

MEMORANUM OF UNDERSTANDING

BETWEEN

TWIN CITIES POLICE AUTHORITY

AND

TWIN CITIES POLICE OFFICERS ASSOCIATION, INC.

**July 1, 2007 - June 30, 2009**

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MEMORANDUM OF UNDERSTANDING

BETWEEN

TWIN CITIES POLICE AUTHORITY

AND

TWIN CITIES POLICE OFFICERS ASSOCIATION, INC.

**July 1, 2007 - June 30, 2009**

**PREAMBLE**

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et. seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreements on all matters relating to the employment conditions and Employer-employee relations of such employees.

**GENERAL PROVISIONS**

**SECTION 1. RECOGNITION**

1.1 **Union Recognition**

Twin Cities Police Officers Association, hereinafter referred to as the "Association," is the recognized employee organization for the classifications listed in Section 4 and certified pursuant to Resolution No. 2/80 adopted by the Twin Cities Police Council on May 19, 1980.

1.2 **Authority Recognition**

Management Committee, or any person or organization duly authorized by the Management Committee, is the representative of the Twin Cities Police Authority, hereinafter referred to as the "Authority" in Employer-employee relations.

**SECTION 2. ASSOCIATION SECURITY**

2.1 **Dues Deduction**

Only a formally recognized employee organization may be granted permission by the Authority to have the regular dues of its members deducted from their paychecks, in accordance with procedures prescribed by the Department Head; provided, however, this shall not preclude the continuation of dues check off heretofore granted to any employee organization.

Dues deduction shall be for a specified amount and shall be made only upon the employee's voluntary written authorization on a payroll deduction request form approved by the Authority. Dues deduction authorization may be canceled and the dues check off payroll discontinued at any time by the member upon voluntary written notice to the Authority.

The employee's earnings must be sufficient after all other legal and required deductions are made to cover the amount of the dues check off authorized. When an employee is in a non-

pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the Authority which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

The Association shall indemnify, defend, and hold the Twin Cities Police Authority harmless against any claims made and against any suit instituted against the Twin Cities Police Authority on account of check off of employee organization dues. In addition, the Association shall refund to the Twin Cities Police Authority amounts paid to it in error upon presentation of supporting evidence.

2.2 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

2.3 Use of Bulletin Boards

The Association may use a designated portion of Department bulletin boards for official Association business such as posting times and dates of meetings. Materials to be posted shall be submitted in advance of their posting to the Department Head.

2.4 Use of Department Facilities

The Association may, with prior approval of the Department Head, use Department facilities for Association activities. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

2.5 Advance Notice

Except in emergency situations, the Association shall be given reasonable written notice of any proposed ordinance, rule, resolution or regulation directly relating to matters within the scope of representation. A copy of the Twin Cities Council meeting agenda will be sent to the Association President.

2.6 Employee representatives of the Association shall be granted reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters within the scope of representation. Such time off is subject to the prior approval of the Department Head and should not interfere with the operational requirements of the Department.

SECTION 3. NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, or legitimate Association activities against any employee or applicant for employment by the Department; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established.

## PAY PROVISIONS

### SECTION 4. SALARIES

#### 4.1 Rates of Pay

- a) The monthly salary range to each classification shall be as follows:

#### SALARY RANGE

<u>Classification</u>	Eff. 1 <sup>st</sup> Pay Pd. July 2007	
	<u>Min.</u>	<u>Max.</u>
Police Officer	\$5,044	\$6,048
Police Sergeant	\$5,930	\$7,114
Public Safety Communications Records Supervisor	\$4,830	\$5,792
Public Safety Dispatcher	\$4,052	\$4,895
Telecommunications Specialist/Clerical	\$3,654	\$4,377
Community Service Officer	\$3,099	\$4,126
Clerical Spec.	\$3,264	\$3,910
Police Officer Trainee	\$4,804	\$4,804

- b) Effective July 1, 2008 the salary ranges for the above listed classifications shall be increased by an amount determined by the Consumer Price Index (CPI) [SF, SJ, Oak., April to April, All urban consumers (CPI-U)]. The minimum increase will be 2.0% and the maximum increase will be 5.0%.

#### 4.2 Application of Salary Rates

Employees shall be assigned a salary by the Department Head within the range established for the appropriate position. The minimum rate generally shall be assigned to employees upon original appointment; however, the Department Head may, when circumstances warrant it, appoint, reinstate or promote at other than the minimum rate, but not more than the maximum rate.

### SECTION 5. COMPENSATION WHEN ACTING OUT OF CLASSIFICATION

A police officer who is assigned by the Chief or his designee to temporarily serve in the classification of Sergeant for two (2) hours or more shall be granted additional compensation of One Dollar Twenty-five Cents (\$1.25) for each hour so worked. Such

payment shall begin upon the first day the employee is assigned to work in such higher classification.

A Sergeant assigned by the Chief or his designee in writing to temporarily serve in the classification of Captain for a period of two (2) weeks or less shall be granted additional compensation in the amount of 5% for the duration of the assignment. If the assignment is for greater than two weeks, the compensation for the assignment shall be set at the first step of the Captain's salary range.

An employee in the classification of CSO, Telecommunication Specialist or Dispatcher, who is assigned by the Chief to work in a higher classification for a period of forty (40) hours or more, shall be granted additional compensation in the amount of 5% for the duration of the assignment.

#### SECTION 6. ADVANCEMENT WITHIN SALARY RANGE

Salary advance shall be only at the approval of the Department Head whose decision is final and shall be based on merit as established by record of the employee's performance. No salary advancement shall be made so as to exceed any maximum rate established in the Performance Pay Plan for the employee's position nor be automatic merely upon completion of a specified period of service.

Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service after initial appointment shall be eligible for advancement to a higher rate in the salary range for the classification. Such salary advancement shall be in an amount not less than three percent (3%) and up to a maximum of seven percent (7%) based on performance. After the initial salary advancement as specified above, employees who have performed at satisfactory levels may be considered for periodic increases no later than twelve (12) months from the prior increase up to a maximum of seven percent (7%) for any one increase.

