Exhibit 1

RESOLUTION NO. 2010-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF MANAGEMENT AND THE CARLSBAD POLICE OFFICERS' ASSOCIATION.

WHEREAS, representatives of management and the Carlsbad Police Officers' Association (CPOA) have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act regarding wages and other terms and conditions of employment; and

WHEREAS, said representatives have reached agreement which they desire to submit to the City Council for consideration and approval; and

WHEREAS, the City Council has determined it to be in the public interest to accept such an agreement in the form of a Memorandum of Understanding (MOU), marked Exhibit 2 and incorporated by reference herein; and

WHEREAS, Resolution No. 2002-362 authorized the City Manager or a designee to implement changes to the City of Carlsbad Deferred Compensation Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.

2. That funding for the 2010 increases to salary and the City contribution to health insurance are included in the Fiscal Year 2009-10 budget and funding for future year increases described in the MOU (including Education Incentive) will be included in future fiscal year budgets.

3. That the Salary Schedule for CPOA-represented employees as set forth in Attachment A of Exhibit 2 is hereby approved.

4. That the City Council directs the City Manager or a designee to amend the City's Deferred Compensation Plan to incorporate the loan provision for CPOA represented ICMA participants.

5. That the Memorandum of Understanding between the Carlsbad Police Officers' Association and the City of Carlsbad is hereby approved and the City Manager is authorized and directed to execute it.

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the 8th day of June, 2010, by the following vote to wit:

AYES: Council Members Lewis, Kulchin, Hall, Packard, Blackburn

NOES: None

ABSENT: None

CLAUDE A LEWIS, Mayor

ATTEST:

LORRAINE M. WOOD, City Clerk

(SEAL)

IMPOSED CHANGES INCORPORATED INTO THE MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF CARLSBAD AND THE CARLSBAD POLICE OFFICERS' ASSOCIATION

This document incorporates changes imposed by City Council action on June 8, 2010 into the Memorandum of Understanding between the City of Carlsbad and the Carlsbad Police Officers' Association. The section outlined below was changed as a result of the City Council's action:

ARTICLE 24. RETIREMENT BENEFITS

The revised section is marked with an asterisk (*) in its title in this document. All other sections from the current MOU (January 1, 2010 through December 31, 2012) between the City of Carlsbad and the Carlsbad Police Officers' Association shall remain in full force and effect through December 31, 2012.

SUMMARY OF IMPOSED CHANGES INCORPORATED INTO THE MOU BETWEEN THE CITY OF CARLSBAD AND THE CARLSBAD POLICE OFFICERS' ASSOCIATION EFFECTIVE JANUARY 1, 2010

ARTICLE 24. RETIREMENT BENEFITS

A. A two-tier retirement plan will apply to all sworn members hired on or after October 4, 2010. The terms of the second tier shall include the following:
    1. 2% @ 50 formula
    2. 3-year Final Average Earnings (FAE) for final compensation calculation
B. During the November 2010 election the City will put a charter amendment on the ballot prohibiting increases in the 2% @ 50 retirement formula absent approval of the electorate

AMENDED ARTICLE 24

ARTICLE 24. RETIREMENT BENEFITS*

24.1 The City agrees to continue to pay the employer's contribution rate required by the California Public Employees' Retirement System (CalPERS) to maintain the negotiated level of benefits for employees covered by this Memorandum.

24.2 The City will contract with CalPERS to provide the "3% @ 50" retirement benefit for all sworn CPOA-represented safety employees effective the pay period inclusive of June 30, 2001. This retirement benefit will be provided to all sworn CPOA-represented safety employees entering membership for the first time in a City of Carlsbad police safety classification before October 4, 2010.

24. 3 Effective the pay period inclusive of July 1, 2001, the City will pay on behalf of all sworn CPOA-represented safety employees eight percent (8%) of the employee's retirement contribution to CalPERS. The remaining one percent (1%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

Effective the pay period inclusive of July 1, 2010, the City will pay on behalf of all sworn CPOA-represented safety employees four percent (4%) of the employee's retirement contribution to CalPERS. The remaining five percent (5%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

Effective the pay period inclusive of July 1, 2011, the City will pay on behalf of all sworn CPOA-represented safety employees zero percent (0%) of the employee's retirement contribution to CalPERS. The remaining nine percent (9%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

24.4 The City will contract with CalPERS to provide the "3% @ 60" retirement benefit for all miscellaneous represented employees effective the pay period inclusive of January 1, 2005.

24.5 The City will pay seven percent (7%) and the miscellaneous employee will pay the additional one percent (1%) of the miscellaneous employee's retirement contribution to CalPERS. The remaining one percent (1%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

Effective the pay period inclusive of July 1, 2010, the City will pay on behalf of all miscellaneous represented employees three and one-half percent (3.5%) of the employee's retirement contribution to CalPERS. The remaining four and one-half percent (4.5%) employee contribution will be deducted from each employee's salary on a

pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

Effective the pay period inclusive of July 1, 2011, the City will pay on behalf of all miscellaneous represented employees zero percent (0%) of the employee's retirement contribution to CalPERS. The remaining eight percent (8%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

24.6 The City shall report the value of Employer Paid Member Contributions (EPMC) as additional compensation to CalPERS for all CPOA represented employees.

24.7 The parties will reopen negotiations during the term of this MOU upon the request of the City to discuss creating a two-tier retirement plan and a Charter amendment regarding the retirement formula for all CPOA represented miscellaneous members.

24.8 A two-tier retirement plan will apply to all sworn members entering membership for the first time in a City of Carlsbad police safety classification on or after October 4, 2010. The terms of the 2nd tier shall include the following:

a. 2% @ 50 formula
b. 3-year Final Average Earnings (FAE) for final compensation calculation

The City shall take the necessary steps to propose to the electorate an amendment to the Charter of the City of Carlsbad in the November 2010 election which would prohibit safety employees entering membership for the first time in a City of Carlsbad police safety classification on or after October 4, 2010 from having their retirement benefit formula (commonly known as the 2% @ 50 years of age formula) increased without the approval of the electorate. The City Council may reduce this formula as provided in state law without such an amendment.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CARLSBAD
AND THE CARLSBAD POLICE OFFICERS' ASSOCIATION

Term: January 1, 2010 - December 31, 2012

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MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding is made and entered into as of the date of formal approval hereof by the City Council of the City of Carlsbad, by and between designated management representatives of the City of Carlsbad (hereinafter referred to as the "City") and the designated representatives of the Carlsbad Police Officers' Association (hereinafter referred to as "CPOA").

PREAMBLE

It is the purpose of the Memorandum of Understanding (hereinafter referred to as "Memorandum") to promote and provide for harmonious relations, cooperation and understanding between the City management representatives and the local safety police employees covered under this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment of the employees covered under this Memorandum, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation.

ARTICLE 1. IMPLEMENTATION

This Memorandum constitutes a mutual recommendation to be jointly submitted to the City Council following ratification of the Memorandum by the membership of CPOA. It is agreed that the City will act in a timely manner to make the changes in City ordinances, resolutions, rules, policies and procedures and those of the Police Department necessary to implement this Memorandum.

ARTICLE 2. TERM AND RENEGOTIATION

2.1 The term of this Memorandum shall commence on January 1, 2010, and shall continue until December 31, 2012.

2.2 Negotiations for a successor Memorandum shall begin by the exchange of written proposals in approximately September 2012.

ARTICLE 3. RETENTION OF BENEFITS

Existing benefits contained in this Memorandum shall not be changed during the term of this agreement without the mutual consent of the parties hereto. Existing benefits not set forth in this Memorandum which fall within the scope of representation shall not be changed by the City without advance notice and an opportunity to meet and confer regarding such change. The parties recognize and accept the concept of past practices as to matters within the scope of representation and agree to meet and confer regarding a proposed change in any such practices. The City shall not propose any such changes unless required to do so for operational or organizational reasons.

Notwithstanding the foregoing, during the term of this agreement, neither party will compel the other to meet and confer over any mandatory subject of bargaining .

ARTICLE 4. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum:

4.1 City's principal authorized agent shall be the City Manager or a duly authorized representative [Address: 1200 Carlsbad Village Drive, Carlsbad, California 92008; Telephone: (760) 434-2821] except where a particular representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

4.2 CPOA's principal authorized agent shall be its President or duly authorized representative [Address: P.O. Box 1392, Carlsbad, California 92008; Telephone: (760) 931-2144] and Law Offices of Silver, Hadden & Silver, [Address: 1428 Second Street, Santa Monica, California 90401; Telephone (310) 393-1486].

ARTICLE 5. RECOGNITION

The City recognizes CPOA as the majority representation of the bargaining unit that includes the classifications as listed in the attached salary schedule.

ARTICLE 6. SAVINGS CLAUSE

6.1 If any articles of this Memorandum should be found invalid, unlawful or unenforceable by reason of existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum.

6.2 In the event of invalidation of any article or section, the extinguished benefit shall be replaced by a substitute benefit of comparable value. The City and the Association shall meet within thirty (30) days following the invalidation for the purpose of determining the specific nature and form of the replacement benefit.

