

**MEMORANDUM OF
UNDERSTANDING**

between the

CITY OF CYPRESS

and the

**CYPRESS POLICE
MANAGEMENT ASSOCIATION**



JULY 1, 2009 to JUNE 30, 2012

CYPRESS POLICE MANAGEMENT ASSOCIATION
MEMORANDUM OF UNDERSTANDING
EFFECTIVE JULY 1, 2009 THROUGH JUNE 30, 2012

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CYPRESS
AND THE
CYPRESS POLICE MANAGEMENT ASSOCIATION**

ARTICLE I - RECOGNITION

Section 1. Pursuant to the Provisions of the Employer-Employee Relations Resolution No. 970, as amended, the City of Cypress (hereinafter called the "City" and/or "Employer" interchangeably) has recognized the Cypress Police Management Association (hereinafter called "Association") as the majority representative of the employees in the classifications and assignments of Police Captain and Police Lieutenant.

Section 2. The City shall recognize the Association as the representative of the employees in the classifications and assignments set forth in Section 1 above for the purpose of meeting its obligation under this Agreement, the Meyers-Milias-Brown Act, Government Code §3500, et. seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

Section 3. Recognizing the above-mentioned body, the City encourages open and good faith negotiations between the City and its employees through their Employees' Association representatives.

ARTICLE II - NON-DISCRIMINATION

Section 1. The City and the Association agree that they shall not discriminate against any employee because of any legally protected classification recognized by Federal or State law, including, but not limited to: race, color, sex, age, national origin, disability, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement in compliance with state or federal anti-discrimination laws.

Section 2. Americans With Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA). To comply with federal law the language below shall apply, unless modified by federal law:

A. The Americans with Disabilities Acts (ADA) and California Fair Employment and Housing Act (FEHA) requires reasonable accommodations for individuals protected under the ADA/FEHA, and because reasonable accommodations must be determined on an individual, case-by-case basis, exceptions to the provisions of this Agreement may be required for the City to avoid discrimination in the hiring, promotion, granting of permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. Any accommodation provided to an individual protected by the ADA/FEHA shall not establish a past practice, nor shall it be cited or be used as evidence of a past practice in the grievance, discipline, or other legal procedure.

Section 3. Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to include the feminine gender.

ARTICLE III - COMPENSATION PLAN

Section 1. Basic Compensation Plan

A. All employees covered by this Agreement shall be included under the Basic Compensation Plan. Every position under this Plan shall be assigned a range established by the City Council by resolution. All changes shall be at the beginning of the closest start of the pay period, unless there is a special justification as approved by the Personnel Officer.

B. The beginning salary is a minimum rate and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the normal entering salary upon the recommendation of the department head and the approval of the City Manager or his designee when it is decided that such action is in the best interest of the City.

C. Employees' salaries shall be adjusted annually, and employees shall receive the percentage adjustment of their range. Additionally, at the time of the annual range adjustment, employees shall be evaluated annually for a merit increase. Each merit adjustment shall be made only if recommended by the Chief of Police and if approved by the Personnel Officer.

D. All rates shown are in full payment for services rendered and covers full payment for the number of hours now being regularly performed in each class.

Section 2. Initial Compensation

All new employees appointed to a position in the competitive service shall be paid a salary within the established range for the position. The initial employment shall generally be at the minimum rate for the class. However, the appointing power may, with approval of the City Manager or his designee, when circumstances warrant it, appoint at other than the minimum salary.

Section 3. Anniversary Dates Shall Be Established As Follows:

A. Employees appointed, promoted or reinstated on or between the first and the fifteenth day of the month inclusive shall have the first day of that same month as their anniversary date.

B. Employees appointed, promoted or reinstated on or between the sixteenth and the last day of the month inclusive shall have the first day of the month immediately following, as their anniversary date.

C. Anniversary dates shall change upon promotion or reclassification. Anniversary dates shall not change following demotions or transfers.

Section 4. Advancement Within Salary Range.

A. In order to properly compensate an employee, advancement in salary shall be based on merit.

B. Advancements in salary shall not be automatic, but shall depend upon the results of an employee's performance evaluation completed by the immediate supervisor.

C. The Chief of Police and/or the employee's immediate supervisor shall be responsible to evaluate employees fairly in an unbiased fashion for the determination of job performance. Advancement shall be made only upon recommendation of the Chief of Police with approval of the Personnel Officer or his designee.

D. An employee's job performance must be evaluated at least once every twelve (12) months from the effective date of his last merit increase, special performance advancement, or promotion. Nothing contained herein shall restrict the Chief of Police from denying the increase after evaluation, nor shall it prevent him from recommending a special performance advancement in salary at any time when unusual or outstanding achievement has been demonstrated.

E. It shall be the responsibility of each supervisor to establish realistic achievement levels for increase within a salary range. Achievement levels may be formal or informal and shall be reviewed by the Chief of Police for the purpose of maintaining uniformity of standards throughout the department.

Section 5. Salary Increases Following Promotion

When an employee in the Police Department is promoted to a position with a higher salary range, such employee shall automatically be entitled to a salary in the higher salary range that would be a salary increase of at least five percent (5%) over the salary received immediately prior to the promotion.

Section 6. Salary Decreases Following Demotion

In the case of a demotion of an employee in the department to a class with a lower maximum salary, such employee shall be assigned to the appropriate salary step in the new class as recommended by the Chief of Police and approved by the City Manager or his designee. The employee shall retain his previous anniversary date.

