



The City of **South**
San Francisco

Memorandum of **U**nderstanding
between the
South San Francisco Police Association
and the
City of South San Francisco

July 1, 2017 through June 30, 2022

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Memorandum of Understanding
between the
South San Francisco Police Association
and the
City of South San Francisco
July 1, 2017 through June 30, 2022

Preamble

This Memorandum of Understanding is entered into by the City of South San Francisco, hereafter designated as "City" and the South San Francisco Police Association, hereafter designated as "Association", as a mutual agreement of those wages, hours, and conditions of employment, that are to be in effect during the period July 1, 2017 through June 30, 2022, for those employees working in classifications represented in Unit C. The City of South San Francisco recognizes the South San Francisco Police Association as the employee organization that has been selected by the employees in the sworn and civilian classifications.

Section 1 – General Provisions

Article 1. Recognition

Sworn and Civilian Police Unit C consists of all employees in classifications listed in Appendix A, as well as, all employees in classifications as may be added to this Unit by the terms of this Agreement.

Article 2. Wages and Compensation

2.1 Wages—

2.1.1 Definitions—

2.1.1.1 Base Pay—Base pay is the rate of compensation paid for a specified classification of employment, excluding other payments.

2.1.1.2 Enhanced Pay—Enhanced pay is the rate of compensation that includes base pay and incentive pay such as longevity, bilingual, education and

special assignment pay. Enhanced pay does not include Field Training Officer (FTO) assignment or civilian training duty pay. Each incentive pay will be computed on base pay. The sum of the base pay plus each incentive is the enhanced pay.

- 2.1.2 *Wage Rates*— All members of the bargaining unit shall receive across-the-board base pay adjustments in the amounts and with the effective dates as follows:
- Year 1 (July 1, 2017-June 30, 2018) effective the first full pay period including July 1, 2017, or the first full pay period following the adoption of the MOU by Council whichever is later: three percent (3%);
 - Year 2 (July 1, 2018-June 30, 2019) effective the first full pay period of July 2018: three percent (3%);
 - Year 3 (July 1, 2019-June 30, 2020) effective the first full pay period of July 2019: the unit will receive an adjustment to the 60th percentile or three percent (3%), whichever is greater;
 - Year 4 (July 1, 2020-June 30, 2021) effective the first full pay period of July 2020: three percent (3%);
 - Year 5 (July 1, 2021-June 30, 2022) effective the first full pay period of July 2021: three percent (3%).

There will be no retroactive across-the-board base pay adjustments.

- 2.2 *Step Advancement*—Employees shall be required to complete the specified training or time criteria in paid continuous regular service at each step of the salary schedule prior to advancing to the next salary step.

- 2.2.1 *Time in Step*—Such training or time for each step shall be as noted.

2.2.1.1 Step 2—After one year from date of hire

2.2.1.2 Step 3—After one additional year

2.2.1.3 Step 4—After one additional year

2.2.1.4 Step 5—After one additional year

- 2.2.2 *Promotion*—An employee who is promoted from one classification to a higher classification within the Unit shall have his/her rate set at the first step of the new classification or at the rate for the step 5% higher than the rate earned by the employee prior to the promotion, whichever rate is higher. Prior to advancing to the next step of the schedule, the promoted employee will be required to complete the specified time in each step of the new classification, commencing with the date of promotion.

- 2.3 *Bilingual Pay*—

- 2.3.1 *Eligible Classifications*—All classifications within this unit are eligible to participate in the bilingual program.

- 2.3.2 *Testing and Compensation*—An employee who has tested, using the City's standard bilingual testing procedures and demonstrating to the Department Head's satisfaction, proficiency in speaking a second language identified in 2.3.5., shall be compensated at a rate 5% higher than the employee's base hourly rate of pay. Such compensation shall commence the next payperiod after the employee has passed a qualifying examination, as determined by the

City, demonstrating proficiency in the language. Costs for the first two tests will be paid by the City; costs for subsequent tests will be paid by the employee.

2.3.3 *Translating*—Employees who have met the criteria and are compensated for bilingual incentive pay must use those skills whenever the need arises. Employees may be asked to assist an individual who is doing business with the City at worksites other than their primary work location.

2.3.4 *Language Determination*—The languages that are spoken in South San Francisco that are subject to the bilingual incentive pay for purposes of this section will be determined by reviewing the demographic data from the local school district and/or the number of interactions that sworn officers have with people speaking languages other than those identified below. The Chief of Police will determine the significant interactions with people speaking other languages. The Chief of Police and the Union will meet at the request of either party to determine the languages that qualify under this section.

2.3.5 *Current Languages in Effect*—For the duration of this agreement, the following languages shall qualify for an employee to receive the Bilingual Incentive Pay under this section.

- Spanish
- Tagalog
- American Sign Language

2.4 *Longevity Pay*—Pay for employees hired prior to July 1, 2012 who have served the City will be granted as follows:

2.4.1 *After 15 Years*—After the 15th year of service as a full-time regular employee, 1.5% of compensation will be added to the eligible employee's base hourly rate of pay.

2.4.2 *After 20 Years*—After the 20th year of service as a full-time regular employee, in addition to above, another 1% of compensation will be added to the eligible employees base hourly rate of pay.

Longevity pay is not available for employees hired on or after July 1, 2012.

Article 3. Allowances and Reimbursements

3.1 *Uniform Allowance*—Allowances and reimbursements shall be paid in accordance with PERL (Public Employees' Retirement Law) and the IRS tax code.

3.1.1 *Allowance Conditions*—Uniform allowance is subject to the following conditions:

3.1.1.1 *Reimbursement/Allowance Distribution*—Uniform allowance distribution will be made in 2 equal increments per fiscal year. The distributions will occur on the first payperiods in November and May. With the allowance received, employees shall be responsible for procuring and maintaining their uniforms and equipment as listed in the department's current General Order and Procedures Manual.

- 3.1.1.1.1 *Reimbursement Procedures*—Reimbursement will be through the payroll process.
- 3.1.1.2 *New Employees*—Uniform allowance will commence the second year of employment with the department. After the first year of employment is completed, the employee will receive the uniform allowance at the next payment period, i.e. November or May. If the year anniversary is after the last payment month, then there will be no reimbursement for that fiscal year. If the anniversary falls after the first payment in November, employees shall receive half of that fiscal year's allowance.
- 3.1.2 *Allowance Amounts*—Each employee may receive an amount per year for the purchase of approved uniform items. The amount of the allowance provided shall be as follows:
 - 3.1.2.1 *Sworn*—The amount is \$1,100 per fiscal year.
 - 3.1.2.2 *PST, PEO, and PP/ES Classifications*—The amount is \$915 per fiscal year.
 - 3.1.2.3 *PRS and SPRS Classifications*—The amount is \$800 per fiscal year.
- 3.2 *Vests*—Vests will be provided to all new employees at no cost to the employee. A replacement program has been established for all employees who have vests and includes how and when vests will be replaced, the types of vests to be replaced, and the mandatory wearing of vests.
 - 3.2.1 *Wearing Vests*—Each employee shall be required to have the approved vest on his/her person or in the ready bag during each duty shift.
- 3.3 *Education Expense Reimbursement Program*—An employee who takes a job-related course at an accredited institution of learning shall be eligible for 50% of the costs of tuition, fees and course materials up to \$2,000 per fiscal year upon the successful completion of the course and upon the employee achieving a grade of "C" or better, or passing for a pass/fail course.
 - 3.3.1 *Qualifying for the Program*—In order to qualify for reimbursement, the employee must:
 - 3.3.1.1 *Police Captain Review and Department Head Approval*—Prior to enrollment, the employee must submit to the Captain for review the course description and a brief explanation regarding why the employee believes the course to be job-related. Prior to enrollment, the employee must receive written approval of the department head.
 - 3.3.1.2 *Reimbursement Request*—Provided that the department head finds that the course is job-related and approves the employee's request, the employee shall submit a request for reimbursement to the Captain that includes a copy of the department head's written approval of the course, a copy of the employee's course grade, the receipts for all course expenses, and a total amount requested for reimbursement.

Article 4. Overtime Pay

4.1 FLSA Work Period—

4.1.1 *Sworn*—The standard work period is a 28-day work period.

4.1.2 *Non-Sworn*—The standard work period is a seven-day work period.

Specific work periods for individuals or shifts will be documented and maintained on a list shared between the Human Resources Department and the Union. Nothing in this provision is intended to affect the right of any employee to overtime pursuant to the terms of this MOU.

4.2 *Overtime Compensation*—Authorized work performed by employees, in excess of their scheduled workday or workweek, shall constitute overtime except as otherwise provided. Employees required to work in excess of their scheduled hours of work shall be compensated for each overtime hour worked at the rate of 1.5 times the employee's regular hourly rate of pay, as defined by the FLSA.