Continued satisfactory performance is required to maintain any salary increases above the initial increase. Where an employee is reduced in salary for disciplinary reasons or for not maintaining satisfactory performance, such action is subject to the grievance procedure. Performance evaluations may be more frequent than the twelve (12) month intervals referred to above, but only those evaluations which have been designated as "salary review" performance evaluations and which have been approved by the Department Head will be utilized to advance an employee through the salary range.

#### SECTION 7. FIELD TRAINING OFFICER/SERGEANT

An employee assigned training duties as part of a formal training program overseen by the Training Sergeant or Communication Supervisor will receive Fifteen Dollars (\$15.00) per shift in addition to their regular salary for those shifts in which they perform the training duties.

An employee assigned training duties as the Training Sergeant will receive Fifteen Dollars (\$15.00) per shift in addition to their regular salary for those shifts in which they perform the supervisory training duties.

#### SECTION 8. JUVENILE DETECTIVE

Employees in the classification of Police Officer who are assigned to perform full-time work in the position of Juvenile Detective will receive Two Hundred Ninety Dollars (\$290.00) per month in addition to their salary as Police Officers for those months in which they perform the duties of the above specified position fifty percent (50%) or more of the time.

#### SECTION 9. DETECTIVE

Employees in the classification of Police Officer and Police Sergeant, who are assigned to perform full-time work in the position of Detective will receive Two Hundred Ninety Dollars (\$290.00) per month in addition to their regular salary for those months in which they perform the duties of Detective fifty percent (50%) or more of the time.

#### SECTION 10. SRT TEAM

Employees assigned to the department SRT Team shall receive One Hundred Seventy-five Dollars (\$175.00) per month in addition to their regular pay. To receive such pay, team members must maintain physical fitness and training standards consistent with those outlined by the FBI for SRT teams.

#### SECTION 11. MOTORCYCLE PAY

Employees who are assigned to motorcycle duty shall receive Fifteen Dollars (\$15.00) for each day they actually operate the Department's motorcycle in addition to their regular salary.

#### SECTION 12. TRAINING AND SUPPORT SERGEANT

Employees in the classification of Sergeant who are assigned to perform full-time work in the position of Training and Support Sergeant will receive Three Hundred Forty Dollars (\$340.00) per month in addition to their salary as Sergeant for those months in which they perform the duties of the above specified position fifty percent (50%) or more of the time.

#### SECTION 13. EVIDENCE CLERK

Employees who are assigned to perform full-time work in the position of Evidence Clerk will receive Two Hundred Seventy Five Dollars (\$275.00) per month in addition to their regular salary for those months in which they perform the duties of the above specified position.

#### SECTION 14. COMPENSATION ON PROMOTION

Any employee who is promoted to a position in a class with a higher salary range shall be placed on a level in the new higher range which is at least equal to an advancement of a full five percent (5.0%) increase over the level he/she held in his/her former range in the basic salary schedule.

An employee thus promoted is therefore assigned to a new salary anniversary date effective on the date of promotion. An employee who, on his/her salary anniversary date, is promoted to a class with a higher salary range he/she is entitled, and then the higher salary level as provided in this section.

#### SECTION 15. COMPENSATION ON DEMOTION

Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary reduced to the salary level in the range for the lower class which is:

- a. If a disciplinary demotion, to any designated salary level in the lower range which is at least five percent (5%) less than that received in the salary range for the class from which demoted. A new anniversary date shall be established on the basis of the demotion.
- b. If a non-disciplinary demotion, to that salary in the dollar amount he/she would have received in that lower class if his/her services had been continuous in said lower class. He/she shall retain his/her current anniversary date.

#### SECTION 16. COMPENSATION ON REINSTATEMENT

An employee who has resigned in good standing may, within one (1) year of such resignation, be reinstated by recommendation of the Management Committee, in a position in the class in which he/she previously had served. Upon such reinstatement, he/she shall be placed at the applicable level in the salary range based on the recommendation of the Police Chief and approved by the Management Committee. His/her anniversary date shall be based upon the date of reinstatement.

#### SECTION 17. COMPENSATION ON TRANSFER

Any employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same level in the salary range as he/she previously received and his/her salary anniversary date shall not change.

#### SECTION 18. COMPENSATION ON CHANGE IN RANGE ASSIGNMENT

Whenever a class is reassigned to either a higher or lower salary range by the Management Committee, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the level in the new range that corresponds to the level he/she was receiving in the former range and he/she shall retain the same salary anniversary date. When a salary range reassignment becomes effective on the same date as an employee's salary anniversary date, he/she shall first receive any within range increase to which he/she is entitled and then receive the corresponding step adjustment.

#### SECTION 19. COMPENSATION ON POSITION RECLASSIFICATION

The salary of an employee in a position that is reclassified shall be determined as follows:

- a. If the position is reclassified to a class with the same salary range as the previous class and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.
- b. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position then the salary of such employee shall be governed by Section 14 of the Memorandum of Understanding.

c. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change. If his/her salary is greater than the maximum of the lower salary range, his/her salary shall be "Y" rated until such time as any general salary increase, inequity adjustment, or other adjustment results in a monthly salary appropriate for the class. The employee's salary anniversary date shall not change and he/she shall not be required to serve a new probationary period.

## SECTION 20. BILINGUAL PAY

Employees who are assigned to perform as bilingual communicators on a regular and recurring basis shall receive an additional One Hundred Seventy-five Dollars (\$175.00) compensation each month they are assigned. Prior to receiving such additional compensation, employees may be required to pass a bilingual proficiency test.

Employees who do not volunteer to be assigned as bilingual communicators shall not normally be required to perform in this capacity except in emergency situations.

The Authority will continue its practice of paying employees who are fluent in another language and are assigned to or are required in the performance of their duties to use their bilingual skills. Such pay will be \$10 a day on the day such bilingual skills are utilized, with the prior approval of the employee's supervisor. This does not pertain to employees who are assigned as bilingual communicators as outlined above.

## **HOURS OF WORK AND OVERTIME**

### SECTION 21. HOURS OF WORK

#### 21.1 Work Schedule

The standard workweek for employees occupying full-time positions consists of forty (40) hours in any designated five (5) days with two (2) consecutive days off. Employees may not receive two (2) consecutive days off during a week in which employees rotate shifts.