Section 7. Adjustment of Salary Ranges

A. When a salary range for a given class is revised upward or downward, the encumbrance of positions and classes affected shall have their existing salary adjusted to the same relative position in the new salary range and their anniversary date shall not be changed.

B. Clarification of Salary Range Movement - The placement in the range is based on merit achievement or lack of achievement and the movement of the range is based on cost of living adjustments. The changes will occur as follows:

1. Upon appointment or promotion, an employee is initially placed in the range to the point that there is a fair increase in pay (minimum of 5% above their previous salary). The employee will remain at that point (the same percentage from the top) in the range until there is an evaluation with a recommendation/approval for movement in the range (up or down based on positive or negative performance).

2. If the range is changed (increased or decreased), then the employee will move with the range to remain at the same location or point in the range (e.g., if the employee is at the midpoint in the range prior to the adjustment, then the employee's rate of pay will be the new midpoint of the range). However, in the event of a reduction of salary during the term of this agreement, the City will open discussions with the association and, if necessary, meet and confer regarding said issue.

Section 8. Salary and Benefits on Suspension

During suspension from City service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except he shall not forfeit his medical health plan, dental insurance plan, vision insurance plan, retirement plan, disability insurance or life insurance plan, unless specific exclusions prevent such coverage continuation. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income during the period of suspension. Any disruption in coverage continuation shall be reinstated upon return to active duty in accordance with policy eligibility requirements.

Section 9. Salary Increases

Attached hereto and incorporated herein is Exhibit "A", which reflects pay increases effective for represented classifications as follows:

There shall be no base salary increase through the pay period ending on July 9, 2010.

Effective July 9, 2010, a three percent (3%) range adjustment for the classifications of Police Captain and Police Lieutenant.

Effective July 8, 2011, a four percent (4%) range adjustment for the classifications of Police Captain and Police Lieutenant.

ARTICLE IV - HOURS OF WORK

All employees of the department shall be subject to be called for service at any time to meet any and all operational needs, emergencies or unusual conditions which, in the opinion of the Chief of Police or designee in charge of the department at the time, may require such service from any of said employees.

Section 1. Work Schedules

A. As agreed to by the Association and with approval, and with continued approval from the Chief of Police, the following modified work schedule applies:

1. 4/10 Plan - Employee works 4-10 hour shifts in a 7-day work period. The pay cycle for the employee starts Friday Noon and continues for 14 days until Friday Noon. When an employee is off on a scheduled work day under this Plan, then 10 hours of leave per work day shall be charged. All leaves shall continue under the current accrual, eligibility, request and approval requirements. For recognized municipal holidays, 8 hours are earned for each holiday and 40 hours of bereavement leave shall apply in this Plan.

B. Upon mutual agreement between the Association and the Chief of Police the following modified work schedule may be implemented:

1. 9/80 Plan - Employee works nine (9) days for eighty (80) hours in a two week pay period by working eight (8) days (Monday through Thursday) at nine (9) hours and working one Friday for eight (8) hours, totaling forty (40) hours per work week. All leave hours shall comply with the current accrual, eligibility, request and approval requirements as specified in this MOU or as approved by the Personnel Officer.

ARTICLE V - SPECIAL PAY AND BENEFIT PROVISIONS

Section 1. Vehicle Usage

The City will provide vehicles to the Captain and Lieutenant positions under terms and conditions of which to be determined by the Chief of Police and the City Manager.

Section 2. Uniform Allowance and Safety Equipment

A. All employees shall receive a uniform allowance bi-annual payment. The payment schedule is as follows:

<u>Bi-Annual Payment</u>	<u>Date Paid</u>	<u>Coverage Period</u>
\$500	June of each year	January to June
\$500	December of each year	July to December

B. All uniforms and utility equipment shall be purchased by the employee with the uniform allowance. The City shall continue to provide bulletproof vests, safety helmets, oleoresin capsicum (OC) and such other safety equipment as required by law or that the City deems necessary.

ARTICLE VI - HOLIDAYS

Section 1. Recognized Holidays

A. For pay purposes, the following holidays are recognized as municipal holidays for permanent employees. Said employees shall receive these holidays off with pay: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day.

B. Beginning the first pay period of the payroll year, current employees shall be credited with two (2) floating holidays (16 working hours). Employees hired after the beginning of the payroll year, but before September 1 of the payroll year, will be credited with two (2) floating holidays. Floating holidays may be taken subject to approval of the department head after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave and position vacancies. Floating holidays must be taken as paid time off in the payroll year of crediting. There shall be no cash payment for unused floating holidays.

C. When any holiday, recognized by the City, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

D. Religious holidays requested off shall be done so in writing to the department head. If approved, such time shall be charged against floating holiday, vacation or sick leave.

E. For Lieutenants assigned to Patrol and required to work on holidays, they shall be eligible to be paid for the eight (8) hours of holiday pay in lieu of maintaining the holiday bank.

Section 2. Holidays Falling During Approved Leaves of Absence Without Regular Pay

A. Any employee on an approved leave of absence without regular pay, having the holiday fall during the period of such leave of absence without regular pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

B. An employee who separates from the City who has taken credited but unearned holiday hours, is responsible for reimbursing the City for the time taken at the rate of pay in effect on the date the time was taken. Whenever possible, the City will make the appropriate deduction from the employee's final paycheck.

ARTICLE VII - PROBATIONARY PERIOD

Section 1. Appointments Following Probationary Period

A. The original appointment of every employee shall be tentative and subject to a probationary period of twelve (12) months of service.

