

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SAN PABLO

AND

THE SAN PABLO POLICE EMPLOYEES' ASSOCIATION

JULY 1, 2011 THROUGH JUNE 30, 2014

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
SECTION 1. RECOGNITION	4
SECTION 2. ASSOCIATION AND EMPLOYEE RIGHTS	4
2.1 No Discrimination	4
2.2 The Association and Employee Rights Include:.....	4
SECTION 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES	6
3.1 Americans with Disabilities Act.....	6
SECTION 4. SALARIES	7
4.1 Paydays.....	7
4.2 Salaries	7
4.3 Special Assignment Pay.....	7
4.4 Regular Assignment Pay for Other Specialized Positions	8
4.5 Temporary Upgrade Pay (Out-of-Class Pay).....	8
4.6 Call to Duty and/or Court Time.....	8
4.7 Additional Compensation Pay	9
4.7.1 Incentive Pay	9
4.7.2 Education Pay	12
4.7.3 Special Assignment Pay.....	13
SECTION 5. EDUCATION INCENTIVE PROGRAM	14
5.1 Education Incentive Program for Sworn & Non-Sworn Employees	14
SECTION 6. HOURS OF WORK OVERTIME AND COMPENSATORY TIME	14
6.1 Definition – Workday, Week & Overtime	14
6.2 Hours of Work for Non-Sworn Employees	15
6.3 Meal Breaks for Sworn Officers	15
6.4 Administrative Leave.....	16
6.5 Compensatory Time	16
SECTION 7. SHIFT ASSISGNMENT	17
SECTION 8. DAYS OF WORK AND DAYS OFF ASSIGNMENT	17
SECTION 9. HEALTH AND WELFARE	18
9.1 Medical, Dental Insurance, & Vision Care Contributions.....	18
9.2 Life Insurance & Dependent Life Insurance.....	20
9.3 Long Term Disability Insurance	20
9.4 Employee Assistance Program	20
9.5 Cafeteria Plan	20
SECTION 10. RETIREMENT	20
SECTION 11. SICK LEAVE	23
11.1 Accrual.....	23
11.2 Usage	23
11.3 Sick Leave Incentive.....	25
11.4 Sick Leave Sharing Plan for Catastrophic Illness or Injury.....	25
SECTION 12. VACATIONS	25
12.1 Definition	25
12.2 Use of Vacations	26
SECTION 13. HOLIDAYS	28
13.1 Holidays Observed	28
13.2 Rate of Pay.....	28

<u>SECTION 14. BEREAVEMENT LEAVE</u>	29
<u>SECTION 15. FAMILY CARE LEAVE/PREGNANCY LEAVE</u>	29
<u>SECTION 16. CLOTHING ALLOWANCE</u>	29
<u>SECTION 17. UNIFORMS</u>	30
<u>SECTION 18. CONSULTATION MEETINGS</u>	30
<u>SECTION 19. DEMOTION IN LIEU OF LAYOFF</u>	30
<u>SECTION 20. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS</u>	31
<u>SECTION 21. PROMOTION REQUIREMENTS</u>	31
21.1 Sergeant.....	31
21.2 Lieutenant.....	31
21.3 Captain.....	32
21.4 Promotion.....	32
<u>SECTION 22. PROBATIONARY PERIOD</u>	32
<u>SECTION 23. LIGHT DUTY</u>	32
<u>SECTION 24. CONTINUATION OF PREVIOUS CONDITIONS</u>	32
<u>SECTION 25. NEW CLASSIFICATIONS</u>	33
<u>SECTION 26. CONTENT, TERMS AND RECOMMENDATIONS</u>	33
<u>SECTION 27. TERM OF AGREEMENT</u>	33
<u>SECTION 28. SIGNATURES</u>	34

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

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

This Memorandum of Understanding shall be presented to the San Pablo City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2011 and ending June 30, 2014.

SECTION 1. RECOGNITION

The San Pablo Police Employees' Association is the recognized employee association for the following full time classifications:

Sworn

Police Captain
Police Lieutenant
Police Sergeant
Police Officer

Non-Sworn

Police Officer Trainee
Police Administrative Analyst
Police Services Assistant
Police Services Technician
Police Administrative Secretary
Police Senior Administrative Secretary
Police Senior Administrative Clerk
Police Administrative Clerk

SECTION 2. ASSOCIATION AND EMPLOYEE RIGHTS

2.1 No Discrimination

Employees represented by the Association shall be free to participate or not to participate in Association activities without interference, intimidation or discrimination, in accordance with State Law and City Policies, Rules and Regulations.

2.2 The Association and Employee Rights Include:

- (a)** The right to represent its members before the City Council or Advisory Boards or Commissions, with regard to wages, hours and working conditions or other matters within the scope of representation.
- (b)** The right to be given reasonable written notice of any Ordinance, Rule, Resolution or Regulation directly relating to matters within the scope of

representation.

- (c) The City agrees that three designated Employee representatives of the Association are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with Management representatives on matters of employer-employee relations or when engaged in activities the parties mutually agree are in the shared interest of more harmonious relations on matters within the scope of representation. Reasonable is defined as not to exceed six (6) hours per representative per month, unless additional time is mutually agreed upon. The above is exclusive of negotiation time.
- (d) The right to have payroll deductions made for payment of organization dues and for approved programs.
- (e) The right to the use of designated space on bulletin boards by the Association in each building or facility where employees represented by the Association are assigned.
- (f) The use of City facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- (g) Reasonable access to employee work locations for officers of the Association and the officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- (h) A guarantee that there shall be no discrimination by the City or SPPEA because of race, creed, color, national origin, sex or legitimate Association activities, against any employee or applicant for employment by the City or anyone employed by the City and, to the extent prohibited by applicable State and Federal Law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap.
- (i) Nothing contained in this Agreement is a Waiver by the Association of its right to meet and confer on any proposed changes by the City of any matter(s) relating to employee conditions and employer-employee relations not included in this Agreement, including but not limited to: wages, hours and other terms and conditions of employment, during the term of this Agreement.

SECTION 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Except as otherwise specifically provided in this Agreement, or amendments or revisions thereto, and subject to the right of an affected employee, personally or through his/her authorized representative, to dispute the actual application and impact of the City's actions, and of a recognized employee organization to claim that the exercise thereof violates the express provisions of an existing Memorandum of Understanding between the City and said organization, the City has and retains the rights and functions of management, including but not limited to: the right to determine the methods, means and personnel by which its operations are to be conducted; to determine the mission of each of its constituent departments, boards and commissions; to set standards of service to be offered to the public considering employee safety and workload; to classify positions; to add or delete positions or classes; to establish standards for employment, promotion and transfer of employees; to establish and enforce dress and grooming standards; to direct its employees; to take disciplinary action for cause; to schedule employees; and to relieve its employees from duty because of lack of work or other legitimate reasons.

3.1 Americans with Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual and on a reasonable, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment, and the San Pablo Police Employees' Association expressly waives any right to meet and confer in such situations.

The San Pablo Police Employees' Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The San Pablo Police Employees' Association will be notified of these proposed accommodations prior to implementation by the City.

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

Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the San Pablo Police Employees' Association with written notice of its intent to disregard the provision, and will allow the San Pablo Police Employees' Association the opportunity to discuss options to disregarding the Agreement.

SECTION 4. SALARIES

4.1 Paydays

The City shall pay all employees on the fifteenth (15th) and last day of each month. Should the regular payday occur on a Saturday or Sunday, payment shall be made on the preceding Friday. Should a holiday occur on the regularly scheduled payday, checks shall be issued on the day preceding the holiday.

4.2 Salaries

All classifications listed in Section 1, herein, shall receive salary increases as follows:

Sworn Employees

3% - July 1, 2011
3% - July 1, 2012
3% - July 1, 2013

Non-sworn Employees

2% - July 1, 2011
2% - July 1, 2012
2% - July 1, 2013

The City agrees to report to PERS the value of employer paid member contributions (EPMC) as additional compensation.

