

BROADMOOR POLICE PROTECTION DISTRICT

BOARD OF POLICE COMMISSIONERS



POLICY HANDBOOK

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

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Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Purpose of Board Policies
POLICY NUMBER: 1000

1000.1 It is the intent of the Board of Police Commissioners of the Broadmoor Police Protection District to maintain a Manual of Policies. Contained therein shall be a comprehensive listing of the Board's current policies, being the rules and regulations enacted by the Board from time to time. The Manual of Policies will serve as a resource for Commissioners, staff and members of the public in determining the manner in which matters of District business are to be conducted.

1000.2 If any policy or portion of a policy contained within the Manual of Policies is in conflict with rules, regulations or legislation having authority over Broadmoor Police Protection District, said rules, regulations or legislation shall prevail.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Adoption/Amendment of Policies
POLICY NUMBER: 1010

1010.1 Consideration by the Board of Police Commissioners to adopt a new policy or to amend an existing policy may be initiated by any Commissioner, or by the District Manager. The proposed adoption or amendment is initiated by submitting a written draft of the proposed adoption or amendment to each Commissioner and the District Manager through the District office, and requesting that the item be included for consideration on the agenda of the appropriate regular meeting of the Board of Police Commissioners.

1010.2 Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Police Commissioners and shall require a 2/3 affirmative vote of the entire Board of Police Commissioners.

1010.3 Before considering adopting or amending any policy, Police Commissioners shall have the opportunity to review the proposed adoption or amendment at the regular Board meeting prior to the meeting at which consideration for adoption or amendment is to be given. Copies of the proposed policy adoption or amendment shall be included in the agenda information packet for any meeting of consideration. The agenda information packets with said copies shall be made available to each Commissioner for review at least three (3) days prior to any meeting at which the policy(ies) are to be considered.

The requirement to review of a proposed new or amended policy prior to the meeting at which adoption is to be considered may be waived by a 2/3 affirmative vote of the entire Board, with the agenda specifying consideration of such action.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Conflict of Interest
POLICY NUMBER: 1020

1020.1 The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which members of the Board of Police Commissioners and employees are designated, and in which disclosure categories are set forth, constitute the conflict of interest code of the Broadmoor Police Protection District.

1020.2 Designated employees shall file statements of economic interests with the Clerk of the County of San Mateo.

1020.3 No member of the Board of Police Commissioners shall serve as an employee of the Broadmoor Police Protection District.

1020.4 No member of the Board of Police Commissioners shall serve as a volunteer of the Broadmoor Police Protection District in any capacity that is under the law enforcement authority of the Chief of Police.

1020.5 No member of the Board of Police Commissioners shall serve as a volunteer of the Broadmoor Police Protection District in any capacity that is under the authority of the Chief of Police or any member of staff.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Public Complaints
POLICY NUMBER: 1030

1030.1 The Board of Police Commissioners desires that public complaints be resolved in a logical and systematic manner.

1030.2 A public complaint is an allegation by a member of the public of a violation or misinterpretation of a District policy, state, or federal statute.

1030.3 The method of resolving complaints shall be as follows:

1030.3.1 The individual with a complaint shall be directed to the on-duty supervisor, who shall respond in compliance with the complaint procedure established by the Chief of Police.

1030.4 This policy is not intended to prohibit or deter a member of the community or staff member from appearing before the Board to verbally present a testimony, complaint, or statement in regard to actions of the Board, District programs and services, or impending considerations of the Board.

1030.5 The Board of Commissioners or Commissioner shall refer the complaining party to the Chief of Police of the Broadmoor Police Protection District with the complaint.

An employee assigned by the Chief of Police, or his/her designee, shall investigate the complaint. The investigator shall follow the provisions set forth in Government Code §3300-3311.

The complaining party shall be notified, in writing, of the disposition of the complaint. Discipline, if any, of sworn personnel shall not be disclosed (Penal Code §832.7).

Broadmoor Police Protection Districts

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Claims Against the District
POLICY NUMBER: 1040

1040.1 The purpose of this policy is to provide direction to District staff for processing and resolving (if possible) account adjustment requests and property damage claims against the District. Inherent in this policy is the recognition that every adjustment request or claim will be unique, and that guidelines cannot be written to accommodate every case. Therefore, staff must use discretion and good sense in handling each claim.

1040.2 Claims Requirements

The California Government Code sets forth requirements that a claim must meet. These requirements establish the time period within which a claim must be presented to the District and the information that must be included in the claim.

1040.21 Time of Presentation (Government Code §911.2)

- (a) Six-month claims. If a claim is for personal injuries, wrongful death, or damage to personal property or growing crops, it must be presented to the District no later than six months after the accrual of the cause of action.
- (b) One-year claims. If the claim arises out of any other circumstances (such as damage to real property), it must be presented no later than one year after the accrual of the cause of action.
- (c) Definitions of "presentation" (Government Code §915). If a claim is personally delivered to the District, the date it is received is the date of presentation. If a claim is mailed to the District, the claim is deemed presented and received at the time it is deposited in the mail. If a proof of service by mail accompanies the claim, the date of mailing as stated in the proof of service is the date of presentation. If there is no proof of service, the postmark date on the envelope is deemed to be the date of presentation. The envelope in which a claim is mailed should be retained with the claim in case a question arises concerning the date of presentation.

1040.22 Contents of Claim (Government Code §910)

A claim shall include all of the following information:

- (a) The name and post office address of the claimant.
- (b) The post office address to which the person presenting the claim desires notices be sent.
- (c) The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
- (d) A general description of the indebtedness, obligation or injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.
- (e) The name or names of the public employee or employees causing the injury, damage or loss, if known; and
- (f) If the amount claimed is ten thousand dollars (\$10,000) or less, the claim shall include the estimated amount of any prospective injury, damage or loss insofar as it may be known at the time of presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included with the claim. However, it shall indicate whether jurisdiction over the claim would rest in municipal court (generally \$25,000 or less) or superior court (generally over \$25,000). (Civil Code of Procedure §86).

If the claim does not contain all information noted above, it is deemed to be insufficient.

1040.30 Claims Process

District employees shall follow the process described below when receiving a claim.

1040.31 Telephone/Oral Complaints

All claims against the District shall be in writing. Claimants who call or visit the District Office shall be informed that all claims must be presented to the District in writing. District staff shall provide a claims form (Exhibit A) to the claimant in person, if the claimant is present at the Police Station, or by mail. District staff shall listen to the person making the complaint and take notes specifying the date and time of the discussion and the nature of the incident. District staff shall not discuss responsibility, liability or make an admission that implicates the District.

1040.32 Request for Acknowledgement of Receipt

District staff shall time-date stamp the claim when it is received. When a claim is delivered in person to the District or received by mail at the District offices, a written acknowledgement of receipt should not be provided. It is sufficient if the District's time-date stamp is affixed to a copy of the claim and returned to the claimant/messenger as an acknowledgement of receipt. The person receiving the claim may provide their name and title,

but should not sign any documents. It is not necessary to make a photocopy for the claimant/messenger if an extra copy is not provided.

1040.33 Insufficient Claims

If it is determined that a claim does not include all of the required information, the District shall so notify the claimant within twenty (20) days after the claim is presented (Government Code §910.8). The form letter (Exhibit B) is sufficient to meet this requirement. After fifteen (15) days from date of District Notice of Insufficiency, the District may act on the insufficient claim.

1040.34 Claim Investigation

District staff shall investigate the claim and gather information pertaining to the claim as soon as possible after the claim is presented to the District, except for claims for personal injury or wrongful death, which shall be sent immediately to the District's insurance company and attorney.

1040.35 Action on Claims by Board of Police Commissioners or its Designee

Government Code §935.4 provides that the District, by resolution, may authorize an employee to allow compromise or settle a claim against the District if the amount to be paid is less than fifty-thousand dollars (\$50,000). The Board of Police Commissioners designates the District Manager to act upon claims against the District in an amount of up to the District's insurance deductible in any manner outlined in this policy.

The District Manager, after evaluating the claim and consulting with the Chairperson of the Board of Police Commissioners, shall determine whether to present the claim to the Board of Police Commissioners, or to recommend that an advisory committee comprised of two directors be formed to work with District staff regarding the specific claim. When the claim is presented to the Board of Police Commissioners, it may be considered in closed session if the District Counsel is present.

Pursuant to Government Code §912.4, the Board of Police Commissioners or its designee must act upon the claim within forty-five (45) days after the claim has been presented. If the Board of Police Commissioners or its designee fails, or decides not to act with forty-five (45) days after presentation of the claim, the claim is deemed to have been rejected by operation of law on the forty-fifth (45th) day.

1040.36 Notice of Action Taken on Claims which are denied

It is important that a Notice of Action on Claim be sent for each claim that has been denied in order to limit the amount of time claimant has to file a lawsuit, whether the claim is denied by operation of law or by the Board of Police Commissioners or its designee. Subject to certain exceptions, if a Notice of Action on Claim is sent, a claimant generally has only six (6) months from the date of the Notice of Action on Claim is sent in which to file a suit. However, subject to certain exceptions, if no Notice of Action on Claim is sent, the claimant

generally has two (2) years from the date the cause of action accrued (usually the date of the underlying incident or accident) in which to file suit (Government Code §945.6).

The following procedure should be followed when a claim has been denied:

(a) Send a Notice of Action on Claim completed to show that the claim was rejected by the Board of Police Commissioners or its designee, or rejected by operation of law (Exhibit C) to the claimant, or to claimant's counsel at the address indicated in the claim. Select Option 1, or Option 2, at the bottom of the form (not both), depending upon whether or not the claimant is represented by counsel. A Proof of Service should be attached to this Notice (Exhibit D).

1040.37 Notice of Action Taken on Claims which are granted

The following procedure should be followed when a claim has been granted, or granted in part:

(a) Send a Notice of Action on Claim completed to show that the claim was allowed in the amount specified (Exhibit C) or to claimant's counsel at the address indicated in the claim. Select Option 1, or Option 2, at the bottom of the form (not both), depending upon whether or not the claimant is represented by counsel. A Proof of Service should be attached to this Notice (Exhibit D).

(b) All work performed, or money paid shall be documented (with "before" and "after" photographs when appropriate) and placed in the claim file.

1040.38 Other requests

Any other applications, such as applications for leave to submit a late claim, insufficient claim, or subrogation claim shall be provided to the District Manager, who in consultation with the District Counsel determines how to proceed.

Notice of Action
Taken on Claim

NOTICE OF ACTION TAKEN ON CLAIM

TO: _____

REFERENCE: Claim of _____

Notice is hereby given that your claim presented to the Broadmoor Police Protection District, 388 Eighty-Eighth Street, Broadmoor, CA 94015-1717, on the _____ day of _____, 20____, was:

☐ Rejected

☐ Allowed in the amount of \$ _____ and rejected as to any balance

☐ Rejected by operation of law

On the ____ day of _____, 20_____.

WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a state court action on this claim See Government Code Section 945.6. Your time for filing an action in federal court may be less than six months.

Option No. 1

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Option No. 2

Pursuant to Government Code Section 913, your client is to be advised of the right to consult an attorney in connection with this matter. Since you have already been retained, the notification of this right is being given to your client through you.

Very truly yours,

Arthur Stellini
District Manager of the District
Chief of Police



PROOF OF SERVICE BY MAIL

I, the undersigned, hereby certify under penalty of perjury that I am over the age of 18 years and not a party to the within action; my business address is Broadmoor Police Protection District, 288 Eighty-Eighth Street, Broadmoor, CA 94015-1717.

I am readily familiar with the business practices for collection and processing of Correspondence for mailing with the United States Postal Service; such correspondence is deposited with the United States Postal Service that same day in the ordinary course of business.

On this date, at my place of business, following ordinary business practices, I placed the within Notice of Action Taken on Claim for collection, mailing and deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid, addressed in the manner set forth below:

Executed on _____, 20_____, at Broadmoor, California.

(Signature)

(Print Name)

NOTICE OF ACTION TAKEN ON CLAIM

TO: _____

REFERENCE: Claim of _____

Notice is hereby given that your claim presented to the Broadmoor Police Protection District, 388 Eighty-Eighth Street, Broadmoor, CA 94015-1717, on the _____ day of _____, 20____, was:

☐ Rejected

☐ Allowed in the amount of \$ _____ and rejected as to any balance

☐ Rejected by operation of law

On the ____ day of _____, 20_____.