B. The promotional appointment of every regular employee shall be tentative and subject to a probationary period of twelve (12) months.

C. If the service of the probationary employee has been satisfactory, the department head shall file with the Personnel Officer a statement, in writing, to such effect stating that the retention of such employee in the service is desired. No actions changing an employee's status from probationary to regular shall be made or become effective until approved by the Personnel Officer.

Section 2. Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

Section 3. Employee Performance Reports

A. Each probationary employee shall have his performance evaluated at the end of each three (3) months of service or at a more frequent interval when deemed necessary by the appointing power. Regular employees shall have their performance evaluated annually or at more frequent intervals when deemed necessary by the appointing power. Such evaluations shall be reported in writing and in a form approved by the Personnel Officer.

B. The written report of an employee's performance evaluation shall be filed in triplicate, the original to be filed with the Personnel Officer and made a part of the employee's personnel records, one copy to be retained by the department, and one copy to be given to the employee.

Section 4. Rejection of a Probationary Employee

During the probationary period, an employee may be suspended, demoted or rejected any time by the department head, with approval of the Personnel Officer, without cause and without right of appeal. Notification of rejection, in writing, shall be served on the probationary employee and a copy filed with the Personnel Officer.

ARTICLE VIII - VACATION

Section 1. Eligibility

All regular, full-time employees, having completed a minimum of six (6) months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at his then current rate of pay. Recognizing that it is preferred that the full vacation be taken at one time, the employee may, nevertheless, request a modification of this preference. Upon recommendation of the Chief of Police and approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual

Each full-time regular and probationary employee shall accrue vacation leave by the following formula:

<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount (Hours)</u>
1. 6.6670	1st year	80 hours.
2. 7.3334	2nd year	88 hours.
3. 8.0000	3rd year	96 hours.
4. 8.6667	4th year	104 hours.
5. 9.3334	5th year	112 hours.
6. 10.0000	6th year	120 hours.
7. 10.6667	7th year	128 hours.
8. 11.3334	8th year	136 hours.
9. 12.0000	9th year	144 hours.
10. 12.6667	10th year	152 hours.
11. 13.3334	11th year	160 hours, and each month

thereafter.

Section 3. Maximum Accrual

A. An employee may accumulate unused vacation to a maximum of the amount accrued in the twenty-four (24) months immediately preceding the employee's anniversary date of employment. The accrual of vacation shall cease when an employee's accumulated vacation is at the maximum provided in this Section. Additional vacation shall begin accruing when the employee's vacation balance falls below the maximum.

B. For purposes of this Article, the term "anniversary date of employment" is the date an employee began accruing vacation with the City.

Section 4. Use of Vacation

A. The time at which an employee's vacation is to occur shall be determined by the Chief of Police with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five (5) years or more of continuous service and who has taken forty (40) cumulative hours of vacation in his/her current anniversary year may elect to be paid for up to a maximum of eighty (80) hours of accrued vacation. Such election may be exercised each anniversary year. Request for payment shall be made in writing to the Personnel Office at least seven (7) calendar days prior to the employee's anniversary date of employment.

Section 5. Vacation Payment at Termination

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

Section 6. Holidays Falling During Vacation Leave

In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 7. Vacation Earned During Leave of Absence

No vacation leave shall be earned during any leave of absence without regular pay for each thirty (30) day period of such leave.

Section 8. Vacation - Miscellaneous

Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Authorized Leave of Absence Without Regular Pay

A. Excluding leave which may fall under the Federal Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), upon recommendation from the Chief of Police, with approval of the City Manager, a regular employee may be granted a leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the City, for a period not to exceed one (1) year. Approval of such leave shall be in writing and a copy filed with the Personnel Officer.

B. At the expiration of the approved leave, within a reasonable period of time after notice from the Chief of Police to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration shall be cause for discharge.

C. During any authorized leave of absence without regular pay, an employee shall not be eligible to accumulate or receive fringe benefits coverage except as specifically provided for in this Memorandum of Understanding or insurance eligibility requirements. The City shall contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan for the first thirty (30) days of an employee's authorized leave of absence. During such leave, an employee shall remain responsible for contributing his cost for dependent coverage as applicable to medical and dental insurance coverage. An employee who receives approval for such leave that is greater than thirty (30) days, shall be subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) provisions for the continuation of coverage for medical, dental and vision insurance for himself and if applicable, for his dependent(s). Employees on unpaid leave of absence do not accrue vacation or sick leave and are not eligible for any other paid leave.

Section 2. Bereavement Leave

Regular and probationary full-time employees may be granted a bereavement leave of absence by reason of death in the immediate family which shall be restricted and limited to father, mother, brother, sister, spouse, child, grandmother, grandfather, mother-in-law, or father-in-law. Upon approval of said leave, the employee shall be allowed a maximum of five (5) working days. Employees shall receive eight (8) hours of pay for each day lost from work of bereavement leave they are entitled to as set forth above.

Section 3. Military Leave of Absence

A. Military leave shall be granted in accordance with the provisions of applicable law. All employees entitled to military leave shall give the Chief of Police an opportunity within the limits of military regulations, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the Chief of Police of such leave request ten (10) working days in advance of the beginning date of such leave.