4.3 Special Assignment Pay

Any employee assigned by the Chief of Police to the below listed positions may be assigned to another assignment without the right of appeal - unless such assignment is for disciplinary reason or for unsatisfactory work performance. There shall be a five percent (5%) cap on Special Assignment Pays of any one employee except for shift differential, detective pay, and training premium pay for Field Training Officer, Training Sergeant, and Defensive Tactic Instructor. The following Special Assignment Pay designations are defined within Section 571 (a) (4) of the California Public Employees' Retirement Law and must be approved by the City Manager. An employee receives a Special Assignment Pay as follows:

4.3(A) During the period of such assignment:

- a) D.U.I./Traffic Officer/Commercial Enforcement Officer/Sergeant
- b) Canine Officer/Sergeant
- c) Police Administrative Officer/Sergeant
- d) Juvenile Officer Premium/Sergeant
- e) Training Manager Premium/Sergeant
- f) Gang Detail Officer/Sergeant
- g) Police Liaison Officer/Sergeant

4.3(B) Only when performing such assignment or while acting in that capacity:

- a) Training premium pay for non-sworn employees
- b) Range Master premium pay

4.3(C) The following are excluded from the 5% cap:

- a) Shift Differential
All full-time Police Department employees shall receive a differential of four percent (4%) of base salary while assigned to swing shift; a differential of six percent (6%) of base salary while assigned to Graveyard Shift; and a differential of five percent (5%) of base salary while assigned to Relief Shift.
- b) Detective Division Premium
Officers and/or Sergeants assigned as Detectives, shall receive an additional seven percent (7%) of salary, at the employee's basic hourly rate.
- c) Training premium pay for Field Training Officer, Sergeant, and Defensive Tactic Instructor

4.4 Regular Assignment Pay for Other Specialized Positions

Upon recommendation by the Chief of Police and with concurrence from the City Manager, employees receive 5% of their base pay during any other assignments requiring specialized training or expertise beyond that of regularly assigned duties (Hostage Negotiator, etc). An employee will only receive the pay when performing said assignment. Pay received under this section is included in the 5% cap of Section 4.3. The assignment pay under this Section does not meet the definition of special compensation under Section 571 (a) (4) of the California Public Employees' Retirement Law.

4.5 Temporary Upgrade Pay (Out-of-Class Pay)

Prior approval must be obtained from the Chief of Police in the event an employee is assigned the duties of a higher classification. The employee shall be paid a flat rate of 5% above their current salary step which shall become effective on the first day of assigned duties in the higher classification, if worked one (1) full day. The Temporary Upgrade Pay meets the definition of special compensation under Section 571 (a) (3) of the California Employees' Retirement Law.

Any employee on a temporary assignment longer than 30 days, shall be assigned to the lowest step in that higher pay range which is at least 5% higher than normal assigned pay.

4.6 Call to Duty and/or Court Time

Employees represented by the Association who are called back to duty or subpoenaed to court about events arising out of their employment on an off duty day or while on vacation, shall be compensated at the rate of time and one half (1-1/2) the employee's regular rate of pay, with the minimum compensation of four (4) hours at the rate of time and one half (1-1/2) the employee's regular rate of pay.

Employees who are called back on duty or subpoenaed to court regarding events arising from their employment off shift, on a duty day, shall be compensated at the rate of time and one half (1 1/2) the employee's regular rate of pay, with a minimum compensation of four (4) hours, except that there shall be no minimum compensation guarantee in the event that such testimony or other duty is

contiguous (for the purpose of this agreement, contiguous is the two-hour period preceding or following a scheduled shift or other assignment) to the employee's regular duty shift. Shift assignments shall not be exercised in such a manner as to avoid payment provided in this Section.

In the event an employee is called off on the day of a court appearance, prior to responding to court, they shall be compensated two (2) hours at the time and one half (1-1/2) the employees regular rate of pay. The employee will still receive four (4) hours compensation at time and one half (1-1/2) their regular rate of pay if called off upon arrival at court.

It will be the responsibility of the Police Department to notify the employee of any court cancellations, the night before the scheduled hearing.

4.7 Additional Compensation Pay

The following Additional Compensation Pays are defined within Section 571 (a) (1) Incentive Pay; (2) Education Pay; and (4) Special Assignment Pay of the California Public Employees' Retirement Law and must be confirmed by the Chief of Police, with final approval by the City Manager. Personnel qualifying for the additional compensation under this Section, shall be limited to fourteen percent (14%) total cap. The additional longevity pay received by a sworn employee pursuant to Section 22.1 (A) - (b) and (c) shall be excluded from the total cap.

4.7.1 Incentive Pay

4.7.1 (A) Longevity

- (a) All full-time employees who attain fifteen (15) years service with the City of San Pablo Police Department shall receive an additional three percent (3%) of base salary, as a longevity incentive.
- (b) All full-time employees hired prior to January 1, 2005 and who attain combined twenty (20) years service with the City of San Pablo and prior public agency as a sworn officer (of which 15 years must be with the City of San Pablo), shall receive an additional two percent (2%) of base salary, as a longevity incentive.
- (c) All full-time employees hired prior to January 1, 2005 shall receive an additional two percent (2%) of base salary, as a longevity incentive once they attain combined twenty five (25) years of service with the City and prior public agency as a sworn officer (of which 15 years must be with the City of San Pablo).

The percentage increases shall not be cumulative; each is applied to base salary only.

For illustration purposes longevity pay is applied as follows:

3% 15 years of service with the City of San Pablo

- 5% 20 years of combined service with the City and prior public agency (of which 15 years must be with the City of San Pablo)
- 7% 25 years of combined service with the City and prior public agency (of which 15 years must be with the City of San Pablo)

4.7.1 (B) Master Police Officer and Sergeant Program

The Master Police Officer and Police Sergeant Program is designed to recognize career proficiency attained through established longevity and demonstrated qualifications. Those Officers and Sergeants who obtain this non-rank award are exemplary of departmental expectations of excellence and shall receive an off-schedule five percent (5%) salary adjustment at his/her basic hourly rate. At the end of two (2) years the award will be discontinued unless the Officer or Sergeant is re-certified.

(a) The following qualifications must be met:

- (1) An Officer must possess an Advanced P.O.S.T. Certificate and three (3) years with San Pablo.
 - (2) A Sergeant must possess an Advanced P.O.S.T. Certificate and a Supervisory Certificate.
- (b)** The Officer or Sergeant must not be guilty of complaints alleging substantiated excessive force, unnecessary force or racially abusive conduct, in the past two (2) years. Further, no more than one (1) substantiated complaint of any other kind within the past two (2) years.
- (c)** The Officer or Sergeant must successfully participate in at least one (1) of the following assignments while holding his/her current rank and during a time period contemporaneous with the Master Officer or Sergeant application:
- (1) Evidence Collection
 - (2) Canine Handler
 - (3) Driving Under Influence Officer
 - (4) Traffic Officer
 - (5) Detective (each different or separate section assignment will count as a separate specialty. The minimum time (one (1) year) shall refer to each separate assignment.
 - (6) Personnel or Training Section Officer
 - (7) Field Response Team or Negotiator
 - (8) Field Training Officer
 - (9) Range Master
 - (10) As a substitute for one of the above specialist assignments, the Officer or Sergeant must perform a minimum of fifty (50) hours of service time, with prior approval, towards such programs as:

- i. P.A.L.
- ii. Officer in the Classroom
- iii. Explorer P.O.S.T.
- iv. Crime Prevention

(d) The Officer or Sergeant's most recent evaluation must clearly document a performance level of above standard or outstanding.

(e) The Officer or Sergeant must qualify at the most recent Department Firearms Qualification test.

- (1) The Officer or Sergeant's weight must be proportioned per Department Manual.
- (2) One (1) mile must be run in less than ten (10) minutes.
- (3) Thirty (30) sit-ups must be performed in less than two (2) minutes.
- (4) Four (4) pull-ups must be performed without a rest.
- (5) Twenty (20) pushups must be performed without a rest.

*** O R ***

The Officer or Sergeant must pass a complete physical examination, including stress test.

(f) **Application Process**

Eligible Officers and/or Sergeants who are interested in being considered for the advanced positions of the Master Police Officer and Sergeant Program must submit a completed application to the Chief of Police.