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Executed on _____, 20_____, at Broadmoor, California.

(Signature)

(Print Name)



NOTICE OF ACTION TAKEN ON CLAIM

TO: _____

REFERENCE: Claim of _____

Notice is hereby given that your claim presented to the Broadmoor Police Protection District, 388 Eighty-Eighth Street, Broadmoor, CA 94015-1717, on the _____ day of _____, 20____, was:

☐ Rejected

☐ Allowed in the amount of \$ _____ and rejected as to any balance

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On the ____ day of _____, 20_____.

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Chief of Police

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On this date, at my place of business, following ordinary business practices, I placed the within Notice of Action Taken on Claim for collection, mailing and deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid, addressed in the manner set forth below:

Executed on _____, 20_____, at Broadmoor, California.

(Signature)

(Print Name)



NOTICE OF ACTION TAKEN ON CLAIM

TO: _____

REFERENCE: Claim of _____

Notice is hereby given that your claim presented to the Broadmoor Police Protection District, 388 Eighty-Eighth Street, Broadmoor, CA 94015-1717, on the _____ day of _____, 20____, was:

☐ Rejected

☐ Allowed in the amount of \$ _____ and rejected as to any balance

☐ Rejected by operation of law

On the ____ day of _____, 20____.

WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a state court action on this claim See Government Code Section 945.6. Your time for filing an action in federal court may be less than six months.

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I am readily familiar with the business practices for collection and processing of Correspondence for mailing with the United States Postal Service; such correspondence is deposited with the United States Postal Service that same day in the ordinary course of business.

On this date, at my place of business, following ordinary business practices, I placed the within Notice of Action Taken on Claim for collection, mailing and deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid, addressed in the manner set forth below:

Executed on _____, 20_____, at Broadmoor, California.

(Signature)

(Print Name)



CLAIMS FORM

Agency: Broadmoor Police Protection District

This form is provided pursuant to Government Code Section 910.4(a)

- [illegible]

9. How was this amount calculated? (Itemize and attach bills, repair estimates, receipts, etc., if claim is for vehicle damage, obtain and attach two (2) repair estimates):

10. What is your basis for claiming that the District or District employee(s) are the cause of your injury, damages or loss?

11. What are the name(s) of the District employee(s) whom you allege caused your injury, damages or loss, if known?

12. Name, address and phone number of any witnesses who can substantiate your claim:

13. Any additional information that you believe might be helpful to the District in considering this claim:

14. All notices and communications with regard to this claim will be directed to the Claimant shown in lines 1, 2 and 3 above, unless you complete the following to identify to whom further communication should be directed:

Name: _____
Relationship: _____
Address: _____
State: _____ Zip: _____
Daytime Phone: _____
Home Phone: _____

SECTION 72 OF THE CALIFORNIA PENAL CODE PROVIDES THAT, "EVERY PERSON WHO, WITH INTENT TO DEFRAUD, PRESENTS FOR ALLOWANCE OR FOR PAYMENT TO ANY STATE BOARD OR OFFICER, OR TO ANY COUNTY, TOWN, CITY, DISTRICT, BOARD OR OFFICER AUTHORIZED TO ALLOW OR PAY THE SAME IF GENUINE, ANY FALSE OR FRAUDULENT CLAIM, BILL, ACCOUNT, VOUCHER, OR WRITING, IS GUILTY OF A FELONY."

Claimant Printed Name Claimant Signature Date Signed

(Note: If the claim is filed by someone on behalf of the claimant, the person making the claim on behalf of the claimant should sign above.)

Completed Claims Forms must be submitted by personal delivery or by United States mail

Date Claim Received: _____ Accepted By: _____

(DISTRICT LETTERHEAD)

DATE

CLAIMANT or ATTORNEY
ADDRESS

Re: Claim of _____ Against Broadmoor Police Protection District

Dear _____:

You are hereby notified that your letter, dated _____, to the Broadmoor Police Protection District, if intended as a claim against the District, fails to comply substantially with the requirements of Government Code Section 910, which requires a claim to state all of the following:

1. The name and post office address of the claimant;
2. The post office address to which the person presenting the claim desires notices to be sent;
3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted;
4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim;
5. The name or names of the public employee or employees causing the injury, damage or loss, if known; and
6. The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss insofar as it may be known at the time of presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether jurisdiction over the claim would rest in municipal court (generally \$25,000 or less) or superior court (generally over \$25,000). See Code of Civil Procedure Section 86.

Very truly yours,

By: _____
Name: _____
Title: _____

EXHIBIT B

CLAIM TIME LINE OUTLINE

I. Sufficient and Timely Claims

- A. Must act within 45 days from date of presentation.

II. Request for Leave to Present Late Claim

- A. Must act within 45 days from date of presentation.
 - 1. When granted, also consider claim.
 - 2. When denied, do not consider claim.

III. Insufficient Claim

- A. Must notify claimant of insufficiency within 20 days from date of presentation.
- B. Cannot act for 15 days from date of District Notice of Insufficiency.
- C. After 15 days, District may act on insufficient claim.

IV. Untimely Claim or Application for Leave to Present Late Claim

- A. Must notify claimant of untimeliness within 45 days from date of presentation.
- B. Claimant has opportunity to present application for leave to present late claim if within one year from date of accrual of the claim.

V. Insufficient Application for Leave to Present Late Claim

- A. Must notify claimant of insufficiency within 20 days from date of presentation.
- B. Must act within 45 days of presentation of original application if not amended, or if amended, within 45 days of presentation of amended application.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Copying Public Documents
POLICY NUMBER: 1050

1050.1 Individuals requesting copies of public documents related to the Board of Police Commissioners at open Board meetings shall be charged ten cents (10¢) per sheet copied to defray expenses associated with the copying process.

1050.2 Copies of agendas and other writings (except for privileged documents) distributed to a majority of the Board of Police Commissioners at open Board meetings shall be made available to the public. A limited quantity of such documents (based on normal audience attendance) shall be copied in advance of each meeting and made available to the public in attendance at no charge. Individuals requesting copies of such documents prior to the Board meeting will be charged ten cents (10¢) per sheet. The copy charge will be levied at Board meetings for copies of documents if more are needed and/or requested in addition to those normally prepared for the public at Board meetings.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Executive Officer

POLICY NUMBER: 2000

2000.1 The District Manager shall be the Executive Officer of the Broadmoor Police Protection District and for the Board of Police Commissioners. The Board of Police Commissioners has designated the Chief of Police of the Broadmoor Police Protection District to serve as District Manager.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Job Description – Chief of Police
POLICY NUMBER: 2100

DEFINITION

Under administrative direction, to plan, organize and direct the operations of the Police Department; to coordinate the functions of all divisions of the Department; and to do related work as required.

EXAMPLES OF DUTIES

Formulates policies and regulations governing activities of the Police Department. With the assistance of subordinate officers; plans, organizes, directs and coordinate the activities of personnel engaged in preserving law and order, protecting life and property and promoting harmonious police community relations; directs the investigation of continuing law enforcement problems, unusual or serious crimes, accidents and other criminal incidents; attends conferences and meetings with other law enforcement agencies and allied services, civic groups and citizens on matters of mutual interest; keeps abreast of developments in the field of crime prevention and law enforcement by attendance at and participation in conferences and professional groups and by review of literature; selects, assigns, promotes and disciplines departmental personnel and enforces training regulations; directs the preparation of reports and correspondence and the maintenance of departmental records; directs the analysis of operational costs and preparation of the budget for the Department; performs other related work as required.

SPECIAL REQUIREMENTS

Possession of the Supervisory Certificate issued by the Commission on Peace Officers Standards and Training.

Successful completion of the Commission on Peace Officers Standards and Training supervisory and middle management training courses.

Possession of a valid California Class "C" drivers license.

DESIRABLE QUALIFICATIONS

Knowledge of: Current criminal and civil law including law of arrest, rules of evidence and courtroom procedure, and laws governing jail procedures and facilities. Modern police planning and the principles and methods of law enforcement. Principles of public administration including: organization, budgeting the selection, training and disciplining of personnel.

Ability to: Coordinate the work of large functional units and plan, organize, direct and evaluate the work of others. Devise methods, procedures, regulations and evaluate their effect. Analyze and interpret crime

statistics and reports. Speak effectively before large groups. Write and review reports, manuals and guides. Analyze situations accurately and adopt an effective course of action. Work cooperatively with those contacted in the course of work.

EXPERIENCE

Eight years of progressively responsible law enforcement experience, including at least two years in a management capacity comparable to that of a Commander of Police in the District of Broadmoor.

EDUCATION

Sixty or more units from an accredited college. Associate of Arts degree in Administration of Justice preferable.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Job Description – Commander of Police
POLICY NUMBER: 2110

DEFINITION

Under general direction, to assist in planning, organizing and directing activities of the four divisions of the Police Department; to perform administrative and technical law enforcement work; and to do related work as required.

EXAMPLES OF DUTIES

Assist the Chief of Police in planning and coordinating the activities of the four divisions in the Police Department; periodically inspects and appraises officers' work during the tours of duty; maintain effective public relations in the field and in the office; address interested groups and individuals concerning law enforcement activities; provide in-service training; prepare special reports; assist in the more complex technical law enforcement work as required; may prepare a budget for any division; attend meetings; make reports; establish goals and directives for any division(s); handle citizen complaints; recruit personnel; insures that the divisions operate in accordance with Department policy. Act as Chief of Police in his absence as required.

SPECIAL REQUIREMENTS

Possession of the Supervisory Certificate issued by the Commission on Peace Officers Standards and Training.

Successful completion of the Commission on Peace Officers Standards and Training supervisory training course.

Possession of a valid California Class "C" drivers license.

DESIRABLE QUALIFICATIONS

Knowledge of: Modern police methods and procedures, including but not limited to: patrol, crime prevention, traffic control, basic investigation and identification techniques. Current criminal and civil law with particular reference to apprehension, arrest and custody of persons accused of misdemeanors and felonies. Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence in criminal cases. Recent court decisions on the arrest and handling of suspects and prisoners. Principles of supervision, training and volunteer police services, planning and research and the evaluation of programs and personnel. Principles of police administration methods and procedures; law, ordinances and regulations affecting the work of the Department.

Ability to: Schedule, organize and supervise the work of subordinates. Analyze situations accurately and interpret and apply law and regulations. Demonstrate keen powers of observation and memory. Exercise good judgment in personal encounters and relationships with the general public. Prepare clear, concise and comprehensive written reports. Work cooperatively with those contacted in the course of work.

EXPERIENCE

Six years of progressively responsible law enforcement experience, including at least two years in a supervisory capacity comparable to that of a Sergeant of Police in the District of Broadmoor.

EDUCATION

Sixty or more units from an accredited college or an Advanced Certificate issued by the Commission on Peace Officers Standards and Training. Associate of Arts degree in Administration of Justice preferable.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Job Description – Sergeant of Police
POLICY NUMBER: 2120

DEFINITION

Under general direction, to supervise and assist sworn and non-sworn personnel in carrying out assignments, tasks and functions of the various divisions within the Police Department.

EXAMPLES OF DUTIES

Oversees law enforcement and related activities of subordinate departmental employees working during an assigned shift; inspects, instructs and assigns beats to police officers and other departmental personnel. Insures that Department rules, regulations and policies are enforced. Reviews and corrects reports submitted by subordinates. Personally conducts briefing and provides information concerning current activities in the District to officers and other department personnel. Maintains discipline; meets with assigned personnel on a regular basis to plan, evaluate and conduct performance evaluations. Prepares and writes activity reports; generates statistical information and maintains files. In the absence of a Police Officer, the Sergeant will perform all tasks normally performed by a Police Officer.

OTHER DUTIES

May be required to speak and present information to the public or community groups; provide direction and information to the public; direct traffic; ride a motorcycle during traffic detail assignment. May appear in court and testify when necessary. May perform general law enforcement work such as investigation, documenting; collecting evidence in criminal or related matters or assisting subordinates in these duties. Follow up on non-routine matters as necessary.

SPECIAL REQUIREMENTS

Work long hours at various times of the day or night. Work shifts, holidays and weekends as necessary.

Possession of the Intermediate Certificate issued by the Commission on Peace Officers Standards and Training.