ARTICLE 7. NONDISCRIMINATION CLAUSE

Neither City nor CPOA shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this Memorandum because of exercise of rights to engage or not engage in CPOA activity or because of the exercise of any right provided to the employees by this Memorandum.

ARTICLE 8. COMPENSATION ADJUSTMENTS

8.1 Effective the first payroll period of calendar year 2010, the City shall implement an across the board base salary increase of two percent (2%) for all represented classifications. Retroactive compensation shall be paid only for employees employed by the City as of the first payroll period of 2010.

8.2 Effective the first payroll period of calendar year 2011, the City shall implement an across the board base salary increase for each represented classification of two percent (2%).

ARTICLE 9. MANAGEMENT RIGHTS

The rights of the City include, but are not limited to, the exclusive right: to determine the mission of its major service areas, departments, commissions, and boards; to set standards of service; to determine procedures and standards of selection for employment and promotion; to direct its employees; to take disciplinary action; to relieve employees from duty because of lack of work or other legitimate reasons; to transfer employees among various department activities and work groups; to maintain the efficiency of City operations; to determine the methods, means and personnel by which City operations are to be

conducted; to determine the contents of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology for performing its work. Nothing in this Memorandum shall require the City to meet and confer over the exercise of its management rights, however, in so doing, the City shall comply with all applicable provisions of this Memorandum.

ARTICLE 10. GRIEVANCE PROCEDURE

10.1 Purpose. The purpose and objectives of the grievance procedure are:

10.1.1 To promote improved employer-employee relations by establishing grievance procedures on matters for which an appeal or hearing is not provided by other regulations.

10.1.2 To assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors, and management.

10.1.3 To encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances throughout the several supervisory levels where necessary.

10.1.4 To provide that appeals shall be conducted as informally as possible.

10.1.5 To resolve grievances as quickly as possible and correct, if possible, the cause of grievances, thereby reducing the number of grievances and future similar complaints.

10.1.6 This grievance procedure is applicable to all employee classifications represented by the CPOA in the Police Department of the City of Carlsbad.

10.2 Definitions. For the purpose of this grievance procedure the following definitions shall apply.

10.2.1 City Manager: The City Manager.

10.2.2 Assistant City Manager: An Assistant City Manager.

10.2.3 Department: An office, department, or institution of the City.

10.2.4 Department Head or Head of a Department: The chief executive officer of a department.

10.2.5 Employee or City Employee: Any officer or employee of the City, except an elected official.

10.2.6 Employee Representative: An individual who appears on behalf of the employee.

10.2.7 Grievance: A complaint of an employee or a group of employees arising out of an application or interpretation of existing rules, regulations, or policies which come under the control of a Department Head.

10.2.8 Immediate Supervisor: The individual who assigns, reviews, or directs the work of an employee.

10.2.9 Interested Party: An individual having pertinent and/or immediate knowledge of the circumstances out of which the grievance arose.

10.2.10 Supervisor: The individual to whom an immediate supervisor reports.

10.3 Reviewable and Non-Reviewable Grievances

10.3.1 To be reviewable under this procedure a grievance must:

(a) Concern matters or incidents that have occurred.

(b) Result from an act or omission by management regarding working conditions or other matters over which the head of the department has control.

(c) Arise out of a specific situation, act, or acts considered to be unfair which result in inequity or damage to the employee.

(d) Arise out of an interpretation and application of the Memorandum or Personnel Rules and Regulations.

10.3.2 A grievance is not reviewable under this procedure:

(a) If it is a matter which would require a modification of a policy established by City Council or by law;

(b) Is reviewable under some other administrative procedure and/or rules of the City of Carlsbad (See, e.g., Article 22 hereunder), such as:

(1) Applications for changes in title, job classification, or salary.

(2) Appeals from formal disciplinary proceeding.

(3) Appeals from work performance evaluations.

10.4 Special Grievance Procedure Provisions: The following special provisions apply to the grievance procedure.

10.4.1 Procedure for Presentation: In presenting a grievance, an employee shall follow the sequence and the procedure outlined in Section 10.5 of this procedure.

10.4.2 Prompt Presentation: The employee shall discuss the grievance with an immediate supervisor promptly after (i.e., when grievant knew or should have known) the act or omission of management caused the grievance.

10.4.3 Prescribed Form: The written grievance shall be submitted on a form prescribed by the Human Resources Director for this purpose.

10.4.4 Statement of Grievance: The grievance shall contain a statement of:

(a) The specific situation, act, or acts considered to be unfair and the reasons why.

(b) The inequity or damage suffered by the employee.

(c) The relief sought.

10.4.5 Employee Representative: The employee may choose someone as a representative at any step in the procedure. No person hearing a grievance need recognize more than one representative for any one time, unless he/she so desires.

10.4.6 Interested Parties: There shall be no limit placed upon the number of interested parties which may provide information during the hearing of a grievance at any step of the grievance procedure.

10.4.7 Handled During Working Hours: Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

10.4.8 Extension of Time: The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

10.4.9 Consolidation of Grievances: If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances shall be handled as a single grievance.

10.4.10 Settlement: Any grievance shall be considered settled at the completion of any step if the grievant is satisfied or if the grievant does not present the matter to a higher authority within the prescribed time.

10.4.11 Reprisal: The grievance procedure is intended to assure a grieving employee the right to present a grievance without fear of disciplinary action or reprisal, provided the provisions of the grievance procedure are observed. Copies of grievance forms will not be placed in employee personnel records but will be maintained in separate files in the Human Resources Department.

10.5 Grievance Procedure Steps: The following procedure shall be followed by an employee submitting a grievance for consideration and action.

10.5.1 Discussion With Supervisor: The employee shall discuss the grievance with the employee's immediate supervisor informally. Within seven (7) calendar days, the supervisor shall give a decision to the employee verbally.

10.5.2 Step 1: If the employee and the supervisor cannot reach an agreement to resolve the grievance, the employee may within seven (7) calendar days present the grievance in writing to the supervisor. The supervisor shall memorialize the prior verbal decision on the grievance and present the grievance to the next-level supervisor within seven (7) calendar days.

The next-level supervisor shall hear the grievance and shall give a written decision to the employee within seven (7) calendar days after receiving the grievance. This portion of this step shall be repeated as necessary until the next-level supervisor is a Police Captain.

10.5.3 Step 2: If the employee and the next-level supervisor cannot reach an agreement to resolve the grievance, the employee may within seven (7) calendar days present the grievance in writing to the Police Chief. The Police Chief shall hear the grievance and shall give the written decision to the employee within seven (7) calendar days after receiving the grievance.

10.5.4 Step 3: If the employee and Police Chief cannot reach an agreement as to the solution of the grievance, the employee may file a written request with the Human Resources Director, within seven (7) calendar days, to have the grievance heard by a Hearing Officer via the process described in Section 10.5.7. The Human Resources Director shall present a copy of the grievance to the Assistant City Manager who may conduct a meeting with the grievant and/or CPOA representatives to identify and clarify disputed issues and attempt to resolve the grievance prior to presentation of the grievance to the Hearing Officer.

10.5.5 Step 4: If the matter is not otherwise resolved, the Hearing Officer shall, within thirty (30) calendar days after receipt of the grievance, hear the grievance and render an advisory opinion to the City Manager. The City Manager shall, within fourteen (14) calendar days after receipt of the advisory opinion, notify the employee of the final action.

10.5.6 Any of the above steps may be waived by mutual agreement of the parties.

10.5.7 Hearing Officer. The employee or employee organization and the City will attempt to develop a permanent list of five (5) mutually acceptable hearing officers. If the parties cannot mutually agree on the identity of the hearing officer from this permanent list, they will alternately strike names from the list of five using a strikeout procedure. The party striking the first name will be determined by lot.

If a permanent list of five mutually acceptable hearing officers cannot be developed, the parties agree that the advisory hearing will be conducted before a hearing officer selected by the parties from a list of seven hearing officers provided by the California State Mediation and Conciliation Service. If the parties cannot mutually agree on the identity of the hearing officer they will alternately strike names from the list of seven using a strikeout procedure. The party striking the first name will be determined by lot.

All administrative costs associated with the cost of a grievance and the subsequent hearing; including the hearing officer, court reporter and transcription costs, if any, will be shared equally between the City and the Carlsbad Police Officers' Association. In the case that the Carlsbad Police Officers' Association does not support the grievance continuing to the advisory hearing by a Hearing Officer, all administrative costs associated with the cost of a grievance and the subsequent hearing; including the hearing officer, court reporter and transcription costs, if any, will be shared equally between the City and the employee.

The employee or employee organization will be responsible for the cost of his or her own representation or attorney fees and preparation of documents.

ARTICLE 11. STAND-BY

11.1 Due to staff limitations, it may be necessary for the Police Chief to schedule employees to be on stand-by to handle overtime work which may arise during other than the employee's normal working hours.

(a) Incident Stand-by is defined as time in which an employee (a duty detective, detective sergeant or duty traffic investigator) is required, by the Police Chief or designee, to remain at a place where the employee can reasonably expect to respond and arrive at the Carlsbad Police Department within one hour. Employees are expected to respond in a safe and expeditious manner taking only the time necessary to arrive at the Carlsbad Police Department or other designated location. Response delays caused by traffic conditions or other factors beyond the employee's control will not be considered a failure to respond within the requirements of this article.