(g) **Master Police Officer and Sergeant Review Board**

(1) **Duties of the Review Board**

- i. The Master Police Officer and Sergeant Review Board is responsible for assessing the applicant's suitability for the advanced positions of the Master Police Officer and Sergeant Program.
- ii. The Master Police Officer Review Board is an advisory body in the Master Police Officer and Sergeant selection process. The Chief of Police will make the decision regarding advancement of applicants into the Master Police Officer and Sergeant Program.

(2) **Composition of the Master Police Officer and Sergeant Review Board**

- i. The Master Police Officer and Sergeant Review Board will consist of representatives of each rank in the Department (Police Officer, Sergeant, Lieutenant, and Captain).
- ii. The Chief of Police will appoint the members to the Master Police Officer and Sergeant Review Board.
 - a. The representatives appointed from the Police Officer rank will usually be among those Officers who have previously advanced to Master Police Officer positions.
 - b. The Master Police Officer and Sergeant Review Board will be chaired by the Captain. Each member of the Master Police Officer and Sergeant Review Board will have voting privileges.
 - c. **Decision of the Board** - The Board shall communicate its decision, in writing, to the applicant. Any applicant who is denied an award may request a meeting with the Review Board.

4.7.2 Education Pay

Sworn employees holding Advanced Degrees shall receive the indicated Degree Incentive. Appropriateness of the Degree held will be determined by the City at the time of hire or award of Degree. Sworn employees who, as of June 30, 1989, qualify for Degree Pay or are currently receiving "equivalency" pay shall receive Degree Pay following approval of academic status. Sworn personnel hired after July 1, 1989 will not qualify for Education Pay via "equivalency" status.

For Sworn Officers (Captain, Lieutenant, Sergeant, and Police Officers)

- (a) 5% of base salary – AA degree
7% of base salary – Bachelor's degree
9% of base salary – Master's degree

The percentage increases shall not be cumulative; each is applied to base salary.

- (b) POST Certificate Competency Pay

Upon signing of the contract, sworn employees who receive the appropriate POST certificate following completion of requirements, shall receive the applicable incentives at a percentage of the eligible employee's base salary:

Intermediate	1%
Advanced	2%
Supervisor	3%
Management	4%

4.7.3 Special Assignment Pay

4.7.3 (A) Multi-lingual Incentive

All full-time Police Department employees who are multi-lingual and who regularly use their skills, and are recognized as such by their respective supervisors, shall receive additional pay upon application and approval of the Chief of Police as outlined below:

Field Level – The ability to conduct a traffic or pedestrian stop and complete the contact appropriately. This would include the ability to complete a citation, FI, summon medical aid, and/or to resolve minor calls for service (\$100.00 per month). Non-sworn employees would require equivalent skills.

Investigative and Reporting Level – The ability to complete an FST's, a basic police investigation and appropriately document the incident in a report, including obtaining a first person statement and/or booking arrestees (\$200.00 per month). Non-sworn employees would require equivalent skills to be certified at this level.

Fluent / Expert – The ability to conduct any investigation, including homicides and sexual assault cases, interrogate a suspect, and/or testify in court (\$300.00 per month). Non-sworn employees shall be able to speak, read, write, edit, proof read frequently, investigate and/or testify in court using a secondary language. Frequency is defined as daily or as authorized by the Chief or designee.

Employee receives pay for only one appropriate competency level.

Employees wishing to be certified at one of these competency levels would be required to demonstrate their abilities for a selection board consisting of 1) a police supervisor; and/or 2) a city employee that is fluent in the language. The Chief of Police shall have the final determination, including consideration as to the frequency of use and the applicability to the community that we serve, as to who is certified and at what level.

Frequency shall be defined as using a language other than English in the performance of the employees assigned duties on average more than twice a month. Proof of frequency can be certified by the employee's immediate supervisor. If a disagreement arises than the employee may document contacts to provide proof to the supervisor.

This benefit must be recertified periodically to continue eligibility or when an employee advances to the next level.

SECTION 5. EDUCATION INCENTIVE PROGRAM

5.1. Education Incentive Program for Sworn and Non-Sworn Employees

The City encourages both sworn and non-sworn employees to further their education in order to improve their performance. Educational courses must be job-related and shall be in the sole discretion of the Chief of Police with concurrence from the City Manager, based on the Department's need for knowledge in a specific occupational category. The newly hired employee must have successfully completed their probation, to be eligible in this program.

The course or degree shall be conducted by a school accredited by the nationally recognized accrediting agencies published by the Secretary of Education (U.S. Department of Education www.ed.gov).

Subject to the above, the City will, while an employee attends school, reimburse the employee's costs for tuition, special fees, books, and supplies to a maximum limit of five thousand two hundred fifty (\$5,250) per calendar year, the maximum tax free education reimbursement amount allowed by IRS Section 127.

Such reimbursement shall not be made until, and shall be conditioned on the employee's satisfactory completion of the course work. The employee must receive a final letter grade of "B" or better, and provide such documentation to the City, within sixty (60) days of the semester/quarter end, in order to receive reimbursement.

SECTION 6. HOURS OF WORK OVERTIME AND COMPENSATORY TIME

6.1 Definition - Workday, Week and Overtime

The City shall pay an amount equal to one and one-half (1-1/2) times the prevailing hourly rate of pay for all employees required to work in excess of a scheduled eight, ten, or twelve and a-half-hour work shift.

Additionally, for each consecutive four (4) hours of overtime an employee works, the City shall pay for one (1) meal, cost of seven dollars and fifty cents (\$7.50) without the approval of the Supervisor. A normal workweek for employees covered by this Agreement shall consist of five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days off, except as provided in Section 8 of this Agreement. Those employees who have selected a four-ten work schedule will work four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off. Those employees who have selected a twelve and a-half hour work shift will work three (3) consecutive twelve and a-half (12.5) hour shifts followed by four (4) consecutive days off with one 10-hour pay back day to be scheduled monthly, as needed. For the purposes of computing time worked in this Section, all paid leave taken during a work week shall be computed as time worked; provided that, for computing overtime for training, Section 4.6 shall be used. For those sworn employees who have selected a four-ten work schedule, as agreed upon by City and the Association, who use either Sick or other Leave, such leave time worked will be computed on an

hourly basis to ensure equitable treatment.

6.2 Hours of Work for Non-Sworn Employees

Non-Sworn Employees shall work five consecutive days of eight and one-half (8 1/2) hours, generally commencing at 8:30 a.m. and ending at 5:00 p.m. followed by two consecutive days off, except as provided under Section 8 of this agreement. Those employees who have selected a four-ten work schedule will work four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off. Those employees who have selected the 9/80 schedule will work four (4) consecutive nine and a half (9 1/2) hour shifts to take every other Friday or Monday off. For the purposes of computing time worked in this Section, all paid leave taken during a work week shall be computed as time worked; provided that, for computing overtime for training, Section 4.6 shall be used. For employees who have selected a four-ten work schedule, as agreed upon by City and the Association, who use either Sick or other Leave, such leave time worked will be computed on an hourly basis to ensure equitable treatment. Non-Sworn Employees shall be paid for eight (8) hours. One-half hour of their scheduled shift will be used for an unpaid meal period at or near the midpoint of the shift, unless directed by the supervisor that the needs of the Department require that the employee work through the scheduled lunch break. Non-Sworn Employees may take two (2) short break periods, not to exceed fifteen minutes each, one during the first half of the shift, and one during the second half of the shift. Such break period shall be considered work time and will be compensated as such; provided, however, that when needs of the Department so require, such employees may be required to forego such breaks when ordered to do so by their supervisor. Such employees may forego their break period(s) on any particular day and use such time to extend their meal period by fifteen minutes or one-half hour, provided that prior approval of the supervisor is obtained; and further provided, that regardless of whether a practice comes into existence of extending the lunch period, there shall be no continued right to so extend the lunch period, and the Department may at any time require that the employees take only the one-half hour period, or forego that period if deemed necessary in the sole discretion of the Department.

6.3 Meal Breaks for Sworn Officers

Police Officers may take a daily meal break not to exceed one-half hour when the demands for police service permit. Calls for services shall take precedence over meal breaks. Because of safety, officers are compensated for their entire shift, no additional compensation is provided for missed meal breaks. Commanders and supervisors are expected to take all reasonable measures to allow officers an opportunity for a meal break.