4.3 *Reporting Partial Overtime Hours*—Hours should be reported in tenths of hours; for example, 7.5, 4.3, 8.1. To convert from minutes to tenths of an hour, the following table will be used:

Minutes	Tenths of an Hour
1 - 6 minutes	= .1 hour
7 - 12 minutes	= .2 hour
13 - 18 minutes	= .3 hour
19 - 24 minutes	= .4 hour
25 - 30 minutes	= .5 hour
31 - 36 minutes	= .6 hour
37 - 42 minutes	= .7 hour
43 - 48 minutes	= .8 hour
49 - 54 minutes	= .9 hour
55 - 60 minutes	= 1.0 hour

4.4 *Training Overtime*—Employees required to attend training sessions, in excess of their scheduled hours of work, shall be compensated for each hour at 1.5 times the employee's regular hourly rate of pay, as defined by the FLSA.

4.5 *Overtime Pay for Court Appearances*—Employees who are required in the course and scope of their official employment to appear in court or to testify over the telephone, other than during their regular tour of duty or shift hours, shall receive overtime pay at the rate of 1.5 times the employee's regular hourly rate of pay, as defined by the FLSA. An employee shall receive a minimum of 3 hours overtime pay for such court appearances that occur on scheduled work dates (including voluntary overtime shift assignments) and a minimum of 4 hours overtime pay for such court appearances that occur on non-scheduled work dates. An employee shall receive a minimum of one hour overtime pay for DMV telephone testimonies.

4.6 *Call-back/in Compensation*—Employees who in the course of their official employment are called back to work, other than during their regular tour of duty or

- shift, shall receive overtime pay at the rate of 1.5 times the employee's enhanced hourly rate of pay.
- 4.6.1 *Workday Call-back/in*—An employee shall receive a minimum of 3 hours overtime pay for call backs that occur on scheduled work dates (including voluntary overtime shift assignments).
- 4.6.2 *Non-workday Call-back/in*—An employee shall receive a minimum of 4 hours overtime pay for such call-backs that occur on non-scheduled work dates.
- 4.7 *Detective On-call Pay*—Any Detective designated as "on-call" by her/his supervisor shall receive \$300 per week for each week they are on "on-call". Additionally, such bargaining unit member placed "on-call" shall have use of a city vehicle for the duration of their "on-call" assignment to ensure a prompt response to a call out.
- 4.8 *Compensatory Time*—With the supervisor's approval, employees may receive pay at the appropriate rate for each overtime hour worked or may accumulate compensatory time in accordance with departmental policies.
- 4.8.1 *Maximum Compensatory Time*—All compensated time off may be taken in accordance with departmental policies. Accumulated compensatory time cannot exceed 100 hours
- 4.8.2 *Compensatory Time Cash-out*—Employees shall be permitted to receive the cash value of up to 15 hours of compensatory time per calendar year.

Article 5. Benefits

- 5.1 *Health Insurance Benefits*—Full-time regular employees shall be eligible to receive insurance benefits currently provided by the City through its contracts with insurance carriers or self-insurance programs.
- 5.2 *Medical Insurance*—
- 5.2.1 *Medical Insurance Plans*—Subject to the terms and conditions of the City's contracts with medical insurance carriers, eligible employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the following providers:
- Kaiser Permanente
 - Blue Shield of California.
- 5.2.2 *Payment of Premiums Costs*—The City shall pay the premium cost for eligible employees and their dependents to the insurance provider for the plan selected by each employee.
- 5.2.2.1. *Employee HMO Medical Premium Cost*—All employees on the City's medical plans shall contribute an amount equal to 10% of the HMO premium cost based on plan choice and category of coverage (single, two, family).
- 5.2.2.2. *Employee Non-HMO Medical Plan Premium Cost*—In addition, employees enrolled in more expensive plans than the HMO Plans pay

the difference between the HMO rate and the premium rate for their selected plan based on the plan provider and coverage size (single, two, family).

- 5.2.3 *Effective Date of Coverage*—The effective date of health insurance shall be the first of the month following the date of hire, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City. Dependent coverage shall terminate on the date prescribed by each health insurance carrier's contract for discontinuance of dependents no longer eligible for coverage.
- 5.2.4 *Medical Plan Modifications*—Should the City determine that there ought to be an amendment in medical plan providers, such as an add, delete, or change, the City will undertake this conversion, making every effort to maintain the same level of service to participants without costing the City additional funds for medical plan premiums.
- 5.2.5 *Federal- or State-mandated Medical Insurance Participation*—Should either state or federal statutes mandate that the parties to this MOU participate in a national or state health plan, health care benefits currently provided to employees covered by this MOU will not be diminished nor will the employee's cost for maintenance of these benefits be increased beyond any provided in this MOU.
- 5.3 *Dental Insurance*—
 - 5.3.1 *Core Dental Plan*—Employees and their dependents shall be provided dental insurance, subject to the terms and conditions of the City's contract with the provider.
 - 5.3.2 *Calendar Year Maximum*—The annual maximum benefit is \$1,500.
 - 5.3.3 *Orthodontia*—The lifetime orthodontia coverage is \$1,000 for eligible dependents.
 - 5.3.4 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.
 - 5.3.5 *Effective Date of Coverage*—Coverage is effective on the first day of the month following completion of 6-full-months of employment with the City, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.
 - 5.3.6 *Buy-up Dental Plan*—Subject to the terms and conditions of the City's contract with the provider, employees may participate in an enhanced dental plan by paying the additional coverage costs over the core dental plan.
- 5.4 *Vision Insurance*—Subject to the terms of the City's vision insurance plan, employees and their dependents shall be provided vision insurance.
 - 5.4.1 *Available Plan*—Employees and their dependents shall be provided vision

- insurance, subject to the terms and conditions of the City's contract with the provider. The plan provided by the City for members of the Unit shall afford tinted eyeglass lenses.
- 5.4.2 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.
- 5.4.3 *Effective Date of Coverage*—Coverage is effective on the first day of the month following date of hire. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.
- 5.5 *Discretionary Benefit Option*—An employee may elect, once each year, to have the City pay \$550 per month in lieu of medical, dental, and vision benefits into the employee's deferred compensation account. If an employee exceeds the deferred compensation annual maximum contribution limit, any remaining City contributions will be made to the employee's Medical After Retirement Account (MARA).
- 5.5.1 *Proof of Alternate Insurance*—The employee must provide proof of alternate medical insurance and will be held responsible for maintaining his/her own medical insurance benefits through the alternate source.
- 5.5.2 *Exercising the Option*—Employees wishing to exercise this option may do so by submitting a completed Discretionary Benefit Option form to the Human Resources Department. Employees may change the discretionary benefit option once each year during the open enrollment period for medical plans, or at another time during the year provided the employee can demonstrate to the City's satisfaction a bona-fide need.
- 5.6 *Hepatitis "B" Vaccination*—The City's medical plans provide for the Hepatitis "B" Vaccination and employees who desire such vaccination shall obtain the vaccination through these plans. The City will provide at City expense, a hepatitis "B" vaccination to employees who are unable to obtain one under their medical plan (i.e., Discretionary Benefit Option participants) through the City's occupational health services provider.
- 5.7 *Life/Accidental Death and Dismemberment Insurance*
- 5.7.1 *Sworn Personnel*—
- 5.7.1.1 *Term Life Value*—Subject to the terms and conditions of the City's contract with the provider, the Term Life Insurance for employees will be provided in the amount of \$5,000.
- 5.7.1.2 *AD&D Value*—Subject to the terms and conditions of the City's contract with the provider, Accidental Death and Dismemberment Insurance for employees will be provided in the amount of \$5,000.
- 5.7.2 *Civilian Personnel*—
- 5.7.2.1 *Term Life Value*—Subject to the terms and conditions of the City's contract with the provider, the Term Life Insurance for employees will be provided in the amount of \$50,000.
- 5.7.2.2 *AD&D Value*—Subject to the terms and conditions of the City's contract with the provider, Accidental Death and Dismemberment

Insurance for employees will be provided in the amount of \$50,000.