(b) Staffing Stand-by is defined as time in which an employee (generally the assigned communications operator) is required, by the Police Chief or designee, to remain available to respond to the Carlsbad Police Department.

11.2 Contact Responsibility: An employee assigned to stand-by shall maintain current contact information, either telephone number and/or cell phone number, with the communications center. The employee assigned to stand-by shall be immediately available at the number(s) provided.

11.3 Compensation: An employee will be compensated for stand-by time at the rate of twenty two dollars ($22) per 24 hours or fraction thereof. Employees on stand-by, called to perform work, will be compensated for all actual hours worked in accordance with overtime and call-back rules.

11.4 General Call Out: Certain special assignments, such as canine, investigations, field evidence technicians and traffic are expected to respond to call-outs if they are available but unless they are assigned to stand-by they are not required to maintain an available status.

11.5 Sick Notification: If any employee is unable to fulfill any portion of their stand-by assignment due to illness or other emergency, it is the employee's responsibility to notify their supervisor as soon as possible so that an alternate may be assigned.

ARTICLE 12. BILINGUAL PAY

Any employee annually certified, as the Police Chief may direct, as a qualified translator-interpreter of the Spanish language shall receive forty dollars ($40) per pay period.

ARTICLE 13. BASIC WORK WEEK/WORK DAY

13.1 The official workweek for non-sworn employees who work a 9/80 schedule begins on Friday at 12:01 p.m. and ends on the following Friday at 12:00 p.m.

13.2 The official workweek for non-sworn employees working any schedule other than a 9/80 schedule begins on Sunday at 12:01 p.m. and ends on the following Sunday at 12:00 p.m.

13.3 In accordance with section 7(k) of the Fair Labor Standards Act, the official work period for sworn employees begins on Sunday at 12:01 p.m. and ends 14 days later at 12:00 p.m. Overtime shall be compensated in the manner prescribed by Article 17 of this Memorandum.

13.4 References in the Memorandum to a 3/12 schedule refer to a schedule in which employees work three 12-hour shifts during one of the workweeks in a two-week pay period and three 12-hour shifts plus one 8-hour shift during the other workweek in the pay period, for a total of 80 hours worked in the pay period. For employees who are not covered by the 7(k) exemption contained in Article 13.3 of the Memorandum, hours worked in excess of 40 in a workweek will be compensated in accordance with Article 17 of the Memorandum.

13.5 A new 3/12.5 schedule will be implemented in Patrol as part of the Fall 2010 shift change. References in the Memorandum to the 3/12.5 schedule refer to a schedule in which employees work three consecutive work days of 12.5 consecutive work hours each during each week plus one 10-consecutive hour shift during each 28 calendar day period. This single 10-hour shift will be scheduled at the discretion of management, but will be posted in advance at the time a new shift schedule is posted.

Employees assigned to this schedule will be paid for 80 hours each pay period even though their work schedule will result in either 75 hours or 85 hours worked in a pay period.

Only sworn employees will be eligible to work this schedule.

This new 3/12.5 work schedule will be implemented on a trial basis for a six month period. At the end of the six-month period either the City or the Association can elect to revert to the previous work schedule as outlined in paragraph 13.4 above or request that the other party agree in writing to extend the trial period. If neither the City nor the Association revert to the prior work schedule or agree in writing to an extension of the trial period, the 3/12.5 work schedule shall become permanent.

13.6 Patrol employees (police officers assigned to patrol, traffic, community policing and community service officers assigned to patrol and traffic) will be given two (2) fifteen-minute rest periods and one (1) half-hour lunch break each workday without loss of pay.

13.7 Communications Operators/Supervisors – The Police Communication Center is a fluid and ever changing environment and flexibility is paramount to efficient operations. To achieve effective operations and meet changing needs in activity and staffing levels, communication operators/supervisors are expected to remain flexible in their schedule in regard to rest periods

and meal breaks. The following break policy for communication operators/supervisors is intended to balance the need for employee break time and the need for operational flexibility. During the life of this agreement and to the extent this agreement complies with state law, the provisions of (a) and (b) below shall be in effect:

(a) Breaks – Communications operators/supervisors are entitled to two (2) 15 minute rest periods and one (1) 30 minute lunch break each workday without loss of pay. Due to the unique needs of a 911 center, there may be times when communications operators/supervisors will have to adjust break times or work through their breaks. At an employee's request and with supervisor approval, the break periods may be combined into a one (1) hour compensated break.

(b) Availability – Communications operators/supervisors are expected to be available to resume their duties during their break time and, therefore, are compensated for their breaks. When staffing and activity levels permit, communication operators/supervisors are allowed to leave the premises. When on a break communications operators/supervisors are subject to recall via cell phone, pager, and/or police radio and will remain within a fifteen (15) minute recall response to the Communications Center. Activities that may interfere with a communications operator/supervisor's ability to return to the Communications Center within 15 minutes should not be conducted during break time but should be accommodated with other leave time such as comp. time or vacation time.

ARTICLE 14. COURT AND HEARINGS

14.1 Compensation: Off duty personnel who appear in court or at a hearing pursuant to an official request from a legally constituted body regarding matters arising out of, or associated with, their employment shall be compensated at a minimum of four (4) hours per day calculated at time and one-half the employee's regular rate of pay. Actual time spent in court over the four (4) hour minimum on the same day is compensable at time and one-half the employee's regular rate of pay.

14.2 Contiguous Time: This minimum hour guarantee shall not apply if the court or hearing appearance is contiguous with the commencement or end of the employee's regularly scheduled work shift. In that situation, the employee shall receive overtime compensation at the following rate.

Any subpoena received with an appearance time of two (2) hours prior to the commencement of the employee's work shift will receive two (2) hours compensation at the overtime pay rate.

Any subpoena received with an appearance time of one (1) hour prior to the commencement of the employee's work shift will receive one (1) hour compensation at the overtime pay rate.

Officers who receive subpoenas for separate cases on the same day that overlap minimum hour designations are entitled to contiguous time as opposed to separate three/four hour minimums.

14.3 Lunch Break Compensation: When personnel required to appear in court or at a hearing are held over during the normal lunch break for further appearance after lunch, they shall be entitled to credit for the lunch break as time worked.

14.4 Transportation: When available, Carlsbad Police Department vehicles shall be used for employee transportation. Mileage expenses will not be paid for appearances in court or at a hearing when the court or hearing location is within a 20 mile radius of the Carlsbad Police Department. If the court or hearing location is beyond a 20 mile radius of the Carlsbad Police Department and a Carlsbad Police Department vehicle is not available, the employee will receive reimbursement for mileage expenses to and from the court or hearing location, or the round trip distance between the court or hearing location and the Carlsbad Police Department, whichever is less. Employees shall be reimbursed for mileage expenses as set out in Council Policy Statement of the City of Carlsbad titled "Travel Policy" with an effective date of 12/14/99, including any subsequent changes to this policy.

14.5 Phone Testimony: When off duty personnel provide court or hearing testimony via telephone, the employee shall be compensated for the actual time of the telephone testimony or a minimum of one (1) hour, which ever is greater, at time and one-half the employee's regular rate of pay.

14.6 District Attorney Conversation: When off duty personnel receive calls from District Attorney personnel regarding criminal cases, employees will receive no compensation for conversations lasting less than 10 minutes. Employees will receive compensation at time and one-half the employee's rate of pay for the actual time of the conversation or a minimum of one (1) hour, whichever is greater, for conversations lasting 10 minutes or longer. Employees receiving multiple calls within the same one hour period shall only receive one hour compensation.

ARTICLE 15. SICK LEAVE/BEREAVEMENT LEAVE

15.1 Every probationary and regular employee within the classified service will accrue sick leave on a biweekly basis at the rate of eight (8) hours for each continuous calendar month of service.

15.2 Accrued, unused sick leave may be carried over to succeeding years, but will not be paid out when an employee's employment with the City ends.

15.3 Employees shall be granted sick leave: (1) to recuperate from or receive treatment for personal injuries or illnesses; (2) to care for an injured or ill family member; or (3) to attend the employee's own or a family member's medical, dental, or optometry appointments.

In addition, in the event of the death of an employee's family member, the employee may take up to five (5) consecutive shifts of paid time off for bereavement. In extreme circumstances, the Police Chief may allow the employee to take additional time off in the form of sick leave, provided the employee has sick leave available.

For the purpose of this section, the term "family member" includes a spouse, child, sibling, parent, or grandparent, whether natural, step, legally adopted, or in-law. It also includes any person who has served in place of a parent to the employee, any person for whom the employee has served in place of a parent, or any person living in the same household as the employee.

15.4 An employee who is absent because of a personal injury or illness or the injury, illness, or death of a family member must notify the employee's supervisor as soon as possible on the first day of the absence. An employee who needs to be absent to attend a medical, dental, or optometry appointment must have the absence approved in advance by the employee's supervisor.

15.5 Sick leave may not be taken as vacation time, nor compensated in cash at any time, except as provided for in this article.