Meal breaks are not to be taken within the first or last hour of a scheduled shift without the expressed knowledge and approval of a supervisor. No more than two uniformed officers are permitted to eat at the same public establishment at the same time. Recruits in training or Reserve Officers may be considered an exception as the on-duty watch commander may determine.

6.4 Administrative Leave

In lieu of overtime, Administrative Leave shall be credited on July 1 of each year as follows:

Police Captain	-	96 hours
Police Lieutenant	-	72 hours
Police Administrative Analyst	-	48 hours

Administrative Leave shall not be carried from year to year.

Employees shall receive credit hours for Administrative Leave based on hire or promotion date as follows:

<u>Hire Date</u>	<u>Captain</u>	<u>Lieutenant</u>	<u>Pol Admin Analyst</u>
Jul 1 through Sep 30	96	72	48
Oct 1 through Dec 31	64	48	32
Jan 1 through Mar 31	32	24	16
Apr 1 through Jun 30	0	0	0

6.5 Compensatory Time

Employees who are eligible to receive overtime may elect to receive compensatory time off in lieu of cash overtime payments.

- (a) Compensatory time off must be provided at time and one-half for each hour worked.
- (b) Compensatory time off is voluntary. An employee may elect to not take compensatory time off. The employee shall be allowed to use compensatory time off upon reasonable request and if it does not unduly disrupt the operations of the Police Department. It must be recognized that approval of time off requests will be subject to departmental staffing requirements and operational priorities.
- (c) Authorization of compensatory time off requests shall not be unduly withheld and the employee shall be promptly notified of any management decision.
- (d) Sworn employees may accumulate up to 480 hours of compensatory time off and non-sworn employees may accumulate up to 240 hours. The 480/240 hour limitation is a maximum, all other hours must be paid in cash at the rate earned by the employee at the time the employee receives payment. Approved requests for compensatory time account payments shall be submitted with the regular payroll time sheet.
- (e) Upon termination, all accumulated compensatory time off must be paid to an employee at his/her current rate or his/her rate for the past three years whichever is higher. The last three years of employment is defined as the three-year period immediately prior to termination, so that if an employee has

a break in service, the period of employment after the break will be treated as a new employment.

SECTION 7. SHIFT ASSIGNMENT

(The term "seniority" used herein shall mean "time in grade").

Shift Sign-ups Will Be For Within Three- or Four-Month Periods (as agreed between SPPEA and Police Management)

- (a) The Captain shall determine the distribution of personnel (the number of each shift).
- (b) Maximum of twelve (12) months continuous assignment on any one shift.
 - (1) Captain will be responsible for compliance.
- (c) Minimum of three (3) or four (4) months continuous assignment on any one shift, except as provided under Section 6.
- (d) Shift sign-up shall be by seniority (time in grade).
- (e) The Captain shall have the authority for shift assignment and will have flexibility in assignments for:
 - (1) Emergency situations.
 - (2) Needs of the Department.
 - (3) Reasonable equal distribution of experience and ability on all shifts.
 - (4) Demonstrated need of the individual.
 - (5) Mandatory overtime.
- (f) Volunteer shift "swaps" will be allowed for good cause with approval of the Captain. No "temporary" shift swaps will be allowed.

SECTION 8. DAYS OF WORK AND DAYS OFF ASSIGNMENT

- (a) Under the current system, all days off shall be pre-set.
- (b) The Captain will have the authority to assign squads differently than selected by the employee for limited periods of up to thirty (30) days to satisfy scheduling needs of the Department.
- (c) Trading shifts will be allowed within reason, with prior Lieutenant approval. All days off involved in the trade must fall within the same four (4) month period.

- (d) Sergeants or Acting Sergeants may also trade shifts, provided that one Sergeant must be on duty each shift. All days off involved in the trade must fall within the same four (4) month period.
- (e) Police Service Assistants, Police Services Technicians, and Records Clerks may trade days off, within classification, across shifts, with approval of the Lieutenant. When trading days, an employee may not work a back-to-back shift which would cause hardship to the employee. All days off involved in the trade must fall within the same four (4) month period.
- (f) No employee may work more than ten (10) consecutive days without a day off unless agreed to by the employee and the Division Commander.
- (g) The sign-up list will be posted no less than forty-five (45) days before the beginning of each quarter. The sign-up list will carry the date the list is posted. Each employee will have a specific designated calendar day, determined by his/her seniority, in which to sign up for shift and days off but may sign up prior to that calendar day if his/her name has reached the top of the list.

SECTION 9. HEALTH AND WELFARE

9.1 Medical, Dental Insurance, and Vision Care Contributions

The City participates in the Public Employees’ Medical and Hospital Care Act (PEMHCA) to provide medical insurance coverage for active employees. The maximum City contribution per month for medical insurance shall be as listed below and may be adjusted in accordance with Resolution 89-06:

Employee only	-	\$ 108.00
Employee + one	-	\$ 220.00
Full family	-	\$ 285.00

The City agrees to maintain a Flexible Benefit Plan in accordance with Section 125 of the Internal Revenue Code. The Flexible Benefit Plan allows active employees to pay for actual medical plan premiums, actual dental plan premiums, vision care contributions. An employee’s Flexible Spending Account shall include the amounts stated in Resolution 89-06 and the monthly premiums of the plan chosen by the employee with the corresponding employees cost.

a) Medical Plan

The City will pay the 2011 monthly Kaiser Rate toward each employee’s medical plan in each year of the MOU:

One Party	Two Party	Family
\$568.99	\$1,137.98	\$1,479.37

Kaiser Medical Contribution

Should Kaiser rates increase beyond the amounts set forth above, each City employee choosing the Kaiser medical plan will pay the additional premium amounts each month up to the following maximum amounts: During the calendar year starting January 1, 2012, the maximum employee contribution shall be \$50 per month; during calendar year 2013, the maximum employee contribution shall be \$100 per month; during calendar year 2014, the maximum employee contribution shall be \$150 per month.

Non-Kaiser Plan Contribution

For non-Kaiser plans, beginning January 2012 and continuing through the remainder of the MOU, the City and Employee will share the cost of the medical premium. The City will pay 80% of the premium and the employee will pay 20%.

b) In Lieu or Dual Medical Coverage

In the event employee elects to waive participation in a medical plan due to coverage from another source (e.g. spouse, parent, etc.), the employee shall receive the appropriate in-lieu amount:

\$500.00 – Family coverage or two-party coverage

\$350.00 – Single party coverage

The employee may receive the in-lieu amount in cash (taxable) or they may elect to contribute the in-lieu amount (not taxable) towards the 457 ICMA Deferred Compensation Plan as a supplemental retirement benefit.

To elect this option, the employee shall demonstrate that he or she is adequately covered by another source. If an employee loses secondary coverage due to unforeseen circumstances, he or she shall be covered by the City health plan as soon as possible, subject to P.E.R.S. regulations.

c) Dental Plan

The City will continue the existing level of dental insurance through Delta Dental Plan with a fully-paid dental coverage for the employee and eligible dependent family members. The benefit includes a 50/50 orthodontia plan for children only with \$3,000 maximum.

d) Vision Care Contributions

The contribution shall be made on or about January 15th of each year and shall be made payable to SPPEA on behalf of the employees.

The SPPEA shall acquire and administer a Vision Care Plan for Association Members and the city contribution shall be applied to that plan.

\$225.00 for 7/1/11 through 12/31/11

\$450.00 for 1/1/12 through 12/31/12

\$450.00 for 1/1/13 through 12/31/13

\$225.00 for 1/1/14 through 6/30/14

New employees shall receive a prorated vision care contribution based on hire date as follows:

Hire Date	7/1-9/30	10/1-12/31	1/1-3/31	4/1-6/30
FY 11/12	225.00	112.50	450	337.50
FY 12/13	225.00	112.50	450	337.50
FY 13/14	225.00	112.50	225	112.50

In accordance with IRS Section 125 regulations, any unused amounts under the Flexible Benefit plan shall not be reimbursed to the employee, should employee fail to submit proof of eligible reimbursable expenses during a calendar year while the Memorandum of Understanding is in effect. Any unused amounts in a employee's Flexible Benefit Account cannot be rolled over to the next calendar year.