- 5.7.3 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees to the insurance provider.
- 5.7.4 *Effective Date of Coverage*—Coverage is effective on the first day of the month following date of hire. Coverage shall terminate on the date the employee ceases to be an employee of the City.
- 5.7.5 *Supplemental Life Insurance*—Employees have the option of purchasing supplemental life insurance based on the terms and conditions of the City's contract with the insurance provider.
- 5.8 *Disability Insurance Program* —
 - 5.8.1 *Sworn Disability Insurance*— All sworn employees in this unit shall be required to pay for and maintain Long-term Disability Insurance coverage, subject to the terms and conditions of the South San Francisco Police Association's contract with the California Law Enforcement Association. This contract provides for payment of up to $\frac{3}{4}$ th of the base salary of an employee who qualifies for such payment under provisions of the Plan.
 - 5.8.1.1 *Cost*—Since all sworn employees must pay for and maintain their long-term disability insurance, the City will provide to the Police Association on behalf of each sworn officer the long-term disability insurance costs.
 - 5.8.1.2 *Eligibility*—An employee who is disabled from performing the full scope of the usual and customary duties of the classification as the result of an injury or illness and who has utilized all accrued paid leave and sick leave that the employee is eligible up to the 60-calendar day of disability, may file an application for Long-term Disability Insurance benefits in accordance with the requirements of the South San Francisco Police Association's Long-term Disability Insurance Policy.
 - 5.8.2 *Civilian Disability Insurance*—Subject to the terms and conditions of the City's contract with the provider, only full-time employees shall be provided Short-term Disability (STD) and Long-term Disability (LTD) insurance. If an eligible and covered employee becomes disabled while insured, the provider will pay benefits according to the terms of the group policy after receipt of satisfactory proof of loss.
 - 5.8.2.1 *Short-term Disability*—After a 20-calendar day waiting period, an eligible employee may receive 66.67% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount, until LTD benefits begins.
 - 5.8.2.2 *Long-term Disability*—After a 90-calendar day waiting period, an eligible employee may receive 66.67% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount.

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- 5.8.2.3 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees to the insurance providers.
- 5.8.2.4 *Eligibility*—An employee who is disabled from performing the full scope of the usual and customary duties of the classification as the result of an injury or illness and who has utilized all accrued paid leave and sick leave that the employee is eligible up to the 20th calendar day of disability, may file an application for Short-term or Long-term Disability Insurance benefits in accordance with the requirements of the City's Short- or Long-Term Disability Insurance Policy.
- 5.8.3 *Effective Date of Coverage*—Coverage is effective the first day of the calendar month following the date of hire. Coverage ends on the date employment terminates.
- 5.8.4 *City Determination*—Upon an employee qualifying for Long-term Disability Insurance benefits, the City shall determine one of the following:
- 5.8.4.1 *Permanent and Stationary Status*—Whether the employee's disability from performing the full scope of the usual and customary duties of the employee's classification is permanent and stationary.
- 5.8.4.2 *Recovery Status*—Whether the medical prognosis for the employee's eventual ability to completely recover to a point of being able to assume the full scope of the usual and customary duties of the employee's classification is such that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof.
- 5.8.5 *Permanent and Stationary Determination*—If the City determines that the employee's disability from performing the full scope of the usual and customary duties of the employee's classification is permanent and stationary, then the City may, in accordance with applicable law, retire the employee or otherwise separate the employee from the City's service or from the employee's classification.
- 5.8.6 *Temporary Determination*—If the City determines that the employee's disability in performing the full scope of the usual and customary duties of the classification is such that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof, the City may in accordance with applicable law, grant the employee a leave of absence with or without pay for a period appropriate to the time necessary to determine the employee's ability to completely recover or the City may not grant such leave and separate the employee from the City's service.
- 5.8.7 *Permanent and Stationary Determination During Leave of Absence*—If the City grants an employee a leave of absence without pay for the purpose of providing the employee with the ability to completely recover and the employee's disability becomes permanent and stationary during the period of such leave, then in accordance with applicable law, the City may retire the employee on a disability retirement or separate the employee from the City's

- service or from his/her classification at such time as the employee's condition becomes permanent and stationary.
- 5.8.8 *Accrued Vacation Payment*—Upon becoming eligible for Long-term Disability Insurance benefits, and upon being granted a leave of absence without pay for a period appropriate to the time necessary to determine an employee's ability to completely recover, the City will pay, at the request of the employee, any accrued vacation time for which the employee qualifies.
- 5.8.9 *Insurance Premium Payment*—The City will continue to pay insurance premiums on behalf of the disabled employee and eligible dependents, pursuant to the provisions for such payments otherwise provided in this Agreement until the actual date of separation from City employment of the employee.
- 5.9 *Section 125 Flexible Benefit Plan*—Subject to the terms and conditions of the City's plan and the governing laws relating to Flexible Benefit Plans, each employee may participate in any or all of the plan's three (3) components. Section 125 benefits are available for employees and their eligible dependents as defined by the U.S. Tax Code.
- 5.9.1 *Premium Contribution*—Participants may pay premium contributions for employee and/or dependent coverage under the City's health care coverage plan(s) on a pre-tax basis.
- 5.9.2 *Health Care Reimbursement Account*—Effective January 1, 2013, participants may set aside salary of up to \$2,500 per year on a pre-tax basis to be used to reimburse their qualified health care expenses not covered by health care coverage plans.
- 5.9.3 *Dependent Care Reimbursement Account*—Participants may set aside salary of up to \$5,000 per year on a pre-tax basis for reimbursement for the purpose of covering qualified dependent (child, parent, etc.) care expenses.

Article 6. Retirement Benefits

- 6.1 *Deferred Compensation Program*—All regular employees are eligible to participate, subject to the terms and conditions of the City of South San Francisco's deferred compensation plan.
- 6.2 *Retirement Plan*—Retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS).
- 6.2.1 *Sworn Personnel Safety Retirement Formula*—
- 6.2.1.1 *3% at Age 50*—Classic Members as defined by CalPERS who were hired before April 24, 2010 will be provided a retirement benefit formula of 3% at age 50 with one-year final compensation.
- 6.2.1.2 *3% at Age 55*—Classic Members as defined by CalPERS who were hired on or after April 24, 2010 will be provided a retirement benefit formula of 3% at age 55 with 3-year final compensation.
- 6.2.1.3 *2.7% at Age 57*—New Members as defined by Public Employees'

Pension Reform Act (PEPRA) who are hired on or after January 1, 2013 will be provided a retirement benefit formula of 2.7% at age 57 with 3-year final compensation.

6.2.1.4 *1959 Survivor Benefit Level 3*—Benefit for PERS members not covered by Social Security that provides a monthly allowance for survivors as provided by Government Code 21573.

6.2.2 *Civilian Personnel Miscellaneous Retirement Formula*—

6.2.2.1 *2.7% at Age 55*—Classic Members as defined by CalPERS who were hired before April 24, 2010 will be provided a retirement benefit formula of 2.7% at age 55 with one-year final compensation.

6.2.2.2 *2% at Age 60*—Classic Members as defined by CalPERS who were hired on or after April 24, 2010 will be provided a retirement benefit formula of 2% at age 60 with 3-year final compensation.

6.2.2.3 *2% at Age 62*—New Members as defined by PEPRA who are hired on or after January 1, 2013 will be provided a retirement benefit formula of 2% at age 62 with 3-year final compensation.

6.2.3 *Military Service Credit*—Military Service Credit as public service as provided by Government Code 21024.

6.2.4 *Sick Leave Service Credit*—Sick Leave Service Credit as set forth in Government Code 20965.

6.2.5 *Employee's Contribution to Retirement System*—Employee's Contribution to Retirement System—All employees shall pay the employee contribution to the Public Employees' Retirement System. The employee contribution for Classic members as designated by CalPERS is 9% for Classic Safety, 8% for Classic Miscellaneous hired before April 24, 2010, and 7% for Classic Miscellaneous hired on or after April 24, 2010. New Members as designated by CalPERS shall pay 50% of the total normal cost rate, in accordance with Government Code 7522.30. Employee contributions will be tax-deferred under IRC Section 414(h)(2).

6.2.6 *Police Safety Classic Members PERS Cost-Sharing Contribution*—Effective with the implementation of the PERS amendment and as authorized by GC 20516(f), the Association and the City agree to a pension-cost sharing arrangement where all Police Safety Classic members shall pay, in addition to the current 9% employee contribution, an additional amount towards the employers' PERS contribution as indicated below. The contributions will be tax-deferred under IRC section 414(h).

- Year 1 (July 1, 2017-June 30, 2018) effective first full pay period of July 2017: employees will contribute an additional one percent (1.0%) for a total of 10% employee contribution
- Year 2 (July 1, 2018-June 30, 2019) effective first full pay period of July 2018: employees will contribute an additional one percent (1.0%) for a total of 11% employee contribution

- Year 3 (July 1, 2019-forward) effective first full pay period of July 2019: employees will contribute an additional one percent (1.0%) for a total of 12% employee contribution.

Employee contributions will be credited to each member's account as normal contributions and will be refundable to members who separate from CalPERS covered employment and elect to withdraw their contributions.

6.3 *Unused Accrued Sick Leave*—An employee shall receive a sick leave payout for unused accrued sick leave in the following circumstances:

- Death; or
- Disability Retirement from CalPERS; or
- Full service retirement provided that all the following conditions are met:
 - 20 years of consecutive full time City service;
 - Simultaneous retirement from City service and receipt of a service retirement from CalPERS.