B. In addition to the provisions of applicable law, the City shall continue to provide to said employee the current health benefits (medical, dental, disability and life insurance, and retirement subject to insurance eligibility requirements) for the first six (6) months of military leave. During said period, the employee shall be required to pay to the City the same contribution amounts for dependent coverage as required of other employees in the same bargaining unit. After the first six (6) months of military leave, the employee may continue said health benefits at his cost and subject to the Consolidated Omnibus Budget Reconciliation Act for medical, dental and vision insurance continuation for himself and covered dependent(s).

Section 4. Unauthorized Leave of Absence

Unauthorized leave of absence shall be considered as days, or portions of days, not worked which are normal working days and will cause the deduction from the employee's pay of an amount equivalent to the time absent. Employees taking unauthorized leaves of absence may be subject to disciplinary action, up to and including termination of employment.

ARTICLE X - JURY DUTY

Section 1. Compensation for Jury Duty

A. Regular or probationary employees required to report for jury duty shall be granted leave of absence for such purpose, upon presentation of a jury notice to the Chief of Police. Said employees shall receive full payment for the time served on jury duty, provided the employee remits any fees received for such jury service, excluding payment for mileage, to the City's Finance and Administrative Services Department. Compensation for mileage, subsistence or similar auxiliary allowances shall not be considered as a fee and shall be returned to the employee by the Finance and Administrative Services Department.

B. If the sum of the employee's jury duty responsibilities is less than a full work day, the employee shall contact his supervisor as to the feasibility of returning to work that day.

C. The employee shall not receive regular pay for work and pay for jury service which shall be in excess of their regular scheduled work day.

ARTICLE XI - TEMPORARY ASSIGNMENT AND APPOINTMENT

Section 1. In special circumstances, when in the best interest of the City, the City Manager or his designee may approve a temporary assignment of a probationary or regular employee to a higher-level classification.

Section 2. In such temporary assignments lasting thirty (30) consecutive calendar days or more, the employee shall be entitled to be compensated at a salary in the higher salary range that would be a salary increase of at least five percent (5%) over the salary received immediately prior to the temporary assignment. Approval of the City Manager must be received prior to the commencement of the temporary assignment. The probationary or regular employee must be qualified for the higher-level classification following the guidelines of the classification specification as approved by the City Council, and must assume the full duties of the position.

Section 3. Temporary assignments shall not be compensated at increased compensation where the temporary assignment is a replacement of an employee on vacation, training, or other paid leave, except as noted below. Temporary assignments shall be eligible to be compensated at increased compensation when the temporary assignment is to fill a vacancy due to a termination of employment or to an industrial or non-industrial unpaid medical leave of absence. In special circumstances, the City Manager may approve increased compensation for a temporary assignment to fill a vacancy due to an industrial medical leave of absence in which the absent employee is being paid under Labor Code Section 4850.

Section 4. A temporary assignment shall not exceed one (1) year.

ARTICLE XII - SICK LEAVE

Section 1. General Sick Leave Provisions

A. Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized by the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, or California Labor Code Section

233 (use of sick leave). The employee requesting sick leave shall notify his immediate supervisor or Chief of Police prior to the time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of this Memorandum of Understanding, and the Chief of Police or the Personnel Officer has approved such payment.

B. The Chief of Police or the Personnel Officer may require a written statement from the employee's attending physician or dentist to whom the Chief of Police or the Personnel Officer has required the employee to report and be examined by for the purpose of establishing that the employee is or was incapacitated and unable to perform his duties.

C. The Chief of Police or the Personnel Officer may require a written statement from the employee's attending physician or dentist or from a physician or dentist to whom the Chief of Police or the Personnel Officer has required the employee to report and be examined by, that the employee is capable of and released to return to the performance of all the duties of his position.

Section 2. Eligibility

All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual

Sick leave shall be accrued at the rate of eight (8) hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for regular pay, for at least fifteen (15) working days in that month.

Section 4. Accumulation and Payment Plan

A. Accrued sick leave may be accumulated without limit, except that payment of accumulated sick leave shall be granted on an annual basis to all regular employees who have a minimum of one hundred twenty (120) hours of accumulated sick leave on record on December 1st, and opt to receive payment, during the subsequent December on a date determined by the City Manager at a rate of fifty percent (50%) of current salary for one-half (1/2) of their annual unused sick leave.

B. Payment of accumulated sick leave shall be granted on an annual basis to all employees covered by this Memorandum of Understanding who have a minimum of two hundred forty (240) hours of accumulated sick leave on record on December 1st, and opt to receive payment, during the subsequent December on a date determined by the City Manager, at a rate of one hundred percent (100%) of current salary for one-half (1/2) of their annual unused sick leave.

C. Employees wishing to opt for payments stated in Section 4 (A) and (B) above, must notify the Personnel Office of said decision thirty (30) days in advance of the payment date. The sick leave hours for which the employee receives payment shall be deducted from his or her sick leave record with the remaining one-half (1/2) of the annual accumulated sick leave being continued as a credit to the employee's sick leave account.

D. In accordance with the annual conversion policy set forth in Section 4 (A), (B) and (C) above, an employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

E. Upon death, non-service retirement, separation or termination of an employee covered by this Memorandum of Understanding, with a minimum of sixty (60) days or four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive fifty percent (50%) compensation for that accumulated sick leave.

F. Upon death, non-service retirement, separation or termination of an employee covered by this Agreement, with a minimum of five (5) years of service and with between two hundred forty (240) hours and four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and two hundred forty (240) hours at fifty percent (50%) compensation.