15.6 If an absence is for more than three (3) consecutive workdays and/or if it is covered by workers' compensation, the pregnancy disability provisions of the California Fair Employment and Housing Act, the California Family Rights Act, or the federal Family and Medical Leave Act, the City may require the employee to provide a medical certificate supporting the need for the absence.

15.7 Time off to take a physical examination for induction into or recall to active duty with the Armed Forces will be handled in accordance with applicable state and federal law.

15.8 An employee making a blood donation without charge will be given reasonable time off for that purpose. No charge will be made against the employee's sick leave or vacation when the absence is approved in advance by the employee's supervisor.

15.9 During the first pay period of each fiscal year, any regular employee who has accrued and maintains a minimum of one hundred sixty (160) hours of sick leave will be permitted to convert up to one hundred twenty (120) hours of accrued, unused sick leave to vacation at ratio of twenty four (24) hours of sick leave to eight (8) hours of vacation. However, an employee will not be permitted to convert sick leave to vacation if the conversion would cause the employee to exceed the vacation accrual maximum specified in Article 33.

15.10 Any regular employee applying for retirement with the Public Employees' Retirement System may convert accrued and unused sick leave to service time at the rate specified in California Government Code section 20965.

15.11 Nothing in this Article precludes the City from taking appropriate action in the event of abuse of sick leave.

ARTICLE 16. ASSOCIATION RIGHTS

16.1 The City recognizes the right of the CPOA to govern its internal affairs.

16.2 The parties to this Memorandum fully support the concept of the Public Safety Officers' Procedural Bill of Rights Act, Sections 3300, et seq., of the Government Code.

16.3 Upon the receipt of a written request and authorization from an employee for deduction of CPOA dues and other lawfully permitted deductions, the City shall withhold such dues and deductions from the salary of the employee and remit the withholdings to the CPOA. The City shall continue to withhold such deductions unless the employee files a statement with the City withdrawing authorization for the continued withholding of the deductions during the month of March of any year covered by the term of this Memorandum. The effective date of withholding, time of remitting withholdings to the CPOA, and all procedural matters shall be determined in accordance with the Rules and Regulations of the City.

16.4 The CPOA shall provide and maintain with the City a current list of the names and all authorized representatives of the CPOA. An authorized representative shall not enter any work location without the consent of the Police Chief or his designee or the City Manager or his designee. The Police Chief or his designee shall have the right to make arrangements for a contact location removed from the work area of the employee.

16.5 The CPOA shall be allowed to designate employee representatives to assist employees in:

16.5.1 Preparing and processing grievances;

16.5.2 Preparing and presenting material for Disciplinary Appeals hearings;

16.5.3 Preparing and presenting material for any matter for which representation is granted pursuant to the provisions of California Government Code Sections 3300, et seq., known as the Public Safety Officers' Procedure Bill of Rights Act.

16.6 The CPOA may designate one employee representative to assist an employee in preparing and presenting materials for the above-listed procedures. The employee representative so designated shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures. Employee representatives who investigate, prepare or present materials during off-duty time shall do so on their own time. Employee representatives and employees who attend Personnel Board or City Council hearings during the off-duty time shall do so on their own time; providing, however, that employees who are ordered or subpoenaed to attend such hearings shall be compensated in accordance with the overtime provisions of this Memorandum.

16.7 Designated employee representatives shall be allowed reasonable release time from regularly scheduled duties to attend meetings relative to other matters of employer-employee relations.

16.8 Designated employee representatives requesting time off under this Article shall direct such request to their immediate supervisors in writing within a reasonable time period to the date requested, in order to assure that the Department meets its staffing needs and to assure sufficient coverage of departmental assignments.

16.9 The City will continue to furnish bulletin board space in the Police Department for the exclusive use of the CPOA. Material placed on the bulletin boards shall be at the discretion of the CPOA and shall be removed by management only in the event the material is obviously offensive to good taste or defamatory, and shall be removed only on prior notification to a CPOA representative. The CPOA shall be responsible for maintaining bulletin boards exclusively used by the CPOA in an orderly condition and shall promptly remove outdated materials.

16.10 Use of City Facilities

16.10.1 The CPOA may, with the prior approval of the City Manager, be granted the use of the City facilities for off-duty meetings of the Police Department employees, provided space is available. All such requests will be in writing to the City Manager.

16.10.2 The CPOA may, with the prior approval of the Police Chief, be granted the use of Police facilities for off-duty meetings of the Police Department employees, provided space is available. All such requests will be in writing to the Police Chief. In the event the Police Chief denies use of Police Department facilities, an appeal can be made to the City Manager.

16.10.3 The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs and blackboards, is strictly

prohibited, the presence of such equipment in approved City facilities notwithstanding.

ARTICLE 17. OVERTIME

17.1 Overtime Pay: Each employee covered by this agreement shall be entitled to overtime compensation at the premium rate of one and one-half (1-1/2) times the employee's regular rate of pay for all time worked, or regarded as having been worked because the employee is on an approved paid leave, in excess of the employee's regularly scheduled work day and/or in excess of forty (40) hours per work week for non-sworn employees or eighty (80) hours per fourteen (14) day work period for sworn employees.

For sworn employees on the 3/12.5 schedule, the overtime threshold will be all time worked, or regarded as having been worked because the employee is on an approved paid leave, in excess of the employee's regularly scheduled work day and/or in excess of either seventy-five (75) hours in the work period in which they are not scheduled to work a ten (10) hour shift, or eighty-five (85) hours in the work period in which they are scheduled to work a ten (10) hour shift.

17.2 Comp. Time Option: Each employee shall have the option (with the exception of "Pay Only Details") of receiving compensatory time off at the premium rate in lieu of cash, subject to a maximum accumulation of one hundred (100) hours of compensatory time off. While an employee has accumulated the maximum number of hours of compensatory time off, he/she shall receive all overtime compensation in cash until such time as the employee's compensatory time off bank is no longer at the maximum..

17.3 Comp. Time Exception: Special details where the City is reimbursed for employees' compensation from an outside entity shall be for pay only. Employees volunteering for such details are not eligible for compensatory time off in lieu of cash.

ARTICLE 18. CALL BACK

18.1 Description: If an employee is required to return to his or her place of employment or other work location directed by the employer at a time that is not part of the employee's regularly scheduled work shift, that employee shall receive appropriate overtime pay, as described in Article 17, for the actual number of hours worked, subject to the following:

18.2 Scheduled Call Back Minimum: For Call Backs scheduled in advance, such as for training or firearms qualification, the employee shall receive a minimum of two hours of appropriate overtime compensation.

18.3 Non-scheduled Call Back Minimum: For Call Backs not scheduled in advance, the employee shall receive a minimum of four hours of appropriate overtime compensation.

18.4 Report Call Back Minimum: Employees are encouraged to complete reports prior to scheduled days off. A supervisor must determine if the report can be "pended" until the employee returns to regular scheduled work or if the report needs to be completed prior to that time. The supervisor's approved "pending completion date" will determine the employee's compensation for completing a "pended" report prior to the employee's next regularly scheduled duty as follows:

(a) Before Next Duty Day: If an employee "pends" a report needing to be completed before the employee's next scheduled duty day, the employee shall receive a minimum of two

hours of appropriate overtime compensation for returning to the station and completing the report.

(b) Next Duty Day: If an employee "pends" a report not needing to be completed until the employee's next scheduled duty day and it is later determined by a supervisor the report needs to be completed before the employee's next scheduled duty day, the employee shall receive a minimum of four hours of appropriate overtime compensation for returning to the station and completing the report.

18.5 Travel Time: Employees who are called back shall receive travel time to and from the call back assignment. Travel time is included as part of the call back minimum compensation or the call back overtime if the call back (travel time plus detail time) exceeds the approved minimum guarantees. The maximum approved travel time is set as follows:

(a) Police Department: If the call back is to the Carlsbad Police Department or other site within a 20 mile radius of the Carlsbad Police Department, the travel time is capped at a maximum of one hour.

(b) Other Site: If the call back is to a site outside of the 20 mile radius of the Carlsbad Police Department, travel time shall be the actual amount of time required to drive to the call back site and return to employee's residence.

18.6 Transportation: Mileage reimbursement for expenses to the Carlsbad Police Department or to any site within a 20 mile radius of the Carlsbad Police Department will not be compensated. If an employee is directed to a site beyond a 20 miles radius of the Carlsbad Police Department, the employee will receive mileage reimbursement for expenses to and from the directed site or the round trip distance between the directed site and the Carlsbad Police Department, whichever is less.

18.7 Contiguous Time: These minimums shall not apply to situations where the call back is contiguous with the commencement or end of the employee's regularly scheduled work shift. In that situation, the employee shall receive applicable overtime compensation for all time actually worked beyond the regularly scheduled work shift.

ARTICLE 19. SENIORITY

19.1 The seniority of an employee is based on the number of calendar months of continuous service in the Carlsbad Police Department. Within a rank, the seniority of an employee is based on the number of calendar months of continuous service in the Carlsbad Police Department in that rank. An employee promoted to a higher rank and later demoted back to the original rank shall have seniority calculated for all time of continuous service in the higher rank and the original rank combined.

19.2 If an employee voluntarily leaves the City's employ or is dismissed for cause, the employee will lose all seniority credited prior to then. Reemployment will not restore the lost seniority. Instead, if an employee is reemployed, seniority will be based on the reemployment date.