Payment shall be made for half of the accumulated unused sick leave hours up to a maximum payable hours of 600 (50% of 1,200 hours). Payment is to be made at the employee's enhanced hourly rate.

6.4 *Retired Employee Health Benefits*—

6.4.1 *Group Medical Insurance for Qualifying Retirees*— An employee who was hired by the City prior to April 24, 2010 may elect to continue his or her City sponsored medical insurance if the employee is enrolled in the City's group medical plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have a total of five (5) years of City service and at least one (1) year of continuous City employment at the time of his or her retirement. The monthly premium that the City will make for retiree medical insurance pursuant to this provision equals the monthly monetary contribution that the City makes for single retiree medical HMO coverage. Retirees will be required to pay any additional costs in order to receive retiree medical benefits. An eligible retiree may also elect to continue dependent coverage provided that the retiree bears the full premium costs for any eligible dependents.

6.4.2 *Medical After Retirement Account (MARA)—Employees Hired On or After April 24, 2010 Employer Contribution*—The City shall make a contribution equal to one and one-half percent (1.5%) of such an employee's base salary toward a MARA (VEBA, or similar vehicle such as RHS plan). *Mandatory Employee Contributions*—All employees shall contribute 1% of base pay each pay period effective pay period ending July 8, 2010

6.4.3 *Group Dental Insurance for Qualifying Retirees*—An employee may elect to continue his or her City sponsored dental insurance if the employee is enrolled in the City's group dental plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have been hired by the City prior to April 24, 2010, and have served a total of a total of

- five (5) years of City service and at least one (1) year of continuous City employment at the time of his or her retirement. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing dental coverage.
- 6.4.4 *Group Vision Insurance for Qualifying Retirees*—An employee may elect to continue his or her City sponsored vision insurance if the employee is enrolled in the City's group vision plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have been hired by the City prior to April 24, 2010, and have served a total of a total of five (5) years of City service and at least one (1) year of continuous City employment at the time of his or her retirement. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing vision coverage.
- 6.4.5 *Surviving Spouse Benefit*—The City will allow the spouse of a deceased employee/retiree to purchase medical insurance from a City-provided medical plan at the City's premium rate provided all of the following conditions are met: the employee/retiree must be enrolled in the health plan prior to death; there is no cost to the City; the provider does not require a City contribution; and the City is held harmless if the coverage is discontinued.
- 6.4.6 *Continued Retiree Health Eligibility* —A retiree must continually receive a CalPERS retirement allowance in order to remain eligible to receive retiree medical insurance contributions. Any retiree that un-retires from CalPERS and returns to active service with a CalPERS covered agency, excluding active service with the City of South San Francisco, will permanently forfeit their eligibility for retiree medical benefits pursuant to this provision. A retiree that un-retires from CalPERS and returns to active service with the City of South San Francisco is eligible to resume his/her retiree health benefits upon retiring again from the City after at least one (1) year of continuous service. The City Manager may approve an exception to the one (1) year of continuous service requirement in the event of an unforeseen circumstance that prevents the employee from completing the year of service.
- 6.5 *Retirement Health Savings (RHS) Plan*—Police Association member employees may participate in the RHS Plan to the extent permitted under the existing RHS Plan policy. The plan participation rules, are hereby structured through this agreement as follows:
- 6.5.1 *Mandatory Employee Contributions*—All employees shall contribute 1% of base pay each pay period effective pay period ending July 8, 2010.

Article 7. **Holidays**

- 7.1 *Authorized Holidays*—The City observes the following holidays.
- 7.1.1 *Full-day Holidays*—The City shall observe the following full-day holidays.

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day Observed
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Fourth Thursday in November	Day After Thanksgiving
December 25	Christmas Day

- 7.1.2 *Half-day Holidays*—In addition, the City observes the following half-day holidays.

December 24	Christmas Eve Day
December 31	New Year's Eve Day

- 7.2 *Shift Holiday Pay*—Employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays shall receive 8 hours of holiday pay for a full-day holiday and 4 hours of holiday pay for a half-day holiday. Holiday pay is compensated at the enhanced hourly rate of pay and is paid in addition to hours worked, provided the employee is on paid status the working day before and work day after the holiday.

- 7.3 *Discretionary Holiday*—Each regular employee shall be eligible for one 8-hour holiday each calendar year in addition to the holidays observed by the City. An employee who has not used the discretionary holiday prior to the last day of the last payperiod in the calendar year shall forfeit the receipt of compensated time or pay for the holiday that calendar year. There is no payout of discretionary holiday.

Article 8. Leaves

8.1 *Vacation*—

- 8.1.1 *Vacation Leave Accrual*—Employees shall be entitled to accrue annual vacation without loss of pay in accordance with the following schedule:

<i>Accrual Rate Per Length of Service</i>	<i>Biweekly</i>	<i>Annually</i>
1 st through 4 th year, inclusive	4.62 hours	120 hours
5 th through 14 th year, inclusive	6.15 hours	160 hours
15 th through 24 th year, inclusive	7.69 hours	200 hours
25 th and succeeding years	9.23 hours	240 hours

- 8.1.2 *Vacation Buy-back*—Employees who have scheduled a minimum of 2 workweeks of vacation during each calendar year shall be permitted to receive the cash value of up to 48 hours of unused but accrued vacation. Requests for payment of accrued vacation may be processed within 45 days of such scheduled leave.

- 8.1.3 *Maximum Accumulation*—Effective July 1, 2012, employees may accumulate up

to two times their annual accrual amount of vacation hours. Once an employee has accumulated two times the annual accrual, no further vacation leave will accrue until the pay period after the vacation balance has been reduced below the two-year cap.

- 8.1.4 *Vacation Compensation*—An employee who retires or separates from City employment and who has unused accrued vacation time shall be compensated at the employee's enhanced hourly rate of pay for all unused accrued vacation.
- 8.2 *Bereavement Leave*—An employee may be granted leave of absence without loss of salary or benefits upon the death or for the funeral of a family member as defined below:
 - 8.2.1 *Definition of Family Member for Bereavement Leave*—For the purpose of bereavement leave, a family member is defined as a spouse, domestic partner registered with the State of California, child, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. In addition, the Chief of Police may grant bereavement leave to an employee upon the death or for the funeral of some other person, if in the opinion of the Chief of Police, there existed an extraordinarily close familial relationship between the employee and such other person.
 - 8.2.2 *Leave Within California*—Employees may be granted up to a maximum of 24 hours of bereavement leave per occurrence for the death or for the funeral of a family member residing within California.
 - 8.2.3 *Leave Outside California*—Employees may be granted up to a maximum of 40 hours of bereavement leave per occurrence for the death or for the funeral of a family member residing outside of California.
- 8.3 *Sick Leave*—
 - 8.3.1 *Sick Leave Eligibility*—Every regular and probationary employee, except those employees who work less than full-time, who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his/her classification as the result of an injury or illness, that is not industrially caused, shall be eligible to receive sick leave without loss of salary or benefits, within the limits set forth below.
 - 8.3.2 *Amount of Sick Leave*—Each employee will accrue 8 hours per month of sick leave. Such leave may be accumulated without limit.
 - 8.3.3 *Advancing Sick Leave*—Any employee who has an accrued available sick leave of less than 96 hours can be advanced up to a maximum of 88 hours of sick leave after exhaustion of all accrued sick leave.
 - 8.3.4 *Sick Leave Definition*—Sick leave as used herein, is defined as a period of time during which the employee suffers actual illness or injury that necessitates absence from employment. Sick leave is not a right or privilege to be used at the discretion of the employee.
 - 8.3.5 *Sick Leave Request*—An employee shall make a written request for paid sick leave for each occurrence of sick leave on such forms and in accordance with

such policies and procedures established for sick leave requests by the Chief of Police.

8.3.5.1 *Approval of Sick Leave Request*—The Chief of Police shall review all sick leave requests and, if approved, the request for paid sick leave shall be granted. The Chief of Police shall not unreasonably withhold approval of sick leave requests.

8.3.5.2 *Notification*—The employee must notify his/her immediate supervisor prior to, or within 2 hours of, the commencement of the daily work period for which sick leave is sought.

8.3.5.3 *Verification of Injury or Illness*—

8.3.5.3.1 *Usual Verification*—An employee requesting paid sick leave shall provide reasonable verification of the illness or injury, usually in the form of the employee's personal statement of injury or illness.

8.3.5.3.2 *Doctor's Verification*—The Chief of Police may require a verification prepared and signed by a medical doctor, physician's assistant or nurse practitioner stating the employee is or was unable to perform his or her regular job duties and confirming that the employee has fully recovered and is able to perform the full scope of the normal and customary duties of the classification. This verification shall be required when an employee is absent due to illness or injury for a period of 39 hours or more. In addition, the Chief of Police may require a medical verification any time the Chief has a reasonable basis to believe that the leave has been abused by an individual employee. Such medical verification requests shall not be unreasonably imposed.