G. Upon a service retirement, an employee is entitled to one-hundred percent (100%) of accumulated sick leave hours paid at the employee's pay rate on his last day of actual work, regardless of effective date of service retirement. An employee's eligibility for such payment shall apply to employee's who service retire, which is not surrounded by discipline, and has maintained an acceptable job performance record during his years of service with the City. Payment shall be made by the City when the City receives "Notice of Placement on Retirement Roll" from the retirement system confirming a service retirement.

H. In accordance with the payment plan set forth in Section 4 (E), (F) and (G) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

Section 5. Use

A. Sick leave may be requested and used as approved by the Chief of Police or the Personnel Officer. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he receives payment.

B. Unless otherwise approved by the Personnel Officer, sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct or for work-related illnesses or injuries.

Section 6. Sick Leave During Vacation

An employee who becomes ill while on vacation may have such period of illness charged to his accumulated sick leave provided that immediately upon return to duty, the employee submits to his department head a written request for sick leave and a written statement signed by his physician verifying the medical disability and dates of illness; and the department head recommends and the Personnel Officer approves granting of such sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the department head.

Section 7. Extended Sick Leave

A. In the event of an employee's continuing illness which results in depletion of sick leave accumulation and/or is not subject to the Federal Medical Leave Act, the employee may request, in writing, to his department head and City Manager, a leave of absence without regular pay for the purpose of recovering from an illness, provided:

1. The employee has used all of his accumulated sick leave.
2. The employee presents to his department head for referral to and consideration by the Personnel Officer, a written statement verifying the employee's medical disability and an estimate of the time needed for recovery signed by the employee's physician.
3. Prior to resuming his duties, the employee may be required to take a medical examination at City expense and provide a medical release to return to work from the employee's physician as prescribed by the Personnel Officer. The employment record and the results of such examination shall be considered by the Personnel Officer in determining the employee's fitness to return to work.

Section 8. Federal Medical Leave Act and the California Family Rights Act

The City shall comply with the Federal Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Where there are differences between similar provisions of the Acts, the City shall comply with the provision which gives the employee the greater rights.

Section 9. On-the-job Injury. Employees who are disabled by injury or illness arising out of and in the course of their duties as employees of the City, shall be entitled to the benefits and privileges of California Labor Code Section 4850 as the Section now exists or is hereinafter amended. Any payment made pursuant to this Section shall not be charged as sick leave. Sick leave and vacation benefits shall accrue during the period of disability pursuant to the provisions of California Labor Code Section 4850.

Section 10. Off-the-job Injury. An employee injured outside of his service with the City may request sick leave and may apply for benefits under the disability insurance plan provided by the City in the event of extended medical disability. Continuation of health insurance coverage shall also apply as specified in Article IX - Leaves of Absence, Section 1(D).

Section 11. Continuation of Health Coverage During Sick Leave

For the duration of temporary disability, the City shall continue to pay for the employee's medical, dental, vision, retirement, and disability and life insurance coverage subject to insurance eligibility requirements. During said period of temporary disability, the employee shall be required to pay to the City the same contribution amounts for dependent coverage as required of other employees. City paid coverage shall continue for the first thirty (30) days and may be extended up to one (1) year subject to City Council approval. City Council may grant such approval in increments of ninety (90) calendar days.

Section 12. California Labor Code Section 233

Pursuant to California Labor Code Section 233, effective January 1, 2000, employees may use a total of forty-eight (48) hours of their accrued and available sick leave to attend to the illness of their child, parent, spouse, or domestic partner of the employee.

ARTICLE XIII - FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Section 2. Selection and Funding. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Agreement.

Section 3. Changes. If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or method of funding the coverage.

ARTICLE XIV - HEALTH, LIFE, DENTAL, DISABILITY AND VISION INSURANCE

Section 1. Health Insurance Plan.

Flexible Benefit Plan: The City shall maintain a benefit plan which will allow employees to utilize pre-tax dollars for health contributions and will provide additional contributions above the "PERS Health Coverage" for health insurance as noted below.

PERS Health Coverage: Pursuant to Government Code Section 22892 the City shall continue to pay the minimum monthly payment to PERS for all those employees and retirees choosing the PERS Health Plan, and shall pay any adjustments to this amount pursuant to PERS law. An employee and retiree may choose any plan offered by PERS that said employee or retiree is eligible to receive. Employees eligible for this plan may choose, depending on their family status (single, one dependent or more), any medical plan offered by PERS (as eligible) and the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

Effective when PERS Health Plan increases for calendar year 2009 are effective (anticipated January 1, 2009), the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

<u>Status</u>	<u>*City Maximum</u>	<u>*Employee Minimum</u>
Employee Only	An amount equal to the premium (employee + family) of the highest priced area HMO under the PERS program up to a maximum of \$930.00, whichever is less.	\$ 0
Employee + 1	" "	\$ 5
Employee + Family	" "	\$10

For example, if the highest priced HMO rate increases to \$930.00 or greater as of January 1, 2009, the maximum amount contributed by the City for any plan would be \$930.00 less \$10.00, for a total City contribution of \$920.00. If the HMO plan premiums do not increase, the current City maximum contribution (\$850.00 for calendar years 2006 and 2007, minimum \$850.00 to maximum \$890.00 for calendar year 2008 as determined by PERS Health Plan rates) and employee minimum contribution amounts will remain unchanged.

