations at least seventy-two (72) hours prior to the first day of trade. Written approval by the Chief of Police is required before the exchange can take place.

#### **ARTICLE 11 – HOLIDAYS**

- 11.1 The holidays to be observed are as follows: New Year's Day, Martin Luther King Day, Washington's Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day and every day proclaimed by the President of the United States, Governor of California, or Board of Police Commissioners as a public holiday, at the rate of twelve (12) hours per holiday.
- 11.2 Officers working on the actual holiday, will be compensated at time and a half for the holiday. Officers who are watch off on the actual holiday will be compensated with twelve (12) hours of straight compensatory time.



**ARTICLE 12 – VACATIONS**

12.1 All full-time employees covered by this Agreement shall be entitled to the following paid vacation:

Employees assigned to 80-hour pay period:		Officers assigned to 84-hour pay period:	
This would include the Chief & Admin Secretary			
Years of Service	Earned vacation hours	Years of Service	Earned vacation hours
	Per month		Per month
1-4	8	1-4	12
5	10	5	12
6	11	6	12
7	12	7	12
8	13	8	12
9	14	9	12
10 or more	14	10 or more	14

- 12.2 Each employee assigned to the classes set forth in Exhibit “T” of this Agreement, may carry over to the next subsequent cycle of twenty-six (26) Bi-weekly pay periods, not more than one hundred forty-four (144) hours of unused vacation leave, together with any earned vacation leave which the employee is prevented from using in the former cycle, during which it is accrued, because of a service-connected disability.
- 12.3 Upon written request, an employee will be paid in a lump sum for all unused vacation leave and compensatory time earned including prorate accrual for less than one (1) year of service, accrued in accordance with provisions of this Section prior to date of termination. For purposes of this Section, fractional amounts of earned vacation leave shall not include any amount of less than one (1) full month.
- 12.4 Each employee assigned to the classes set forth in Exhibit “T” of this Agreement shall submit requests for vacation leave to the Chief of Police prior to March 1. For employees assigned to twelve (12) hour shifts, vacation leave will be granted on a seniority basis for up to seven (7) days of vacation leave per request. Employees assigned to twelve (12) hour shifts enjoying more than seven (7) days of vacation will use the remainder of their leave at District discretion. For employees assigned to eight (8) hour shifts, vacation leave will be granted on a seniority basis for up to ten (10) days of vacation leave per request. Employees assigned to eight (8) hours shifts enjoying more than ten (10) days of

vacation will use the remainder of their leave at District discretion. Employee vacation leave requests not submitted by March 1<sup>st</sup> will require the Chief of Police's approval.

- 12.5 Times during the calendar year when an employee may take a vacation shall be determined by the Chief of Police, or his designated representative, with due regard to the needs of the Agency and request of the employee.

## ARTICLE 13 – SICK LEAVE

- 13.1 Upon completion of one (1) month of full-time continuous service, each employee shall be allowed one (1) day of credit for sick leave with pay. Thereafter, for each additional month of full-time service, one (1) day of credit for sick leave pay shall be accrued. One (12)hr. day shall be defined as the number of hours in an employee's regularly schedule shift.
- 13.2 Sick leave shall be allowed only for actual sickness, medical appointments, or injury.
- 13.3 In order to receive compensation while absent on sick leave, an employee shall notify his immediate supervisor at least four (4) hours prior to the time set for his daily duties.
- 13.4 When the absence is for three (3) or more working days in one (1) week, an employee shall be required to file a physician's statement with the Chief of Police, or his designated representative, stating the cause of the absence.
- 13.5 Employees who have used a higher-than-normal amount of sick leave shall be placed on sick leave restriction. (These employees will be given specific and confidential notification that they are on restriction.) In lieu of Section 13.4 above, an employee, on restriction, shall furnish a physician's statement for any absence requiring sick leave. The physician's statement shall include the nature of the illness and treatment planned. Any employee on sick leave restriction, with continual absences not covered by approval in advance, shall be subject to disciplinary action, which may include termination. (A physician's statement that he/she treated an employee, on sick leave restriction, for a specific or non-specific type illness is not a reason for absence without approval.)
- 13.6 Employees having available sick leave to their credit may draw upon such sick leave when an emergency crisis occurs due to illness of a member in the employee's immediate family. Immediate family is defined to include grandfather, grandmother, father, mother, spouse, brother, sister, son, or daughter, whether by marriage or blood or legal adoption. The amount of sick leave credit allowed in any one case shall be no more than



is necessary for such attendance and travel and shall not exceed one (1) day in any event except on approval of the Chief of Police, or his designated representative. Sick leave to be used for purposes stated in this Section shall not exceed three (3) days per fiscal year without approval of the Chief of Police.