Daily hours of work (or shifts) for employees of the Twin Cities Police Department shall be as requested per four (4) month sign up roster according to employee seniority. Employees, through the bidding process, may work the same shift two (2) four (4) month periods in a row, but must change the shift the third (3rd) period.

Exceptions to the above may be for the following reasons, with reasons for the exceptions given in writing:

- a. New employees
- b. Training
- c. Special assignments
- d. Supervision

Sign up shall be for a one (1) year period (three (3) four (4) month cycles).

The standard work week outlined above, has been amended by the Department in some circumstances in order to implement alternate work schedules, which are as follows.

5/8 Schedule - Telecommunications Specialist/Clerical  
9/80 Schedule - Dispatcher  
Comm./Records Supervisor  
CSO  
School Resource Officer \*  
4/10 Schedule - Investigators / Detectives  
Training Support Sergeant  
3/12 Schedule - Police Officer  
Sergeant (assigned to patrol)

\*this classification's schedule changes to 4/10 during summer months

Employees assigned to work a 9/80 schedule shall normally be assigned to work a 14 day schedule that consists of two alternating weeks of four 9 hour work shifts on duty followed by one 8 hour day on duty (for a total of 44 hours) with two days off and then four 9 hour shifts on duty, for a total of 36 hours with three days off. This will result in employees working a total of 80 hours in a 14 day pay period.

Employees assigned to work the 4/10 schedule shall normally be assigned to work a fourteen (14) day schedule that consists of four 10 hour work shifts on duty (for a total of 40 hours) with three days off and then four 10 hours work shifts on duty followed by three days off. This will result in employees working a total of 80 hours in a 14 day pay period.

Employees assigned to work the 3/12 schedule shall normally be assigned to work a fourteen (14) day schedule that consists of two alternating weeks of three 12 hour work shifts on duty (for a total of 36 hours) with four days off and then four 12 hour work shifts on duty (for a total of 48 hours) with three days off. This will result in employees working a total of 84 hours in the 14-day pay period.

If at any time the Department determines that any of these alternate work schedules is to be discontinued, the Department will meet with the Association to discuss the reasons for the change and to present new work schedule(s). The Association may also present scheduling alternatives for the Chief's consideration. The Department also reserves the right to discontinue these alternate work schedules in whole or in part if an emergency arises where continuance of the alternate schedules would have serious adverse consequences to the Department.

## 21.2 Shift Differential

Employees working in patrol who are regularly assigned to work nights and that work for four or more such shifts during a pay period will be eligible for a shift differential of 5.0% of base pay for each hour so worked. Employees working in positions other than patrol that are regularly assigned to work the graveyard or swing relief shift for five or more shifts during a pay period will be eligible for a shift differential of 5.0% of base pay for each hour so worked. This differential will not be paid to employees who work either of the noted shifts as part of field or other training

In the event an employee assigned to patrol is assigned and works the night shift, but during this shift rotation he/she is moved to day shift by the Department, he/she will continue to

receive shift differential for the balance of that shift rotation. This continuation of shift differential shall not apply in circumstances where an employee requests to move off of nights, the move to days is part of disciplinary action, or if such change is made prior to the commencement of the 4 month shift rotation.

### 21.3 Special Duty Status

Should any employee of the Department who is assigned to work an alternate work schedule become ill or injured requiring time off or modified job duties, that employee may be assigned to a five (5) day, forty (40) hour work week.

### 21.4 Training

An employee who is working on an alternate work schedule and is sent to training must discuss the length of the training and their work status with their supervisor before leaving for such training. If the number of hours of training is less than his/her normal duty day/week, he/she shall be expected to work the remaining hours, or utilize accrued time off for the balance of the time. If the training is to take place for more than five days, the employee may be returned to a 5/8 schedule for the duration of the training.

## SECTION 22 OVERTIME

### 22.1 Definition.

Authorized time worked in excess of an employee's regularly scheduled work day or regular 14 day work schedule shall constitute overtime. Time paid for but not worked such as paid sick leave and paid holidays shall be included in the computation of time worked.

Employees working on an alternate work schedule will normally be assigned to a 14 day work cycle as outlined in Section 21 above. During this period an employee will normally be scheduled to work 80 hours in a pay period, except employees working on the 3/12 schedule who are schedule to work 84 hours (80 hours at the straight time pay and 4 hours as straight time compensatory time). An employee will be eligible for overtime payment at time and one half for those hours worked beyond their regularly assigned work shift or for hours worked in excess of 80 or 84 hours (as applicable) during the 14 day work cycle.

### 22.2 Overtime Pay

Overtime shall be paid at the option of the Department Head based on the rate of pay at time and one-half or compensatory time at time and one-half off, subject to the following provisions:

a. Court time outside normal duty hours will be paid at a time and one-half/CTO basis. If a court appearance is scheduled more than one (1) hour after, or ends more than one (1) hour before a scheduled shift, a four (4) hour minimum overtime compensation or CTO will be paid.

b. Court time on a day off will be paid at a four (4) hour minimum at the overtime rate/CTO. The officer is responsible for contacting the Twin Cities Police Department or appropriate authority prior to 5:00 p.m. the day preceding the court date to ascertain if attendance is required.

c. Required training except for required "in house" training will be compensated at straight-time pay/CTO.

- d. Prisoner transportation will be compensated at straight-time pay/CTO with an eight (8) hour maximum per day.
- e. Range training outside normal duty hours will be paid at the two (2) hour minimum at the overtime rate CTO.

#### SECTION 23. COMPENSATORY TIME

Employees may elect to accrue compensatory time and/or Flex time not to exceed a total of one hundred fifty (150) hours. Once a one hundred and fifty hour accrual has been attained, any authorized overtime hours worked will be paid at the overtime rate and efforts will be made to have the employee schedule time off. Accrued compensatory time off may be carried over from one calendar year to the next; however, accrued compensatory time/Flex time off balances may not exceed one hundred fifty (150) hours.

Compensatory time is earned at the overtime rate of time and one half. Flex time is earned at the straight time rate. As either compensatory time or flex time are earned, they will be credited to an employees "Comp time account". The use of accrued compensatory time/Flex time off shall be by mutual agreement between the Chief (or his/her designee) and the employee.

By mutual agreement between the Chief and the employee, an employee may be allowed to cash out compensatory time and/or Flex time that has been accrued at the time of said election. This cash out may be allowed only two (2) times per year and the maximum number of hours exchanged will be forty (40) hours per year.