Successful completion of the Commission on Peace Officers Standards and Training supervisory training course within one year of date of appointment.

Possession of a valid California Class "C" drivers license.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Job Description – Corporal of Police
POLICY NUMBER: 2130

DEFINITION

Under direction, the Corporal will perform all tasks normally performed by a Police Officer and will have the following additional responsibilities: to supervise and assist sworn and non-sworn personnel in carrying out assignments, tasks and functions of the various divisions within the Police Department.

EXAMPLES OF DUTIES

In the absence of a Sergeant, the Corporal will oversee law enforcement and related activities of subordinate departmental employees working during an assigned shift. Inspect, instruct and assign beats to police officers and other departmental personnel. Insure that Department rules, regulations and policies are enforced. Review and correct reports submitted by subordinates. Personally conduct briefing and provide information concerning current activities in the District to officers and other department personnel. Maintain discipline; meet with assigned personnel on a regular basis to plan, evaluate and conduct performance evaluations. Prepare and write activity reports; generate statistical information and maintain files.

OTHER DUTIES

May be required to speak and present information to the public or community groups; provide direction and information to the public; direct traffic; ride a motorcycle during traffic detail assignment. May appear in court and testify when necessary. May perform general law enforcement work such as investigations, documenting; collecting evidence in criminal or related matters or assisting subordinates in these duties. Follow up on non-routine matters as necessary.

SPECIAL REQUIREMENTS

Work long hours at various times of the day or night. Work shifts, holidays and weekends as necessary.

Ability to: Run fast enough to apprehend fleeing suspects, generally 50-500 yards with speed. Climb or jump over obstacles of various heights, widths and depths, such as fences, walls, vehicles, shrubs, etc. Use firearms with speed and accuracy. Overcome and/or control physically-resistant persons or arrestees of various sizes and weights. (Averaging at least 6 feet tall and 220 pounds.) Move persons or objects of various sizes by pushing, dragging, lifting or carrying. Sit for long periods of time in police vehicles or at desks. Crouch, stoop, squat, crawl, kneel, climb, stretch and twist upper body during searches, apprehensions or transportation, or entering or exiting vehicles. Work cooperatively with all other agencies and people contacted during the course of work. Remain calm during emergencies and exercise good judgment at all times.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Job Description -- Police Officer

POLICY NUMBER: 2140

DEFINITION

Under general supervision, to perform general law enforcement, crime prevention work and traffic related duties; interpret and enforce various laws, regulations and codes; perform special or unusual assignments.

DISTINGUISHING FEATURES

This is the journey-level classification in the professional police series that is given sworn status. This position requires satisfactory completion of an accredited California POST Academy or possession of a California POST Basic Certificate.

EXAMPLES OF DUTIES

Patrol various areas within the District by driving a police vehicle or by walking to prevent criminal activity, to enforce various laws, regulations and codes; respond to radio dispatched calls and report to crime scenes or locations of disorder to protect life and property.

Conduct investigations, gather information and write factual reports involving criminal activity, traffic accidents, suspicious activity or other unusual incidents. Make arrests as necessary and prepare reports of all arrests made and activities performed. Interview victims, complainants and witnesses of crimes or related incidents. Interview and interrogate suspicious persons, suspects and prisoners. Confer with and provide information to other law enforcement and criminal justice system personnel.

Gather, mark, preserve and record evidence in criminal or related matters; testify and present evidence in court. Serve warrants and subpoenas. Assist in the performance of special investigations and perform undercover and surveillance activities when necessary.

Answer questions from the public concerning state and local laws, regulations, codes and procedures and activities of the Department.

OTHER DUTIES

May work as a watch commander or shift supervisor in the absence of the Sergeant. Perform court liaison officer duties including the filing of criminal complaints with the District Attorney's Office and obtain arrest warrants. Receive and process bail payments; retrieve and request information involving arrests and subpoenas. May be required to speak and present information to the public or community groups; provide direction and information to the public. Ride a motorcycle during traffic detail assignment.

SPECIAL REQUIREMENTS

Work long hours at various times of the day or night. Work shifts, holidays and weekends as necessary.

Ability to: Run fast enough to apprehend fleeing suspects, generally 50-500 yards with speed. Climb or jump over obstacles of various heights, widths and depths, such as fences, walls, vehicles, shrubs, etc. Use firearms with speed and accuracy. Overcome and/or control physically-resistant persons or arrestees of various sizes and weights. (Averaging at least 6 feet tall and 220 pounds.) Move persons or objects of various sizes by pushing, dragging, lifting or carrying. Sit for long periods of time in police vehicles or at desks. Crouch, stoop, squat, crawl, kneel, climb, stretch and twist upper body during searches, apprehensions or transportation, or entering or exiting vehicles.

Work cooperatively with all other agencies and people contacted during the course of work. Remain calm during emergencies and exercise good judgment at all times.

Vision: Normal, not less than 20/100 without correction and corrected to 20/25. Only mild color blindness allowed. Soft contact lenses acceptable.

Hearing: Ability to hear police radio transmissions, telephone conversations, normal conversation and verbal instructions. No hearing aids allowed. Hearing in the worst ear is to be no greater than 30 decibels at any one of the first 3 frequencies of 500Hz, 1000Hz, 2000Hz and 300Hz and the average of 4 frequencies no greater than 30 decibels.

Possession of a valid California Class "C" drivers license.

DESIRABLE QUALIFICATIONS

Knowledge of: State laws, local regulations, ordinances and codes including laws of arrest, current court decisions. General police procedures and rules. Standard police broadcasting procedures and codes. Proper use and care of departmental equipment and firearms. Geography of the local area.

Ability to: Understand and carry out oral and written instructions. Read, comprehend, write and speak English effectively. Write clear, concise and grammatically correct police reports. Observe, hear, remember and record facts in writing. Interpret, explain and apply laws and regulations. Analyze situations accurately and adopt effective courses of action. Mediate confrontations including but not limited to family and civil disputes and hostile groups or persons. Physically search buildings, vehicles, persons and property. Search for missing, wanted or lost persons or evidence. Arrest persons with or without warrants; take into custody and guard prisoners and safety equipment. Administer first aid and CPR. Secure and protect property including evidence and personal property.

Skills: Operation of a police vehicle at fast rates of speed during emergency situations. Ability to use police radios as well as hand-held portables and use of proper radio codes. Ability to use hand-held and/or electronic equipment for drug and alcohol detection. Ability to use surveillance and electronic monitoring services as well as cameras and tape recording devices. Ability to process for and lift latent evidence. Ability to finger print and take palm prints from arrestees. Ability to safely use departmentally-issued firearms and safety equipment. Ability to use police department computer.

Age: At least 21 years of age at the time of appointment.

EXPERIENCE

Successful completion of an accredited, California POST approved basic academy and/or possession of a California POST certificate.

EDUCATION

High school graduate or equivalent.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Job Description – Police Officer Trainee
POLICY NUMBER: 2150

DEFINITION

Under close supervision, to be trained and learn to perform general law enforcement, crime prevention work and traffic related duties; to be trained and learn to interpret and enforce various laws, regulations and codes; and to perform special or unusual assignments when necessary.

DISTINGUISHING FEATURES

This is an entry-level classification. This position serves in a training capacity until the completion of an accredited California POST Academy. Upon successful completion and graduation from the academy, the candidate will receive the title of Police Officer and become a sworn member of the Broadmoor Police Department, at which time he/she will receive police officer wages and benefits.

EXAMPLES OF DUTIES

Learn and apply all the important and essential duties of a Police Officer which include: Patrol various areas within the District by driving a police vehicle or by walking to prevent criminal activity, to enforce various laws, regulations and codes; respond to radio dispatched calls and report to crime scenes or locations of disorder to protect life and property.

Conduct investigations, gather information and write factual reports involving criminal activity, traffic accidents, suspicious activity or other unusual incidents. Make arrests as necessary and prepare reports of all arrests made and activities performed. Interview victims, complainants and witnesses of crimes or related incidents. Interview and interrogate suspicious persons, suspects and prisoners. Confer with and provide information to other law enforcement and criminal justice system personnel.

Gather, mark, preserve and record evidence in criminal or related matters; testify and present evidence in court. Serve warrants and subpoenas. Assist in the performance of special investigations and perform undercover and surveillance activities when necessary.

Answer questions from the public concerning state and local laws, regulations, codes and procedures and activities of the Department.

SPECIAL REQUIREMENTS

Work long hours at various times of the day or night. Work shifts, holidays and weekends as necessary.

Ability to: Run fast enough to apprehend fleeing suspects, generally 50-500 yards with speed. Climb or jump over obstacles of various heights, widths and depths, such as fences, walls, vehicles, shrubs, etc. Use firearms with speed and accuracy. Overcome and/or control physically-resistant persons or arrestees of various sizes and weights. (Averaging at least 6 feet tall and 220 pounds.) Move persons or objects of various sizes by pushing, dragging, lifting or carrying. Sit for long periods of time in police vehicles or at desks. Crouch, stoop, squat, crawl, kneel, climb, stretch and twist upper body during searches, apprehensions or transportation, or entering or exiting vehicles.

Work cooperatively with all other agencies and people contacted during the course of work. Remain calm during emergencies and exercise good judgment at all times.

Vision: Normal, not less than 20/100 without correction and corrected to 20/25. Only mild color blindness allowed. Soft contact lenses acceptable.

Hearing: Ability to hear police radio transmissions, telephone conversations, normal conversation and verbal instructions. No hearing aids allowed. Hearing in the worst ear is to be no greater than 30 decibels at any one of the first 3 frequencies of 500Hz, 1000Hz, 2000Hz and 300Hz and the average of 4 frequencies no greater than 30 decibels.

Possession of a valid California Class "C" drivers license.

DESIRABLE QUALIFICATIONS

Knowledge of: State laws, local regulations, ordinances and codes including laws of arrest, current court decisions. General police procedures and rules. Standard police broadcasting procedures and codes. Proper use and care of departmental equipment and firearms. Geography of the local area.

Ability to: Understand and carry out oral and written instructions. Read, comprehend, write and speak English effectively. Write clear, concise and grammatically correct police reports. Observe, hear, remember and record facts in writing. Interpret, explain and apply laws and regulations. Analyze situations accurately and adopt effective courses of action. Mediate confrontations including but not limited to family and civil disputes and hostile groups or persons. Physically search buildings, vehicles, persons and property. Search for missing, wanted or lost persons or evidence. Arrest persons with or without warrants, take into custody and guard prisoners and safety equipment.

Administer first aid and CPR. Secure and protect property including evidence and personal property.

Skills: Operation of a police vehicle at fast rates of speed during emergency situations. Ability to use police radios as well as hand-held portables and use of proper radio codes. Ability to use hand-held and/or electronic equipment for drug and alcohol detection. Ability to use surveillance and electronic monitoring services as well as cameras and tape recording devices. Ability to process for and lift latent evidence. Ability to finger print and take palm prints from arrestees. Ability to safely use departmentally-issued firearms and safety equipment. Ability to use police department computer.

Age: At least 20 years of age at the time of written and/or oral test.

EXPERIENCE

Sufficient experience and training to meet the qualifications of the position.

EDUCATION

High school graduate or equivalent.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Job Description – Police Records Clerk II
POLICY NUMBER: 2160

DEFINITION

Police Records Clerk II is a journey-level position in the Police Records Division requiring average knowledge and computer experiences. Under general supervision, to perform a variety of specialized typing, computer data entry, word processing; clerical work involving the processing, filing and maintenance of police department records, reports and documents; do related work as required.

EXAMPLES OF DUTIES

Prepare materials for and process all types of warrants, fingerprint records and stolen and abandoned vehicle records; sort, index, route and make copies of reports and related documents; assist citizens at the police department front counter; take a variety of reports, answer questions, provide directions, etc.; aid in the completion of a variety of application and complaint forms; receive and process parking and traffic citations; check records and information by use of the police department computer system; maintain various logs of warrant, subpoenas, vehicles, etc.; post monies received for fines and forfeitures; compute the distribution of fines and forfeitures to the District; take incoming business related telephone calls or route them to the appropriate person or voice mail for proper handling, collect fees at the front office counter, etc.