- 13.7 Upon no circumstances may sick leave be utilized prior to the day on which it is credited.

## ARTICLE 14 -- FUNERAL LEAVE

Each full-time employee shall be granted funeral leave with full pay in the event of the death of any of the following relatives of such employee or employee's spouse: Grandparents, parents, stepparents, spouse, child, stepchild, brother, sister, and grandchildren. Funeral leave for purposes stated above shall not exceed five (5) days per fiscal year without prior approval from the Chief of Police.

## ARTICLE 15 – MILITARY LEAVE

- 15.1 Pursuant to Military and Veterans Code sections 395 and 395.05(b) inclusive, the provisions of this Agreement shall be controlling and govern the procedures for Military Leave of Absence for the members assigned to Exhibit "I" of this Agreement.
- 15.2 Subject to the terms, conditions, limitations and other provisions contained in this Article, an employee of the District who is required to be absent from active service for the purpose of serving active duty in the United States Military or National Guard, shall be deemed to be on military Leave of Absence for the time an employee is required because of such service. The District employee shall be entitled to receive, and shall be paid, full salary, while on Military Leave of Absence, for a period not to exceed thirty (30) days during any fiscal year.
- 15.3 An employee requesting Military Leave of Absence shall provide a copy of orders from the Military Branch in which the employee is serving. The orders shall indicate that the employee is required to serve in active duty and the dates of required service. The orders shall be on official letterhead and must be signed by a recognized authority such as a commanding officer. *Except in the case of emergency activation, the employee shall provide notification of such activation to the District not less than forty-five (45) days prior to the date of leave and provide a copy of orders for such leave not less than ten (10) days prior to the first day of leave.*



- 15.4 Each full-time employee of the District who is required to serve in the Military or National Guard shall maintain all seniority and benefits defined in this Agreement while on Military Leave of Absence from the District.
- 15.5 An employee while on Military Leave of Absence shall surrender to the District any compensation received from the Government during the period of absence from the District. This compensation shall be limited to actual salary for such service.
- 15.6 An employee while on Military Leave of Absence which exceeds thirty (30) days during any fiscal year, may elect to surrender to the District any compensation received from the Government during the period of absence from the District. This compensation shall be limited to actual salary for such service. In the event the employee elects to retain compensation from the Government, the District shall not be required to compensate the employee during this extended period of absence from the District.
- 15.7 An employee requesting time off or shift exchanges for inactive military duty, including drills, shall request such time off or shift exchanges not less than five (5) days prior to the date of leave.
- 15.8 As used in this Article, the term inactive duty shall include, but not be limited to, regularly scheduled drills. Paid Military Leave of Absence is not authorized for inactive duty. Should the employee wish to receive regular compensation for leave taken during inactive duty, an employee may request time-off to be charged against accrued vacation or compensatory time. Should the employee have an insufficient amount of accrued vacation or compensatory time, the District may adjust the work schedule of the employee so that their days off fall on such dates that they are on inactive duty. The District may also require that the employee make up lost days taken off for inactive military duty at non-overtime rates.

## **ARTICLE 16 – DISABILITY LEAVE**

- 16.1 Subject to the terms, conditions, limitations and other provisions contained in this Article, a full-time employee of the District who is required to be absent from active service for the District as the result of an on-duty injury, shall be deemed to be on Disability Leave of Absence from active District service from the time they are required because of such injury to be absent from such District service, to the time it is no longer required by such injury to be absent from such active service or until their employment with the District ends or is terminates, whichever is the earlier time, and in such situation, such a full-time District employee shall be entitled to receive, and shall be paid, in lieu of their regular salary, and in addition to such temporary disability compensation as they may be entitled to under the Workers' Compensation provisions of Division 1 or Division 4 of the Labor

Code of the State of California, such temporary disability leave compensation, if any, as they may be entitled to under the following provisions of this Article for the periods of time hereinafter specified in this Article.