9.2 Life Insurance and Dependent Life Insurance

The City shall pay the premium on a sixty thousand dollar (\$60,000) Life Insurance Policy for all employees. An additional life insurance policy for the employee and a dependent life insurance policy for employee's eligible dependent(s) shall be made available as mandated by the existing Life Insurance Program, at the total expense of the employee.

9.3 Long Term Disability Insurance

The City shall continue to provide long term disability benefit for non-sworn personnel. Sworn employees shall be enrolled in a non-voluntary LTD plan for sworn personnel at the employee's expense as a payroll deduction. The City shall increase all sworn personnel's salary by \$19.50 per month during the term of the contract to cover the LTD monthly premium.

9.4 Employee Assistance Program

The City agrees to provide an Employee Assistance Program for the employee and eligible dependent(s).

9.5 Cafeteria Plan

The City provides a Cafeteria Plan which allows employees to voluntarily reduce their taxable income in favor of deposits to the plan. Expenses related to eligible dependent care (disabled elderly family members, child care, etc.) Would then be available to the employees upon submittal of a request to the plan administrator, as a tax-free reimbursement.

SECTION 10. RETIREMENT

10.1 The City shall provide the full formula of 2.5% at 55 for local miscellaneous members. Miscellaneous employees are required to pay 3.3% (GC Section 20516-Employees Sharing Cost of Additional Benefits) of their base salary. The City shall continue providing the Third Level of 1959 Survivor's Benefit, a benefit for survivors of the employee who is actively employed at the time of death. In addition to the 3.3 % required contribution, local miscellaneous members will be required to make

additional contributions as follows:

7/1/2011	-	2.33%
7/1/2012	-	2.33%
7/1/2013	-	2.34%

Local miscellaneous employees hired on or after July 1, 2011, will pay the total 10.3% employee required contribution.

- 10.2** The City shall provide the full formula of 3% at 50 Retirement Plan for local safety members. Sworn employees are required to pay 3.3% (GC Section 20516-Employees Sharing Cost of Additional Benefits from the effective date of the 3% at 50 Retirement Plan implementation. The City shall continue providing the Third Level of 1959 Survivor's Benefit, a benefit for survivors of the employee who is actively employed at the time of death.

In addition to the 3.3 % required contribution, local safety members will be required to make additional contributions as follows:

7/1/2011	-	3%
7/1/2012	-	3%
7/1/2013	-	3%

Sworn employees hired on or after July 1, 2011, will pay the total 12.3% employee required contribution.

10.3 Optional Benefit Account for Retirees

During the term of the MOU, both parties agree to meet and confer on Section 9.3 in order to determine other options addressing the provisions of the Optional Benefit Account for Retirees (pertains to Section 9.1(a) Medical Plan). The City and SPPEA will explore a Retiree Health Savings (RHS) plan compliant with IRS rules and regulations.

The City agrees to provide an Optional Benefit Account to employees who retire after January 1, 2001 under service retirement as regulated by the Public Employees Retirement System. Said Optional Benefit Account is described in Section 10.1(a) of this Memorandum of Understanding. The appropriate level of Optional Benefit Account is based upon an employee's number of years of service: 10 consecutive years immediately prior to retirement (1-party) and 20 consecutive years immediate prior to retirement for married employees (2-party).

To be eligible to receive the Optional Benefit Account, the retired employee must meet the following additional conditions:

- (a)** A married employee with 20 consecutive years of service prior to retirement shall receive an Optional Benefit Account at the 2-party level. However, in the event that the retired employee is no longer married to the individual that he or she is married to at the time of retirement application, the account shall be reduced to 1-party level. It shall be the responsibility of the retiree to notify the City for any marital status change (e.g. death of a spouse, divorce, legal separation, etc.). The City reserves the right to collect the amount over

and above the appropriate one-party level issued to the retiree, due to failure on the part of the retiree to notify the City regarding the change in marital status. The City shall collect said amounts under the normal collection process which may include utilization of a collection agency and/or Small Claims Court; or any other administrative legal remedy.

- (b) Employee who have served the City for at least 20 consecutive years and who are **not married** at the time of retirement, shall receive the Optional Benefit Account at the 1-party level.
- (c) The City shall pay the Monthly Supplemental Allowance to the retiree until any of the following conditions occur;
 - 1) retiree receives medical coverage from another source (e.g. other employment, spouse), or
 - 2) retiree is eligible for participation in the Medicare Program, or
 - 3) retiree reaches the age of sixty-five, or
 - 4) retiree dies; If the retiree dies before the spouse (spouse at the time of retirement), the spouse continues to receive the Optional Benefit Account at 1-party level until they reach age 65 or until death whichever comes first.

The City's obligation to pay the monthly supplemental allowance is conditioned upon a signed declaration under penalty of perjury, by the retiree on a form provided by the City once each year, that confirms the retiree's eligibility for medical or health insurance coverage or in-lieu payments from another source during that same time period.

The annual eligibility form shall be filed by November 30th of each year. City will terminate the monthly supplemental allowance until such time the declaration is received. The supplemental allowance shall resume on a prorated basis upon receipt of the required declaration. No retroactive payments shall be made.

Should retiree lose coverage from the other source (employment, spouse), the monthly supplemental allowance will resume upon receipt of the required declaration, and will continue only until any of the above listed events (1-4) occur.

- (d) Additionally, the City will provide an Optional Benefit Account to sworn and non-sworn employees with 20 consecutive years of service with the City of San Pablo and hired before May 1, 1986 once they reach age 65. This monthly amount will be equivalent to a Kaiser Supplement/Managed Medicare single party-rate at the time of retirement. This is inclusive of the City's required contribution per Resolution 89-06. This amount is paid to the retiree until death of the retiree.

- (e) The Optional Benefit Account is subject to applicable Federal and State Income Tax regulations.
- (f) Definition of consecutive shall mean time served with the City regardless of an approved break in service.
- (g) Both parties agree that should this benefit be inconsistent with PERS regulations, the City and the Association will meet and confer to provide this benefit. Following such meet and confer process and agreement from the Association, appropriate changes to the MOU may be implemented.

SECTION 11. SICK LEAVE

11.1 Accrual

Sick Leave with pay shall be accrued at the rate of one 8 hours per each calendar month of service. Sick Leave shall not be considered as a privilege which an employee may use at his/her discretion but shall be allowed only in the case of necessity and actual sickness or disability.

Unused Sick Leave shall be accumulated at the rate of 96 hours per year, with no maximum.

11.2 Usage

Each full-time employee paid on a monthly basis shall be allowed Sick Leave with pay on the following basis:

- (a) If an employee is required to be absent from duty due to exposure to a contagious disease and is under quarantine, Sick Leave salary payments for such absence shall be commenced on the first day of absence providing, however, that the employee has earned Sick Leave.
- (b) Any Safety employee who is receiving disability payments under the Workers' Compensation Act of California shall receive the difference between the disability payments under the Workers' Compensation Act and full salary during the first twelve (12) months or any portion thereof, and such payment shall not be deducted from the accrued Sick Leave. All non-sworn employees are limited to ninety (90) days of disability under the Workers' Compensation Act. The City agrees not to withhold from such compensation any tax or Social Security deduction.
- (c) Any employee absent or expecting to be absent because of sickness or other physical disability, personal or family, shall notify his/her supervisor at least one hour prior to the beginning of the work day.
- (d) A supervisor may require a physician's statement as to the nature of the illness and its anticipated duration of absence. In cases of absence due to

contagious disease, the employee will be required to submit a medical release before he/she may return to work. In such cases, notification of this requirement shall be given in writing whenever possible. In cases of other absences, the employee may be required to provide City with a Fitness for Duty statement from his/her attending physician prior to returning to work.