Effective the following year when the next PERS Health Plan increases are effective (anticipated January 1, 2010), the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

<u>Status</u>	<u>*City Maximum</u>	<u>*Employee Minimum</u>
Employee Only	\$970.00	\$ 0
Employee + 1	\$970.00	\$ 5
Employee + Family	\$970.00	\$10

Effective the following year when the next PERS Health Plan increases are effective (anticipated January 1, 2011), the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

<u>Status</u>	<u>*City Maximum</u>	<u>*Employee Minimum</u>
Employee Only	\$1000.00	\$ 0
Employee + 1	\$1000.00	\$ 5
Employee + Family	\$1000.00	\$10

Effective the following year when the next PERS Health Plan increases are effective (anticipated January 1, 2012), the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

<u>Status</u>	<u>*City Maximum</u>	<u>*Employee Minimum</u>
Employee Only	\$1025.00	\$ 0
Employee + 1	\$1025.00	\$ 5
Employee + Family	\$1025.00	\$10

*The City will only pay up to the maximum contribution (City Maximum) or the premium of the health plan selected by the employee, whichever is lower. The employee must pay either the cost of the premium not covered by the City Maximum or the minimum contribution (Employee Minimum) as stated above, whichever is higher.

PERS Health Plan Deletion: An employee cannot be enrolled in the PERS health plan if a

spouse is enrolled in the same agency or enrolled in an agency with PERS health, unless the employee (or the spouse) is enrolled without being covered as a family member. Additionally, an employee may choose to not be enrolled in the PERS health plan. If an employee chooses to delete the health plan coverage, the City, after determining that a minimum amount of health coverage is provided to the employee (by their spouse or other coverage), shall pay a cash allowance of \$40 per month or pay to the employee's deferred compensation plan (a plan administered by the City) \$40 per month. [The same concept is applied to Dental at \$5 per month]. If the employee wants to have all or a portion of the deferred compensation payment to be credited towards the dependent coverage cost, then the remaining balance, if any, shall be credited to the employee's deferred compensation account. To be eligible for this "deletion" payment, the employee must provide proof, as determined by the Personnel Officer, that comparable medical insurance is in full force and effect. In the event the employee loses eligibility (with documentation) then the employee may re-enroll in the plan pursuant to the PERS health plan rules.

Section 2. Supplemental Health Care Benefit - Eligible Retirees

A. Employees who retire from the City under a PERS service retirement, on or after 12/25/89, with at least ten (10) years of continuous service may be eligible for supplemental health care benefits effective on the date of retirement. The employee's service retirement date must immediately follow the employment separation date for the employee to be eligible to receive the supplemental health care benefit.

B. The retiree may receive a payment for this benefit in the amount of \$300/month after 10 years of continuous service.

C. The monthly payment amount set forth in B above, can be used by the retiree to either continue his/her health care benefits as may be available through the PERS Health Plan or use the monthly payment amount to purchase alternative health care benefits. This monthly payment shall be sent to the eligible retiree on a separate City check (and may be paid quarterly or as mutually agreed).

D. If the retiree chooses to participate in a plan other than the PERS Health plan, the retiree must provide the City with verification, as determined by the Personnel Officer, that the City payment is being used to secure alternative health care benefits.

E. The above City payment will terminate on the date that the retiree reaches age 65 or on the date that the retiree becomes eligible for Medicare, whichever comes first.

F. This provision does not relate to the minimum payment to PERS for employees and retirees selecting the PERS Health Plan. Therefore, if a retiree eligible for the above supplemental health care benefit selects the PERS Health Plan coverage, then the retiree would be eligible for the above City payment and the minimum payment to PERS by the City.

G. If a full-time sworn employee hired prior to 7/1/09 elects to remain in the Supplemental Health Care Benefit Program described above, he/she is not eligible to participate in the Retiree Health Savings Plan described in Section 3 below.

Section 3. Retiree Health Savings Plan

A. Employees hired on or after 7/1/09 are required to participate in the Retiree Health Savings plan.

B. Beginning 7/1/09 the City will contribute \$185 per month for each employee participating in the Retiree Health Savings Plan.

C. Full-time sworn employees who were hired by the City of Cypress prior to 7/1/09 will be required to select one of the following options:

1. Elect to remain in the existing Supplemental Health Care Benefit Program as described in Section 2, or
2. Elect to participate in the Retiree Health Savings Plan.

D. Full-time sworn employees hired by the City of Cypress prior to 7/1/09 who subsequently promote to Lieutenant or Captain will have the option of remaining in the existing Supplemental Health Care Benefit Program, or participating in the Retiree Health Savings Plan.

E. Once an employee hired prior to 7/1/09 selects one of the two options (i.e. remain in the Supplemental Health Care Benefit Program or enroll in the Retirement Health Savings Plan), the decision is final and permanent. At no time will an employee be allowed to participate in both the Supplemental Health Care Benefit Program and the Retiree Health Savings Plan.

Section 4. Dental Insurance Plan

A. The City shall pay one hundred percent (100%) of the employee's premium to a dental insurance plan.

B. Payment for dependent coverage in the dental insurance plan shall be the responsibility of the employee.

C. The City will pick up the cost of rate increases that occur within the Dental Plan for the duration of the current MOU contract, through 6/30/2012.

Section 5. Vision Plan. The City shall pay one hundred percent (100%) of the employee's and dependent's premium to a vision insurance plan.

A. The City will pick up the cost of rate increases that occur within the Vision Plan for the duration of the current MOU contract, through 6/30/2012.

Section 6. Life Insurance Plan. The City shall pay one hundred percent (100%) of the premium for a term life insurance policy for each eligible employee which shall be based upon a formula of one times the employee's annual salary rounded up to the nearest thousand dollars up to a maximum City paid coverage of \$50,000, i.e., an employee who earns \$20,100 would receive \$21,000.