- 16.2 Anything elsewhere to the contrary notwithstanding, no full-time employee of the District who is required to be absent from active service for the District as a result of any on-duty injury shall be deemed to be on disability leave of absence, or be entitled to any compensation or other benefits under the provisions of this Article unless such employee, as a result and because of such injury and absence from active District service, is entitled to temporary disability compensation from the District under and by virtue of the Worker's Compensation provisions of Division 1 or Division 4 of the Labor Code of the State of California. If the Workers' Compensation Appeals Board of the State of California, or any judicial court having jurisdiction over the matter, should determine that such employee is not entitled to the provisions of said Labor Code, said employee shall not be entitled to any benefits under the provisions of this Article, and any monies theretofore paid to them under the provisions of this Article shall be deemed to have been paid in error, and the District shall be entitled to recover the same.
- 16.3 An employee of the District shall not be deemed to be on disability leave of absence and they shall not be entitled to any compensation or other benefits under the provisions of this Article if they injury as a result of which they are required to be absent from active District service results from (i) an act of gross negligence of such employee, or (ii) any work voluntarily undertaken by such employee which they had been prohibited from engaging in prior to the date of such injury by an examining physician of the District.
- 16.4 An employee of the District shall not be deemed to be on disability leave of absence and shall not be entitled to any compensation or other benefits under the provisions of this Article for any period of absence from active District service if they are offered alternative employment during such period worked immediately prior to the time they were required to be absent, and if, in addition, such employee was physically qualified for such alternative employment and refused or failed to accept such employment.
- 16.5 In no event shall any compensation or other benefits be payable under the provisions of this Article to any employee, because of absence resulting from an on-duty injury, for any period of time greater than the shortest of any of the following periods of time, to wit: (i) the time during which the employee is required to be absent from active District service as a result of injury arising out of and in the course of his full-time employment with the District, (ii) the period of time for which temporary disability compensation is payable to the employee under the Workers' Compensation Appeals Board of the State of California, (iii) one (1) year. Also, no employee shall be entitled to any benefits or compensation under the provisions of this Article because of absence resulting from an



injury for any time after the expiration of two (2) years immediately following the date of such injury.

- 16.6 Unless and except to the extent otherwise expressly provided in this Article, an employee who becomes entitled, because of disability, to any leave of absence, compensation or other benefits under the provisions of this Article, shall not be entitled to any salary, leave of absence or other compensation under the provisions of any other Section or Sections of this Article, or under the provisions of any other ordinance or resolution, for or because of their injury or absence from active service, the leave, compensation and benefits provided by this Article for disability of such employee, being in lieu of, and not in addition to salary leaves of absence, or other compensation or benefits to which the employee might otherwise become eligible under the provisions of any other Section of this Article.
- 16.7 Subject to the terms, conditions, limitations, and other provisions contained in this Article, a full-time employee or the District on disability leave of absence shall be entitled to the following temporary disability leave compensation, to wit:
- 16.7.1 For the first three hundred sixty-five (365) days of his disability leave of absence, or for such portion of such three hundred sixty-five (365) days as they may be absent on such leave where they are absent for less than the full term of such three hundred sixty-five (365) days, they shall be entitled to an amount of money which when added to the temporary disability compensation paid or payable to them for such period of time under the Workers' Compensation Appeals Board of the State of California, will equal one hundred percent (100%) of what would have been their regular salary for such period if they were in active service rather than on disability leave of absence.
- 16.7.2 For any period of disability leave of absence following the expiration of the above-mentioned periods of time, they shall not be entitled to any compensation, except as provided by Article 32 hereof.
- 16.8 No employee shall be entitled to any compensation or other benefits under the provisions of this Article unless the Chief of Police shall have determined that such employee is entitled to such compensation or benefits.
- 16.9 The Chief of Police in order to properly make any determination respecting an employee's claim to benefits hereunder, may require the employee to present evidence proving that such employee is entitled to the benefits claimed, including, but not limited to, proof of the injury, proof that it arose out of and in the course of their employment with the District, proof of the disability and of its duration, and proof of any other relevant matters. Also, said Manager may require the employee to submit themselves to medical and physical examinations by physicians selected by said Chief of Police.