#### SECTION 24. STANDBY

Employees required by the Department Head to be on standby shall receive 0.125 of an hours pay for each hour they are on standby.

### **HEALTH AND WELFARE**

#### SECTION 25. HOSPITAL, MEDICAL, DENTAL CARE, LIFE INSURANCE

##### 25.1 Medical, Dental and Life Insurance - Active Employees

The Authority shall contribute an amount necessary to provide hospitalization/medical care benefits and dental care benefits for the individual employee and eligible dependents. The amount the Authority is contributing on January 1, 2007 shall be increased only as follows:

- a. For the hospital/medical plan, the Authority shall, during the term of this Memorandum of Understanding, pay such increased amounts as is necessary to maintain those benefits in effect January 1, 2007; provided, however, that in no case shall the Authority's contribution exceed the actual dollar monthly premium for each level of the Kaiser Hospital coverage.

- b. The amount of term life insurance covering eligible employees shall be Twenty-five Thousand Dollars (\$25,000.00).

- c. The Authority will continue to pay the full cost for maintaining the dental plan in effect January 1, 2007 and the life insurance plan in effect January 1, 2007.

- d. Dental and Orthodontia. Effective January 1, 1999, the maximum dental coverage was increased to Two Thousand Dollars (\$2,000.00) per year, and the Orthodontic benefit to a lifetime maximum of One Thousand Dollars (\$1,000.00) per dependent child.

#### 25.2 Medical Insurance - Retirees

For a current employee (hired before 7/1/07) who; retires from the Twin Cities Police Authority (Authority), has completed 10 or more years of service with TCPA, and is collecting a PERS retirement benefit, the Authority will pay for the cost of Kaiser medical coverage for the employee.

For a current employee (hired before 7/1/07) who; retires from the Authority, has completed 15 or more years of service with Authority, and is collecting a PERS retirement benefit, Authority will pay for the cost of Kaiser medical coverage for the employee and their spouse. To be eligible, the spousal relationship must have been documented with the Authority for at least 5 years before the employee retires from the Authority. If other retiree medical coverage is available to the spouse, that plan will provide coverage, before the plan offered by the Authority.

For an employee hired after 7/1/07 who; retires from the TCPA, has completed 10 years of service with TCPA, and is collecting a PERS retirement benefit, TCPA will pay for the cost of Kaiser medical coverage for the employee only.

Employee's who do not qualify for TCPA paid medical in retirement, as well as eligible dependents of retirees, are allowed access, through TCPA, into the PERS medical plan after retirement, in accordance with the rules established by PERS. Such premiums will be paid for at the retiree's expense.

TCPA will work with its employee groups to research and develop a vehicle which allows money to be set aside while employees work for the TCPA, which can later be used for medical costs in retirement. Potential solutions include the creation of Health Savings Accounts (HSA) which may allow employees and the TCPA to set aside money on a pre-tax basis, which can later be used for medical expenses.

In regards to an employee who is granted a duty related disability retirement, which occurs prior to meeting the service requirements outlined above, the Authority will provide a stipend payment toward the retiree's medical costs, in an amount determined by the percentage rate of disability determined.

### SECTION 26. CHANGE IN EMPLOYEE BENEFIT PLANS

The Authority intends to evaluate the hospital/medical, dental and long-term disability plans currently available to employees to determine if similar or better coverage may be available at lower cost to the Authority. The Authority may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is equal to or superior to the present coverage and provided that the Authority meets with the Association to discuss any new plan before it is implemented.

### SECTION 27. LONG-TERM DISABILITY

Effective in 2004, LTD coverage was converted to the PORAC Partially Self Funded Disability Policy. The cost of this disability policy will be paid for by each individual employee through payroll deduction. The long term disability plan for non-sworn personnel is at a level consistent with that received by sworn personnel.

Effective upon the conversion of coverage, employees received a one time increase to their base rate of pay to reflect the actual cost of the LTD policy, at enrollment. Any increases in the cost of this policy during the term of this agreement shall be the responsibility of the individual employee.

## **PAID AND UNPAID LEAVE**

### **SECTION 28. HOLIDAYS**

#### **28.1 Sworn Employees, Dispatchers, and Communication Supervisors**

Regular full-time sworn employees, dispatchers, and the Communication Supervisor shall be entitled to be paid for the following thirteen (13) holidays per year, in lieu of a day off:

New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Admission Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving and Christmas Day.

Six and one-half (6-1/2) holidays are to be paid on the first payday in June and six and one-half (6-1/2) are to be paid the last payday in November.

Holidays are paid at straight-time. Full-time probationary employees shall be paid for holidays on a prorated basis based upon their date of hire and number of holidays earned there from. Actual days off may be granted in lieu of pay.

#### **28.2 Telecommunications Specialists, Clerical Specialists, and Community Service Officers**

Employees in the classifications of Telecommunications Specialist/clerical, Clerical Specialist and Community Services Officer shall observe the following listed holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving and Christmas Day.

Employees shall be required to work on Admission Day, Columbus Day and Lincoln's Birthday. In compensation for working these holidays employees shall receive eight (8) hours of floating holiday time off for each holiday worked.

If a holiday falls on the employees regular day off, they will receive the next regular workday off with pay up to a maximum of eight (8) hours. Such employees may use accrued comp time, vacation, or floating holiday time to make up the difference between the eight (8) hours holiday pay and their normal work hours for that day.

Holidays are paid at straight-time. Full-time probationary employees shall be paid for holidays on a prorated basis based upon their date of hire and number of holidays earned there from. Actual days off may be granted in lieu of pay.

## SECTION 29. VACATIONS

### 29.1 Vacation Accrual

Each full-time regular and probationary employee shall accrue vacation leave with pay as follows:

1 - 5 years service = 3.08 hours biweekly

6 - 9 years service = 4.62 hours biweekly

10 - 14 years service = 6.16 hours biweekly

15 + years service = 7.69 hours biweekly

Vacation time accrues from the date of hire consistent with the above schedule. No vacation with pay is allowable to temporary or part-time employees.