OTHER DUTIES

Use and read maps to provide directions to inquiring citizens; release property to citizens; transcribe audio tapes; package items for shipment in the U. S. mail; secure information from files and reports for authorized personnel or parties; extract information from reports and transfer it into the records computer by data entry using computer keyboard and monitor; prepare transmittal sheets for bail monies; compose a variety of correspondence to traffic offenders, arrested persons' court appearance times and dates or other reasons, process and file cases and reports with the prosecutor's office and the courts, act as secretary to the Chief of Police, as well as typing letters, envelopes, etc., for other departmental personnel; provide the public with general information and refer incoming telephone calls to appropriate personnel; write and issue receipts for purchases of copies of reports, vehicle releases, citation corrections and finger print and other processing fees; keep current on all laws and requirements concerning release of criminal offender record information, maintain an adequate sufficient supply of police and office materials, and place orders to replenish the same when needed, and such other duties within the foregoing general description that may from time-to-time be assigned by the Chief of Police.

SPECIAL REQUIREMENTS

Ability to: Use independent judgment and initiative particularly when dealing with the public; establish and maintain cooperative working relationships with citizens, peers, police personnel and employees in other departments; remain calm and exercise good judgment; may be required to work evenings, weekends, holidays, etc.; sit for long periods of time at a desk; view a computer screen while using a computer keyboard and doing data entry; stretch, kneel, stoop, bend and twist body when viewing, locating or retrieving files, obtaining reports, additional supplies, etc..

Vision: Ability to read and comprehend written documents, computer screens, postage meter numbers, typewriter and computer keyboard, copy and facsimile machine instructions, etc..

Hearing: Ability to hear police radio transmissions, telephone conversations, normal conversation and verbal instructions

DESIRABLE QUALIFICATIONS

Knowledge of: Police Department policies, procedures, rules and regulations; modern office methods, English language (usage, spelling, grammar, punctuation, etc.); basic arithmetic (adding, subtracting, multiplying, dividing, etc.).

Ability to: Learn to retain and use department policies and procedures and to explain them to the public; maintain a variety of records, reports, files, etc.; communicate clearly (orally and in writing) with the public; understand and follow oral and written instructions; perform clerical procedures of a modern law enforcement department; obtain information from written reports; and do data entries into the departmental computer system analyze situations accurately and adopt effective courses of action.

Skills: Attend and successfully complete a 40-hour basic records course and related course offered by an accredited California community college; ability to use and operate a number of machines including, but not limited to: a multi-line telephone switchboard, a police computer (keyboard and monitor), a facsimile machine, a copy machine, an electric typewriter, a postage meter machine, a computer aided dispatch keyboard and screen and a state computer keyboard and monitor; ability to type at a speed of at least 40 words per minute; use of any computer system with speed and accuracy; ability to use police radios as well as hand-held portables and use of proper radio codes.

Age: At least 18 years of age at the time of appointment.

EXPERIENCE

A typical qualifying background would be at least one year of clerical experience, preferably in a law enforcement agency.

EDUCATION

High school graduate or equivalent.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Job Description – Police Records Clerk I
POLICY NUMBER: 2170

DEFINITION

Police Records Clerk I is an entry-level position in the Police Records Division requiring average knowledge and computer experiences. Under direct supervision, to perform a variety of specialized typing, computer data entry, word processing; clerical work involving the processing, filing and maintenance of police department records, reports and documents; do related work as required.

EXAMPLES OF DUTIES

Prepare materials for and process all types of warrants, fingerprint records and stolen and abandoned vehicle records; sort, index, route and make copies of reports and related documents; assist citizens at the police department front counter; take a variety of reports, answer questions, provide directions, etc.; aid in the completion of a variety of application and complaint forms; receive and process parking and traffic citations; check records and information by use of the police department computer system; maintain various logs of warrant, subpoenas, vehicles, etc.; post monies received for fines and forfeitures; compute the distribution of fines and forfeitures to the District; take incoming business related telephone calls; collect fees at the front office counter; etc.

OTHER DUTIES

Use and read maps to provide directions to inquiring citizens; release property to citizens; transcribe audio tapes; package items for shipment in the U. S. mail; secure information from files and reports for authorized personnel or parties; extract information from reports and transfer it into the records computer by data entry using computer keyboard and monitor; prepare transmittal sheets for bail monies; compose a variety of correspondence to traffic offenders, arrested persons' court appearance times and dates or other reasons, as well as typing letters, envelopes, etc., for other departmental personnel; provide the public with general information and refer incoming telephone calls to appropriate personnel; write and issue receipts for purchases of copies of reports, vehicle releases, citation corrections and finger print and other processing fees; keep current on all laws and requirements concerning release of criminal offender record information.

SPECIAL REQUIREMENTS

Ability to: Use independent judgment and initiative particularly when dealing with the public; establish and maintain cooperative working relationships with citizens, peers, police personnel and employees in other departments; remain calm and exercise good judgment; may be required to work evenings, weekends, holidays, etc.; sit for long periods of time at a desk; view a computer screen while using a computer

keyboard and doing data entry; stretch, kneel, stoop, bend and twist body when viewing, locating or retrieving files, obtaining reports, additional supplies, etc..

Vision: Ability to read and comprehend written documents, computer screens, postage meter numbers, typewriter and computer keyboard, copy and facsimile machine instructions, etc..

Hearing: Ability to hear police radio transmissions, telephone conversations, normal conversation and verbal instructions

DESIRABLE QUALIFICATIONS

Knowledge of: Police Department policies, procedures, rules and regulations; modern office methods, English language (usage, spelling, grammar, punctuation, etc.); basic arithmetic (adding, subtracting, multiplying, dividing, etc.).

Ability to: Learn to retain and use department policies and procedures and to explain them to the public; maintain a variety of records, reports, files, etc.; communicate clearly (orally and in writing) with the public; understand and follow oral and written instructions; perform clerical procedures of a modern law enforcement department; obtain information from written reports; and do data entries into the departmental computer system analyze situations accurately and adopt effective courses of action.

Skills: Attend and successfully complete a 40-hour basic records course and related course offered by an accredited California community college; ability to use and operate a number of machines including, but not limited to: a multi-line telephone switchboard, a police computer (keyboard and monitor), a facsimile machine, a copy machine, an electric typewriter, a postage meter machine, a computer aided dispatch keyboard and screen and a state computer keyboard and monitor; ability to type at a speed of at least 40 words per minute; use of any computer system with speed and accuracy; ability to use police radios as well as hand-held portables and use of proper radio codes.

Age: At least 18 years of age at the time of appointment.

EXPERIENCE

A typical qualifying background would be at least one year of clerical experience, preferably in a law enforcement agency.

EDUCATION

High school graduate or equivalent.



MEMORANDUM OF AGREEMENT

between

BROADMOOR POLICE PROTECTION DISTRICT

and

BROADMOOR POLICE OFFICERS ASSOCIATION

for July 1, 2005, through June 30, 2006

The Memorandum of Understanding hereinafter referred to as the "Agreement" is made and entered into at Broadmoor, California, this 14th Day of June 2005, by and between the Broadmoor Police Protection District, hereinafter referred to as the "District" and Teamsters Union Local 856 for the Broadmoor Police Officers Association, hereinafter referred to as the "Union." 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, 2005, except where otherwise provided, and shall remain in effect through June 30, 2006. 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, 2005. 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 The Teamsters Union Local 856 is recognized as the exclusive representative for the purpose of meeting, conferring, bargaining and negotiating on matters within the scope of representation for employees assigned to the classes set forth in Exhibit "I" of this Agreement.
- 2.2 Except in case of emergency, the Union, 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 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 Union.

ARTICLE 4 -- MAINTENANCE OF BENEFITS

The status of all existing benefits and conditions of employment now enjoyed by classifications represented by the Union shall not be deemed affected by this Agreement, except as specifically modified by provisions hereof or actions taken in implementation thereof.

ARTICLE 5 -- WAGES

- 5.1 On July 1, 2005, the salary ranges for employees covered by this Agreement shall be adjusted as indicated in Exhibit "I" attached hereto.

ARTICLE 5 – WAGES (CONTINUED)

- 5.2 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 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.
- 5.3 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 judgment of the Chief of Police, such conversion is advisable.
- 5.4 Employees shall be evaluated by their supervisor on an 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 for 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.
- 5.5 Employees shall be paid in accordance with the policies of the San Mateo County Controller.

ARTICLE 6 -- OVERTIME

- 6.1 All 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. An employee assigned to a four (4) ten (10) hour shift authorized or required to work overtime who works in excess of ten (10) 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. An employee assigned to a three (3) twelve (12) hour shift authorized or required to work overtime who works in excess of twelve (12) 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.
 - 6.2.1 No overtime compensation shall be paid for overtime worked which does not exceed thirty (30) minutes per day.

ARTICLE 6 -- OVERTIME (CONTINUED)

- 6.3 The District shall require the first eleven (11) hours of earned overtime per month by an employee to be taken as compensatory time. Any earned overtime, which exceeds the first eleven (11) hour period per month, may be compensated at the rate of time and one-half (1-1/2) the employee's regular hourly rate.

- 6.4 Except as provided in Section S 1621.1 of the Duty Manual, employees attending scheduled training while off duty shall be compensated at the employee's regular hourly rate of pay. Such off duty training shall not be counted as overtime.
- 6.5 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 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. In order to receive overtime compensation, each employee must submit requests for such compensation within seventy-two (72) hours of the overtime worked.
- 6.6 Once compensatory time off has been approved and scheduled, 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.
- 6.7 In the event two or more employees request the same time off for either related or unrelated business, 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.
- 6.8 Except as provided in Section 6.9, 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.
- 6.9 Notwithstanding the provisions of Section 6.8, 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:
- 6.9.1 In the event an employee's outstanding amount of accrued compensatory time off exceeds thirty-six (36) hours, the employee shall be required to take time off equal to the amount in excess of thirty-six hours, or as otherwise directed by command personnel.
- 6.9.2 No employee shall be required to reduce his or her individual number of accrued hours of compensatory time below thirty-six (36) hours.

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 at the employee's regular hourly rate, or for a minimum of two (2) hours at the appropriate rate, whichever is greater. However, no employee shall be entitled to more than one (1) two (2) hour 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.
- 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 If the court appearance is required at a time less than twelve (12) hours prior to the beginning of the employee's work shift, the employee shall receive overtime compensation as set forth in Section 6.2 hereof.
 - 7.3.2 If the court appearance is required on employee's day off, or more than twelve (12) hours prior to the beginning of the employee's next work shift, the employee shall receive a minimum of two (2) hours compensation at the employee's regular hourly rate or the hours actually spent, whichever is greater.
 - 7.3.3 When requested by the subpoenaing authority, members assigned to *phone stand-by* are entitled to overtime compensation beginning upon arrival at court.
 - 7.3.4 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 the employee's regular hourly rate. Copies of subpoena(s) must be submitted with all compensatory requests.

ARTICLE 8 -- BREAKS, MEAL BREAK

- 8.1 All sworn employees assigned to the classes set forth in Exhibit "I" 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 "I" of this Agreement shall be limited to an eating establishment located within a two (2) mile radius of the District.

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) hour daily shift shall be forty (40) hours per week. The standard workweek for employees assigned to a ten (10) hour daily shift shall be forty (40) hours per week. The standard workweek for employees assigned to a twelve (12) hour daily shift shall be forty-two (42) hours per week.

ARTICLE 9 -- HOURS OF WORK/SHIFT SCHEDULE/ROTATION (CONTINUED)

- 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 four (4) ten (10) hour shift schedule shall be given three (3) consecutive days off except where due to a change in the employee's work schedule, it is impossible to provide three (3) days off. Employees assigned to a three (3) twelve (12) hour shift schedule shall be given three (3) consecutive days off except where due to a change in the employee's work schedule, it is impossible to provide three (3) days off.
- 9.4 Except as provided in Section 9.5, shift assignments will be for one (1) calendar year with an option to remain on the same shift for one (1) more calendar year. At the end of the two (2) year period, employees can be rotated onto a mandatory shift assignment for (1) calendar year. At the end of the mandatory shift assignment, the employee will be assigned to the shift of preference if available. Shift rotation change will be scheduled for July 1st of each year. Shift change notices will be posted at least ninety (90) days prior to the date of the mandatory shift assignment.
- 9.5 At the discretion of the Watch Commander, or in the event the efficient operation of the Department would dictate otherwise in the opinion of the Chief of Police, an employee's shift schedule or rotation may be modified at any time.