- 16.10 The Chief of Police shall not make any determination holding that an employee is entitled to any compensation or leave of absence hereunder for any period of time because of an injury if the Workers' Compensation Appeals Board, or any judicial court having jurisdiction over the matter, shall have already determined that such employee is not entitled because of such injury to any temporary disability compensation whatsoever from the District, or to any such compensation from the District said period of time, under the Workers' Compensation provisions of Division 1 or Division 4 of the Labor Code of the State of California. Any such determination by said Chief of Police in violation of this paragraph shall be null and void.
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- 16.11 Also, in the event the Chief of Police should determine that an employee is entitled to any compensation or leave of absence hereunder for any period of time because of an injury, and, subsequently, the Workers' Compensation Appeals Board, or any judicial court having jurisdiction over the matter, shall have already determined that such employee is not entitled, because of such injury, to any temporary disability compensation whatsoever from the District, or to any such compensation from the District for such period of time, under the Workers' Compensation provisions of Division 1 or Division 4 of the Labor Code of the State of California, then in that event, the determination by said Chief of Police shall be null and void and the District shall be entitled to reimbursement for all monies, if any, theretofore paid by the District to said employee for or because of said injury and absence.
- 16.12 The District agrees to administer Family Leave in accordance with applicable state and federal law in effect at the time Family Leave is requested.

#### **ARTICLE 17 – ABSENCE WITHOUT PAY**

- 17.1 Failure of an employee to report for duty on an assigned workday or shift without notifying the on-duty supervisor, or in the absence of a supervisor, the Chief of Police, or his designated representative, for such absence within thirty (30) minutes after the time designated as the beginning of the workday, shall constitute absence without leave and without pay.
- 17.2 Absence without leave for any length of time without satisfactory explanation is cause for dismissal. Absence without leave for five (5) or more consecutive days shall be deemed a tender of resignation.

#### **ARTICLE 18 -- HEALTH AND WELFARE**

The new Medical and Dental plan is a small business plan of Kaiser. Co-payments will remain the same as last year.

## ARTICLE 19 – RETIREMENT

The District shall provide retirement benefits to eligible safety employees under the provision of the California Public Employees Retirement System, three percent (3%) at fifty (50) plans. For safety employees who are “new members” as defined by Government Code Section 7522.02(f) the District will provide the CalPERS two percent (2%) at age 50 increasing to two and seven-tenths percent (2.7%) at age 55 retirement formula in accordance with Government Code Section 7522.25(d), based on the average of three highest, consecutive years, in accordance with Government Code Section 7522.32.

Effective the first full pay period following June 1, 2016, the District will eliminate three percent (3%) of the Employer Paid Member Contribution (EPMC) for employees defined by CalPERS as a “classic” member of the retirement system. Classic members will pay 3% of the member contribution, and the District will pay the remaining 6% as EPMC in addition to the employer contribution.

Effective the first full pay period following June 1, 2017, the District will eliminate an additional three percent (3%) of the EPMC for classic members. Classic members will pay 6% of the member contribution, and the District will pay the remaining 3% as EPMC in addition to the employer contribution.

Effect the first full pay period following June 1, 2018, the District will eliminate the remaining three percent (3%) of the EPMC for classic members. Classic members will pay the full 9%-member contribution.

Employees hired on or after January 1, 2013, and who meet the definition of “new member” as set forth in Government Code Section 7522.02(f), shall pay the rate prescribed by the California Public Employees’ Retirement System (CalPERS) for employee contributions to CalPERS in accordance with the rules and regulations governing such employee contributions, which consists of one-half of the total normal costs for pension. New members shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing reportable compensation.

- 19.2 The District will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise tax Board indicates that such contributions are taxable income subject to withholding.
- 19.3 Each employee is solely and personally responsible for any federal, state, and local tax liability of the employee that may arise out of the implementation of this Section or any penalty that may be imposed, therefore.



## ARTICLE 20 – LAYOFFS

20.1 When one or more employees is to be laid off for lack of work, purposes of economy, curtailment of positions or other reason, the order of layoff shall be as follows:

20.1.1 Probationary employees, in the order to be determined by the Chief of Police.

20.1.2 Permanent employees, in inverse order of seniority within the classification being reduced.

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20.2 Employees subject to the provisions of this Article shall, wherever possible, be given at least thirty (30) day notice in writing prior to the effective date of layoff. The Union shall receive concurrent notice, and upon written request within five (5) calendar days after the notice is given shall be afforded an opportunity to meet with the appropriate District representative(s) to discuss the circumstances necessitating the layoff and any proposed alternatives to such layoff.