19.3 An employee laid off after completing probation and acquiring regular status will, after reinstatement, regain the seniority credit the employee possessed at the time of layoff, provided the reinstatement occurs within twenty-four (24) months of the layoff.

19.4 A leave of absence in excess of thirty (30) continuous days will not count as continuous service for the purpose of determining seniority.

ARTICLE 20. LEGAL REPRESENTATION

20.1 Upon request of an employee and subject to any legal limitations, the City will provide for the defense of the employee in any civil action or proceeding initiated against the employee by a person or entity other than the City because of an act or omission occurring within the course and scope of the employee's employment.

20.2 Nothing in this Memorandum requires the City to provide for the defense of an employee where: (a) the City has the discretion under the California Government Code not to provide for a defense; (b) the act or omission was not within the course and scope of the employee's employment; (c) the act or omission was the result of the employee's actual fraud, corruption, or malice; or (d) providing for the defense would create a specific conflict of interest between the City and the employee within the meaning of California Government Code section 995.2.

20.3 Nothing in this Memorandum is intended to give an employee more rights or privileges than those contained in the California Government Code.

ARTICLE 21. PEACEFUL PERFORMANCE OF CITY SERVICES

21.1 During the term of the Memorandum, the CPOA, its representatives, or members shall not engage in, cause, instigate, encourage or condone a strike or work stoppage of any kind against the City of Carlsbad.

21.2 During the term of the Memorandum, the City will not instigate a lockout over a dispute with the employees.

21.3 As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

ARTICLE 22. DISCIPLINE OF AN EMPLOYEE

22.1 The City may only discipline regular employees for just cause. In the case of disciplinary action involving suspension, demotion or discharge, the employee shall be given notice of the action to be taken, the evidence or materials upon which the action is based, and an opportunity to respond to the Police Chief either orally or in writing, provided the employee requests the opportunity within seven (7) calendar days of the notice of the action. The above process will occur prior to the imposition of the discipline.

22.2 Except as provided in Section 22.4, all employees have the right to appeal their discipline according to the appeal procedure as set out below. Written notice of discipline shall inform and remind the disciplined employee of this right.

Hearing Officer. The employee or employee organization and the City will attempt to develop a permanent list of five (5) mutually acceptable hearing officers. If a mutually acceptable list cannot be developed, the parties agree that the advisory hearing will be conducted before a

hearing officer selected by the parties from a list provided by the California State Mediation and Conciliation Service. If the parties cannot mutually agree on the hearing officer they will use a strikeout procedure using a list of seven names provided by the California State Mediation and Conciliation Service. The appellant will have the prerogative of striking the first name.

The City will bear all administrative costs associated with an appeal of discipline and the subsequent hearing including the hearing officer, court reporter and transcription costs, if any.

The employee or employee organization will be responsible for the cost of his or her own representation or attorney fees and preparation of documents.

22.3 Once discipline has been imposed, the Police Chief or an authorized designee shall specify the period of time, from one to four years, that the discipline will remain in the affected employee's personnel records, unless a longer period is required by law. At the end of the designated period of time, the disciplinary action shall be removed from the employee's personnel file. It is the responsibility of the employee to initiate a request for removal of disciplinary action from the employee's personnel file. The only permitted use of the removed disciplinary action shall be in a later disciplinary proceeding where there is an allegation of similar or cumulative activity or misconduct.

22.4 Nothing in this Memorandum shall be construed to require "cause" or "just cause" for the rejection of a probationary employee prior to the expiration of the probationary period. A probationary employee rejected during the probationary period shall not be entitled to appeal such rejection to the Hearing Officer, but shall be entitled to an opportunity to discuss the rejection with the Police Chief.

22.5 Right of Appeal. Any regular employee shall, within seven (7) calendar days, have the right to appeal to the Hearing Officer any disciplinary action, interpretation or alleged violation of the Personnel Ordinance or Personnel Rules, except in instances where the right of appeal is specifically prohibited by the Personnel Ordinance or Personnel Rules, or this Article.

22.6 Method of Appeal. Appeals shall be in writing, subscribed by the appellant, and filed with the Human Resources Director, who shall, within ten (10) calendar days after receipt of the appeal, inform the Hearing Officer of the action desired by the appellant and the reasons why. The formality of a legal pleading is not required.

22.7 Notice. Upon the filing of an appeal, the Human Resources Director shall set a date for the hearing on the appeal not less than ten (10) calendar days nor more than thirty (30) calendar days from the date of filing, unless the parties mutually agree to a later hearing date. The Human Resources Director shall notify all interested parties of the date, time, and place of the hearing.

22.8 Hearings. Unless physically unable to do so, the appellant shall appear personally before the Hearing Officer at the time and place of the hearing. The appellant may be represented at the hearing by any person or attorney the appellant selects and may produce any relevant oral or documentary evidence. The City shall bear the burden of proof; therefore, the City shall state its case first and, at the conclusion, the appellant may then present evidence. Rebuttal matter not repetitive may be allowed in the discretion of the Hearing Officer. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Hearing Officer, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings will be closed unless at least four (4) business days prior to the hearing the

appellant, in writing, requests an open hearing. At the conclusion of the hearing, the hearing officer will make a recommendation. If either party disagrees with the Hearing Officer's recommendation, that party may request, within ten (10) calendar days, to present their case to the City Council before the City Council renders a final decision.

22.9 Findings and Recommendations. The Hearing Officer shall, as soon as possible after the conclusion of the hearing, certify his/her findings and decisions in writing to the City Council and to the appellant. The City Council shall review the findings and recommendations of the Hearing Officer and may then affirm, revoke or modify the action taken as, on its judgment, seems warranted, and the action taken shall be final. The Hearing Officer may submit a minority or supplemental finding and recommendation. In the case of suspension, discharge or demotion, the appointing power shall reinstate an employee to the employee's former status if the City Council determines that the action was for discriminatory reasons.

ARTICLE 23. PROBATIONARY PERIOD

23.1 For sworn personnel, the initial hire probationary period shall be one year from the date the employee is sworn as an officer. For non-sworn personnel, the initial hire probationary period shall be one year from the date of hire. The probationary period will permit both the supervisor and the employee to become acquainted and to determine the adaptability and the fitness of the employee to the assigned work. The employee will find this period helpful in evaluation of the City, his/her duties, his/her work and other satisfaction.

23.2 Any continuous work time in excess of 80 hours missed by a probationary newly hired employee shall not apply to the employee's probationary period. The probationary period and salary anniversary date shall be extended by the time missed.

23.3 All personnel promoted within the Department shall be on probation in the promotional position for a period of one year from the date of promotion.

ARTICLE 24. RETIREMENT BENEFITS

24.1 The City agrees to continue to pay the employer's contribution rate required by the California Public Employees' Retirement System (CalPERS) to maintain the negotiated level of benefits for employees covered by this Memorandum.

24.2 The City will contract with CalPERS to provide the "3% @ 50" retirement benefit for all sworn CPOA-represented safety employees effective the pay period inclusive of June 30, 2001.

24. 3 Effective the pay period inclusive of July 1, 2001, the City will pay on behalf of all sworn CPOA-represented safety employees eight percent (8%) of the employee's retirement contribution to CalPERS. The remaining one percent (1%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

Effective the pay period inclusive of July 1, 2010, the City will pay on behalf of all sworn CPOA-represented safety employees four percent (4%) of the employee's retirement contribution to CalPERS. The remaining five percent (5%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

Effective the pay period inclusive of July 1, 2011, the City will pay on behalf of all sworn CPOA-represented safety employees zero percent (0%) of the employee's retirement contribution to CalPERS. The remaining nine percent (9%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

24.4 The City will contract with CalPERS to provide the "3% @ 60" retirement benefit for all miscellaneous represented employees effective the pay period inclusive of January 1, 2005.

24.5 The City will pay seven percent (7%) and the miscellaneous employee will pay the additional one percent (1%) of the miscellaneous employee's retirement contribution to CalPERS. The remaining one percent (1%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

Effective the pay period inclusive of July 1, 2010, the City will pay on behalf of all miscellaneous represented employees three and one-half percent (3.5%) of the employee's retirement contribution to CalPERS. The remaining four and one-half percent (4.5%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

Effective the pay period inclusive of July 1, 2011, the City will pay on behalf of all miscellaneous represented employees zero percent (0%) of the employee's retirement contribution to CalPERS. The remaining eight percent (8%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code (IRC).

24.6 The City shall report the value of Employer Paid Member Contributions (EPMC) as additional compensation to CalPERS for all CPOA represented employees.

24.7 The parties agree to immediately reopen negotiations to discuss creating a two-tier retirement plan and an amendment to the City Charter requiring voter approval of any future increases in the 2nd tier retirement formula for all CPOA represented sworn members.

24.8 The parties will reopen negotiations during the term of this MOU upon request of the City to discuss creating a two-tier retirement plan and a Charter amendment regarding the retirement formula for all CPOA represented miscellaneous members.