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 Sergeant of Police at least seventy-two (72) hours prior to the first day of trade. Written approval by the Sergeant 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, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus 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 eight (8) hours per holiday.
- 11.2 In lieu of holiday benefits, each employee shall receive compensation in the amount of straight-time regular pay, calculated on the basis of an eight (8) hour period per holiday, whether the employee is on or off duty. In lieu of pay, each employee shall receive Compensation Time Off in the amount of straight-time, calculated on the basis of eight (8) hours per holiday, whether the employee is on or off duty. Such Compensating Time Off will be accrued twice a year, six (6) holidays paid on the first payday in December and six (6) holidays paid on the first payday in June. Requests for Compensating Time Off in lieu of pay for holiday benefits must be submitted to the Chief of Police, or his designated representative, at least one (1) month prior to the first payday in December and June.
- 11.3 Employees who are laid off or whose service with the District is terminated prior to the first payday in December or the first payday in June shall receive their holiday compensation prorated to the date of separation.

ARTICLE 12 -- VACATIONS

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

Years of Service	Earned vacation hours per month
1-4	6.6
5	10.0
6	10.6
7	11.3
8	12.0
9	12.6
10 or more	13.3

12.2 Each employee assigned to the classes set forth in Exhibit "I" 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 prorata 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 "I" of this Agreement shall submit requests for vacation leave to the Sergeant 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 six (6) days of vacation leave per request. Employees assigned to twelve (12) hour shifts enjoying more than six (6) days of vacation will use the remainder of their leave at District discretion. For employees assigned to work ten (10) hour shifts, vacation leave will be granted on a seniority basis for up to eight (8) days of vacation leave per request. Employees assigned to ten (10) hour shifts enjoying more than eight (8) 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) hour 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 1st will require the Commander'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.

ARTICLE 13 -- SICK LEAVE (CONTINUED)

- 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 may 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, in itself, 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, step-parents, spouse, child, step-child, 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.

ARTICLE 15 – MILITARY LEAVE (CONTINUED)

- 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 active service or until their employment with the District ends or is terminated, whichever is the earlier time, and in such situation, such 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 Workers' 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 the 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 of absence in a class of employment identical or substantially similar to that in which the employee 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.

ARTICLE 16 -- DISABILITY LEAVE (CONTINUED)

- 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 District Manager shall have determined that such employee is entitled to such compensation or benefits.
- 16.9 The District Manager 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 Manager.

ARTICLE 16 -- DISABILITY LEAVE (CONTINUED)

- 16.10 The District Manager 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 for 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 Manager in violation of this paragraph shall be null and void.
- 16.11 Also, in the event the District Manager 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 Manager 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.

ARTICLE 17 -- ABSENCE WITHOUT PAY

- 17.1 Failure of an employee to report for duty on an assigned work day 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 work day, 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

Effective May 10, 2005, the District shall contribute the sum necessary to provide the following health and welfare benefits: Medical Plan AA (no deductible), Drugs (no co-pay, no maximum); Dental Plan 2 AA with Orthodontia; Vision (no deductible); and Life with AD&D (\$5,000) through the Teamsters Union Local 856 Health and Welfare Trust Fund in accordance with the rules and regulations of said fund. In addition, the District agrees to provide for a new benefit of "Retirement Medical Coverage" for the employee and spouse. Upon retirement, the retired employee shall be responsible for payment of monthly premiums and all associated costs of said plan.

ARTICLE 19 -- RETIREMENT

- 19.1 The District shall provide retirement benefits to eligible safety employees under the provisions of the California Public Employees Retirement System, three percent (3%) at fifty (50) plan. All contributions to the plan shall be made by the District. The District shall also provide retirement benefits to eligible miscellaneous employees under the provisions of the California Public Employees Retirement System, two percent (2%) at fifty-five (55) plan. All contributions to the plan shall be made by the District.
- 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

Whenever it is necessary because of a lack of funds or whenever it is advisable in the interests of economy to reduce the staff, the Board of Police Commissioners may lay off employees in accordance with Government Code Section 19530 and 19541 inclusive.

ARTICLE 21 -- PROBATIONARY PERIOD

- 21.1 The probationary period for employees assigned to the classes set forth in Exhibit "I" of this Agreement is eighteen (18) months. The probationary period shall start from the date of probationary employment.

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 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 administrative or judicial process.
- 21.4 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.
- 21.5 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 21 -- PROBATIONARY PERIOD (CONTINUED)

- 21.6 An employee promoted to a higher classification shall have the right to demote to their former classification if rejected during their probationary period.

ARTICLE 22 -- DISCIPLINARY ACTION

The Chief of Police, or his designated representative, may discipline any employee as provided in General Topic/Policy Section C 1000 of the Duty Manual.

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 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 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.

ARTICLE 23 -- GRIEVANCES (CONTINUED)**Step 3. Chief of Police**

If the grievance is not resolved in Step 2, the employee may, within five (5) calendar days 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 Police Commissioners

If the employee does not agree with the decision of the Chief of Police, the employee may appeal to the Board of 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 District Clerk, 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 clerk or 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 which shall be adopted by the Board of Police Commissioners. 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.

In the event a court of competent jurisdiction determines that it has jurisdiction to review a decision of the Board of Police Commissioners notwithstanding the provisions of the preceding paragraph, such review shall be limited to whether or not there exists substantial evidence in the administrative record to support the decision of the Board of Police Commissioners. No court of competent jurisdiction shall have jurisdiction to review de novo the decision of the Board of Police Commissioners or substitute its independent judgment for the judgment (decision) of the Board of Police Commissioners.

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.

ARTICLE 23 -- GRIEVANCES (CONTINUED)

- 23.3 Proposal to add to or change this Agreement or written agreements or addenda supplementary hereto shall not be arbitrable 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 addenda 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 holidays, 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, which allege 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 Chief of Police and the Union.
- 23.8 The Union, 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 equipment (provided such equipment is safe and sound), to perform customary duties, or other 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.

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.

ARTICLE 24 -- SENIORITY (CONTINUED)

- 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 Union who shall be the President of the Broadmoor Police Officers Association.

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 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 in regard to 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 as a result 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.

ARTICLE 27 -- TUITION REIMBURSEMENT (CONTINUED)

- 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 a 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 (7-1/2) percent of their basic salary if they possess the Advanced Peace Officers Standards and Training Certificate issued by the California State Department of Justice.

ARTICLE 29 -- UNIFORM REPLACEMENT

- 29.1 The District shall provide all required components of the uniform as specified in Section U 1300.3 of the Duty 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 Union 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 effect 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.

THIS AGREEMENT executed on the 14th day of June, 2005, between the Broadmoor Police Protection District and the Teamsters Union Local 856, 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 Union.

FOR THE BROADMOOR POLICE PROTECTION DISTRICT



J. Wayne Johnson
Chairman




Glynnis Carreira
Treasurer



Joseph P. Sheridan
Secretary

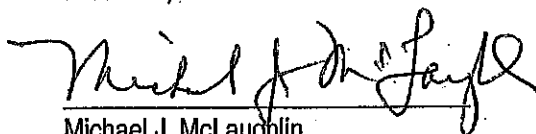
FOR THE TEAMSTERS UNION LOCAL 856



John F. Duncan
Steward, Teamsters Union Local 856



Joe Lanthier
President, Teamsters Local Union 856



Michael J. McLaughlin
Secretary/Treasurer, Teamsters Union Local 856

EXHIBIT I

2005 - 2006

SALARY SCHEDULE

EFFECTIVE JULY 1, 2005

<i>POSITION</i>	<i>HOURLY</i>	<i>MONTHLY</i>	<i>ANNUALLY</i>
SERGEANT *	38.222	\$6,956.40	\$83,476.85
5%	40.156	\$7,308.39	\$87,700.70
7-1/2%	41.088	\$7,478.02	\$89,736.19
 OFFICER IV *	 34.851	 \$6,342.88	 \$76,114.58
5%	36.508	\$6,644.46	\$79,733.47
7-1/2%	37.398	\$6,806.44	\$81,677.23
 OFFICER III *	 32.626	 \$5,937.93	 \$71,255.18
5%	34.271	\$6,237.32	\$74,847.86
7-1/2%	35.092	\$6,386.74	\$76,640.93
 OFFICER II *	 30.876	 \$5,619.43	 \$67,433.18
5%	32.411	\$5,898.80	\$70,785.62
7-1/2%	33.191	\$6,040.76	\$72,489.14
 OFFICER I *	 28.693	 \$5,222.13	 \$62,665.51
5%	30.127	\$5,483.11	\$65,797.37
7-1/2%	30.844	\$5,613.61	\$67,363.30
 POLICE CLERK II	 22.207	 \$3,849.21	 \$46,190.56
	23.324	\$4,042.83	\$48,513.92
	24.488	\$4,244.59	\$50,935.04
	25.700	\$4,454.67	\$53,456.00
 POLICE CLERK I	 19.926	 \$3,453.84	 \$41,446.08
	20.930	\$3,627.87	\$43,534.40
	21.968	\$3,807.79	\$45,693.44
	23.069	\$3,998.63	\$47,983.52

* 84 hour pay period



Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Illness and Injury Prevention Program
POLICY NUMBER: 3010

3010.1 Program Goal and Outline.

The goal of the District is to provide safe and healthful working conditions for all of its employees. Therefore, the District will maintain a safety and health program conforming to the best practices of agencies of this type. The District is covered, in the case of occupational injuries, by the California Special District's Worker's Compensation Authority.

3010.1.1 Employees injured while on the job shall complete the following forms:

3010.1.2 Submit a memorandum to their immediate supervisor outlining the nature and scope of their injury.

3010.1.3 Complete and submit State Compensation Insurance Fund Form 3067.

3010.1.4 Complete and submit Department of Industrial Relations Form 3301.

3010.1.5 Treatment authorization to Seton Medical Center, 1900 Sullivan Avenue, Daly City, CA 94015-2200, (650) 992-4000.

3010.1.6 Completed forms shall be forwarded to the District Manager, or his designee, as soon as practical. All forms shall be forwarded to the appropriate agencies by the District Manager, or his designee.

3010.1.7 An employee injury file shall be forwarded to the District Manager as soon as practical, and shall be forwarded to the appropriate agencies by the District Manager, or his designee.

3010.2 Program Responsibility.

Although the District recognizes that the responsibility for safety and health is shared, the District Manager shall be responsible and have full authority for implementing this policy and the District's Injury and Illness Prevention Program.

3010.2.1 The District accepts responsibility for leadership of the safety and health program, for its effectiveness and improvements, and for providing the safeguards required to ensure safe conditions.

3010.2.2 Supervisory personnel are responsible for developing proper attitudes toward safety and health in themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves.

3010.2.3 Employees are responsible for wholehearted, genuine operation of all aspects of the safety and health program -including compliance with all rules and regulations - and for continuously practicing safety while performing their duties. Any employee found not practicing safety while performing their duties will be subject to appropriate discipline.

3010.3 Injury and Illness Records.

The District's record keeping system for its Injury and Illness Prevention Program shall conform to Cal/OSHA standards. Records shall be used to measure and evaluate the success of said program.

3010.3.1 A report shall be obtained on every injury or illness requiring medical treatment. (See also Section 3010.8.)

3010.3.2 Each injury or illness shall be recorded on the "Cal/OSHA Log and Summary of Occupational Injuries and Illnesses," Cal/OSHA Form 200, according to its instructions.

3010.3.3 A supplementary record of the occupational injuries and illnesses shall be prepared on OSHA Form 5020, "Employer's Report of Injury or Illness," with the same information as in 3010.32, above.

3010.3.4 Annually, the summary Cal/OSHA Form 200 shall be prepared and posted no later than February 1 in a place easily observable by employees. Said form shall remain posted until March 1.

3010.3.5 All records specified in this section shall be maintained in the District's files for a minimum of five years after their preparation.

3010.4 Documentation of Activities.

Records shall be maintained of steps taken to establish and maintain the District's Injury and Illness Prevention Program. They shall include:

3010.4.1 Records of scheduled and periodic inspections as required by Cal/OSHA [*California Code of Regulations, Title 8, Chapter 4*] to identify unsafe conditions and work practices. The documentation must include the name of the person(s) conducting the inspection, the unsafe conditions and work practices identified, and the action taken to correct the unsafe conditions and work practices. The records are to be maintained for at least three (3) years.