### 29.2 Use of Vacation

Vacation leave may be taken as it accrues. The dates of vacation leave may be selected by the employee but shall be approved by the Department Head who shall consider the wishes of the employee and the needs of the Department. Preference of vacation date shall be given to employees within the same classification by seniority as reasonably as possible.

### 29.3 Maximum Accrual

Employees may accrue up to two hundred-forty (240) hours of vacation per calendar year. Only with the prior written permission of the Chief of Police, may more than two hundred-forty (240) hours of accumulated vacation be carried forward into the subsequent year. Without this permission, once an employee reaches the two hundred-forty (240) hour maximum they will not earn or accrue additional vacation time until their balance returns below the maximum.

### 29.4 Pay for Vacation Time

Any employee who has worked a continuous twelve (12) month period of time or more, who is about to terminate his/her employment, and who has unused vacation time on record, shall be paid the straight hourly equivalent based upon the applicable salary schedule for the time period involved, for such vacation time in his/her final paycheck. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the effective date of termination. When termination is caused by death of the employee, payment shall be made to the employee's designated beneficiary.

## SECTION 30. SICK LEAVE

### 30.1 Sick Leave Accrual

Every full-time, regular and probationary employee shall accrue sick leave time at the rate of eight (8) hours per month. Unused sick leave may be accumulated without limit. Sick leave shall be granted in the case of disabilities due to illness, injury or pregnancy.

### 30.2 Evidence of Illness

The Department Head and/or Management Committee may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave was requested.

30.3 Emergency Care of Family

An employee may utilize paid sick leave up to a maximum of six (6) days per year in cases of illness or injury to an immediate family member. Immediate family is defined in Section 31 Funeral Leave.

30.4 Maternity Leave

Pregnant employees shall be entitled to a maternity leave of absence without pay (in addition to the paid leave provided in Section 29.1) in accordance with State and Federal laws.

30.5 Penalty for Sick Leave Abuse

When in the judgment of the Department Head, the employee's reasons for being absent because of alleged sickness are inadequate, he/she shall indicate on the payroll time report that the absence was without leave and without pay. In addition, the Management Committee may impose such disciplinary action as in its discretion seems warranted, following procedures set forth in Rule 6.0 of the Personnel Rules.

30.6 Holidays During Sick Leave

Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

SECTION 31. FUNERAL LEAVE

In the event of a death in the immediate family of a full-time employee he/she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and to attend same, not to exceed three (3) regularly scheduled working days for each leave, up to a maximum of nine (9) regular working days in any one year. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, or sick leave, and does not apply to death resulting from earthquake or war. For purposes of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, minor step-children, mother-in-law, father-in-law, grandparents and grandchildren. At the request of the Department Head, the employee shall furnish a death certificate and proof of relationship.

Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

SECTION 32. JURY DUTY

Employees who are called or required to serve as a trial juror shall be entitled to be absent from duties with the Department during the period of such service or while necessarily being present in the court as a result of such call. No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the Twin Cities Police Authority, the fee for jury duty. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify his/her Department Head in writing whether or not he/she waives or remits jury fees to the Authority.

SECTION 33. LEAVE OF ABSENCE WITHOUT PAY

The Management Committee upon recommendation of the Police Chief, may grant a regular or probationary employee leave of absence without pay or seniority not to exceed six (6) months. After six (6) months, the leave of absence may be extended if authorized in

its sole discretion by the Twin Cities Police Council. The decision of the Police Council shall not be subject to the grievance procedure. No such leave or extension thereof shall be granted except upon written request of the employee, setting forth the special circumstances for the request, and any approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration may be cause of immediate discharge.

The granting of any leave of absence without pay exceeding fourteen (14) calendar days shall result in a new salary anniversary for the employee. Such date shall be based on his/her original salary date plus the number of calendar days of his/her leave in excess of fourteen (14) calendar days.

The Police Chief may grant a regular or probationary employee leave of absence without pay not to exceed one (1) calendar week. All leaves shall be reported to the Finance Department.

#### SECTION 34. CATASTROPHIC INJURIES/ILLNESS TIME BANK

The intent of this program is to assist catastrophically ill or injured employees who have exhausted all available paid accruals, to maintain paid status as long as possible. Catastrophic injury or illness is defined as a medically certified, severe and disabling, non-industrial condition resulting in an employee's inability to work. An employee requesting to receive donated Catastrophic Time must provide details of his/her situation to the Chief of Police and receive his/her recommendation. A time bank may then be established for the benefit of an employee. Employees may submit requests to donate earned vacation and/or compensatory time on a voluntary basis for another employee subject to the conditions listed below:

- a. Employees initially eligible to receive leave contributions must have completed 2080 hours or 1 year of service with the Authority. In addition, such employee must have exhausted all of their other leave balances available including earned vacation, earned sick leave, and accrued compensatory time.
- b. State and federal income tax on the value of leave donated shall be deducted from the recipient employee's pay at time of payment for such donated time.
- c. Leave hours donated shall be credited as sick leave and shall not be reversible.
- d. Hours requested to be donated must be in whole hour increments, shall be kept in pledge status until used, shall be credited on a bi-weekly basis as sick leave, and shall be subject to the provisions of this Memorandum of Understanding regarding the use and payment of same.
- e. Donated leave time shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's straight time hourly rate of pay. Recipient employees shall not be credited with more than 100% of their normally scheduled hours for any given pay period.
- f. Donating employees may not reduce their balance of earned vacation below eighty (80) hours by reason of such donations.
- g. Recipient employees may be credited with up to 40 hours of donated time upon return to work, provided that sufficient hours remain in pledge status during the pay period immediately preceding the return to work date. All un-donated, pledged hours exceeding 40 shall be returned to the respective donor(s).
- h. In the event of the death of the recipient, donated hours shall be returned to the bank for future use.

- i. While on catastrophic leave, using donated hours, an employee shall not accrue any vacation or sick leave.
- j. Catastrophic leave shall not be used in conjunction with any long or short term disability benefits or workers compensation.
- k. An employee will be eligible to receive a maximum of 300 hours of catastrophic leave. This maximum level may be extended with the prior written approval of the TCPA management committee.