ARTICLE 25 FLEXIBLE BENEFITS PROGRAM

25.1 Employees represented by the CPOA will participate in a flexible benefits program that includes medical insurance, dental insurance, vision insurance, flexible spending accounts (FSAs) and other insurance-related products offered through the CPOA. Each of these components is outlined below.

25.2 Medical Insurance: During the entire term of this agreement, represented employees will be covered by the Public Employees' Medical and Hospital Care Act (PEMHCA) and will be eligible to participate in the CalPERS Health Program. The City will pay on behalf of all employees covered by this agreement and their eligible dependents and those retirees designated in Section 25.5 of this Article, the minimum amount per month required under Government Code Section 22892 of the PEMHCA for medical insurance through the California Public Employees'

Retirement System (CalPERS). If electing to enroll for medical benefits, the employee must select one medical plan from the variety of medical plans offered.

Effective the first full pay period following City Council approval of this agreement, the City shall contribute the following monthly amounts (called "Benefits Credits") on behalf of each active employee and eligible dependents toward the payment of 1) medical premiums under the CalPERS Health Program, 2) contributions in the name of the employee to the City's flexible spending account(s), or 3) contributions of some or all of the premium for dental coverage, vision coverage, or other insurance related products offered through the CPOA.

(a) For employees with "employee only" coverage, the City shall contribute six hundred forty-six dollars ($646) per month that shall include the mandatory payments to CalPERS. If the actual total premiums exceed the City's total contributions, the employee will pay the difference.

(b) For employees with "employee plus one dependent" coverage, the City shall contribute eight hundred fifty-six ($856) per month that shall include the mandatory payments to CalPERS. If the actual total premiums exceed the City's total contributions, the employee will pay the difference.

(c) For employees with "employee plus two or more dependents" coverage, the City shall contribute one thousand forty two ($1,042) per month that shall include the mandatory payments to CalPERS. If the actual total premiums exceed the City's total contributions, the employee will pay the difference.

The dollar amount paid by the City for each coverage level (employee only, employee plus one dependent, employee plus two or more dependents) will be increased in the first payroll period of calendar year 2011. The amount of the increase will be determined by 1) taking the average percentage increase for all of the CalPERS HMO Health plans for January 1st, 2011 and 2) adding half of this percentage increase to the previous calendar year's monthly City contribution for each coverage level (rounded to the nearest whole dollar amount) to determine the new monthly City contribution dollar amount.

The dollar amount paid by the City for each coverage level (employee only, employee plus one dependent, employee plus two or more dependents) will be increased in the first payroll period of calendar year 2012. The amount of the increase will be determined by 1) taking the average percentage increase for all of the CalPERS HMO Health plans for January 1st, 2012 and 2) adding half of this percentage increase to the previous calendar year's monthly City contribution for each coverage level (rounded to the nearest whole dollar amount) to determine the new monthly City contribution dollar amount.

Under no circumstances will any unused Benefits Credits as outlined above be paid to the employee in cash. If the amount contributed by the City (Benefits Credits) exceeds the cost of the medical insurance purchased by the employee, the employee will have the option of using any "excess credits" to purchase dental insurance, vision insurance or any other insurances provided by the CPOA, or to contribute to a healthcare or dependent care flexible spending account (FSA).

25.3 Dental Insurance

Represented employees are eligible to enroll in a CPOA-sponsored dental plan.

25.4 Vision Insurance
Represented employees are eligible to enroll in a CPOA-sponsored vision insurance plan.

25. 5 Each retired employee who was a member of this bargaining unit is covered by the Public Employees' Medical and Hospital Care Act and is eligible to participate in the California Public Employees' Retirement System (CalPERS) Health Program. Represented employees who retire from the City, either service or disability, shall be eligible to continue their enrollment in the CalPERS Health Program when they retire, provided that the individual is enrolled or eligible to enroll in a CalPERS medical plan at the time of separation from employment and their effective date of retirement is within 120 days of separation. The City will contribute the minimum amount per month required under Government Code Section 22892 of the PEMHCA toward the cost of each retiree's enrollment in the CalPERS Health Program. Direct authorization may be established for automatic deduction of payments for health insurance administered by CalPERS.

ARTICLE 26. UNIFORM REIMBURSEMENT

Effective the first full pay period following City Council approval of this agreement, reimbursement to represented employees for the cost of purchasing and maintenance of required uniforms shall be $26.92 per pay period.

ARTICLE 27. EDUCATIONAL INCENTIVE

27.1 Educational Incentive Compensation.

Step 1: Applicable to all employees in the bargaining unit represented by the CPOA.

(a) Requirement: Present proof to the Professional Standards Division Sergeant, Carlsbad Police Department, of the following:

Evidence of the award of an Intermediate certificate issued by the State of California Commission on Peace Officer Standards and Training, or evidence of a Baccalaureate degree and at least two (2) years experience with a police agency, or evidence of an Associate degree and at least four (4) years experience with a police agency. The work experience shall be within the same job description as the employee's current work assignment, (i.e. peace officer, communicator, community service officer).

(b) Compensation: Satisfactory fulfillment of the above requirements shall be compensated at the rate of ninety dollars ($90) biweekly. Eligibility for receiving the compensation will be based upon the date the employee provides evidence of eligibility to the Professional Standards Division Sergeant. It is the sole responsibility of the employee to make notification of eligibility for the education incentive pay.

Step 2: Applicable to all employees in the bargaining unit represented by the CPOA.

(a) Requirement: Present proof to the Professional Standards Division Sergeant, Carlsbad Police Department, of the following:

Evidence of the award of an Advanced certificate issued by the State of California Commission on Peace Officer Standards and Training, or evidence of a Masters degree and at least four (4) years experience with a police agency, or evidence of a Baccalaureate degree and at least six (6) years experience with a police agency, or

evidence of an Associate degree and at least nine (9) years experience with a police agency. The work experience shall be within the same job description as the employee's current work assignment, (i.e. peace officer, communicator, community service officer).

(b) Compensation: Satisfactory fulfillment of the above requirements shall be compensated at the rate of one hundred fifty-six dollars ($156) biweekly. Eligibility for receiving the compensation will be based upon the date the employee provides evidence of eligibility to the Professional Standards Division Sergeant. It is the sole responsibility of the employee to make notification of eligibility for the education incentive pay.

27.2 Effective beginning the first payroll period in calendar year 2012, the following shall replace the provisions of Section 27.1, above:

Step 1:

(a) A sworn employee or employee in the communications series of classifications that presents evidence of the award of a Basic certificate issued by the State of California Commission on Peace Officer Standards and Training shall be compensated at the rate of sixty-two dollars ($62) biweekly. Eligibility for receiving the compensation will be based upon the date the employee provides evidence of eligibility to the Professional Standards Division Sergeant. It is the sole responsibility of the employee to make notification of eligibility for the education incentive pay.

(b) Other non-sworn employees, upon successful completion of the required probationary period, a minimum of one-year of service with the City of Carlsbad and possession of a high school diploma or GED, shall be compensated at the rate of sixty-two dollars ($62) biweekly. It is the sole responsibility of the employee to make notification of eligibility for the education incentive pay.

Step 2: Applicable to all employees in the bargaining unit represented by the CPOA.

(a) Requirement: Present proof to the Professional Standards Division Sergeant, Carlsbad Police Department, of the following:

Evidence of the award of an Intermediate certificate issued by the State of California Commission on Peace Officer Standards and Training, or evidence of a Baccalaureate degree and at least two (2) years experience with a police agency, or evidence of an Associate degree and at least four (4) years experience with a police agency. The work experience shall be within the same job description as the employee's current work assignment, (i.e. peace officer, communicator, community service officer).

(b) Compensation: Satisfactory fulfillment of the above requirements shall be compensated at the rate of one hundred fifty-two dollars ($152) biweekly. Eligibility for receiving the compensation will be based upon the date the employee provides evidence of eligibility to the Professional Standards Division Sergeant. It is the sole responsibility of the employee to make notification of eligibility for the education incentive pay.

Step 3: Applicable to all employees in the bargaining unit represented by the CPOA.

(a) Requirement: Present proof to the Professional Standards Division Sergeant, Carlsbad Police Department, of the following:

Evidence of the award of an Advanced certificate issued by the State of California Commission on Peace Officer Standards and Training, or evidence of a Masters degree and at least four (4) years experience with a police agency, or evidence of a Baccalaureate degree and at least six (6) years experience with a police agency, or evidence of an Associate degree and at least nine (9) years experience with a police agency. The work experience shall be within the same job description as the employee's current work assignment, (i.e. peace officer, communicator, community service officer).

(c) Compensation: Satisfactory fulfillment of the above requirements shall be compensated at the rate of two hundred eighteen dollars ($218) biweekly. Eligibility for receiving the compensation will be based upon the date the employee provides evidence of eligibility to the Professional Standards Division Sergeant. It is the sole responsibility of the employee to make notification of eligibility for the education incentive pay.

27.3 An employee that meets the criteria for compensation under more than one step, above, shall receive compensation for only the highest such step for which he or she qualifies.

ARTICLE 28. FIELD TRAINING OFFICER

Field training officers or civilian personnel who are assigned to train co-workers shall be compensated at the rate of $20 for each work shift the employee is engaged in the training function. The selection of field training officers or civilian personnel who are assigned to train co-workers shall be at the sole discretion of the Police Chief.