A. The City will pick up the cost of rate increases that occur within the Life Insurance Plan for the duration of the current MOU contract, through 6/30/2012.

Section 7. Disability Insurance Plan

The City shall provide a short-term and long-term disability insurance plan for all employees covered by this Memorandum of Understanding. The City shall pay one hundred percent (100%) of the premium for the employee's short-term and long-term disability insurance plan. Modifications to the plan shall be made only after the City has met and consulted with the Association.

ARTICLE XV - RETIREMENT

Section 1. The City shall make contributions for public safety personnel to the PERS plan known as three percent (3%) at fifty (50), with the PERS retirement survivor continuance option (Section 21263 and 21263.1), the one-year highest compensation (Section 20024.2), and the 1959 survivor benefit (level 4) option.

Section 2. The City shall pay all of the employees' contribution to their retirement plan and place it in the employees' individual accounts.

Section 3. In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee, and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE XVI - EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Section 1. Tuition Reimbursement

A. Employees who meet the requirements of the plan and who secure at least a passing grade ("C"), shall receive up to one thousand and two hundred dollars (\$1,200) per fiscal school year reimbursement for the cost of tuition, mandatory fees and required textbooks to attend accredited colleges taking courses pursuant to the employees' training and education programs.

B. An additional accelerated master degree ("AMD") tuition reimbursement program shall be implemented for PMA members. The AMD tuition reimbursement program shall be limited to the Master of Science Degree in Emergency Services Management, Criminal Justice or Organizational Development at California State University, Long Beach (CSULB), Chapman University, or an equivalent college/university approved in advance of enrollment by the Personnel Office. While an employee may choose to attend either CSULB, Chapman University, or an equivalent college or university approved by the Personnel Office, the City's reimbursable maximum amounts (as noted below) will be based upon the CSULB tuition rates. The City will reimburse participating employees on a "pay as you go basis" 50% of the cost of tuition, books and any materials directly related to the course(s) which are required by the course instructor ("Eligible Costs"). The remaining 50% of costs will be borne by the employee. In no event will the City's reimbursement for Eligible Costs exceed \$2,500 in a twelve month period. The total amount of the City's reimbursements for Eligible Costs shall not exceed \$5,000 per employee.

C. In the event that (1) an employee who has received reimbursement under the AMD tuition reimbursement program terminates their employment, and (2) the employee has received reimbursements under the AMD tuition reimbursement program in an amount greater than what the employee was entitled to receive (on a fiscal year basis) under the City's standard tuition reimbursement plan as described in Section A. above commencing at the time the employee entered the AMD program and ending at the time of separation of employment, the employee will be required to reimburse the City for the difference. For the purpose of calculating any balance that may be due, the City's standard tuition reimbursement plan as described in Section A. above will be allocated on a

monthly basis (\$100 per month). By way of example, assuming an employee receives a total of \$4,800 in reimbursement payments from July 1, 2006 to June 30 2008, and the employee terminates in September of 2009, the employee would be required to reimburse the City \$900. However, if the employee terminates after July 1, 2010, no reimbursement would be due to the City.

ARTICLE XVII - SAFETY AND HEALTH

Section 1. The City and the employees of the City agree to comply with all applicable Federal and State laws which relate to health and safety.

ARTICLE XVIII - LAYOFF PROCEDURES

Section 1. Policy

A. Whenever there shall be need for layoff, employees within the class(es) of position(s) involved shall be terminated in the following order: emergency, provisional, temporary, probationary, regular. The order of layoff of regular employees shall be based upon recommendation of the department head. The department head shall take into consideration such things as tenure and job performance. Regular employees, subsequently laid off, shall be given ten (10) working days' notice, and written notice of the reasons for such action. Regular employees in good standing (those deemed to have produced satisfactory service) shall be placed on appropriate employment lists and will have precedence for employment over persons whose names appear on employment lists for the same class of position.

B. An employee may be terminated by the department head when deemed necessary or convenient as a result of substantial changes in duties or organization, abolition of position, shortages of work funds, or completion of work for which employment was made. Such termination shall not be subject to appeal.

ARTICLE XIX - REINSTATEMENT

Section 1. Policy.

A. Regular employees who have been laid off shall be entitled to reinstatement to positions in the same class where such positions are to be refilled during the period of their eligibility on the layoff employment list. Any employees so reinstated shall retain all benefits accrued in prior service with the City. During such layoff, no benefits shall accrue and the anniversary date shall be adjusted, if such layoff times exceeds thirty (30) consecutive days.

B. Any regular employee who has resigned from the City's service in good standing may, upon written request and approval of the Chief of Police and the Personnel Officer, be considered for reinstatement to a position in the same or similar class in the classified service within two (2) years of such termination. Such reinstatement shall be made without benefit of additional examination and may take precedence over employment lists, but in no way shall it be mandatory for the Chief of Police to reappoint a former employee should he desire not to do so. Appointment shall otherwise be made in the manner as for original employment.

C. Upon reinstatement, any employee so appointed shall be considered a new appointee and shall have no vested interest in or be entitled to any benefits accrued during any previous employment

with the City.

ARTICLE XX - PROMOTION AND DEMOTION

Section 1. Promotion

A. Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established. To be eligible to compete in a promotional examination, an employee must have City experience in a lower classification in the same occupational field performing work that is sufficiently preparatory for the work of the promotional classification. The Personnel Officer shall determine the appropriate positions from which employees may be drawn to compete in a promotional examination.