20.3 In the event of layoff, any employee so affected may elect to:

20.3.1 In no event shall the names of any person laid off pursuant to the provisions of this Article remain on a reinstatement eligibility list for a period longer than two years from the effective date of such person's most recent layoff.

20.4 Upon reinstatement to any classification to which the employee is entitled pursuant to the provisions of this Article, all benefits acquired by the employee prior to his/her layoff shall be reinstated. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.

## ARTICLE 21 – PROBATIONARY PERIOD

21.1 The probationary period for employees assigned to the classes set forth in Exhibit "II" of this Agreement is eighteen (18) months from the date of appointment. The probationary period for an entry-level employee shall commence upon the date of hire.

Time worked by an employee in a temporary, extra help, or provisional status shall not count towards completion of the probationary period; however, that time served in a temporary or provisional appointment may be credited to the probationary period upon recommendation of the Chief of Police.



- 21.2 The Chief of Police shall have the authority to extend the time of the probationary period of any probationary employee.]
- 21.3 The Chief of Police will have the authority to extend the probationary period if a probationary employee is injured on the job and unable to work during the probationary period.
- 21.4 The Chief of Police may terminate a probationary employee at any time during the probationary period without cause. ~~The terminated probationary employee shall have no right of review or appeal of any kind, whether through the administration or judicial process.~~
- 21.5 Former regular employees appointed from a re-employment eligibility list shall be given regular appointments when re-employed. Regular employees who are demoted to lower classifications shall be given regular appointments in the lower classifications.
- 21.6 An employee who is laid off and subsequently appointed from an eligibility list to a position in a different classification than from which they were laid off, shall undergo a new probationary period. Former probationary employees whose names were placed on a re-employment eligibility list before they achieved permanent status shall start a new probationary period when appointed from a re-employment list.

## **ARTICLE 22 – DISCIPLINARY ACTION**

The Chief of Police, or his designated representative, may discipline any employee as provided in the Broadmoor Police Department Policy Manual, procedural guidelines, rules, regulations, state, and locals laws in effect at the time of the violation(s).

## **ARTICLE 23 – GRIEVANCES**

- 23.1 A grievance is any dispute which involves the interpretation or application of any provision of this Agreement and any disciplinary action taken against a permanent, non-probationary employee, excluding those provisions of the Agreement which specifically provide that the decision of any District Official shall be final, the interpretation or application of those provisions as not subject to the grievance procedure.

The grievance procedure provided in this Agreement shall be the sole and exclusive remedy to provide the permanent, non-probationary employee with the administrative appeal set forth in Section 3304(b) of the Government Code, and any other provision of law, including any applicable provisions of the United States and California Constitutions as well, for any appeals of punitive action enumerated in Section 3303 therein.

23.2 Grievances shall be processed and disposed of in the following steps:

Step 1. Immediate Supervisor

Within ten (10) calendar days of the event-giving rise to a grievance, the employee shall present the grievance in writing to his immediate supervisor. Except as provided in Section 23.4, ~~grievances not presented within ten days shall be deemed fully and finally resolved.~~ The grievance shall state the particulars of the grievance and the nature of the determination desired.

The supervisor shall meet with the employee and attempt to settle the grievance. The supervisor shall provide a written answer to the employee within five (5) calendar days of receipt of the grievance. Failure of the employee to take further action within five (5) calendar days after receipt of the decision of the Immediate Supervisor will constitute a waiver of the grievance.

Step 2. Commander of Police

If the grievance is not resolved in Step 1, the employee may, within five (5) calendar days from the receipt of the Supervisor's written answer, present the grievance, in writing, to the Commander of the Police for consideration. The Commander of Police shall investigate the issue, meet with the employee, and attempt to resolve the problem. The Commander of Police shall provide a written answer to the employee within five (5) calendar days of receipt of the grievance. Failure of the employee to take further action within five (5) calendar days after receipt of the decision of the Commander of Police will constitute a waiver of the grievance.

Step 3. Chief of Police

If the grievance is not resolved in Step 2, the employee may, within five (5) calendars from the receipt of the Commander's written decision, present the grievance in writing to the Chief of Police for consideration. The Chief of Police shall discuss the grievance with the employee and then he shall render his decision and comments in writing within five (5) days from receipt of the grievance. Failure of the employee to take further action within five (5) calendar days after receipt of the decision of the Chief of Police will constitute a waiver of the grievance.