## **ALLOWANCES AND REIMBURSEMENTS**

### **SECTION 35. EDUCATIONAL REIMBURSEMENT**

An employee will be reimbursed for each educational course for which the employee received prior written approval from the Department Head upon receipt of proof that said employee has obtained a grade of B or better or "pass" if the course provides only for a pass/fail grade. Said reimbursement is limited to Six Hundred Dollars (\$600.00) per semester and Twelve Hundred Dollars (\$1200.00) per year.

### **SECTION 36. EDUCATIONAL INCENTIVE**

Effective the first pay period in July 2007, the following educational incentive provision shall be implemented. The amounts of compensation provided are not cumulative, but escalate as a higher level of education/certification is achieved.

- a) An employee who possesses an Intermediate POST Certificate shall receive 2.0% of salary per month, in addition to other pay.
- b) An employee who possesses an Associates of Arts degree shall receive 3.0% of salary per month, in addition to other pay.
- c) An employee who possesses an Advanced POST Certificate shall receive 4.0% of salary per month, in addition to other pay.
- d) An employee who possesses a Bachelors degree shall receive 5.0% of salary per month, in addition to other pay.
- e) An employee who possesses a Masters degree shall receive 6.0% of salary per month, in addition to other pay.
- f) An employee in the classification of Public Safety Communications / Records Supervisor who possesses a POST Supervisory Certification shall receive 4.0% of salary per month, in addition to other pay.

### **SECTION 37. UNIFORM ALLOWANCE**

New employees shall be furnished by the Department with an adequate supply of uniforms and required equipment. All other employees who customarily and regularly wear uniforms prescribed by the Department Head during scheduled duty hours shall be covered by the following Uniform Replacement Program:

(1) The Authority shall replace worn or damaged articles of uniform in kind up to the following maximum amounts:

a. Sworn Police Officers

1 pair pants each year

1 long sleeve shirt each year

1 short sleeve shirt each year

1 hat each two (2) years

1 field jacket each four (4) years.

b. Public Safety Dispatcher and Telecomm. Specialist/Clerical

2 blouses each year

2 pair pants or skirts each year

1 jacket each year.

(2) Damaged and/or worn articles of uniform shall be turned into the Department Head who shall determine if the article warrants replacement. Items damaged as the result of the employee's negligence or carelessness will not be replaced in kind by the Authority under this program and may not be worn by the officer while on duty. The Department shall also be responsible for cleaning and repair of the articles of uniform.

(3) As an exception to the foregoing, the Authority will replace in kind those articles of uniform listed in paragraph one (1) above which, in the judgment of the Department Head, has been damaged or destroyed as the result of unusual circumstances beyond the control of the officer, incurred in the performance of his/her official duties.

(4) Articles of uniform provided under this program shall remain the property of the Twin Cities Police Authority and shall be turned into the Department Head when replaced in kind or when the officer retires or terminates his/her employment with the Authority for any reason.

(5) Employees assigned as Detectives who customarily and regularly wear civilian clothing during scheduled duty hours shall receive Four Hundred Fifty Dollars (\$450.00) per year uniform allowance. Said uniform allowance shall be paid on a semi-annual basis (first paycheck in January and the first paycheck in July) in the amount of Two Hundred twenty-five dollars (\$225.00) for the ensuing 6 month period. If an employee enters the detective assignment during the six month period, their allowance will be pro-rated based on the number of months remaining in the six month cycle.

### SECTION 38. PHYSICAL FITNESS

The Authority will reimburse employees for an individual membership at the health club of their choice up to the dollar amount the Authority pays for Golds Gym, subject to the conditions set forth in the Physical Fitness contract entered into with each participating

employee. Individuals may be required to maintain a record of their gym usage and may be subsequently required to produce such records if requested by the Department.

## **RETIREMENT PLAN**

### **SECTION 39. RETIREMENT PLAN**

#### **39.1 PERS Pick Up**

The Authority will continue to pick up 7% of non-sworn employees' PERS contributions and 9.0% of sworn employees' PERS contributions. These amounts will be considered "reported as income" for PERS purposes.

Effective on or about July 1, 2008, when the miscellaneous retirement plan is amended, the non-sworn employees' required PERS contribution will increase to 8%. The Authority will continue to pick up 7% of this cost and the employees will be required to pay for the additional 1%, as specified below.

#### **39.2 Retirement Plan Provisions**

The retirement plans in effect for employees covered by this Memorandum of Understanding shall remain in full force and effect and includes the following benefits:

Employees covered by this Memorandum of Understanding will be provided with the following benefits:

- Sworn - Effective 1/1/03, the Authority amended its contract with PERS to provide for the three percent (3%) at fifty-five (55) benefit.
- Non-sworn - Effective 7/1/02, the Authority amended its contract with PERS to provide for the two percent (2%) at fifty-five (55) benefit.
- Final Compensation Average – Highest single year.
- 1959 Survivors Benefit. - In 2001, the Authority amended its contract with PERS to provide the Fourth Level of this benefit.
- Post-retirement Survivor Benefit
- Unused Sick Leave Credit (Employees with unused sick leave at retirement will receive additional service credit at the rate of 0.004 years for each day of sick leave.)

When comparing Twin Cities Police Authority employees' wages with wages of employees in other jurisdictions, it is understood that these new retirement benefits will be considered part of the total compensation for said employees.

#### **39.3 Future Retirement Enhancement - non-sworn**

Effective on or about July 1, 2008, the Authority will amend its contract with PERS to provide for the 2.5% @ 55 retirement plan for miscellaneous employees. In the pay period this plan amendment is made, the Authority will initiate a 2.5% payroll deduction for all miscellaneous employees, in order to reimburse the Authority for the increased

cost of the plan. In addition, the employees will be responsible for the additional 1% employee contribution required by PERS. These deductions will be made on a pre-tax basis, as allowed by applicable IRS regulations.

39.4 Deferred Compensation

The Authority will provide a matching contribution of up to 1.0% of an employee's compensation, if 50% or more of the department's personnel participate in the Plan.

## **LAYOFF**

### SECTION 40. LAYOFF

40.1 Intent of Procedure

In the event it may be necessary to layoff one (1) or more employees, the following procedure is intended to give primary consideration to job performance, classification and seniority whenever the layoff of employees is necessary.