B. If, in the opinion of the Chief of Police, a vacancy in the department could be filled better by an open, competitive examination, then the department head may instruct the Personnel Officer to call for applications for the vacancy and arrange for an open, competitive examination and for the preparation and certification of an employment list. Regular employees who meet the requirements of the position will be considered eligible to compete in the open, competitive examination.

C. Promotion shall be accomplished insofar as practicable and consistent with the best interests of the service, with consideration for the City's Affirmative Action Plan.

Section 2. Demotion

A. The Chief of Police, with approval of the City Manager, may demote an employee for any of the following reasons or conditions:

1. An employee whose ability to perform his required duties falls below acceptable standards.
2. For disciplinary reasons set forth in Chapter 11.03 of the Personnel Rules and Regulations of the City of Cypress.
3. When the need for a position which an employee fills no longer exists.
4. When an employee requests such demotion and has the consent of the prospective supervising official.
5. For any other reasonable grounds as approved by the Personnel Officer.

B. No employee shall be demoted to a classification for which he does not possess the minimum qualifications. Written notice shall be given an employee at least three (3) working days before the effective date of the demotion and complete information regarding such change shall be reported to the Personnel Officer.

ARTICLE XXI - NO STRIKE - NO LOCKOUT

Section 1. Prohibited Conduct

A. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

B. The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

C. Any employee who participates in any conduct prohibited in Section A above may be subject to termination by the City.

D. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 2, "Association Responsibility," the City may suspend any and all of the rights, privileges, accorded to the Association under the Employee Relations Resolution in this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access, check off, the use of the City's bulletin boards and facilities.

Section 2. Association Responsibility

A. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1(A), "Prohibited Conduct," the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section 1(A), "Prohibited Conduct," and return to work.

B. If the Association performs all of the responsibilities set forth in Section 1 herein, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 "Prohibited Conduct."

ARTICLE XXII – NO SMOKING POLICY

Section 1. Pursuant to California Government Code § 7596 through 7597, employees shall not smoke any tobacco product inside a public building, or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building, or in a passenger vehicle, as defined by Vehicle Code § 465, owned by the state.

Section 2. Employees shall not smoke or use tobacco products at any time in any City vehicle.

Section 3. Employees shall not smoke or use tobacco products at any time in public view on any City property.

Section 4. Employees hired after July 1, 2000, must refrain from smoking tobacco or using any other tobacco substances at any time on or off duty as a condition of continued employment. Violation of this condition of employment shall be deemed good cause for discipline, up to and

including dismissal.

Section 5. Violation of this Article may result in appropriate disciplinary action.

ARTICLE XXIII - ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXIV - WAIVER OF BARGAINING DURING TERM OF THIS MEMORANDUM OF UNDERSTANDING

Section 1. Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may; however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

ARTICLE XXV - CITY RIGHTS

Section 1. The City reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish service.
- D. To determine the nature, manner, means, and technology and extent of services to be provided to the public.
- E. Methods of financing.
- F. Types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.

- H. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar nondisciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedures.
- M. To determine job classification and to reclassify employees.
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with the Memorandum of Understanding.
- O. To determine policies, procedures and the standards for selection, training and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE XXVI - EMERGENCY WAIVER PROVISION

Section 1. In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and Regulations.

ARTICLE XXVII - SEPARABILITY

Section 1. Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXVIII - TERM OF MEMORANDUM OF UNDERSTANDING

Section 1. Except as otherwise stated in this agreement, the term of this Memorandum of

ARTICLE XXVIII - TERM OF MEMORANDUM OF UNDERSTANDING

Section 1. Except as otherwise stated in this agreement, the term of this Memorandum of Understanding shall commence on July 1, 2009 and shall continue in full force and effect until June 30, 2012.

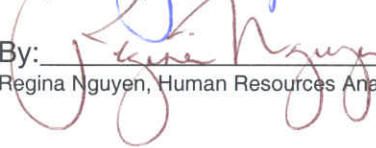
ARTICLE XXIX - RATIFICATION AND EXECUTION

Section 1. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Cypress. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City.

CITY OF CYPRESS

By:  Date: 9/3/09
Matt Burton, Finance Manager

By:  Date: 9-3-09
Cathy R. Thompson, Human Resources Manager

By:  Date: 9/3/09
Regina Nguyen, Human Resources Analyst

CYPRESS POLICE MANAGEMENT ASSOCIATION

By:  Date: 9-3-09
Jackie Gomez-Whiteley, Police Captain

By:  Date: 9/3/09
Ed Bish, Police Captain

By:  Date: 9/3/09
David Birozy, Police Lieutenant

By:  Date: 9/3/09
Jeff Kepley, Police Lieutenant

EXHIBIT "A"

Cypress Police Management Association Effective 7-1-09	
CLASS TITLE	SALARY RANGES (Per Month)
Police Captain	\$9,833 - \$11,797
Police Lieutenant	\$8,330 - \$9,998

Cypress Police Management Association Effective Payperiod Beginning 7-9-2010	
CLASS TITLE	SALARY RANGES (Per Month)
Police Captain	\$10,128 - \$12,151
Police Lieutenant	\$8,580 - \$10,298

Cypress Police Management Association Effective Payperiod Beginning 7-8-2011	
CLASS TITLE	SALARY RANGES (Per Month)
Police Captain	\$10,533 - \$12,637
Police Lieutenant	\$8,923 - \$10,710