8.3.6 *Medical Appointment Leave*—Employees shall receive leave with pay for appointments with medical doctors and dentists. Such leave shall be authorized only for the actual time necessary for the appointment. Employees shall be required to submit a personal statement describing the nature and need of such visits. The City reserves the right to confirm or verify and appointment for which such leave is authorized.

8.3.6.1 *Medical Appointment Leave Charged to Sick Leave*—The first 8 hours per year of medical appointment leave will not be charged to sick leave, all other absences related to medical appointments shall be charged to sick leave.

8.3.7 *Sick Leave Management Plan*—The City's Sick Leave Management Policy Administrative Instruction defines abuse of sick leave as the use of sick leave for purposes other than illness or injury. Consistent with this policy, the monitoring, management, maximum use of sick leave, and reporting should conform to a general City standard. Therefore, employees working 8-hour

shifts, who exceed 56 hours or 7 occurrences and employees working 10-hour shifts who exceed 70 hours or 7 occurrences of sick leave per year will be subject to a review of sick leave usage.

- 8.4 *Sick Leave as Family Care Leave ("Kin Care")*—Employees accrue sick leave each year as defined in the sick leave article of this agreement. In recognition of Labor Code 233, effective 1/1/00, employees are permitted to use up to half of their annual sick leave allotment, in any calendar year, for the purpose of obtaining medical consultation, treatment, or for caring of a sick family member as defined below.

- 8.4.1 *Definition of Family Member for Sick Leave as Family Leave Purposes*—A family member shall include the employee's child, parent, spouse or domestic partner registered with the State of California, as defined in Labor Code 233.

- 8.4.2 *Leave Amount*—The combined total of hours taken for family care purposes pursuant to Labor Code section 233, including any leave used from the Paid Family Care Leave provision, if eligible, shall not exceed one-half of the employee's annual allotment of sick leave.

- 8.5 *Concurrent Use of Leave*—This leave may run concurrently with any family care leave permitted under federal or state law.

- 8.6 *Notification Procedures*—Leave usage forms and notification procedures will continue to be used, provided the City reserves the right to take such action it deems necessary to confirm or verify use of this leave.

- 8.7 *Light-duty Program*—The purpose of this light-duty program is to minimize the loss of productive time, while at the same time reintroduce the employee to work to prevent deterioration of skills, facilitate recovery, and reduce income loss. Light-duty assignments will be structured so employees are not placed in a duty status that would aggravate or cause a reoccurrence of injury or illness. Light-duty assignments will not be made unless the employee receives medical clearance from the treating physician to return for light-duty work. If applicable, this program shall be coordinated with appropriate workers' compensation benefits so that benefits are provided at the level not less than those mandated by state law.

- 8.7.1 *Coverage*—This light-duty program will cover any employee who suffers a temporary and partial disability due to an industrial or non-industrial injury or illness.

- 8.7.1.1 *Determination/Required Reports*—

- 8.7.1.1.1 *Assignments*—Light-duty assignments may be made following evaluation and determination by the Chief of Police. The determination will be based on available medical information, and consultation with the employee or the affected supervisor. Determinations will also be based on the needs of the City and the impact of light duty work on departmental operations. The evaluation and determination of light-duty assignments will be based on the employee's medical restrictions and upon agreement of the Chief of Police, the employee, and the affected

supervisor.

8.7.1.1.2 *Medical Updates*—After the initial report, updated medical reports shall be submitted to the Chief of Police at 2-week intervals, or at other agreed-upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether a light-duty assignment has been made. Reports will be evaluated by the Chief of Police for purposes of continuing or terminating a current light-duty assignment or to determine when to commence a light-duty assignment.

8.7.1.2 *Light-duty Assignment, Definitions, and Restrictions*—Light-duty assignments shall only be provided to employees with temporary disabilities where it has been medically determined that the employee will be able to return to the essential functions of his/her current job with or without accommodation. Under no circumstances shall the light-duty assignment be considered to be a permanent alternative position for purposes of reasonable accommodation under the American with Disabilities Act. Light-duty assignments:

- May consist of reduced work hours, limited work, or any combination thereof.
- Will not adversely affect the employee's enhanced hourly rate of pay.
- Will be within the employee's assigned department; or if no regular work is available, the employee may be assigned work outside of the department, consistent with the employee's skill and ability.
- When feasible, light-duty work will be during the employee's normal shift and duty hours. However, if it is determined that no useful work will be performed during the normal shift or duty hours, the employee can be assigned light-duty work during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, or to an alternate shift.
- Will be developed based on available specific light-duty assignments on a case-by-case review of the medical restrictions, so as not to aggravate an injury or illness.
- Will not be placed in light-duty assignments that, in the normal course of events, will require that the employee provide direct field emergency response.

8.7.1.3 *Holidays/Vacations During Light-duty Assignments*—

8.7.1.3.1 *Holidays Observed*—Holidays shall be observed in accordance with the light-duty assignment work hours and workweek. That is, if an employee is assigned to work

hours in a department, division, or operating unit where employees in that work unit take a holiday off, so shall the light-duty employee. If the employee is assigned to work hours in a department, division, or operating unit where employees in that work unit work holidays, so shall the light-duty employee. Compensation for holidays shall be in accordance with this agreement.

8.7.1.3.2 *Vacations*—Employees assigned to light duty shall take their vacation as normally scheduled. Vacations shall cover the same number of workdays and calendar days as would have been if the employee had remained on full duty. Employees may reschedule their vacation with the approval of the Chief of Police, provided the rescheduling does not result in increased costs or lost time to the City for relief staff to cover the rescheduled vacation.

8.7.2 *Return to Full Duty*—Employees will be returned to full duty as soon as possible following medical certification that the employee is able to resume the full duties of the classification with or without reasonable accommodation.

8.8 *Pregnancy-related Disability Leave*—Employees may be granted leave up to the maximum period of time permitted by law for disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions or for reason of the birth of a child or the placement of a child with an employee in connection with adoption.

Article 9. Recreational Facilities and Classes

9.1 *Admission to Classes*—All full-time regular employees shall be entitled to free admission to City recreation facilities and to free enrollment in up to 5 recreational classes during a 12-month period (lab fees or ingredient fees not included).

9.2 *Use of Facilities*—Employees using City recreation facilities and enrolled in City recreational classes shall engage in such activities on the employee's non-work time. Employee admission to recreation facilities and recreation classes shall be accomplished in conformance with the rules and regulations established by the Parks and Recreation Department.

Article 10. Layoff

10.1 *Layoff*—Whenever, in the judgment of the City Council, it becomes necessary in the interest of economy, because of lack of need for the position, or employment involved no longer exists, the City Council may abolish any position or employment in the competitive service and layoff, reassign, demote, or transfer an employee holding such position or employment without filing written charges. The appointing

- authority may likewise layoff an employee in the competitive service because of material change in duties or organization, or because of shortage of work funds.
- 10.2 *Seniority*—Seniority, for the purpose of layoff, is defined as length of continuous full-time employment within the service of the City, and does not include service in a provisional and temporary status. Seniority shall be retained, but shall not accrue during any period of leave without pay, except as authorized by state or federal law.
- 10.3 *Order of Layoff*—When one or more employees working in the same class in a City department are to be laid off (provisional and temporaries therein, having already been terminated), the order of layoff in the affected department shall be probationary employees in reverse order of seniority, then regular employees in reverse order of seniority. Should 2 or more employees have identical City service seniority, the order of layoff will be determined by classification seniority. Whenever 2 or more employees have identical classification seniority, the order of layoff shall be determined by an established departmental seniority policy (badge numbers) or in the absence or dispute thereof, random selections.
- 10.4 *Notice of Layoff*—Employees shall be sent written notice, including reasons therefore, by Certified Registered Mail, Return Receipt Requested or be personally served a minimum of 20-working days prior to the effective date of layoff. An employee receiving said notice may respond in writing to the City Manager. The employee's representative shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives, that do not include the consideration of the merits, necessity, or organization of any service or activity. The provisions below, must be requested by the employee in writing 15-working days prior to the effective date of layoff.
- 10.5 *Layoff Re-employment/Reinstatement List*—
- 10.5.1 *Classification Reinstatement List*—Probationary and regular employees who are reclassified and/or demoted as a result of a reduction in force, shall have their names placed on a classification reinstatement list in order of their seniority. Vacant positions within the classification shall first be offered to employees on this list.
- 10.5.2 *Like Classification Reinstatement Opportunities*—Employees who are laid off shall have their names placed on a re-employment list of classifications that, in the opinion of the Director of Human Resources, require basically the same qualifications, duties, and responsibilities as those of the classification from which the layoff occurred, in order of seniority. Vacant positions in such classifications shall be offered to the re-employment list who qualify for such vacancies prior to an open or promotional recruitment.
- 10.5.3 *Duration of Re-employment/Reinstatement Lists*—No name shall be carried on a reinstatement or re-employment list for a period of longer than 2 years. Refusal to accept the first offer of reinstatement or re-employment within the same classification shall cause the name to be dropped from the list. Individuals not responding to written notification forwarded to their last given

address by certified mail, return receipt requested, of an opening within 10-working days from mailing shall have their names removed from either the reinstatement or re-employment list. Individuals who do not meet current employment standards (i.e., medical, licenses, etc.), shall have their names removed from either the reinstatement or re-employment list.