- (e)** At the written request of the appointing authority, the employee may be required to submit to an examination by the City's Medical Examiner and, if the results of the examination indicate that the employee is unable to perform his/her duties or, in the performance of said duties, exposes others to infection, the employee shall be placed on Sick Leave without privilege of reinstatement until adequate medical evidence is submitted that the employee is competent to perform his/her duties or will not subject others to infection. Any employee so examined shall have the right to submit reports of a competent medical authority of his/her selection and at his/her expense, in addition to the report submitted by the medical examiner. In the event of a conflict of opinion and/or recommendations of the two medical examiners, a third examiner shall be selected by the first two examiners and a final decision shall be made by the City Manager based on the three reports.
- (f)** Upon depletion of accumulated Sick Leave, an employee will be deemed to be on Medical Leave of Absence without pay for a period not to exceed sixty (60) calendar days. If the employee is unable to return to work at the end of this period he/she must request further medical leave, which shall be subject to the approval of the City Manager. If further leave is granted, an employee must notify the City of his/her intent to return to work every thirty (30) days. If further leave is not requested, or granted after a request, the employee's service with the City shall be considered to be terminated.
- (g)** No Sick Leave shall be allowed for time off for an injury incurred while working for another employer.
- (h)** Time off for illness shall be charged to Sick Leave and not to vacation or overtime unless and until all available Sick Leave has been exhausted.
- (i)** A total of not more than five (5) working days in a calendar year may be taken as Sick Leave because of an accident or serious illness of the employee's immediate family, when the employee will personally assist and be a comfort to said family member. Said Sick Leave shall be charged to the employee's accumulated Sick Leave. Immediate family shall be limited to the employee's husband, wife, child, stepchild, father, mother, sister, brother, father-in-law, mother-in-law, grandparent, and grandchild, except as provided by the Family Care Leave/Pregnancy Leave (Section 15).
- (j)** Shift differential shall not be paid after 30 days.

11.3 Sick Leave Incentive

As an incentive for excellent attendance records, employees who use zero sick leave per year shall be credited with three additional vacation days for that year as follows:

<u>Used</u>	<u>Vacation Days Credit</u>
0	24 hours
1	16 hours
2	8 hours

The incentive plan year shall begin on January 1st and end on December 31st. New employees shall receive credit for sick leave incentive based on hire date as follows:

<u>Hire Date</u>	<u>0 Used</u>	<u>1 Used</u>	<u>2 Used</u>
Jan-Mar	24 hrs.	16 hrs.	8 hrs.
Apr-Jun	16 hrs.	8 hrs.	5.34 hrs.
Jul-Sep	8 hrs.	4 hrs.	2.67 hrs.
Oct-Dec	00	00	00

11.4 Sick Leave Sharing Plan for Catastrophic Illness or Injury

The San Pablo Police Employees' Association agrees to adhere to the sick leave sharing plan for catastrophic illness or injury guidelines outlined in Exhibit A.

SECTION 12. VACATIONS

12.1 Definition

The purpose of Vacation Leave is to enable each eligible employee annually to return to his/her work mentally refreshed. All regular full-time employees represented by the Association and hired subsequent to June 30, 1989 shall earn Vacation Leave with pay on a monthly basis, in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Vacation Hours per Year</u>
1	80
2	80
3	80
4	120
5	120
6	120
7	120
8	120
9	120
10	120
11	160
12	160
13	160

14	160
15	160
16	168
17	176
18	184
19	192
20	200
21	208
22	216
23	224
24	232
25	240

Employees hired prior to June 30, 1989 will receive 120 hours Vacation Leave for one (1) through ten (10) years of service.

Employees who work on an intermittent or seasonal basis, and all employees who work less than half-time, shall not be eligible for vacation leave.

While vacation time accrues from the first full calendar month of full-time employment, employees shall be required to have served the equivalent of six (6) months of continuous service with the City in order to be eligible for annual vacation leave; provided, however, if a regular employee terminates his/her employment with the City before completion of six months of service, he/she or estate will receive pay for earned vacation time.

The times during the calendar year at which an employee may take his/her vacation shall be determined by the Chief of Police, with due regard for the wishes of the employee and with particular regard for the needs of the service. Employees will be permitted to carry over up to a maximum of 2 years vacation days. No employee shall accrue more than 2 years of vacation without prior approval of the Chief of Police and the City Manager. Vacation accruals and balances are reflected on an employee's paycheck providing an opportunity to properly schedule vacation(s) and allow further vacation accrual. Should the City deny a requested vacation leave and such denial will result in the employee reaching the maximum 2 years accrual, the City will cash out the denied amount of vacation.

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination. No such payment shall be made for vacation accumulated contrary to the provisions of these rules.

12.2 Use of Vacations

- (a) Vacation sign-ups shall be by seniority, regardless of rank.
- (b) Vacation periods will begin the first Monday of the calendar year and will run for fifty-two consecutive weeks. A vacation period will be seven days,

- commencing on Monday and ending on Sunday.
- (c) If an employee misses his/her vacation period(s) because of valid reason(s), the Captain will reschedule the vacation with the employee. An employee transferring from one division to another will take vacation in periods available, but will not 'bump' another employee of lesser seniority.
 - (d) It shall be the employee's responsibility to ensure that he/she does not use more vacation time than has been earned in the previous calendar year without the approval of the Chief of Police.
 - (e) Vacation sign-up will begin on or before November 1, and will be completed by November 30. Each employee will be given a specific date and time to cause his/her name to be signed up. Employees opting to split their vacation will be given a second date and time after the completion of initial sign-up.
 - (f) Employees shall sign up for designated vacation periods only. An employee must sign for the entire period even though the entire period may not be used.
 - (g) The method for signing up for vacation periods shall be as follows:

When an employee's name reaches the top of the sign-up list, the employee shall have the option of signing up for his/her full vacation or signing up for a split vacation:

OPTION 1. FULL VACATION

When an employee's name reaches the top of the sign-up list, the employee will sign up for his/her entire vacation at one time. The employee shall cause his/her name to be signed up for consecutive vacation periods, utilizing all of his/her available vacation days. The employee's name will then be removed from the sign-up list.

OPTION 2. SPLIT VACATION

Upon reaching the top of the sign-up list, the employee shall cause his/her name to be signed up for consecutive vacation periods utilizing that portion of his/her vacation intended to be taken. The employee's name shall then go to the bottom of the sign-up list. When the employee's name again reaches the top of the list, the employee shall cause his/her name to be signed up for consecutive vacation periods utilizing the remainder of his/her vacation time.

- (h) There shall be separate sign-up lists and vacation schedules for each Division.
- (i) No two supervisors in the same Division may sign up for vacation at the same time.
- (j) When a Holiday falls within a vacation period, the employee shall have the option of receiving pay for having the Holiday off instead of taking a vacation day during that vacation leave, for each Holiday therein. Extending the length of a vacation period shall be subject to approval of the Captain.
- (k) After the Vacation Schedule is posted, an employee may change (or trade) vacation periods with the approval of the appropriate Captain.
- (l) At the discretion of the Police Chief, Police Captain and Lieutenant may request payment for up to ten (10) days of their accrued vacation per calendar

year, to be paid at basic pay rate.

SECTION 13. HOLIDAYS

13.1 Holidays Observed

The following fourteen (14) guaranteed Holidays shall be observed by the City:

January 1 - New Year's Day
January - Third Monday - Martin Luther King Birthday
February - Third Monday - Washington's Birthday
May - Last Monday - known as Memorial Day
July 4 - Independence Day
September - First Monday - known as Labor Day
October - Second Monday - known as Columbus Day
November 11 - Veterans' Day
November - Fourth Thursday and Friday - known as
Thanksgiving and the day after Thanksgiving
December 24 - Christmas Eve Day
December 25 - Christmas Day
December 31 - New Year's Eve Day
Floating Holiday - to be added to vacation time on an annual basis beginning each July.

During the term of the MOU, sworn officers shall not observe Columbus Day and shall not be entitled to one floating holiday. The forfeiture of these two holidays sunset on June 30, 2014.

New employees shall be credited a prorated amount of Floating Holiday hours based on hire date as follows:

<u>Hire Date</u>	<u>Hours Credited</u>
Jul 1 through Sep 30	8
Oct 1 through Dec 31	6
Jan 1 through Mar 31	4
Apr 1 through Jun 30	0

13.2 Rate of Pay

Holiday pay is compensation reportable to PERS per the California Public Employees' Retirement Law Section 571 (a) (5).

Employees Working on Observed Holidays

- 1) Employees who are required to work on a holiday shall be paid at the rate of one and one half (1 ½) times his/her regular hourly rate for the hours worked (8, 10, or 12.5-hour shift). Payment is received in the pay period when the holiday

occurs. Employee may elect to receive compensatory time off in lieu of cash overtime payments.