ARTICLE 29. VEHICLES FOR INVESTIGATIONS

Each represented employee who is working in the assignment of detective shall be assigned a designated vehicle and shall be entitled to use the vehicle on each duty shift; provided, however, such assignment of a designated vehicle is expressly conditioned on the availability of vehicles and does not extend to any detectives assigned in addition to the number assigned as of the date of this Memorandum.

ARTICLE 30. LONG TERM DISABILITY

During the term of this Memorandum, City agrees to continue to provide long term disability insurance. The insurance shall provide for a thirty (30) day waiting period prior to payment eligibility. In all other respects, the insurance shall continue unchanged.

ARTICLE 31. LEAVE OF ABSENCE

31.1 Occupational Injuries or Illnesses

31.1.1 A sworn employee who is temporarily unable to work due to an occupational illness or injury will receive full pay for up to one year as provided in Section 4850 of the Labor Code ("4850 benefits"). The employee may not receive 4850 benefits concurrently with sick leave or any other form of paid time off.

If the employee continues to be unable to work after the employee's 4850 benefits have been exhausted and the employee has not been retired, the employee will receive workers' compensation temporary disability payments (or, if appropriate, vocational rehabilitation maintenance allowance payments) as

provided in the Labor Code. To the extent these benefits are less than the employee's full regular pay, the employee shall supplement them by using accrued sick leave, vacation, and/or compensatory time to reach the amount equal to the employee's full regular pay until the employee's leave balances reach zero, at which time the employee would commence an unpaid leave of absence.

31.1.2 A non-sworn employee who is temporarily unable to work due to an occupational illness or injury will receive full pay for the first ninety (90) calendar days. If the employee continues to be temporarily unable to work after ninety (90) calendar days, the employee will receive workers' compensation temporary disability payments (or, if appropriate, vocational rehabilitation maintenance allowance payments) as provided in the Labor Code. To the extent that these benefits are less than the employee's full regular pay, the employee shall supplement them by using accrued sick leave, vacation, and/or compensatory time to reach the amount equal to the employee's full regular pay until the employee's leave balances reach zero, at which time the employee would commence an unpaid leave of absence.

31.2 Non-Occupational Injuries or Illnesses

31.2.1 An employee who is temporarily unable to work due to a non-occupational illness or injury will receive those disability benefit payments for which the employee is eligible and applies. To the extent that these benefits are less than the employee's full regular pay, the employee shall supplement them by using accrued sick leave, vacation, and/or compensatory time to reach the amount equal to the employee's full regular pay until the employee's leave balances reach zero, at which time the employee would commence an unpaid leave of absence.

31.2.2 Leaves of absence for pregnancy-related disabilities will be handled in the same manner as leaves of absence for non-occupational illnesses or injuries, subject to the pregnancy disability provisions of the California Fair Employment and Housing Act.

31.3 Once an employee has been on an unpaid leave of absence for two full pay periods, the employee will cease accruing sick leave and vacation. In addition, the employee's vacation anniversary date and salary anniversary date will be extended for each calendar day the leave of absence extends beyond the first two full pay periods. Accruals of sick leave and vacation will resume on the first day of the first full pay period after the employee has returned to work.

31.4 To the extent permitted by law, a leave of absence under this article will run concurrently with any leave of absence an employee is entitled to receive under the California Family Rights Act or the federal Family and Medical Leave Act.

ARTICLE 32. DISABILITY RETIREMENT

An employee's eligibility for disability retirement will be determined in accordance with the standards and procedures contained in California Government Code sections 20000 et seq.

ARTICLE 33. VACATION

33.1 All eligible miscellaneous and uniformed police employees shall be entitled to accrue vacation on a bi-weekly basis according to the number of continuous full years of employment based on the following vacation accrual schedule:

Beginning with the first (1st) working day through the completion of five (5) full calendar years of continuous service – 80 hours/year

Beginning the sixth (6th) year of continuous employment through the completion of ten (10) full calendar years of continuous service – 120 hours/year

Beginning the eleventh (11th) year of continuous employment through the completion of eleven (11) full calendar years of continuous service – 128 hours/year

Beginning the twelfth (12th) year of continuous employment through the completion of twelve (12) full calendar years of continuous service – 136 hours/year

Beginning the thirteenth (13th) year of continuous employment through the completion of thirteen (13) full calendar years of continuous service – 144 hours/year

Beginning the fourteenth (14th) year of continuous employment through the completion of fifteen (15) full calendar years of continuous service – 152 hours/year

Beginning the sixteenth (16th) year of continuous employment, vacation time shall be accrued, and remain at a rate of 160 hours for every full calendar year of continuous employment thereafter.

Employees will not be entitled to take vacation until they have been employed with the City for six (6) full months.

33.2 Vacation Accrual Maximum

No employee will be allowed to accrue vacation hours in excess of the three hundred and twenty (320) hour maximum.

The Police Chief will encourage the taking of accrued vacation leave. Although employees are responsible for actively managing their leave balances, the Police Chief will not unreasonably deny requests for vacation time off. If there are unusual circumstances that would require an employee to exceed the vacation accrual maximum, he/she must submit a request in writing to the Police Chief and the City Manager. The Police Chief and the City Manager may grant such a request if it is in the best interest of the City. Requests will be handled on a case-by-case basis and will be considered only in extreme circumstances.

33.3 Vacation Conversion

Once each January, employees will be allowed to voluntarily convert up to one hundred sixty (160) hours of accrued vacation to cash, provided they have used at least eighty (80) hours of vacation during the pay periods that fall within the prior calendar year.

33.4 Compensation for City Work During Vacation

Occasionally employees on vacation leave are needed for work assignments. Employees returning to work during vacation leave will be compensated as follows:

(a) Court - –Mandated court appearances during the time of an employee's paid vacation leave from City service will be compensated at time and one half the employee's regular rate of pay, with a minimum of four (4) hours.

(b) Duty Time – Employees returning to their regularly scheduled work time while on vacation leave shall be paid their applicable regular rate of pay and not be charged the corresponding vacation time.

(c) Non-Duty Time – Employees returning to work at a time other than their regularly scheduled work time while on vacation leave shall be paid at time and one half the employee's regular rate of pay.

(d) Recall – This clause shall not limit the City's right to recall an employee from vacation in the event of an emergency.

33.5 Scheduling Vacations

An employee may take his/her annual vacation leave at any time during the year, contingent upon determination by the Police Chief that such absence will not materially affect the department. Each employee must consider the needs of the service when requesting annual vacation leave. An employee shall normally provide forty-eight (48) hours notice in advance of the day(s) he/she is requesting vacation time off. When a family emergency arises which necessitates the use of vacation time, an employee shall provide as much advance notice as possible considering the particular circumstances.

33.6 Terminal Vacation Pay

An employee with regular status separating from the City service who has accrued vacation leave shall be entitled to terminal pay in lieu of such vacation. No leave credit will be earned on terminal leave payments. When separation is caused by death of an employee, payment shall be made to the estate of such employee or, in applicable cases, as provided in the Probate Code of the State.

ARTICLE 34. HOLIDAYS

34.1 The City agrees to observe twelve (12) scheduled paid holidays plus one (1) paid floating holiday per year. Any floating holiday is to be taken at the discretion of the employee with the prior approval of the employee's immediate supervisor. The holiday schedule shall not interfere with, influence, or otherwise change the scheduling of shift employees by the department.

34.2 The holiday schedule for the term of this agreement is as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday (Monday before President's Day)
Washington's Birthday (Use President's Day)
Memorial Day

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day
One (1) Floating Holiday

34.3 Employees who work a 5/8 schedule will be paid eight (8) hours of straight time for each holiday. Employees who work a 9/80 schedule will be paid nine (9) hours of straight time for each holiday. Employees who work a 4/10 schedule will be paid ten (10) hours of straight time for each holiday. Employees who work a 3/12 or 3/12.5 schedule will be paid twelve (12) hours of straight time for each holiday.

34.4 Employees will be compensated in cash or compensatory time off (CTO) for holidays in the pay period in which they occur. Employees scheduled to work on a holiday who desire the day off will utilize vacation or CTO.

For purposes of this section, a shift trade will be considered part of an employee's regularly scheduled work shift.

ARTICLE 35. SALARY/ANNIVERSARY DATE ON PROMOTION

35.1 Any Police Officer or Police Corporal promoted to the rank of Police Sergeant will be compensated at a minimum of five percent (5%) above the top step of Corporal.

35.2 Any Communications Operator I or II promoted to the position of Communications Supervisor will have their compensation adjusted a minimum of five percent (5%) above the top step of Communications Operator II.

35.3 A police employee serving in Salary Step E will be eligible upon promotion for subsequent salary step increases in a higher range on the annual anniversary of the date of promotion. When a police employee is promoted from Step A, B, C, or D, that employee will retain the anniversary date that was in effect in the salary range from which the employee was promoted.