Step 4. Board of the Police Commissioners

If the employee does not agree with the decision of the Chief of Police, the employee may appeal to the Board of the Police Commissioners by presenting the grievance in writing to the Board of Police Commissioners within five (5) calendar days from the employee's receipt of the decision of the Chief of Police. Failure of the employee to present their written grievance to the Secretary of the Board of Police Commissioners, for the consideration by the Police Commission, within five calendar (5) days of their receipt of the decision of the Chief of Police, shall constitute a

waiver of the grievance, and such grievance shall be deemed fully and finally resolved in all respects.

The Secretary of the Board of Police Commissioners, upon receipt of a grievance presented in a timely manner, shall, as soon as practicable, set a time and date for hearing the grievance. Such hearing shall be conducted in accordance with the provisions of Title 9, commencing with Section 1280, of the Code of Civil Procedure, except to the extent there is a conflict between that statutory scheme and the Rules of Practice and Procedure that shall be adopted by the Board of Police Commissioners.

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In the event of such conflict the Rules of Practice and Procedure shall control. Except as provided in Sections 1286.2 through 1286.8, inclusive, of the Code of Civil Procedure, the decision of the Board of Police Commissioners shall be final in all respects and shall not be subject to administrative or judicial review, appeal, (at law or in equity including mandamus), or collateral attack, and no court of competent jurisdiction shall have jurisdiction to do so.

Each side shall be responsible for their own costs and expenses, including counsel fees, incurred in connection with the cost of presenting the case to the Police Commission. If either side requests a court reporter and transcript, the side requesting one shall be solely responsible for the cost thereof. If both sides request a court reporter and transcript, the cost shall be shared equally between the parties.

#### Step 5. Binding Arbitration by Election – Exclusive Alternative to Step 4.

An employee who has been terminated may, at his or her option as an exclusive alternative to Step 4, elect that the grievance be heard and decided by an impartial arbitrator who shall be selected by mutual agreement between employee and the District. All fees and expenses of the arbitrator and any court reporter shall be the sole obligation of the employee. Any transcripts requested by either the employee or the District shall be the sole obligation of the employee.

In the event the employee elects to proceed under Step 5 instead of Step 4, the employee shall file in writing with the Secretary of the Board of Police Commissioners his or her grievance and election to proceed under Step 5. The Secretary of the Board of Police Commissioners must receive such written grievance and election to proceed under Step 5 not later than five (5) calendar days immediately following the date of the employee's receipt of the decision of the Chief of Police terminating such employee. Failure of the employee to present his or her written grievance and election to proceed under Step 5 to the Secretary of the Board of Police Commissioners within five (5) calendar days of the employee's receipt of the decision of the Chief of Police, shall constitute a waiver of the grievance, and such grievance shall be deemed fully and finally resolved in all respects.



The Union and the District shall be liable for their own legal fees and cost of presentation, except as provided above.

The decision of the Arbitrator shall be final and binding on the parties to the extent permitted by law.

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless each dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 23.1 involving the termination of the grievant.

- 23.3 Proposal to add or change this Agreement or written agreements or addendum supplementary hereto shall not be arbitrate and no proposal to alter, amend or terminate this Agreement, nor any subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Agreement or written agreement or addendum supplementary hereto or to establish any new terms or conditions of employment.
- 23.4 No grievance involving demotion, suspension or dismissal of an employee will be entertained unless it is filed in writing with the immediate supervisor within three (3) days not including Saturdays, Sundays or holiday, of the time at which the affected employee was notified of such action .
- 23.5 If the Chief of Police in pursuance of the procedures outlined in Section 23.2 (3) above, or the Board of Police Commissioners in pursuance of the provisions of Section 23.2 (4) above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- 23.6 All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Chief of Police at Step 3. Only complaints alleging that employees are not being compensated in accordance with the provisions of the Agreement shall be considered as a grievance. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Agreement which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.
- 23.7 No changes in this Agreement will be valid or recognized unless agreed to in writing and signed by the Board of Police Commissioners and the Association.

- 23.8 The Association, its members and representatives, agree that it and they will not during the term of this Agreement engage in, authorize, sanction, or support any job action, strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated related activities; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the District, nor to effect a change in personnel or operations of management or of employees not covered by this Memorandum of Agreement.