- 10.5.4 *Probationary Returns*—Probationary employees appointed from a reinstatement or re-employment list must serve the remainder of their probationary period in order to attain regular status.

Article 11. Disciplinary Actions

- 11.1 *Action by City*—The City shall take disciplinary action against a regular employee for misconduct including, but not limited to: chronic absenteeism; incompetence; insubordination; failure to follow work rules; misstatement of fact on an application or other personnel document; falsification of leave, unfitness for duty, and absence without authorized leave. Disciplinary actions may take the form of suspension, pay reduction, demotion, or discharge.
- 11.2 *Chief of Police Action*—All disciplinary action taken against an employee must receive the prior approval of the appointing authority except under emergency circumstances that dictate immediate suspension of the employee by the Chief of Police. In such cases, Chief of Police shall immediately report the action taken to the appointing authority who shall review the case and make a determination concerning the appropriateness of the suspension and the further disciplinary action.
- 11.3 *City Manager Approval*—All actions resulting in salary reductions shall be subject to review by the appointing authority and the Chief of Police within 30 days following the effective date of the initial action and at regular intervals thereafter. Actions resulting in demotions may be reviewed at the sole discretion of the appointing authority.
- 11.4 *Notice of Disciplinary Action*—The City shall provide the affected employee with written notice prior to taking disciplinary action, except where circumstances dictate that the City take immediate action to remove the employee from the work place. In such cases, written notice, as set forth below, shall be provided the employee within 2 working days from the date of the action. In all cases, written notice of disciplinary action shall be served on the employee personally or by certified registered mail, with a copy of the notice placed in the employee's personnel file.
- 11.4.1 *Written Notice*—The written notice shall contain the type of disciplinary action, the effective date of the action, the reason or cause for the action, that the employee will be provided copies of all materials upon which the action is based, and that the employee has the right to respond, either orally or in writing, to the authority initially imposing the discipline. As required by law, the department will provide copies of materials relied upon in proposing the discipline at the time discipline is proposed.

- 11.4.2 *Notice Timelines*—Except for instances where disciplinary action must be imposed immediately, the notice shall be provided to the employee no later than 10-working days before the disciplinary action is to be effective. Where immediate disciplinary action has been imposed, such action will not be final until the aforementioned notice has been furnished to employee and the employee has been provided up to 10-working days from receipt of the notice an opportunity to respond to the authority initially imposing the discipline.
- 11.5 *Appeal Rights*—Once the proposed disciplinary action has been imposed, the affected employee shall have the right to appeal. Appeals of discipline equivalent to a loss of 40 hours of compensation or less, not including a written reprimand, shall be filed directly at the fourth step of the grievance procedure set forth in Rule 14 of the Personnel Rules and Regulations. Appeals of discipline equivalent of a loss of more than 40 hours of compensation shall be filed pursuant to the appropriate *Arbitration Procedure for Disciplinary Matters* contained within this agreement.

Article 12. Grievance Procedure for Non-Disciplinary Matters

- 12.1 *Definition of a Grievance*—A grievance is an allegation by an employee or a group of employees that the City has failed to provide a condition of employment that is established by this Agreement, provided that the enjoyment or the condition of employment is not made subject to the discretion of the Chief of Police or the City. This grievance procedure shall not apply to discipline or other matters over which the Personnel Board has jurisdiction pursuant to Title 3 of the Municipal Code, which matters will be handled as provided in the Arbitration articles of this agreement. This grievance procedure for non-disciplinary matters shall be the exclusive means of resolving grievances of employees covered by this Agreement. Only the union or the union's delegate may pursue a grievance under the procedure contained in this Agreement.
- 12.2 *Stale Grievance*—A grievance shall be void unless filed in writing within 45-calendar days from the date upon which the City is alleged to have failed to provide a condition of employment established by this Agreement, or within 45-calendar days from the time an employee might reasonably have been expected to have learned of the alleged failure.
- 12.3 *Informal Discussion with Employee's Supervisor*—Before proceeding to the formal grievance procedure, an employee shall discuss the grievance with the immediate supervisor in an attempt to work out a satisfactory solution. If the employee and immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent him/herself individually, or may request the assistance of an employee representative, who has been officially authorized by the Union to write and formally present the grievance.
- 12.4 *Formal Written Grievance to Captain*—If the employee chooses to formally pursue the grievance, s/he shall present the written grievance to the supervising Captain within

15-calendar days after the date upon which the grieving employee informally discussed the grievance with the immediate supervisor. The written grievance shall specify the Article, Section, and/or Subsection of this Memorandum of Understanding alleged to have been violated by the City and shall specify date, times, persons, remedy requested, and other facts necessary to a clear understanding of the matter being grieved. The Captain shall respond in writing to the grievance within 15-calendar days after receipt of the written grievance. If the grievance is not resolved at this level, the employee shall have 15-calendar days from receipt of the Captain's answer to file an appeal to the Chief of Police.

- 12.5 *Grievance to the Chief of Police*—The Chief of Police or designee shall have 15-calendar days after receipt of the grievance to review and answer the grievance in writing. A meeting between the Chief of Police or designee and the grievant and the grievant's representative may be scheduled in order to facilitate resolution.
- 12.6 *Informal Review by the City Manager*—In the event that the grievance is not resolved by the Chief of Police, the grievant may, within 30-calendar days after receipt of the Chief's decision, request in writing to the City Manager, that the grievance be heard by the City Manager.
- 12.7 *Arbitration of Grievance*—Prior to the selection of an arbitrator and submission of the grievance for hearing by an arbitrator, the City Manager or designee may informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The City Manager or designee shall have 15-calendar days to review and seek adjustment of the grievance.
- 12.8 *Selection of an Arbitrator*—The arbitrator shall be selected by mutual agreement between the City Manager or designee and the grievant or the grievant's representative. If the City Manager or designee and the grievant or the grievant's representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of 7 arbitrators who have demonstrated experience in public sector arbitration. The parties shall then alternatively strike names from the list until only one name remains, and the person shall serve as arbitrator. Lot shall determine the first strike from the list.
- 12.9 *Duty of Arbitrator*—
 - 12.9.1 *Arbitrator Decision*—Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and thereafter to make written findings of fact and disposition of the grievance, which shall be final and binding upon the parties. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Agreement applicable to the grievance, and the arbitrator shall not add to, subtract from, modify, or disregard any of the terms or provisions of the agreement.
 - 12.9.2 *Arbitrator Responsibility*—The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment, specifically covered by the Agreement or, in any respect, to revise, modify or alter, any provision contained in the Memorandum of

Understanding.

- 12.10 *Payment of Costs*—Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. Either party shall have the right to a reporter's transcript of the hearing provided that this cost is born by the requesting party. If the other party elects to utilize a copy of the transcript, the entire costs shall be divided equally. All fees and expenses of the arbitrator shall be borne half by the City and half by the grievant.
- 12.11 *Effect of Failure of Timely Action*—Failure of the Union to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
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Section 2 – Provisions for Sworn Personnel

Article 13. Wages and Compensation for Sworn Personnel

13.1 *Placement*—New employees who have prior police training and/or experience may be compensated at a higher step in the salary schedule for the classification as recommended by the Chief of Police and approved by the City Manager. Such employees shall be required to complete the specified training or time at their initial hire step prior to advancing to the next step of the salary schedule.

13.2 *Incentives*—Only one of the below listed incentives, either the Education Incentive or the Certificate Incentive, will be received by an employee at any given time.

13.2.1 *Education Incentives*—

13.2.1.1 *Associate's Degree*—An employee who has successfully completed probation and who possesses an associate's degree from an accredited institution of learning shall be compensated at a rate 5% higher than the rate for which the employee qualifies pursuant to above.

13.2.1.2 *Bachelor's Degree*—An employee who has successfully completed probation and who possesses a bachelor's degree from an accredited institution of learning shall be compensated at a rate 7.5% higher than the rate for which the employee qualifies pursuant to above.