ARTICLE 36. ALCOHOL AND DRUG POLICY

I. POLICY

It is the policy of the City of Carlsbad to provide, for its employees, a work environment free from the effects of drugs and alcohol consistent with the directives of the Drug Free Workplace Act. The City of Carlsbad agrees to use a clinical laboratory which is certified by the National Institute on Drug Abuse (NIDA), now known as the Substance Abuse & Mental Health Services Administration (SAMHSA). All procedures and protocols for collection, chain of custody and testing will be conducted consistent with standards required under SAMHSA certification. This policy will be interpreted consistent with the provisions of the Public Safety Officers Procedural Bill of Rights (Government Code Section 3300 et seq.). This policy is intended to accomplish that objective.

A. Definitions - As Used in This Policy:

1. "Drug" means any substance which produces a physical, mental, emotional or behavioral change in the user, including but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, methamphetamines, alcohol, marijuana, and other cannabinoids.

2. "Workplace" means any site where City-assigned work is performed, including City premises, City vehicles or other premises or vehicles, while City-assigned work is being conducted, or within a reasonable time thereafter.

3. "Reasonable suspicion" means a standard for evidence or other indication of impairment of normal physical or mental skills by alcohol or drugs where such impairment could negatively affect work performance or could pose a threat to public or employee safety.

B. Employee Responsibilities

1. As a condition of employment, employees shall:

   a. not engage in the unlawful manufacture, distribution, dispensation, possession or use of alcohol or drugs nor be under the influence of alcohol or drugs in the workplace or while on-call;

   b. submit to an alcohol and drug analysis and remain on the premises when requested to do so by City management, acting pursuant to this policy, or by law enforcement personnel;

   c. notify the City of any conviction under a criminal drug statute (including any pleas of nolo contendere), if such conviction was based on a violation which occurred in the workplace, no later than five days after such conviction;

      (notification under this subsection does not relieve an employee from the disciplinary consequences of the conduct upon which a criminal conviction is based); and

   d. abide by all terms of this policy.

2. Employees are required to notify their supervisors when taking any medication or drugs, prescription or non-prescription (over-the-counter medications), which interfere with safe or effective performance of their duties or operation of City equipment.

3. Off-duty involvement with any controlled substance including, but not limited to manufacture, distribution, dispensing, possession, use or any conviction under a criminal drug statute whose scope and employment are relevant to City employment may result in disciplinary action up to and including termination if there is relevant nexus between such off-duty involvement and the employee's employment with the City, consistent with the legal requirements for disciplinary due process.

C. Consequences of Violation of Policy

1. Failure to abide by the terms of this policy shall be grounds for disciplinary action, up to and including termination.

2. In addition to any disciplinary action, an employee who fails to abide by this policy may also be directed or allowed to satisfactorily participate in an approved alcohol or substance abuse assistance or rehabilitation program.

II. DRUG AND ALCOHOL ANALYSIS

A. Pre-employment Drug and Alcohol Analysis

1. Upon receiving a conditional offer of employment, an otherwise successful candidate must submit to a drug and alcohol analysis. At the City's discretion, this analysis may be in the form of "breathalizer," urine, or blood analysis.

2. Persons whose results are positive for either drugs or alcohol will be rejected for City employment.

B. Employee Drug and Alcohol Analysis

1. If a manager or supervisor of the City has reasonable suspicion that an employee is under the influence of drugs or alcohol while in the workplace or subject to duty, the employee shall be:

   a. Prevented from engaging in other work; and

   b. Required to submit to a drug and alcohol analysis. At the City's discretion, this analysis may be in the form of "breathalizer," urine, or blood analysis.

   c. An employee may also be required to remain on the premises for a reasonable time until arrangements can be made to transport the employee to his or her home.

2. Some examples of "reasonable suspicion" as defined in Section 1.A.3. include, but are not limited to, the following, when confirmed by more than one person having supervisory authority:

   a. slurred speech.

   b. alcohol odor on breath;

   c. unsteady walking or movement not related to prior injury or disability;

   d. an accident involving City property having no obvious causal explanation other than possible employee responsibility;

e. physical or verbal behaviors that are disruptive, non-responsive, unusual for that employee or otherwise inappropriate to the workplace situation;

f. attributable possession of alcohol or drugs;

g. information obtained from a reliable person with personal knowledge that would lead a reasonably prudent supervisor to believe that an employee is under the influence of alcohol or drugs.

3. Refusal to remain on the premises or to submit to a drug and alcohol analysis when requested to do so by City management or by law enforcement officers shall constitute insubordination and shall be grounds for discipline, up to and including termination.

4. A drug and alcohol analysis may test for the presence of any drug which could impair an employee's ability to effectively and safely perform the functions of his or her job.

5. A positive result from a drug and alcohol analysis may result in disciplinary action, up to and including termination.

6. City agrees to take steps to protect the chain of custody of any drug test sample.

7. Employee will be placed on paid administrative leave pending the completion of any testing process and any investigation deemed necessary by the City.

III. EMPLOYEE ASSISTANCE PROGRAM

A. The City has a well established voluntary Employee Assistance Program (EAP) to assist employees who seek help for substance abuse problems. The EAP is available for assessment, referral to treatment, and follow-up. Any employee of the City wishing confidential assistance for a possible alcohol or drug problem can call the EAP office and arrange for an appointment with a counselor.

B. Employees who are concerned about their alcohol or drug use are strongly encouraged to voluntarily seek assistance through the EAP. All self-referral contacts are held in confidence by the EAP.

C. Participation in the employee assistance program will not replace normal disciplinary procedures for unsatisfactory job performance or for violation of any City policy.

ARTICLE 37. EMPLOYER SEARCHES

For the purpose of enforcing City or Department policies, directives, and work rules, the City reserves the right to search, with or without prior notice to the employee, all work areas and property in which the City maintains full or joint control with the employee, including, without limitation, City vehicles, desks, lockers, file cabinets, and bookshelves. These areas and property remain part of the workplace context

even if the employee has placed personal items in them. Employees are cautioned against storing personal belongings in work areas and property under full or joint City control since such work areas may be subject to investigation or search under this article.

Employer searches may occur when there is a reasonable suspicion that the employee has violated a City or Department policy, directive, or work rule and that the area or property to be searched may contain evidence of that violation. Searches will be conducted by persons having supervisory and/or other legal authority to conduct them. Searches will not normally occur without the concurrence of more than one supervisor.

If the Public Safety Officers Procedural Bill of Rights Acts (Government Code sections 3300 et seq.) is applicable to a particular search, then the City will comply with the Act notwithstanding anything to the contrary in this article.

Nothing in this article will prevent the City from taking appropriate action if there is inadvertent discovery of evidence of a policy, directive, or work rule violation.

ARTICLE 38. FLEXIBLE JOB SHARING

Employees may, with the express written approval of the City Manager, the Human Resources Director, and the Police Chief, participate in a flexible job-sharing program. The specifics of such a program shall be determined by the employees and the City on a case by case basis. Prior to the implementation of any such program, a written agreement setting forth the specifics of the program shall be signed by the affected employees and the City. This article shall not be subject to the grievance procedure.

ARTICLE 39. DEFERRED COMPENSATION LOAN PROVISION

The City and the CPOA agree to work with the City's deferred compensation provider (currently ICMA Retirement Corporation) to implement a personal loan provision for represented employees as soon as administratively possible. It is acknowledged that the City will assist in the administrative set-up of this benefit but that the City has no liability if an employee should default on the repayment of such a loan.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum to be effective as stated herein.

CITY OF CARLSBAD

6/10/10

LISA HILDABRAND, City Manager Date

APPROVED AS TO FORM:

R. Ball. 6/10/10.

RONALD R. BALL, City Attorney Date

CARLSBAD POLICE OFFICERS' ASSOCIATION

05-24-10

ROD MORTENSEN, President Date

Attachment A

THE CITY OF CARLSBAD
CPOA BI-WEEKLY SALARY SCHEDULE
Effective December 28, 2009

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	RANGE
15	1,574.86	1,653.60	1,736.28	1,823.08	1,914.24	15
19	1,781.81	1,870.91	1,964.44	2,062.66	2,165.79	19
20	1,975.07	2,073.82	2,177.52	2,286.38	2,400.70	20
22	2,073.82	2,177.52	2,286.38	2,400.70	2,520.74	22
24	2,343.54	2,460.72	2,583.75	2,712.92	2,848.58	24
36	2,503.69	2,628.87	2,760.32	2,898.34	3,043.23	36
37	2,568.82	2,697.25	2,832.11	2,973.72	3,122.38	37
38	2,628.87	2,760.32	2,898.34	3,043.23	3,195.43	38
42	3,195.43	3,355.19	3,522.95	3,699.09	3,884.04	42
90	2,124.85	2,231.10	2,342.65	2,459.79	2,582.78	90

RANGE 15	COMMUNITY SERVICE OFFICER I
RANGE 19	COMMUNITY SERVICE OFFICER II
RANGE 20	COMMUNICATIONS OPERATOR I
RANGE 22	COMMUNICATIONS OPERATOR II
RANGE 24	COMMUNICATIONS SUPERVISOR
RANGE 36	POLICE OFFICER
RANGE 37	FINGERPRINT & EVIDENCE SPECIALIST
RANGE 37	RECORDS SUPERVISOR
RANGE 38	POLICE CORPORAL
RANGE 42	POLICE SERGEANT
RANGE 90	POLICE RECRUIT