40.2 Procedure

a. Employees to be laid off shall be given at least fourteen (14) calendar days prior notice.

b. Except as otherwise provided, whenever there is a reduction in the work force, the Management Committee shall first demote to a vacancy, if any, in a lower class for which the employee is qualified. All persons so demoted shall have their names placed on the reemployment list.

c. An employee affected by layoff shall have retreat rights to displace an employee in the same department in a lower class and must request displacement action in writing to the Management Committee within five (5) working days of receipt of notice of layoff.

d. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

e. In each class of position, employees shall be laid off according to employment status in the following order: temporary, provisional, probationary and permanent.

f. Temporary, provisional, and probationary employees shall be laid off according to the needs of the service as determined by the Management Committee.

g. In cases where there are two (2) or more permanent employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least ninety (90) days prior to the layoff as follows:

First, all employees having ratings of "unsatisfactory"; second, all employees having ratings of "improvement needed"; third, all employees having ratings of "satisfactory or above".

h. Employees within each category shall be laid off in inverse order of seniority in the Twin Cities Police Department service.

i. The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different times for the same class or position shall be combined into a single list. Such list shall be used when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

j. Names of persons laid off shall be carried on a reemployment list for one (1) year, except that persons appointed to permanent positions of the same level as that which laid off, shall upon such appointment be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the one (1) year from the date of layoff.

## **APPEAL PROCEDURES**

### **SECTION 41. GRIEVANCE PROCEDURE**

#### **41.1 Definition**

A grievance is any dispute which involves disciplinary action specified in Section 43, or the interpretation or application of the personnel rules, or any provision of the Memorandum of Understanding with the recognized employee organization.

#### **41.2 Informal Grievance Procedure**

Every effort shall be made to resolve a grievance as near as possible to the point of origin through discussion between the employee and his/her immediate supervisor. If, after such discussion, the employee does not feel that the grievance has been satisfactorily resolved, he/she shall have the right to discuss the matter with the supervisor's superior, if any, within the department organization. Otherwise, the employee shall have the right to discuss the matter with the Department Head.

#### **41.3 Formal Grievance Procedure**

a. If the employee is not in agreement with the decision in the informal grievance procedure, he/she shall have the right to present a formal grievance, in writing, to the Department Head. If such a formal grievance has not been submitted within five (5) working days from the date of receiving the informal decision of the supervisor of the Department Head, the informal decision shall be final and binding.

b. When discussing the formal grievance with the Department Head, the employee shall have the right to appear with his/her representative who may also participate in the discussion. The Department Head receiving the grievance shall review it, render his/her decision and comments in writing and return them to the employee within twenty (20) working days after receiving the formal grievance. Except for disciplinary actions specified in Section 43, appeals of which are made to the Adjustment Board, if the employee does not agree with the decision reached, he/she may present an appeal in writing to the Management Committee within five (5) working days. Failure of the employee to take further action within five (5) working days after receipt of the decision of the Department Head will constitute withdrawal of the grievance.

#### **41.4 Adjustment Board**

Any grievance which is not resolved in pursuance of the earlier provisions of this procedure may be appealed in writing within five (5) working days to a Board consisting of one (1) representative appointed by the Management Committee, one (1) representative appointed

by the Association and one (1) representative selected by mutual agreement between the other two (2) Board members. The decision of this Board shall be in the form of a written recommendation to the Twin Cities Police Council, with a copy to the Association. The Board shall, in no event, entertain, hear, or make recommendations on any dispute involving a position over which a formally recognized employee organization has jurisdiction, unless such dispute falls within the definition of a grievance as herein above set forth.

41.5 Appeal to Twin Cities Police Council

Upon receipt of the Adjustment Board's recommendation the Twin Cities Police Council shall, within twenty (20) working days, render a formal decision, in writing, to the employee. Such decision shall be final and binding.

41.6 Extension of Time Limitations

Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the individual or committee at the appropriate level.

**SECTION 42. EMPLOYEE REPRESENTATIVE FOR GRIEVANCES**

The Association may designate a reasonable number of Department employees as employee representatives to assist in the handling of grievances. The Association shall notify the Department Head in writing of the individuals so designated. The employee representative may be relieved from his/her assigned work duties by his/her supervisor to investigate and process grievances initiated by other employees within the same work area. The use of time for this purpose shall be reasonable and shall not interfere with the performance of services as determined by the Department Head.

**SECTION 43. DISCHARGE, SUSPENSION OR DEMOTION FOR CAUSE**

The Department Head with the prior approval of the Management Committee may discharge, suspend or demote an employee for cause, provided the procedures specified in Section 5.0 of the Personnel Rules are followed. An employee who has completed his/her probationary period may appeal such discharge, suspension or demotion to the grievance procedure in accordance with Section 40.

**DISCIPLINARY PROCEDURE**

**SECTION 44. CAUSE FOR DISCIPLINARY ACTIONS**

Employees may be subject to disciplinary action for cause, including, but not limited to, the following:

- a. Commission of a criminal offense.
- b. Willful or negligent damage or loss of Department property.
- c. Neglect of duty.
- d. Insubordination.

- e. Dishonesty including failure to report truthfully when ordered.
- f. Excessive, unexcused and/or unreported absenteeism or tardiness.
- g. Violation of Department policies, rules or procedures.
- h. Incompetence or nonperformance of duty.
- i. Alcohol intoxication on duty.
- j. Under influence of or use of drugs not prescribed by doctor while on duty.

#### SECTION 45. PENALTIES

Subject to the provisions of the Twin Cities Police Department's Personnel Rules, when necessary, the approval of the Management Committee, the following penalties may be assessed against any member or employee of the Department as disciplinary action:

- a. Oral reprimand
- b. Written reprimand
- c. Reduction in salary
- d. Suspension
- e. Demotion
- f. Transfer
- g. Dismissal

#### SECTION 46. PREDISCIPLINARY PROCEDURE

##### 46.1 Policy

Prior to the discharge, demotion, or reduction in salary for disciplinary purpose, or suspension of any regular employee pursuant to the provisions of the Personnel Resolution and these rules, the following procedure shall be complied with:

- a. Written Notice. Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed action and the charge(s) being considered.
- b. Employee Review. The employee shall be given the opportunity to review the documents or materials upon which the proposed disciplinary action is based, and, if practicable, he/she shall be supplied with a copy of the documents.
- c. Employee Response. Within five (5) working days after the employee has had the review opportunity provided above, he/she shall have the right to respond, orally or in

writing, or both, at the employee's option, to the Management Committee concerning the proposed action. The five (5) day time limit may be extended by mutual agreement.