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## **ARTICLE 24 – SENIORITY**

- 24.1 Employees shall be placed on the classification seniority list in accordance with the date they were first placed on the payroll of the Police Department as full-time sworn officers. When two or more employees are assigned to the payroll on the same date, preference in placement on the list shall be given based on the relative standing on the Police Officer eligibility list.
- 24.2 Seniority list placement for Police Corporal and Police Sergeant shall be based on the date of rank. Where two or more employees are promoted to the same rank on the same date, placement on the list shall be based on the relative standing on the respective eligibility lists.
- 24.3 Placement on the seniority list shall not be affected by any authorized leave with pay.
- 24.4 The Police Administration shall prepare an accurate list setting forth the present seniority dates of all employees covered by this agreement. Such lists shall resolve all questions of seniority affecting members covered by this Agreement. The seniority list shall be updated every twelve (12) months and distributed to the Steward of the Association who shall be the President of the Broadmoor Police Officers Association.

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## **ARTICLE 25 – CHAIN OF COMMAND**

All units within the complete structure of the Broadmoor Police Department shall follow the Chain of Command and the supervisory staff assigned to those units. That is, Sergeants shall not be supervised by Corporals and Corporals shall not be held responsible to the Police Officers, etc. However, during training functions, a lower ranking employee may be in charge, as well as specifically trained position such as Inspector when directed as officer-in-charge by supervisory personnel.

## **ARTICLE 26 – PROMOTIONAL TESTING**



- 26.1 A notification of an upcoming test shall be posted no later than fifteen (15) days before testing date.
- 26.2 There shall be no extension of the applicant filing date or test date unless announced to all potential candidates.
- 26.3 The written portion of the examination shall follow applicable state guidelines regarding duration.
- 26.4 A candidate receiving a score of less than seventy percent (70%) on the written portion of the examination will be disqualified from the selection process.

#### **ARTICLE 27 – TUITION REIMBURSEMENT**

- 27.1 An employee may be reimbursed up to a maximum of three (3) percent of salary within one (1) fiscal year for tuition and related fees paid for courses of study in an off-duty status if the subject matter content of the course is closely related to the employee's present work assignment, or if the employee is enrolled in a program of study related to the employee's declared major. There must be a reasonable expectation that the employee's work performance or value to the District will be enhanced because of the course of study.
- 27.2 The employee must submit a claim for reimbursement to the Commander of Police or his designee, giving all the information needed for an evaluation of the request. The Commander shall recommend approval or disapproval and forward the request to the Chief of Police. The Chief of Police shall concur or disagree with the recommendation. His decision shall be final. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.
- 27.3 Upon completion of the course, a copy of the grade sheet or certificate must be filed with Chief of Police for placement in the employee's personnel file. All reimbursement must be returned to the District in full if the employee does not achieve a letter grade of at least a "C".
- 27.4 If the employee leaves the employment of the District within one (1) year after his reimbursement, such employee is required to refund one-half (1/2) of the reimbursement to the District.



## **ARTICLE 28—CAREER INCENTIVE ALLOWANCE**

Employees in the classifications covered by this Agreement who have successfully completed probationary period in one of those classifications and hold permanent status, shall be eligible to receive five (5) percent of their basic salary if they possess the Intermediate Peace Officers Standards and Training Certificate, or seven and one-half (7 ½) percent of their basic salary if they possess the Advanced Peace Officers Standards and Training Certificate issued by the California State Department of Justice.

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## **ARTICLE 29 – UNIFORM REPLACEMENT**

- 29.1 The District shall provide all required components of the uniform as specified in the Broadmoor Police Department Uniform Manual. With the approval of the employee's supervisor, the District shall provide replacement of such components of the uniform, which may be necessary due to ordinary wear and tear, which render the components unserviceable. Any uniform component not specifically authorized, but nevertheless approved as optional, shall be purchased by the employees at their own expense; however, if such item is damaged or destroyed due to circumstances beyond the control of the employee the item may be replaced at District expense.
- 29.2 In the event the District elects to change or modify the existing uniforms, the District shall pay the initial replacement cost of such modification.

## **ARTICLE 30 – NON-DISCRIMINATION**

There shall be no discrimination because of age, race, creed, color, national origin, sex, handicap (unless that handicap prevents the person from meeting the minimum standards established for the relevant classification), or legitimate employee organization against any employee or applicant for employment by the District and to the extent prohibited by applicable State and Federal law.