3010.4.2 Documentation of safety and health training required by Cal/OSHA [*California Code of Regulations, Title 8, Chapter 4*] for each employee. The documentation must specifically include employee name or other identifier, training dates, type(s) of training and the name of the training provider. These records must also be kept for at least three years.

3010.5 Program Communication System.

Readily understandable communication shall be maintained with all affected employees on matters relating to occupational safety and health, including provisions designed to encourage employees to inform the District of hazards at the worksite without fear of reprisal. Communications with employees shall include meetings, training programs, posted written information, and a system of anonymous notification by employees about hazards.

3010.5.1 Written communications to employees shall be in a language they can understand. If an employee cannot read in any language, said communication shall be made orally in a language he/she can readily understand.

3010.5.2 The District's Code of Safe Practices, below, shall be posted at a conspicuous location in the District's maintenance office, and shall be provided to each supervisory employee who shall keep it readily available.

3010.5.3 Periodic meetings (at least one per quarter) of supervisory employees shall be held under the direction of the District Manager for the discussion of safety problems and accidents that have occurred. Documentation of these meetings shall be maintained for three years.

3010.5.4 Supervisory employees shall conduct "toolbox" or "tailgate" safety meetings, or equivalent, with their subordinates at least every ten working days to emphasize safety. Documentation of these meetings shall be maintained for three years.

3010.5.5 District employee meetings shall be conducted (at least one per quarter) at which safety is freely and openly discussed by those present. Such meetings should be regular, scheduled, and announced to all employees so that maximum employee attendance can be achieved. Documentation of these meeting shall be maintained for three years. Discussions at these meetings should concentrate on:

3010.5.5.1 Occupational accident and injury history within the District, with possible comparisons to other similar agencies.

3010.5.5.2 Feedback from employees.

3010.5.5.3 Guest speakers from the District's workers' compensation insurance carrier or other agencies concerned with safety.

3010.5.5.4 Brief audio-visual materials that relate to the District's operations.

3010.5.6 Training programs shall be conducted when new equipment, machinery or tools are purchased. Employees shall be instructed in the safe operation of said equipment, machinery or tools. Documentation of training programs shall be maintained for three years.

3010.5.6.1 New employees shall be trained by their supervisor in the safe operation of the equipment, machinery and tools with which they will be working prior to being allowed

to work independently. Documentation of new employee training shall be maintained for three years.

3010.5.7 Posters and bulletins relating to and encouraging safe and healthy practices shall be posted on a rotational basis at a conspicuous location in the District's office.

3010.5.8 News articles and publications devoted to safety shall be distributed to employees. This policy shall also be distributed to all employees upon its adoption, to all new employees at the time of their hiring, and annually thereafter.

3010.5.9 A safety suggestion box shall be maintained where employees, anonymously if desired, can communicate their concerns to the District Manager.

3010.6 Hazard Assessment and Control.

Periodic safety inspections shall be conducted to identify existing hazards in the workplace, or conditions, equipment and procedures that could be potentially hazardous. The inspections shall be conducted by personnel who, through experience or training, are able to identify actual and potential hazards and who understand safe work practices.

3010.6.1 Safety inspectors will observe if safe work practices are being followed and will ensure that unsafe conditions or procedures are identified and corrected properly.

3010.6.2 Safety inspections will be conducted at least annually. The frequency of the inspections will depend on the operations involved, the magnitude of the hazards, the proficiency of employees, changes in equipment or work processes, and the history of workplace injuries and illnesses.

3010.6.3 A written assessment shall be prepared after said inspections which will document identified hazards and prescribe procedures for the elimination of same, and measures that can be taken to prevent their recurrence.

3010.6.4 The District Manager, or his designee, will review written inspection reports and/or assessments and will assist in prioritizing actions and verify completion of previous corrective actions. He/she shall also review the overall inspection program to determine trends.

3010.7 Accident Investigation.

All accidents shall be thoroughly and properly investigated by the Sergeant of Police, with the primary focus of understanding why the accident or near-miss occurred and what actions can be taken to preclude recurrence. A written report of said investigation shall be prepared which adequately identifies the cause(s) of the accident or near-miss occurrence.

3010.7.1 The investigation must obtain all the facts surrounding the occurrence: what caused the situation to occur; who was involved; was/were the employee(s) qualified to perform the functions involved in the accident or near-miss; were they properly trained; were proper operating procedures established for the task involved; were procedures followed, and if not, why not; where else this or a similar situation might exist, and how it can be corrected.

3010.7.2 The accident investigator must determine which aspects of the operation or process require additional attention (what type of constructive action can eliminate the cause(s) of the accident or near-miss).

3010.7.3 Actions already taken to reduce or eliminate the exposures being investigated should be noted, along with those remaining to be addressed.

3010.7.4 Any interim or temporary precautions should also be noted. Any pending corrective action and reason for delaying its implementation should be identified.

3010.7.5 Corrective action should be identified in terms of not only how it will prevent a recurrence of the accident or near-miss, but also how it will improve the overall operation. The solution should be a means of achieving not only accident control, but also total operation control.

3010.8 Code of Safe Practices.

BROADMOOR POLICE PROTECTION DISTRICT

3010.8.1 All employees shall follow these safe practices rules, render every possible aid to safe operations, and report all unsafe conditions or practices to their immediate Supervisor, or District Manager, or his designee.

3010.8.2 Supervising employees shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as necessary to obtain observance.

3010.8.3 Anyone known to be under the influence of drugs or intoxicating substances which impair the employee's ability to safely perform their assigned duties, may be subject to the disciplinary action.

3010.8.4 Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well-being of the employees shall be prohibited.

3010.8.5 All injuries shall be reported promptly to an immediate Supervisor so that arrangements can be made for medical or first aid treatment.

3010.8.6 When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.

3010.8.7 Employees shall cleanse thoroughly after handling hazardous or unhealthy substances, and follow special instructions from authorized sources.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Budget Preparation
POLICY NUMBER: 3020

3020.1 An annual budget proposal shall be prepared by the District Manager.

3020.2 The proposed annual budget shall be reviewed by the Board of Police Commissioners at its regular meeting in May.

3020.3 The proposed annual budget as amended by the Board of Police Commissioners during its review shall be adopted at its regular meeting in July.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Fixed-Asset Accounting

POLICY NUMBER: 3030

3030.1 The purpose of this policy is to ensure proper accounting control resulting in the maintaining of accurate financial reports of fixed assets.

3030.2 An accounting, or inventory, of all fixed assets shall be conducted on an annual basis. After the conclusion of said inventory, the District Manager shall certify its completeness and report the results thereof to the Board of Police Commissioners at its next regular monthly meeting.

3030.3 Applicable purchases for inclusion in said accounting shall be the following:

3030.3.1 Equipment, tools, and vehicles that individually have an original total cost of more than \$500;

3030.3.2 All land and building acquisitions regardless of price; and,

3030.3.3 Additions or major improvements to the District's service infrastructure.

3030.4 When any item defined in Section 3030.3.1 above is received, a tag with a unique identification number shall be affixed to said item, and the number recorded in the permanent inventory records.

3030.5 Permanent inventory records shall be maintained in either a paper file or electronic (computer data base) format. Said records shall be updated whenever a change in the status of a particular fixed asset occurs (e.g., original purchase, sale, destruction, loss, theft, etc.).

3030.6 Information to be maintained in said inventory records shall include at least the following:

3030.6.1 Asset number;

3030.6.2 Description;

3030.6.3 Manufacturer's serial number;

3030.6.4 Storage location;

3030.6.5 Original cost;

3030.6.6 Acquisition date;

3030.6.7 Life expectancy; and,

3030.6.8 Classification code (e.g., office equipment, vehicle, etc.).

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

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3030.6.7 Life expectancy; and,

3030.6.8 Classification code (e.g., office equipment, vehicle, etc.).

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Investment of District Funds

POLICY NUMBER: 3035

3035.1 PREMISE

The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) §53600.6 and §53630.1); and,

Government Code Sections 5921 and 53601, et seq., allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency; and,

The treasurer or fiscal officer of a local agency is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, is to be considered by the local agency's legislative body at a public meeting (CGC §53646(a)).

For these reasons, and to ensure prudent and responsible management of the public's funds, it is the policy of the Broadmoor Police Protection District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of Broadmoor Police Protection District funds.

3035.2 SCOPE

This investment policy applies to all financial assets of the Broadmoor Police Protection District. These funds are accounted for in the Independent Annual Financial Report and include:

Demand Account:
General Fund
Bank Accounts
[others]

Investments:
Local Agency Investment Fund
Certificates of Deposit
[others]

3035.3 PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard

(CGC §53600.3) and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations for expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

3035.4 OBJECTIVES

As specified in CGC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives of the investment activities, in priority order, shall be:

3035.4.1 Safety: Safety of principal is the foremost objective of the investment program. Investments of the Broadmoor Police Protection District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

3035.4.2 Liquidity: The investment portfolio will remain sufficiently liquid to enable the Broadmoor Police Protection District to meet all operating requirements which might be reasonably anticipated.

3035.4.3 Return on Investments: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

3035.5 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from California Government Code Sections 53600, et seq. Management responsibility for the investment program is hereby delegated to the Treasurer, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. Under the provisions of California Government Code §53600.3, the Treasurer is a trustee and a fiduciary subject to the prudent investor standard.

3035.6 ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

3035.7 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Treasurer will maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience and minimal capitalization authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness that are authorized

to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the Treasurer shall select only broker/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, the Treasurer shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the Broadmoor Police Protection District's account with the firm has reviewed the Broadmoor Police Protection District Investment Policy and that the firm understands the policy and intends to present investment recommendations and transactions to the Broadmoor Police Protection District that are appropriate under the terms and conditions of the Investment Policy.

3035.8 AUTHORIZED AND SUITABLE INVESTMENTS

The Broadmoor Police Protection District is empowered by California Government Code §53601, et seq., to invest in the following:

3035.8.1 Bonds issued by the Broadmoor Police Protection District.

3035.8.2 United State Treasury Bills, Notes & Bonds.

3035.8.3 Registered state warrants or treasury notes or bonds issued by the State of California.

3035.8.4 Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies.

3035.8.5 Obligations issued by agencies or instrumentalities of the United States Government.

3035.8.6 Bankers' acceptances with a term not to exceed 270 days. Not more than 40% of surplus funds can be invested in bankers' acceptances and no more than 30% of surplus funds can be invested in the banker's acceptances of any single commercial bank.

3035.8.7 Prime commercial paper of U.S. corporations with assets greater than \$500 million, with a term not to exceed 180 days and the highest ranking issued by Moody's Investors Service (Moody's) or Standard & Poor's Corporation (S&P). Commercial paper cannot exceed 15% of total surplus funds, provided that, if the average maturity of all commercial paper does not exceed 31 days, up to 30% of surplus funds can be invested in commercial paper.

3035.8.8 Negotiable certificates of deposit issued by federally or state chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.

3035.8.9 Repurchase/reverse repurchase agreements of any securities authorized by this section. Securities purchased under these agreements shall be no less than 102% of market value. (See special limits in CGC §53601.i.)

3035.8.10 Medium term notes (not to exceed 5 years) of U.S. corporations rated "A" or better by Moody's or S&P. Not more than 30% of surplus funds can be invested in medium term notes.

3035.8.11 Shares of beneficial interest issued by diversified management companies (money market mutual funds) investing in the securities and obligations authorized by this Section. Such funds must carry the highest rating of at least two of the three largest national rating agencies. Not more than 15% of surplus funds can be invested in money market mutual funds.

3035.8.12 Funds held under the terms of a trust indenture or other contract or agreement may be invested according to the provisions of those indentures or agreements.

3035.8.13 Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations.

3035.8.14 Any mortgage pass-through security, collateralized mortgage obligation, mortgaged backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate or consumer receivable backed bond of a maximum maturity of five years. Securities in this category must be rated AA or better by a nationally recognized rating service. Not more than 30% of surplus funds may be invested in this category of securities.

3035.8.15 Any other investment security authorized under the provisions of CGC §5922 and §53601. (Also, see CGC §53601 for a detailed summary of the limitations and special conditions that apply to each of the above listed investment securities. CGC §53601 is included by reference in this investment policy.)