13.2.2 *Certification Incentive*—

13.2.2.1 *Intermediate P.O.S.T. Certificate*—An employee who has successfully completed probation and who possesses an Intermediate Police Officer's Standards and Training certificate shall be compensated at a rate 2.5% higher than the rate for which the employee qualifies pursuant to above.

13.2.2.2 *Advanced P.O.S.T. Certificate*—An employee who has successfully completed probation and who possesses an Advanced Police Officer's Standards and Training certificate shall be compensated at a rate 5% higher than the rate for which the employee qualifies pursuant to above.

13.2.3 *Eligibility and Written Notification*—It is the employee's responsibility to submit written notification to the department's Training Manager, upon the date of eligibility, requesting the Education or Certification Incentive. The employee will not be entitled to retroactive pay if the written notice has not been submitted, and/or received as in compliance.

13.3 *Special Assignments*—

13.3.1 *Motorcycle*—A Police Officer assigned to Motorcycle duty shall be compensated at the rate 5% higher than the employee's base hourly rate of pay. No more than 5 officers shall be assigned to Motorcycle duty.

13.3.2 *Dog Handler*—The City will pay a 5% premium to canine officers to cover all

time spent working with or caring for the canine. All parties agree that any time spent off duty caring for the dog will not constitute overtime under the MOU, but may be considered for FLSA overtime purposes if the hours worked caring for the canine increases the number of hours worked to more than 171 in a 28 day pay cycle. Any hours over 171 hours in a 28 day cycle which are attributable to dog care will be compensated at the minimum wage. In order to ensure proper canine care, the parties agree that the officers spend no more than 3 overtime hours per 28 day pay cycle for dog care. Rather than requiring the officers to track their hours for purposes of off duty canine care, the City will pay the officers \$40 per month as compensation for any FLSA overtime incurred.

- 13.3.3 *Field Training Officer*—Personnel assigned to Field Training Officer (FTO) duty shall be compensated at the rate 5% higher than the employee's base hourly rate of pay. The department will maintain a list of qualified officers who may temporarily fill FTO duty, as needed; and who will be compensated at the appropriate rate of pay when doing this assignment.
- 13.3.4 *School Liaison*—A Police Officer assigned to School Liaison duty shall be compensated at the rate 5% higher than the employee's base hourly rate of pay. No more than 1 officer shall be assigned to School Liaison duty.
- 13.3.5 *Discontinuing Special Assignments*—The rate adjustment provided above shall be removed in the event a Police Officer discontinues working special-assignment duty. The Officer's rate shall be reestablished at that rate for which the Officer qualifies pursuant to above. The reestablished rate shall become effective upon the date the Officer discontinues working special-assignment duty.
- 13.3.6 *Detective Assignment Compensation* – All Police Officers assigned to the Criminal Investigation Bureau shall receive an increase to their base hourly rate of pay of 5%.
- 13.3.7 *Special Assignment Compensation* – All Police Officers assigned to the Neighborhood Response Team, Bicycle Patrol, or any Task Force shall receive an increase to their base hourly rate of pay of 5%.
- 13.3.8 *FTO Manager* – The Sergeant assigned as the supervisor of the FTO program shall receive an increase to their base hourly rate of pay of 2.5%.

Article 14. Holidays for Sworn Personnel

- 14.1 *Holidays Not Worked*—Employees scheduled to work on a City holiday, but are unable to do so due to a job-related injury, shall receive payment in accordance with this provision as long as they are not receiving compensation from other sources. Employees unable to work a holiday due to illness or injury unrelated to the job shall also be compensated for the holiday pursuant to this provision, provided that the employee submits to the Chief of Police a doctor's certificate verifying the illness or injury, or files a sick leave certification following department procedures.

Article 15. Arbitration Procedure for Disciplinary Matters—Sworn Personnel

15.1 *Appeal Rights*—A regular, non-probationary sworn police officer subjected to punitive action as defined in the Public Safety Officers Procedural Bill of Rights Act (“POBR”) that results in suspension without pay, demotion, disciplinary transfer, or termination may appeal the final decision of the appointing authority to binding arbitration so long as all the following steps are fully complied with.

15.1.1 *Level of Discipline*—The discipline imposed consisted of a termination, demotion, suspension of more than 40 hours, or any other type of discipline that results in a loss of pay of more than 40 hours.

15.1.2 *Written Request for Arbitration*—The employee must submit a written request for arbitration to the Chief of Police, with a copy to the Director of Human Resources which must be received no later than 15 calendar days following the date of the notice of imposition of discipline. If this written request is not received by the Police Chief and the Director of Human Resources within this time frame, the appeal will be waived.

15.1.3 *Selection of an Arbitrator*—An arbitrator will be selected by the employee and the City by mutual agreement from a list of arbitrators who are current members of the National Academy of Arbitrators, and who have at least 5 years of experience handling arbitrations for local public agencies and law enforcement agencies. If the parties cannot agree on a prospective arbitrator, they shall request a list of no less than 7 arbitrators from the California State Mediation and Conciliation Bureau, each of whom is a current member of the National Academy of Arbitrators, and who has at least 5 years of experience handling arbitrations for local public agencies and law enforcement agencies. The parties will attempt to agree on an arbitrator from any such list obtained. If the parties cannot agree on an arbitrator, they shall alternately strike the name of one arbitrator until one name remains, who will be the arbitrator selected.

15.1.4 *Payment of Costs*—The employee and the City will split the cost of the arbitrator’s fee equally. In the event that either party wishes to obtain the services of a court reporter, that party will be solely responsible for the reporter’s fees, including the cost of providing the original transcription to the arbitrator. If the arbitrator, as opposed to either party, requires that the proceedings be taken down by a court reporter, the parties will equally split the cost of the reporter’s fee and the cost of the original transcript. Each party will pay for the cost of an additional copy for the use of that party if a copy is desired. If neither party elects to obtain a court reporter and the arbitrator does not require one, the proceedings will be memorialized by tape recording made and retained by the City. The union may defer to the Legal Defense Fund or other entity employed for the purpose of providing legal representation to bargaining unit members for purposes of payment of any

costs associated with the arbitration.

15.1.5 *Arbitrator Duty*—The arbitrator will be empowered to hear evidence, review exhibits, hear argument and make findings of fact and conclusions. Based on those findings and conclusions, the arbitration shall make a final and binding determination about the merits of the appeal. The arbitrator is not empowered to make any alterations to the terms and conditions of this MOU, or to the City's rules, regulations, policies or procedures. The arbitrator is not empowered to make any order or directive that would require any party to commit an illegal act.

15.1.6 *Arbitration Decision*—The parties agree that any decision rendered by the arbitrator will be final and binding, meaning that it cannot be appealed to any other legal or administrative tribunal, except pursuant to Code of Civil Procedure section 1285 et seq. which allows parties to petition a court to confirm, correct or vacate an arbitration award.

15.2 *Appeal to the Chief*—A regular, non-probationary sworn police officer subjected to punitive action as defined in the Public Safety Officers Procedural Bill of Rights Act ("POBR") that results in adverse action other than suspension without pay, demotion, disciplinary transfer, or termination may appeal the punitive action to the Police Chief so long as all the following steps are fully complied with.

15.2.1 *Written Request to Chief of Police*—The employee must submit a written request for a hearing to the Chief of Police, with a copy to the Director of Human Resources which must be received no later than 15 calendar days following the date of the notice of the punitive action.

15.2.2 *Hearing*—At the hearing before the Chief of Police, or the person designated by the Chief of Police to hear the matter, the Department will present evidence to the Chief of Police or designee in support of the action, and the employee may present such testimony, documentary evidence and argument as he or she chooses to present in support of the employee's position. The hearing may be, but is not required to be tape recorded.

15.2.3 *Representation*—This hearing is not a formal judicial proceeding, and the parties will not be permitted to confront and cross examine witnesses. The employee may be represented by a union representative or counsel at the hearing.

15.2.4 *Final Decision*—Any decision made by the Chief of Police will be final and not subject to further appeal by the employee or the union.

Section 3 – Provisions for Civilian Personnel

Article 16. Wages and Compensation for Civilian Personnel

16.1 *Special Compensation—*

16.1.1 *Acting Supervisor Compensation—*An employee in a classification below the level of a first-line supervisor who is assigned to perform the duties of a first-line supervisor or above shall receive added compensation for all time served in the acting capacity at the rate of pay for which the employee would qualify, were the employee to be promoted to the acting classification.

16.1.2 *Temporary Assignment to Higher-level Classification—*An employee in a first-line supervisory or higher classification who is assigned to perform the duties of a higher classification for a period of 30-calendar days or more shall receive added compensation for all time so served at the rate of pay for which the employee would qualify, were the employee promoted to the higher classification. An employee in a first-line supervisory classification or higher classification who is assigned to perform the duties of a higher classification for a period of time of less than 30-calendar days shall not receive any additional compensation for any of the time spent in the performance of such duties.