## MISCELLANEOUS PROVISIONS

### SECTION 47. GROOMING POLICY

#### 47.1 Policy

The purpose of this policy is to provide guidelines for the personal appearance of members of the Twin Cities Police Department. The guidelines set forth herein are in keeping with contemporary grooming standards with the status of this organization as a public service agency. The guidelines are categorized by male and female employees because of the unique requirements of each.

#### 47.2 Procedure

##### a. Male Employees

1. Hair - The hair shall not extend below the bottom of the ear on the sides. In the rear, the hair may touch the top of the employee's collar. Each employee shall maintain his hair in a clean and neat manner.

2. Mustaches - The employee may, at his option, have a mustache. It shall not extend below the corners of the mouth nor connect with the sideburns. Mustaches will be neatly trimmed at all times.

3. Sideburns - Sideburns shall not extend below the ear and shall be neatly trimmed.

4. Beards -The employee may, at his option, have a beard. It shall be neatly trimmed and of medium length. The beard shall not extend below the jaw line more than 3/4 inch and shall be trimmed/shaved to follow the line of the jaw. If, in the opinion of the Chief of police or his designated representative an employee's beard is inappropriate, it will be removed or modified to comply with standards set by the Chief or his designee.

##### b. Female Employees

1. Hair - The hair shall be worn in a clean, neat style and in a length which allows it to be tucked inside safety equipment such as a riot helmet. Because of the officer safety hazard posed by excessively long hair, the hair shall not extend more than six inches below the collar line of the employee's uniform shirt/blouse.

##### c. Exceptions

1. The Chief of Police or his designated representative may, at his option, waive any or all of these guidelines if in his/her opinion the circumstances warrant such action.

##### d. Disputes

1. The Chief or his designated representative shall have the final authority in any dispute concerning grooming standards.

## SECTION 48. EVALUATIONS

### 48.1 Probationary Period

a. For all sworn personnel, the first eighteen (18) months after an employee has been hired or the first twelve (12) months after an employee has been promoted, shall be a probationary period during which he/she will be considered as in training. For all other employees, the probationary period shall be twelve (12) months. This period is an extension of the examination process and the employee's performance shall be carefully observed. Notwithstanding the foregoing, promotional probationary periods shall be twelve (12) months.

b. It is the Department's intention to formally evaluate an employee's performance on or about thirty (30) days prior to the sixth (6th) month, twelfth (12th) month and eighteenth (18th) month (for newly hired, sworn personnel) anniversary date of hire or promotion.

c. Probationary employees may be terminated or reduced in class, whichever is appropriate at the time, without the right of appeal. Notification of termination or reduction in class shall be in writing and shall be given to the probationary employee.

d. Probationary periods may be extended, under certain circumstances upon recommendation of the Department Head and approval of the Management Committee. Such extensions shall not exceed six (6) months.

### 48.2 Review With Employee

Each performance evaluation shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement. The employee shall also be encouraged to comment regarding his/her work performance, either in a written statement attached to the report or orally. The employee shall sign the performance report to acknowledge that he/she is aware of its contents and has discussed the report with the evaluator. The employee's signature does not necessarily mean that he/she agrees with the contents of the report.

## **CLOSING PROVISIONS**

### SECTION 49. SEPARABILITY OF PROVISIONS

Should any provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding.

### SECTION 50. SCOPE OF AGREEMENT

This Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto; provided, however, nothing contained herein shall be considered a waiver by the Association of its right to meet and confer on any proposed changes by the Authority on matters within the scope of representation.

SECTION 51. RECOMMENDATION OF REPRESENTATIVES

This Memorandum of Understanding shall be presented to the Twin Cities Police Authority and the Twin Cities Police Officers Association as the joint recommendation of the undersigned parties for salary and employee benefits for the period commencing July 1, 2007 and ending June 30, 2009.

SECTION 52. DURATION

This Memorandum of Understanding shall be effective July 1, 2007, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as herein set forth and shall remain in full force and effect to and including the thirtieth (30th) day of June, 2009, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of July, 2009, or the first day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this day of \_\_\_\_\_ 2008.

TWIN CITIES POLICE OFFICERS  
ASSOCIATION

TWIN CITIES POLICE AUTHORITY

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

## STATEMENT OF APPLICABILITY

Appendix A is included for informational purposes and is not included within the Memorandum of Understanding. The parties recognize that some aspects of Appendix A may be within the scope of negotiations.

## APPENDIX A

### INVESTIGATIONS AND INTERROGATIONS

When an employee is under investigation regarding a matter that may result in discipline, the following guidelines shall be adhered to:

1. The employee shall be notified of the nature of the investigation as soon as it is initiated.
2. Any interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty or during the normal waking hours for the employee, unless the seriousness of the investigation requires otherwise. If such interrogation does occur during off duty time of the employee being interrogated, the employee shall be compensated for such off duty time in accordance with regular Department procedures, and the employee shall not be released from employment for any work missed.
3. The employee under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through no more than two (2) interrogators at one time.
4. The interrogating session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his own personal physical necessities.
5. The employee under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an employee refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The Employer shall not cause the employee under interrogation to be subjected to visits by the press or news media without his express consent nor shall his home address or photograph be given to the press or news media without his express permission.
6. The complete interrogation of the employee may be recorded. If a tape recording is made of the interrogation, the employee shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential.

No notes or reports which are deemed to be confidential may be entered in the officer's personnel file. The employee being interrogated shall have the right to bring his own recording device and record any and all aspects of the interrogation.

7. If, prior to or during the interrogation of employee, it is deemed that he may be charged with a criminal offense, he shall be immediately informed of his constitutional rights.

8. Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters which are likely to result in punitive action against any employee, that employee, at his request, shall have the right to be represented by a

representative of his choice who may be present at all times during such interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose any information received from the employee under investigation for non-criminal matters. This section shall not apply to any interrogation of employee in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this Section apply to an investigation concerned solely and directly with alleged criminal activities.

9. No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his Department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.