3035.8.15.1 Prohibited Investments. Under the provisions of CGC §53601.6 and §53631.5, the Broadmoor Police Protection District shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

3035.9 COLLATERALIZATION

All certificates of deposits must be collateralized by U.S. Treasury Obligations. Collateral must be held by a third party trustee and valued on a monthly basis. The percentage of collateralization on repurchase and reverse repurchase agreements will adhere to the amount required under CGC §53601(i)(2).

3035.10 SAFEKEEPING AND CUSTODY

All security transactions entered into by the Broadmoor Police Protection District shall be conducted on delivery-versus-payment (DVP) basis. All securities purchased or acquired shall be delivered to the Broadmoor Police Protection District by book entry, physical delivery or by third party custodial agreement as required by CGC §53601.

3035.11 DIVERSIFICATION

The Broadmoor Police Protection District will diversify its investments by security type and institution. It is the policy of the Broadmoor Police Protection District to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

3035.11.1 Portfolio maturities shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.

3035.11.2 Maturities selected shall provide for stability of income and liquidity.

3035.11.3 Disbursement and payroll dates shall be covered through maturities investments, marketable U.S. Treasury bills or other cash equivalent instruments such as money market mutual funds.

3035.12 REPORTING

In accordance with CGC §53646(b)(1), the Treasurer shall submit to each member of the Board of Police Commissioners a quarterly investment report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for the Broadmoor Police Protection District by third party contracted managers. The report will also include the source of the portfolio valuation. As specified in CGC §53646 (e), if all funds are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that: (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy; and, (2) the Broadmoor Police Protection District will meet its expenditure obligations for the next six months as required by CGC §53646(b)(2) and (3), respectively. The Treasurer shall maintain a complete and timely record of all investment transactions.

3035.13 INVESTMENT POLICY REVIEW

This Investment Policy shall be reviewed on an annual basis, and the Board of Police Commissioners must approve modifications.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Expense Authorization
POLICY NUMBER: 3040

3040.1 All purchases made for the District by staff shall be authorized by the District Manager, and shall be in conformance with the approved District budget.

3040.2 Any commitment of District funds for a purchase or expense greater than \$2,000.000 shall first be submitted to the Board of Police Commissioners for approval, or shall be in conformance with prior Board action and/or authorizations.

3040.3 A "petty cash" fund shall be maintained in the District.

3040.3.1 Petty cash may be advanced to District staff or Commissioners upon their request and the execution of a receipt for same, for the purpose of procuring item(s) or service(s) appropriately relating to District business. After said item(s) or service(s) have been obtained, a receipt for same shall be submitted to the Police Clerk, and any remaining advanced funds shall be returned.

3040.3.2 No personal checks shall be cashed in the petty cash fund.

3040.3.3 The petty cash fund shall be included in the District's annual independent accounting audit.

3040.4 Whenever employees or Commissioners of the District incur "out-of-pocket" expenses for item(s) or service(s) appropriately relating to District business as verified by valid receipts, said expended cash shall be reimbursed upon request from the District's petty cash fund. In those instances when a receipt is not obtainable, the requested reimbursement shall be approved by the District Manager prior to remuneration.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Police Operations

POLICY NUMBER: 3050

3050.1 The Broadmoor Police Protection District maintains its operations at the facility located at 388 88th Street in Broadmoor, California. This facility consists of a public lobby, the Timothy J. Guiney Community Meeting Room, and a police station.

3050.2 Due to security requirements, access to the police station is restricted. The Chief of Police has the authority to establish rules and regulations regarding access to the police station.

3050.3 No documents or materials that are confidential for law enforcement purposes shall be located in the public lobby or public meeting room without the express prior authorization of the Chief of Police.

3050.4 No documents or materials that are confidential for law enforcement purposes shall be in public view in the police station when any public function or activity is held in the police station.

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Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Code of Ethics
POLICY NUMBER: 4010

4010.1 The Board of Police Commissioners of the Broadmoor Police Protection District is committed to providing excellence in legislative leadership that result in the provision of the highest quality of services to its constituents. In order to assist in the interaction and behavior between and among members of the Board of Police Commissioners, the following rules shall be observed.

4010.1.1 The dignity, style, values and opinions of each Commissioner shall be respected.

4010.1.2 Responsiveness and attentive listening in communication is encouraged.

4010.1.3 The needs of the District's constituents should be the priority of the Board of Police Commissioners.

4010.1.4 The primary responsibility of the Board of Police Commissioners is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the Broadmoor Police Department are the sole responsibility of the Chief of Police.

4010.1.5 Commissioners should commit themselves to emphasizing the positive, avoiding double talk, hidden agendas, gossip, backbiting, and other negative forms of interaction.

4010.1.6 Commissioners should commit themselves to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocks based on personalities rather than issues should be avoided.

4010.1.7 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Police Commissioners takes action, Commissioners should commit to supporting said action and not to create barriers to the implementation of said action.

4010.1.8 Commissioners should practice the following procedures:

4010.1.8.1 In seeking clarification on informational items, Commissioners may directly approach professional staff members to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.

4010.1.8.2 In handling complaints from residents and property owners of the District, said complaints should be referred directly to the District Manager.

4010.1.8.3 In handling items related to safety, concerns for safety or hazards should be reported to the District Manager, or his designee. Emergency situations should be dealt with immediately by seeking appropriate assistance.

4010.1.8.4 In presenting items for discussion at Commission meetings, see Policy #5020.

4010.1.8.5 In seeking clarification for policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming, said concerns should be referred directly to the District Manager.

4010.1.9 When approached by District personnel concerning specific District policy, Commissioners should direct inquiries to the appropriate staff supervisor. The chain of command should be followed.

4010.2 The work of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.

4010.2.1 When responding to constituent requests and concerns, Commissioners should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel.

4010.2.2 Commissioners should develop a working relationship with the District Manager wherein current issues, concerns and District projects can be discussed comfortably and openly.

4010.2.3 Commissioners should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.

4010.2.4 Commissioners may not commit the District to any policy, act, or expenditure.

4010.2.5 Commissioners are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Attendance at Meetings
POLICY NUMBER: 4020

4020.1 Members of the Board of Police Commissioners shall attend all regular and special meetings of the Board unless there is good cause for absence.

4020.2 A vacancy shall occur if any member ceases to discharge the duty of his/her office for the period of three consecutive months except as authorized by the Board of Police Commissioners.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Remuneration and Reimbursement

POLICY NUMBER: 4030

4030.1 Members of the Board of Police Commissioners shall serve without remuneration.

4030.2 Members of the Board of Police Commissioners shall be reimbursed for all legitimate expenses incurred in attending any meetings or in making any trips on official business of the Board when so authorized in accordance with Policy #4080.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Chairperson (Board of Police Commissioners)

POLICY NUMBER: 4040

4040.1 The Chair of the Board of Police Commissioners shall serve as chairperson at all Board meetings. He/she shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.

4040.2 In the absence of the Chair, the remaining members present shall select one of themselves to act as chairperson of the meeting.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Members of the Board of Police Commissioners

POLICY NUMBER: 4050

4050.1 Commissioners shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Police Commissioners. Information may be requested from staff or exchanged between Commissioners before meetings.

4050.1.1 Information that is exchanged before meetings shall be distributed through the District Manager, and all Commissioners will receive all information being distributed.

4050.2 Commissioners shall at all times conduct themselves with courtesy to each other, to staff, and to members of the audience present at Board meetings.

4050.3 Commissioners shall defer to the chairperson for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.

4050.4 Commissioners may request for inclusion into minutes brief comments pertinent to an agenda item only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).

4050.5 Commissioners shall abstain from participating in consideration on any item involving a personal or financial conflict of interest. Unless such a conflict of interest exists, however, Commissioners should not abstain from the Board's decision-making responsibilities.

4050.6 Requests by individual Commissioners for substantive information and/or research from District staff will be channeled through the District Manager.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Committees of the Board of Police Commissioners

POLICY NUMBER: 4060

4060.1 The Chairperson shall appoint such ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

4060.2 The following shall be standing committees of the Board:

4060.2.1 Planning Committee;

4060.2.2 Resolution Committee;

4060.2.3 Public Relations Committee.

4060.3 The Chairperson shall appoint and publicly announce the members of the standing committees for the ensuing year no later than the Board's regular meeting in August.

4060.4 The Board's standing committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Chairperson, a majority vote of the Board, or on their own initiative. Any recommendations resulting from said review should be submitted to the Board via a written or oral report.

4060.4.1 All meetings of standing committees shall conform to all open meeting laws (e.g., "Brown Act") that pertain to regular meetings of the Board of Directors.

4060.5 The Board's standing Planning Committee shall be concerned with the formulation of plans for arranging, realizing, and/or achieving District goals.

4060.6 The Board's standing Resolution Committee shall be concerned with proposed resolutions and/or District policies, except those pertaining specifically to personnel.

4060.7 The Board's standing Public Relations Committee shall be concerned with assuring that information regarding the affairs of the District are adequately and appropriately communicated to its constituents and the public at large.

Broadmoor Police Protection Districts

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Membership in Associations

POLICY NUMBER: 4070

4070.1 The Board of Police Commissioners shall ordinarily hold membership in and attend meetings of such national, state, and local associations as may exist which have applicability to the functions of the District, and shall look upon such memberships as an opportunity for in-service training.

4070.2 The Board of Police Commissioners shall maintain membership in the California Special Districts Association and shall insure that annual dues are paid when due.

4070.3 The Board of Police Commissioners shall maintain membership in the San Mateo County Chapter of the California Special Districts Association and shall insure that annual dues are paid when due.

4070.3.1 At the regular Board meeting in January, a member of the Board shall be selected to represent the District in accordance with said chapter's constitution/bylaws, and another member of the Board or staff member shall at the same time be selected to serve as an alternate for the representation.

Broadmoor Police Protection Districts

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Training, Education, and Conferences
POLICY NUMBER: 4080

4080.1 Members of the Board of Police Commissioners are encouraged to attend educational conferences and professional meetings when the purpose of such activities is to improve District operation. Hence, there is no limit as to the number of Police Commissioners attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

4080.1.1 "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted.

4080.2 It is the policy of the District to encourage Board development and excellence of performance by reimbursing expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District.

4080.2.1 The District Manager is responsible for making arrangements for Police Commissioners for conference and registration expenses, and for per diem. Per diem, when appropriate, shall include reimbursement of expenses for meals, lodging, and travel. All expenses for which reimbursement is requested by Police Commissioners, or which are billed to the District by Police Commissioners, shall be submitted to the District Manager, together with validated receipts.

4080.2.2 Attendance by Police Commissioners at seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Chairperson of the Board of Police Commissioners prior to incurring any reimbursable costs.

4080.2.3 Expenses to the District for Board of Police Commissioners' training, education and conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations put forth by the District Manager and by:

4080.2.3.1 Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates.

4080.2.3.2 Police Commissioners traveling together whenever feasible and economically beneficial.

4080.2.3.3 Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.

4080.3 A Director shall not attend a conference or training event for which there is an expense to the District, if it occurs after they have announced their pending resignation, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.

4080.4 Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Police Commissioners will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Police Commissioners and staff.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Board Meetings
POLICY NUMBER: 5010

5010.1 Regular meetings of the Board of Police Commissioners shall be held on the second Tuesday of each calendar month at 7:00 PM in the Timothy J. Guiney Community Meeting Room (Broadmoor Police Station), 388 Eighty-Eighth Street, Broadmoor, CA 94015-1717. The date, time and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board.

5010.2 Special meetings (non-emergency) of the Board of Police Commissioners may be called by the Board Chairperson.

5010.2.1 All Police Commissioners, the District Manager, District Counsel and Commander of Police shall be notified of the special Board meeting and the purpose or purposes for which it is called. Said notification shall be in writing, delivered to them at least 24 hours prior to the meeting.

5010.2.2 Newspapers of District circulation in the District, radio stations and television stations, organizations, and property owners who have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54963) shall be notified by a mailing unless the special meeting is called less than one week in advance, in which case notice, including District to be transacted, will be given by telephone during District hours as soon after the meeting is scheduled as practicable.

5010.2.3 An agenda shall be prepared as specified for regular Board meetings in Policy #5020 and shall be delivered with the notice of the special meeting to those specified above.