- 2) In addition, the employee shall earn 8 hours of worked holidays placed in a holiday bank for each holiday the employee is required to work during the year (8, 10, or 12.5-hour shift). Holiday bank hour payments (paid at straight time) are to be received twice a year: June 5 and on or about December 5.
- 3) The following is an example of how an employee will be paid for working on a holiday:

Scheduled Hours	Overtime or Comp Time	Holiday Bank
8.0	4.0	8.0
10.0	5.0	8.0
12.5	6.25	8.0

Employees Not Working on Observed Holidays

- 1) Employees who are on scheduled days off or other off duty paid leave status including Workers Compensation Disability Leave, shall be paid at straight time for all holidays that occur during such leave.
- 2) Said employees do not receive any additional pay for holidays not worked.
- 3) Employees who are on 10 or 12.5 hour shifts may use their vacation leave or compensatory time to provide the difference between 8 hours of holiday leave and the employee's normal work shift (8 hours holiday plus 2 or 4.5 hours of vacation or compensatory time).

SECTION 14. BEREAVEMENT LEAVE

Upon death of an immediate family member (spouse or registered domestic partner and children/stepchildren including parents, brothers, sisters, grandparents, mother/father in-law, brother/sister in-law, spouse’s grandparents, and grandchildren); bereavement leave with pay for a period not to exceed four (4) working days, or five (5), if travel in excess of four hundred (400) miles is required, shall be granted. The employee shall inform the City of the name and relationship of the person who died.

SECTION 15. FAMILY CARE LEAVE/PREGNANCY LEAVE

The City will adhere to the provisions of the Family Leave Act of 1993; the California Family Rights Act (CFRA); and the California Pregnancy Disability Leave.

SECTION 16. CLOTHING ALLOWANCE

- 16.1 The City agrees to provide, replace, and clean uniforms and uniform equipment for Non-Sworn Employees represented by the Association, which is damaged or stolen during duty hours or while stored at a City facility, providing the employee made a reasonable effort to safeguard the uniform and/or uniform equipment.
- 16.2 The Chief of Police will have full discretion to determine which detectives (Sergeants and Police Officers, including those assigned at WESTNET) will receive

the clothing allowance. The clothing allowance of \$1,200 per year, paid at \$600 in January and \$600 in July. No prorations are allowed.

SECTION 17. UNIFORMS

17.1 Sworn Employees, Police Services Technicians, and Police Services Assistants shall be provided, on date of hire, an initial uniform consisting of five (5) pairs of pants, five (5) shirts, one (1) tie, one (1) hat and one (1) foul-weather jacket. Thereafter, the City shall provide uniform cleaning on an as-needed basis. The initial uniform and allocation may be modified by a change in dress code or uniform standards.

17.2 The City agrees to replace uniforms and uniform equipment for Sworn Employees and Civilian Uniformed Employees, or who opt for conversion in accordance with Section 19 (2), Parking Enforcement Officers and/or Code Enforcement Officers, which is worn out, damaged or stolen during duty hours or while stored at a City facility - providing that the employee made a reasonable effort to safeguard the uniform or equipment. Such replacement shall be within thirty (30) days of submission of the claim and related required reports to the Department.

17.3 Civilian Uniformed Employees shall be provided, on date of hire, an initial uniform consisting of two 2 blouses/shirts, one 1 vest, two 2 pairs of pants one 1 skirt and one 1 sweater. Thereafter, the City shall provide uniform cleaning on an as-needed basis.

Civilian Uniformed Employees shall be provided, on date of hire, the number of uniforms listed above. Following successful completion of the probationary period, the employee will receive additional two blouses/shirts, two pair of pants or two skirts. Thereafter, the City shall provide uniform cleaning on an as-needed basis.

17.4 The City will reimburse up to \$175.00 for shoes or boots for Captain, all Lieutenants, Sergeants, sworn Officers, detectives and services division personnel required to wear uniforms. The shoes or boots will be approved by the Police Chief.

SECTION 18. CONSULTATION MEETINGS

Upon request by the Executive Board of the Association, the City Manager or designee shall meet with a quorum of the Board regarding matters of concern to the Association.

SECTION 19. DEMOTION IN LIEU OF LAYOFF

An employee who is laid off may demote to a lower class in the same department for which he or she meets minimum qualifications and is capable of performing job specifications, providing the total Department seniority credits exceed the total Department seniority credits of one employee in the lower class. To be considered for demotion in lieu of layoff, an employee must notify the City Manager/Personnel Officer in writing, of his selection no later than seven (7) calendar days after receiving the notice of layoff.

SECTION 20. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

The City recognizes the applicability of the Public Safety Officers' Procedural Bill of Rights (Government Code Section 3300, et seq.) as it exists or may be amended by the California State Legislature, to employees covered by this Agreement.

SECTION 21. PROMOTION REQUIREMENTS

21.1 Sergeant

The minimum requirements, at time of examination, for promotion to Sergeant shall be:

- (a) Three (3) years continuous Sworn Experience with the San Pablo Police Department

**** O R ****

Five (5) years sworn experience, provided there is current, non-probationary sworn employment with the City of San Pablo Police Department,

A N D

- (b) That by the end of the promotional probation the candidate has earned sixty (60) college quarter units or more

**** OR ****

is eligible for an Intermediate P.O.S.T. Certificate.

21.2 Lieutenant

The minimum requirements at time of examination, for promotion to Lieutenant shall be:

- (a) Graduate of a four-year college or university with major course work in criminal justice, police science, public administration or other related field.

****AND****

- (b) Two years of supervisory experience equivalent to the level of Police Sergeant or above.

****OR****

- (c) Any combination equivalent to experience and education that could likely provided the required knowledge and abilities would be qualifying.

21.3 Captain

The minimum requirements at time of examination, for promotion to Captain shall be:

- (a) Graduate of a four-year college or university with major course work in criminal justice, police science, public administration or other related field; a Master's degree is highly desirable

****AND****

- (b) Four years of supervisory experience equivalent to the level of Police Sergeant or above.

****OR****

- (c) Any combination equivalent to experience and education that could likely provided the required knowledge and abilities would be qualifying.

21.4 Promotion

Promotions to the rank of Sergeant shall be made from the ranks of current San Pablo Police Department personnel who meet the position requirements and pass the required testing and examination process whenever possible. Promotions to the rank of Captain and Lieutenant may be made from the ranks of current San Pablo Police Department personnel who meet the position requirements and pass the required testing and examination process whenever possible. At the discretion of the Chief of Police and with concurrence from the City Manager, the City may conduct an open recruitment for a vacancy in a Captain and Lieutenant positions. The probationary period shall be as set forth in Section 22, herein.

SECTION 22. PROBATIONARY PERIOD

The Probationary Period shall be twenty-four (24) months for all new entry sworn Police Officers and twelve (12) months for all other Police employees in the competitive service, including those hired as Lateral entries or promoted to an advanced level. A Lateral entry is a sworn Police Officer in possession of a P.O.S.T. Basic Certificate at the time of appointment and who formerly worked for another law enforcement agency.

SECTION 23. LIGHT DUTY

It shall be a policy of the City and the San Pablo Police Department to encourage an injured or ill Officer or Sergeant to return to temporary light duty as soon as possible, following a Medical Release. The City and Department shall retain the right to evaluate and determine an employee's fitness for light duty.

SECTION 24. CONTINUATION OF PREVIOUS CONDITIONS

Other terms and conditions of employment unaltered by any other sections of this Agreement and set forth in Administrative Manuals, Personnel System Rules and Regulations, Ordinances, Resolutions, Administrative Directives and Police Department

Rules and Regulations, Orders and Directives shall be continued for the term of this Agreement unless changed by mutual agreement.

SECTION 25. NEW CLASSIFICATIONS

In accordance with the provisions of Section 3505 of the Government Code of the State of California, the City agrees to meet and confer with the Association with regard to the wages, hours and other terms and conditions of employment of any newly created classification(s) appropriately included in the Police Employees' Association Unit, as well as any changes in existing classifications with regard to wages, hours and other terms and conditions of employment.

SECTION 26. CONTENT, TERMS AND RECOMMENDATIONS

26.1 If any Section or Section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, all other Sections and Sections of this Memorandum shall remain in force and effect for the duration of this Memorandum. In the event of invalidation of any Section or Section, the City and the Association agree to meet within thirty (30) days for the purpose of renegotiating said Section or Section.