16.1.3 *Training Duty Pay—*Personnel assigned to training duty shall be compensated at the rate of 5% higher than the employee's base hourly rate of pay. The department will maintain a list of qualified personnel who may temporarily fill training duty, as needed; and who will be compensated at the appropriate rate of pay when doing this assignment.

16.2 *Incentive—*

16.2.1 *Education Incentive—*An employee who has successfully completed the probationary period and who has one of the following shall receive additional compensation.

16.2.1.1 *Associate's Degree—*An associate's degree from an accredited institution of learning or who has completed 60 accredited units in education, which are work-related shall be compensated at a rate that is 2.5% higher than the employee's base hourly rate of pay.

16.2.1.2 *Bachelor's Degree—*A bachelor's degree from an accredited institution of learning, shall be compensated at a rate that is 5% higher than the employee's base hourly rate of pay.

16.2.2 *Eligibility and Written Notification—*It is the employee's responsibility to submit written notification to the department's Training Manager, upon the date of eligibility, requesting the education incentive. The employee will not be entitled to retroactive pay if the written notice has not been submitted, and received as in compliance, until after the date of eligibility.

Article 17. Holidays for Civilian Personnel

- 17.1 *Day of Holiday Observation*—Holidays that fall on a Sunday shall be observed on the following Monday. Holidays falling on a Saturday shall be observed on the previous Friday. Half-day holidays shall be observed on the workday immediately previous to the day Christmas Day and New Year's Day are observed.
- 17.2 *Day of National Mourning or Celebration*—In addition, the City may observe any other day of national mourning or celebration, provided that it has been proclaimed by the City Council and provided that the Council directs the closure of City offices for public service. Any such holiday shall be granted only to those employees who are regularly scheduled to work on the day that the Council proclaims such a holiday.
- 17.3 *Holiday Compensation for Employees on Injury, Illness, or Paid Family Care Leave*—An employee who is scheduled to work on the day immediately prior to a holiday, on the actual day of a holiday, or the day immediately following a holiday who does not report for duty as scheduled due to personal injury or illness or Paid Family Care Leave shall submit such verification or certification of illness or injury as is satisfactory to the Chief of Police prior to receiving compensation for the holiday.

Article 18. Industrial Injury or Illness for Civilian Personnel

- 18.1 *Industrial Injury or Illness Leave*—An employee who is absent from work and who is temporarily and/or partially disabled from performing work as the result of an injury or illness that has been determined to be industrially caused, shall be entitled to receive paid leave for all time the employee is normally scheduled to work during a period of 90-calendar days from the commencement of the injury or illness necessitating absence from work.
- 18.2 *Coordination with Workers' Compensation*—An employee on industrial injury or illness leave shall assign to the City all workers' compensation insurance proceeds received by the employee during the period the employee is getting full compensation from the City for all absent work hours.

Article 19. Arbitration Procedure for Disciplinary Matters—Civilian Personnel

- 19.1 *Appeal Rights*—A regular, non-probationary non-sworn member may appeal the final disciplinary decision of the appointing authority to binding arbitration so long as all the following steps are fully complied with.
 - 19.1.1 *Level of Discipline*—The discipline imposed consisted of a termination, demotion, suspension of more than 40 hours, or any other type of discipline that results in a loss of pay of more than 40 hours.
 - 19.1.2 *Written Request for Arbitration*—The employee must submit a written request for arbitration to the Police Chief, with a copy to the Director of Human Resources which must be received no later than 15 calendar days following

the date of the notice of imposition of discipline. If this written request is not received by the Police Chief and the Director of Human Resources within this time frame, the appeal will be waived.

19.1.3 *Selection of an Arbitrator*—An arbitrator will be selected by the employee and the City by mutual agreement from a list of arbitrators who are current members of the National Academy of Arbitrators, and who have at least 5 years of experience handling arbitrations for local public agencies and law enforcement agencies. If the parties cannot agree on a prospective arbitrator, they shall request a list of no less than 7 arbitrators from the California State Mediation and Conciliation Bureau, each of whom is a current member of the National Academy of Arbitrators, and who has at least 5 years of experience handling arbitrations for local public agencies and law enforcement agencies. The parties will attempt to agree on an arbitrator from any such list obtained. If the parties cannot agree on an arbitrator, they shall alternately strike the name of one arbitrator until one name remains, who will be the arbitrator selected.

19.1.4 *Payment of Costs*—The employee and the City will split the cost of the arbitrator's fee equally. In the event that either party wishes to obtain the services of a court reporter, that party will be solely responsible for the reporter's fees, including the cost of providing the original transcription to the arbitrator. If the arbitrator, as opposed to either party, requires that the proceedings be taken down by a court reporter, the parties will equally split the cost of the reporter's fee and the cost of the original transcript. Each party will pay for the cost of an additional copy for the use of that party if a copy is desired. The union may defer to the Legal Defense Fund or other entity employed for the purpose of providing legal representation to bargaining unit members for purposes of payment of any costs associated with the arbitration.

19.1.5 *Arbitrator Duty*—The arbitrator will be empowered to hear evidence, review exhibits, hear argument and make findings of fact and conclusions. Based on those findings and conclusions, the arbitration shall make a final and binding determination about the merits of the appeal. The arbitrator is not empowered to make any alterations to the terms and conditions of this MOU, or to the City's rules, regulations, policies or procedures. The arbitrator is not empowered to make any order or directive that would require any party to commit an illegal act.

19.1.6 *Arbitrator Decision*—The parties agree that any decision rendered by the arbitrator will be final and binding, meaning that it cannot be appealed to any other legal or administrative tribunal, except pursuant to Code of Civil Procedure section 1285 et seq. which allows parties to petition a court to confirm, correct or vacate an arbitration award.

Section 4 – Agreement Modification & Waiver

Article 20. Employees Covered

The provisions of this agreement apply to all employees represented by Unit C in the City of South San Francisco Police Association. A Unit member must be employed by the City in a position covered by this Agreement at the time settlement is reached, or when a successor Memorandum of Understanding is reached, and that Agreement is ratified, in order to be eligible for any limited retroactivity in salary or benefit increases that the successor Memorandum of Understanding may provide.

Article 21. Modification

This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and Unit and conflicting personnel rules, regulations, resolutions and ordinances. This Agreement does not modify any provisions of the Personnel Rules and Regulations of the City, except as expressly provided herein.

Article 22. Agreement Modification and Waiver

- 22.1 *Full and Entire Agreement*—This Memorandum of Understanding sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding and agreements over these matters between the parties, whether formal or informal, are hereby superseded in their entirety. In the event that the provisions of this Agreement are found to be in conflict with a City rule, regulation or resolution, the provisions of this Agreement shall prevail over such conflicting rule, regulation, or resolution.
- 22.2 *Eligibility for Retroactivity*—A unit member must be employed by the City in a position covered by this Agreement at the time settlement is reached on a successor Agreement and that Agreement is ratified in order to be eligible for any limited retroactivity in salary or benefit increases that the successor Agreement may provide.
- 22.3 *Written Modification Required*—No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and approved by the City Council.
- 22.4 *Waiver*—The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Article 23. Disputes

Any dispute over an interpretation of this Agreement shall be processed in accordance with the procedures set forth in the Grievance Procedure in this Agreement.

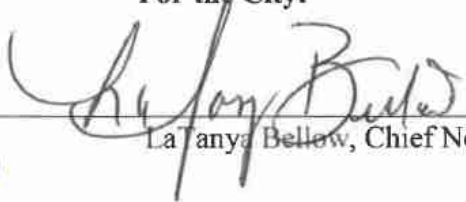
Article 24. Signatures

In witness thereof, the parties hereto have executed this Agreement in the City of South San Francisco on this 1st day of July, 2017.

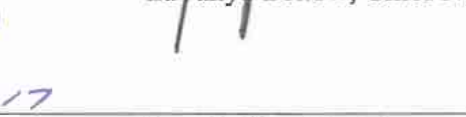
For the Association:

For the City:


John Noble, Chief Negotiator


LaTanya Bellow, Chief Negotiator


William Schwartz


Ron Carlino, Captain


Annette Lapuyade


Anthony Pinell

07/03/17


Robert Reinosa

07/03/2017

Appendix A

Sworn and Civilian Classifications

Sworn Classifications

- Police Recruit
- Police Officer
- Police Corporal
- Police Sergeant

Civilian Classifications

- Parking Enforcement Officer
- Police Property and Evidence Specialist
- Police Records Specialist
- Police Service Technician
- Senior Police Records Specialist
- Supervising Police Records Specialist
- Crime Analyst (New, effective 7/1/2015)

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City of South San Francisco

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