## **ARTICLE 31 – DISTRICT RIGHTS**

All rights and functions except those which are expressly abridged or modified by this Agreement shall remain the exclusive right of the District.

## **ARTICLE 32 –EMPLOYEE RIGHTS**

Nothing contained in this Agreement shall prohibit or deny the Police Officers from meeting and conferring on matters within the scope of the representation as provided by law, except as set forth in the preamble herein.

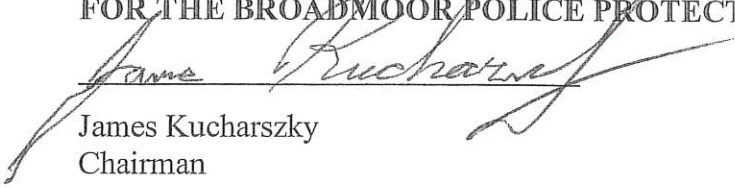
## **ARTICLE 33 – SEPARABILITY OF PROVISIONS**

- 33.1 In the event that any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of this Agreement shall be null and void, but such nullification shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.
- 33.2 Provided, however, in the event the State or Federal law prevents the District from granting any benefits specified in this Agreement, the parties shall meet and confer on the subject of providing other benefits to compensate the loss of such benefits.
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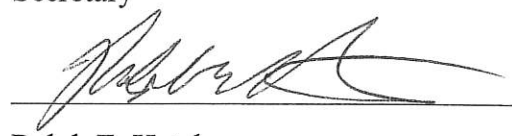
THIS AGREEMENT executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the Broadmoor Police Protection District and the Officers, in WITNESS thereof, the appropriate representative of the parties have affixed their signature thereto.

This Memorandum of Agreement is subject to approval by the Board of Police Commissioners of the Broadmoor Police Protection District and the appropriate representatives of the Broadmoor Police Officers Association.

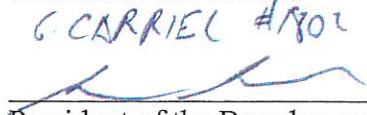
FOR THE BROADMOOR POLICE PROTECTION DISTRICT

  
James Kucharszky  
Chairman

  
Marie Brizuela  
Secretary

  
Ralph E. Hutchens  
Treasurer

FOR THE OFFICERS

  
G. CARRIEL #1801  
President of the Broadmoor Police Officers Association



## Exhibit I

## Salary Schedule (84hr Pay Period)

Effective July 1, 2021 (2.5% Increase)

POSITIONS	HOURLY	BI-WEEKLY	MONTH	YEAR
Chief of Police	76.92	6,153.90	13,333.45	160,001.40
Commander	60	Varies	Varies	Varies
Sergeant II	56.25	4,725.16	10,237.86	122,854.36
5% Intermediate Cert.	59.07	4,961.94	10,750.87	129,010.51
7.5% Advanced Cert.	60.13	5,051.48	10,944.88	131,338.66
Sergeant I	53.01	4,453.09	9,648.36	115,780.39
5% Intermediate Cert.	56.03	4,707.08	10,198.68	122,384.26
7.5% Advanced Cert.	56.99	4,787.16	10,372.18	124,466.16
Corporal	51.02	4,285.68	9,285.64	111,427.68
5% Intermediate Cert.	53.57	4,499.96	9,749.92	116,999.06
7.5% Advanced Cert.	54.84	4,607.10	9,982.06	119,784.75
Officer IV	49.13	4,127.63	8,943.20	107,318.48
5% Intermediate Cert.	52.68	4,425.54	9,588.67	115,064.04
7.5% Advanced Cert.	53.93	4,530.58	9,816.26	117,795.13
Officer III	47.41	3,982.98	8,629.80	103,557.63
5% Intermediate Cert.	49.8	4,183.59	9,064.46	108,773.57
7.5% Advanced Cert.	50.98	4,282.61	9,278.99	111,347.96
Officer II	44.86	3,768.59	8,165.29	97,983.52
5% Intermediate Cert.	47.11	3,958.01	8,575.70	102,908.44
7.5% Advanced Cert.	48.25	4,053.58	8,782.77	105,393.28
Officer I	41.68	3,501.68	7,586.98	91,043.86
5% Intermediate Cert.	43.78	3,678.19	7,969.41	95,632.99
7.5% Advanced Cert.	44.83	3,766.01	8,159.68	97,916.26