26.2 It is agreed by the parties to this Agreement that any conflict between any Section or part thereof of this Agreement and any City or Departmental Rule, Regulation, Ordinance, Code, Resolution, Procedure or Practice existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.

SECTION 27. TERM OF AGREEMENT

27.1 This Memorandum of Understanding shall be effective July 1, 2011 except for any provisions of this Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including June 30, 2014.

27.2 This Memorandum of Understanding shall be extended on a month-to-month basis pending a new Memorandum of Understanding.

27.3 During the term of this Memorandum of Understanding, City agrees that it will not lock out employees and Association agrees that it will not engage in, encourage or approve any strike, slow-down or other work stoppage growing out of any dispute relating to the terms of this Memorandum of Understanding, recognizing with City that all matters of controversy within the scope of this Memorandum of Understanding shall be settled by established Grievance procedures. If there is a strike, slow-down or work stoppage, the employees who engage in such activity shall be subject to discipline up to and including discharge. The City may seek such remedies are available under the Law.

SECTION 28. SIGNATURES

The undersigned members of the City of San Pablo and the San Pablo Police Employees' Association, having met and conferred in good faith, have reached agreement on the items contained herein and mutually agree to recommend to the San Pablo City Council and the General Membership of the Association that the terms of this Agreement be adopted.

FOR THE CITY OF SAN PABLO:

/s/ Kelsey D. Worthy

Kelsey D. Worthy, MPA ACM

/s/ Bradley Ward

Bradley Ward, Finance Director

/s/ Arlene J. Lozada

Arlene J. Lozada, HR Manager

**FOR THE SAN PABLO POLICE
EMPLOYEES' ASSOCIATION:**

/s/ Robert Valladon

Robert Valladon, Rains Lucia Stern

/s/ Dan Wiergers

Dan Wiergers, President

/s/ Robert Pamplona

Robert Pamplona, Vice-President

/s/ Desi Bray

Desi Bray, Treasurer

EXHIBIT A

SAN PABLO POLICE EMPLOYEES' ASSOCIATION SICK LEAVE SHARING PLAN FOR CATASTROPHIC ILLNESS OR INJURY

PURPOSE

This sets forth the procedure for a San Pablo Police Employees' Association member to receive a catastrophic leave of absence of up to a total of 30 working days donated sick leave in increments of 8 hours and to use donated sick leave days in the event of his/her own catastrophic illness or injury or that of a member of his/her immediate family. The purpose of catastrophic leave for an employee's own illness or injury is to bridge the gap between exhaustion of their own paid leave and the waiting period for short-term disability/long-term disability benefits. In the event catastrophic leave is used for a family member, it can be implemented only when an employee has exhausted all paid leave available to them.

DONOR/RECIPIENT QUALIFICATIONS

A catastrophic illness or injury is the inability of the employee or the employee's immediate family member by City policy (i.e. spouse, children, parents) to work, attend school, or perform other regular daily activities due to a life threatening illness or a severely incapacitating injury or illness, which will require the employee's absence for more than a one month period.

- 1) Medical certification from a physician is required. If leave is for a family member, the medical certification must indicate that employee's attendance with the family member is required.
- 2) Only full-time employees who have at least one year of City service and have passed probation shall be eligible to participate in the program.
- 3) Requests for donations shall be made in writing, using the Application for Catastrophic Leave Form. The completed form must be submitted to the Supervisor who, upon verification of the illness or injury, shall submit the request to the Police Chief, for approval.
- 4) The recipient must exhaust all available paid leave balances, prior to using catastrophic leave. When the physician's statement and leave balances indicate the probable exhaustion of balances within two (2) pay periods, the Police Chief may approve the solicitation and acceptance of leave donations prior to all balances being exhausted, so that time donated may be utilized immediately upon exhaustion of the employee's leave balance, but not before.

- 5) Catastrophic leave use shall not count toward completion of promotional probation or completed pay periods for the annual step increase eligibility.

DONATIONS

- 1) All donations of sick leave shall be in increments of 8 hours and shall be considered a gift.
- 2) Donations shall be limited to 5 days per donor.
- 3) Employees wishing to donate sick leave account accruals to the recipient employee must maintain at least ten (10) days of sick leave account accruals. Employees with less than ten (10) days of sick leave balance shall not be allowed to donate sick leave accruals.
- 4) Nothing in this policy shall be construed to modify the employment relationship between the City and the receiving employee, or to restrict the City's management rights. This section shall not modify existing City rules, policies or agreements regarding unpaid leave of absence or family leave.
- 5) Donation of sick leave to a recipient employee shall not be construed as sick leave used by the donor employee in the calculation of the excellent attendance bonus or viewed upon as sick leave usage in any evaluation or disciplinary action.

PROCEDURE

- A. Employee participation in this program as a donor or recipient is voluntary. Under no circumstances shall any employee be pressured into participating by donating time from their sick leave bank.
- B. The employee shall submit an Application for Catastrophic Leave Form to the Supervisor for verification, who then forwards it to the Police Chief, for review and approval. The request shall include:

Sufficient reasons why said leave qualifies as catastrophic;
Medical certification from a physician that:
 - a) Confirms need for employee's own use; or
 - b) Medical certification that employee's attendance with the family member is required; and
 - c) Estimated date of return to work.
- C. Upon approval of a request for donations, at the employee's request, a notice is posted regarding the eligible employee's need for donations via email.

- D. Donors shall submit a signed and approved Catastrophic Leave Donation Form.
- E. Donated days when used by the recipient will be paid at the recipient's current rate of pay and therefore will be considered taxable income.
- F. The City may require periodic medical certification updates regarding the catastrophic illness and may require a fitness for duty certification prior to the employee returning to work.
- G. This procedure will in no way limit the City's management rights to require modified duty.

CANCELLATION OF CATASTROPHIC LEAVE

- 1) Employee has exhausted 30 working days of Catastrophic Leave of Absence.
- 2) Employee returns to full-time employment before exhausting the 30 working days of catastrophic leave and in this case any remaining balance will be returned in a prorated basis to employees who donated.
- 3) In the event of death of a family member before exhausting the 30 working days of catastrophic leave, any remaining balance will be returned in a prorated basis to employees who donated. The employee uses bereavement leave as stipulated in the memorandum of understanding.

ATTACHMENTS: Application for Catastrophic Leave
Catastrophic Leave Donation Form

**CITY OF SAN PABLO
APPLICATION FOR CATASTROPHIC LEAVE**

Employee name: _____ Department/Division: _____

- I have regular full-time status as an employee; I have at least one year of City service and have successfully completed my probationary period.
- I have sustained a life-threatening illness or debilitating injury or;
- A member of my immediate family has sustained a life-threatening illness or debilitating injury as described below.
- I have exhausted all allowed paid time off or will do so by: _____
- I will be unable to work for at least a one-month period and have applied for medical leave of absence.
- I have attached medical certification that confirms the need for my absence for myself or to care for an immediate family member.
- I estimate that I will return to work on _____

Qualifying conditions for the care of an immediate family member: _____

I certify that the above statements are true and correct.

Signed

Date

.....
Verified by HR: _____

Date: _____

- Approved
- Disapproved

City Manager Signature

Date

Comments: _____

**CITY OF SAN PABLO
CATASTROPHIC LEAVE DONATION FORM**

Donor's name: _____ Department: _____

Name of recipient employee: _____

Recipient's Department/Division: _____
(Maximum donation is 5 days)

Donors are generally limited to one request to donate per recipient event.

I wish to donate _____ hours of sick leave.

I understand that all donations of my sick leave time is considered as a gift to the receiving employee and may only be cancelled as stipulated in the Sick Leave Sharing Plan for Catastrophic Illness or Injury. My signature below authorizes the deduction of the above vacation time from my records, to be credited to the employee identified above.

Donor's Signature

Date

NOTE: COMPLETED FORMS SHOULD BE FORWARDED TO FINANCE/PAYROLL AS RECEIVED TO ALLOW SUFFICIENT TIME FOR CALCULATING CONVERSIONS. PLEASE DO NOT HOLD THIS FORM TO TURN IN WITH TIME SHEETS.