5010.2.4 Only those items of District listed in the call for the special meeting shall be considered by the Board at any special meeting.

5010.3 Special Meetings (emergency). In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Police Commissioners may hold an emergency special meeting without complying with the 24-hour notice required in 5010.21, above. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by the District Manager, Board Chairperson or selected Commissioner in the Chairperson's absence.

5010.3.1 Newspapers of District circulation in the District, radio stations and television stations which have requested notice of special meetings in accordance with the Ralph M. Brown Act (California

Government Code §54950 through §54963) shall be notified by at least one hour prior to the emergency special meeting. In the event that telephone services are not functioning, the notice requirement of one hour is waived, but the District Manager, or his/her designee, shall notify such newspapers, radio stations, or television stations of the fact of the holding of the emergency special meeting, and of any action taken by the Board, as soon after the meeting as possible.

5010.3.2 No closed session may be held during an emergency special meeting, and all other rules governing special meetings shall be observed with the exception of the 24-hour notice. The minutes of the emergency special meeting, a list of persons the District Manager or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten days in the District office as soon after the meeting as possible.

5010.4 Adjourned Meetings. A majority vote by the Board of Police Commissioners may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Police Commissioners are present at any regular or adjourned regular meeting, the District Manager may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of adjournment to be given to those specified in 5010.2.2 above.

5010.5 Annual Organizational Meeting. The Board of Police Commissioners shall hold an annual organizational meeting at its regular meeting in January. At this meeting the Board will elect a Chairperson, Treasurer and Secretary from among its members to serve during the current calendar year.

5010.6 The Chairperson of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

5010.7 The Chairperson and the District Manager shall insure that appropriate information is available for the audience at meetings of the Board of Police Commissioners, and that physical facilities for said meetings are functional and appropriate.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Board Meeting Agenda

POLICY NUMBER: 5020

5020.1 The District Manager, in cooperation with the Board Chairperson, shall prepare an agenda for each regular and special meeting of the Board of Police Commissioners. Any Commissioner may call the District Manager and request any item to be placed on the agenda, no later than 5:00 o'clock P.M., on the day prior to the date the agenda is required to be posted.

5020.2 Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Police Commissioners, subject to the following conditions:

5020.2.1 The request must be in writing and be submitted to the District Manager together with supporting documents and information, if any, at least five business days prior to the date of the meeting;

5020.2.2 The District Manager shall be the sole judge of whether the public request is or is not a "matter directly related to District business."

5020.2.3 No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy;

5020.2.4 The Board of Police Commissioners may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.

5020.3 This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters which are not on the agenda which a member of the public may wish to bring before the Board. However, the Board shall not discuss or take action on such matters at that meeting.

5020.4 At least 72 hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review within the District office (Broadmoor Police Station), Broadmoor Community Center, and the Colma Fire Station.

5020.4.1 The agenda for a special meeting shall be posted at least 24 hours before the meeting in the same location.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Board Meeting Conduct
POLICY NUMBER: 5030

5030.1 Meetings of the Board of Police Commissioners shall be conducted by the Chairperson in a manner consistent with the policies of the District. Policy No. 5070, "Rules of Order for Board and Committee Meetings", shall be used as a general guideline for meeting protocol.

5030.2 All Board meetings shall commence at the time stated on the agenda and shall be guided by same.

5030.3 The conduct of meetings shall, to the fullest possible extent, enable Commissioners to:

5030.3.1 Consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems; and,

5030.3.2 Receive, consider and take any needed action with respect to reports of accomplishment of District operations.

5030.4 Provisions for permitting any individual or group to address the Board concerning any item on the agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Police Commissioners, shall be as followed:

5030.4.1 Five minutes may be allotted to each speaker and a maximum of 20 minutes to each subject matter.

5030.4.2 No boisterous conduct shall be permitted at any Board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the Chairperson, of that person's privilege of address.

5030.4.3 No oral presentation shall include charges or complaints against any District employee, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify. All charges or complaints against employees shall be submitted to the Board of Police Commissioners under provisions contained in Policy #1030.

5030.5 Willful disruption of any of the meetings of the Board of Police Commissioners shall not be permitted. If the Chairperson finds that there is in fact willful disruption of any meeting of the Board, he/she may order the room cleared and subsequently conduct the Board's business without the audience present.

5030.5.1 In such an event, only matters appearing on the agenda may be considered in such a session.

5030.5.2 After clearing the room, the Chairperson may permit those persons who, in his/her opinion, were not responsible for the willful disruption to re-enter the meeting room.

5030.5.3 Duly accredited representatives of the news media, whom the Chairperson finds not to have participated in the disruption, shall be admitted to the remainder of the meeting.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSOINERS POLICY HANDBOOK

POLICY TITLE: Board Actions and Decisions

POLICY NUMBER: 5040

5040.1 Actions by the Board of Police Commissioners include but are not limited to the following:

5040.1.1 Adoption or rejection of regulations or policies;

5040.1.2 Adoption or rejection of a resolution;

5040.1.3 Approval or rejection of any contract or expenditure;

5040.1.4 Approval or rejection of any proposal which commits District funds or facilities, including employment and dismissal of personnel; and,

5040.1.5 Approval or disapproval of matters that require or may require the District or its employees to take action and/or provide services.

5040.2 Action can only be taken by the vote of the majority of the Board of Police Commissioners. Two (2) Police Commissioners represent a quorum for the conduct of business. Actions taken at a meeting where only a quorum is present, therefore, require two votes to be effective (unless a vote of three (3) is required by policy or other law).

5040.2.1 A member abstaining in a vote is considered as absent for that vote.

5040.2.1.1 Example. If two of three Police Commissioners are present at a meeting, a quorum exists and business can be conducted. However, if one Commissioner abstains on a particular action and the other one cast an "aye" vote, no action is taken because a "majority of the Board" did not vote in favor of the action.

5040.2.1.2 Example. If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, two Police Commissioners must vote in favor of the appointment for it to be approved. If one of the two Police Commissioners present abstains, the appointment is not approved.

5040.3 The Board may give directions that are not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the District Manager.

5040.3.1 The Chairperson shall determine by consensus a Board directive and shall state it for clarification. Should any two Police Commissioners challenge the statement of the Chairperson, a voice vote may be requested.

5040.3.2 A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as refer the matter to the District Manager for review and recommendation, etc.).

5040.3.3 Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda for the Board meeting during which said informal action is taken.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Review of Administrative Decisions

POLICY NUMBER: 5050

5050.1 The provisions of §1094.6 of the Code of Civil Procedure of the State of California shall be applicable to judicial review of all administrative decisions of the Board of Police Commissioners pursuant to the provisions of §1094.5 of said code. The provisions of §1094.6 shall prevail over any conflicting provision and any otherwise applicable law, rule, policy or regulation of the District, affecting the subject matter of an appeal.

5050.2 This policy affects those administrative decisions rendered by the Board of Police Commissioners governing acts of the District, in the conduct of the District's operations and those affecting personnel operating policies.

5050.3 The purpose of this policy is to ensure efficient administration of the District, and the expeditious review of decisions rendered by the Board of Police Commissioners.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Minutes of Board Meetings
POLICY NUMBER: 5060

5060.1 The Secretary of the Board of Police Commissioners shall keep minutes of all regular and special meetings of the Board.

5060.1.1 Copies of a meeting's minutes shall be distributed to Police Commissioners as a part of the information packet for the next regular meeting of the Board, at which time the Board will consider approving the minutes as presented or with modifications. Once approved by the Board, the official minutes shall be kept in a fireproof vault or in a fire-resistant, locked cabinet.

5060.1.2 Unless directed otherwise, an audio tape recording of regular and special meetings of the Board of Police Commissioners will be made. The device upon which the recording is stored shall be kept in a fireproof vault or in fire-resistant, locked cabinet for a minimum of two (2) years. Members of the public may inspect recordings of Board meetings without charge on a playback machine that will be made available by the District.

5060.1.3 Motions or resolutions shall be recorded in the minutes as having passed or failed, and individual votes will be recorded unless the action was unanimous. All resolutions adopted by the Board shall be numbered consecutively, starting new at the beginning of each fiscal year. In addition to other information that the Board may deem to be of importance, the following information (if relevant) shall be included in each meeting's minutes:

- Date, place and type of each meeting;
- Police Commissioners present and absent by name;
- Administrative staff present by name;
- Call to order;
- Time and name of late arriving Police Commissioners;
- Time and name of early departing Police Commissioners;
- Names of Police Commissioners absent during any agenda item upon which action was taken;
- Summarial record of staff reports;
- Summarial record of public comment regarding matters not on the agenda, including names of commentators;
- Approval of the minutes or modified minutes of preceding meetings;
- Approval of financial reports;
- Record of all warrants approved for payment;
- Complete information as to each subject of the Board's deliberation;

Record of the vote of each Commissioner on every action item for which the vote was not unanimous;
Resolutions described as to their substantive content and sequential numbering;
Record of all contracts and agreements, and their amendment, approved by the Board;
Approval of the annual budget;
Approval of all policies, rules and/or regulations;
Approval of all dispositions of District assets;
Approval of all purchases of District assets; and,
Time of meeting adjournment.

Broadmoor Police Protection District

BOARD OF POLICE COMMISSIONERS POLICY HANDBOOK

POLICY TITLE: Rules of Order for Board and Committee Meetings
POLICY NUMBER: 5070

5070.1 General.

5070.1.1 Action items shall be brought before and considered by the Board by motion in accordance with this policy. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting and, therefore, does not conduct its meetings under formalized rules - Robert's Rules of Order.

5070.1.1.1 If a Commissioner believes order is not being maintained or procedures are not adequate, then he/she should raise a point of order - not requiring a second - to the chairperson. If the ruling of the chairperson is not satisfactory to the Commissioner, then it may be appealed to the Board. A majority of the Board will govern and determine the point of order.

5070.2 Obtaining the Floor.

5070.2.1 Any Commissioner desiring to speak should address the chairperson and, upon recognition by the chairperson, may address the subject under discussion.

5070.3 Motions.

5070.3.1 Any Commissioner, including the chairperson, may make or second a motion. A motion shall be brought and considered as follows:

5070.3.1.1 A Commissioner makes a motion; another Commissioner seconds the motion; and the chairperson states the motion.

5070.3.2 Once the motion has been stated by the chairperson, it is open to discussion and debate. After the matter has been fully debated, and after the public in attendance has had an opportunity to comment, the chairperson will call for the vote.

5070.3.2.1 If the public in attendance has had an opportunity to comment on the proposed action, any Commissioner may move to immediately bring the question being debated to a vote, suspending any further debate. The motion must be made, seconded, and approved by a majority vote of the Board.

5070.4 Secondary Motions. Ordinarily, only one motion can be considered at a time and a motion must be disposed of before any other motions or business is considered. There are a few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.

5070.4.1 Motion to Amend. A main motion may be amended before it is voted on, either by the consent of the Commissioners who moved and seconded, or by a new motion and second.

5070.4.2 Motion to Table. A main motion may be indefinitely tabled before it is voted on by motion made to table, which is then seconded and approved by a majority vote of the Board.

5070.4.3 Motion to Postpone. A main motion may be postponed to a certain time by a motion to postpone, which is then seconded and approved by a majority vote of the Board.

5070.4.4 Motion to Refer to Committee. A main motion may be referred to a Board committee for further study and recommendation by a motion to refer to committee, which is then seconded and approved by a majority vote of the Board.

5070.4.5 Motion to Close Debate and Vote Immediately. As provided above, any Commissioner may move to close debate and immediately vote on a main motion.

5070.4.6 Motion to Adjourn. A meeting may be adjourned by motion made, seconded, and approved by a majority vote of the Board before voting on a main motion.

5070.5 Decorum.

5070.5.1 The chairperson shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. The chairperson may eject any person or persons making personal, impertinent or slanderous remarks, refusing to abide by a request from the chairperson, or otherwise disrupting the meeting or hearing.

5070.5.2 The chairperson may also declare a short recess during any meeting.

5070.6 Amendment of Rules of Order.

5070.6.1 By motion made, seconded and approved by a majority vote, the Board may, at its discretion and at any meeting: a) temporarily suspend these rules in whole or in part; b) amend these rules in whole or in part; or, c) both.