



**POLICE UNIT**

**MEMORANDUM**

**OF**

**UNDERSTANDING**

**EFFECTIVE:**

August 12, 2018 – June30, 2021



**San Mateo Police Officers' Association  
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SAN MATEO  
AND  
SAN MATEO POLICE OFFICERS' ASSOCIATION**

This Memorandum of Understanding constitutes the result of meeting and conferring in good faith pursuant to the provisions of Chapter 10, Division 4, Title 1, of the Government Code of the State of California.

"Employees" means all workers covered by this Agreement whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

Modifications to existing wages, hours and conditions of employment set forth below have been agreed to by the signatories to this Memorandum for implementation for all employees represented by the San Mateo Police Officers' Association hereafter called "Association." This Memorandum of Understanding shall remain in full force and effect upon the approval of the City Council of the City of San Mateo and ratification by members of the Police Officers' Association. The Agreement of the parties is outlined in the Memorandum of Understanding which follows:

**Article 1 - Recognition**

The City has recognized the Association as the exclusive bargaining representative for all permanent and probationary employees within the classifications of Police Officer, Police Officer Trainee, Community Service Officer I/II, Senior Community Service Officer, Dispatcher I/II, and Senior Dispatcher. For purposes of identification this unit shall be entitled the Police Unit.

The Personnel Officer, (Municipal Employee Relations Officer), or any person or organization authorized by the City, is the representative in employer-employee relations.

**Article 2 - Mail Distribution**

The Association may distribute a reasonable amount of information to City employees through intra- and inter-departmental mail without interference or censorship.

**Article 3 - Salary for POA Unit Classifications**

Compensation is intended to be consistent with City-wide compensation objectives as approved by the City Council in July of 1993 and commensurate with actual job performance. Effective with all increases provided after September 1993, job performance will be the sole criteria for determining an individual employee's placement within a salary range.

### 3.1 Salary on Initial Appointment

On initial merit appointment, the entrance salary shall be at the minimum salary for the class except, when in the opinion of the City Manager circumstances warrant, appointment may be made at a higher level on the recommendation of the Department Head.

### 3.2 Salary Advancement Within Range

Salary advancement within a five-step range shall be based on merit and performance as determined by the Department Head. The evaluations and recommendations of the employee's superiors will be used by the Department Head, who will determine the employee's advancement within the range.

Salary advancement within an established range is typically considered at one-year intervals. The date of salary review and increase may be advanced or delayed as determined by the Department Head. Salary advancement within the range typically occurs in increments of four and one-half percent (4 1/2%). At no time shall an employee advance beyond the top of the established range. Withholding salary increases under Article 4 shall not be considered discipline and is not subject to the principles of Article 14 (Discipline).

### 3.3 Salary on Demotion

"Demotion" shall mean the demotion from one class to a different City class for which the maximum rate is lower than the maximum rate of the former class. Said demotion shall be considered voluntary unless it results from the layoff or discipline process.

The salary rate for demoted employees shall be as follows:

<u>Reason</u>	<u>Rate</u>
A. discipline	A. as set by discipline
B. voluntary demotion, or layoff	B. top of range
C. failure to complete probation after promotion	C. return to same relative pay as held before promotion

### 3.4 Salary on Transfer

"Transfer" shall mean a change of positions within the same class or comparable class with a salary differential of five percent (5%) or less between tops of ranges.

### 3.5 Salary on Military Leave

All employees who have been granted a military leave will upon their return to the City service be entitled to the normal salary advancements within the range scale of the established wage schedule of their classifications that occurred during the period they were in the military service.



### 3.6 Miscellaneous

If appointed to a class having a maximum salary equal to that of the immediate former class, an employee shall be entitled to receive the same rate they would have received if they had remained in the former class.

### 3.7 Review Process

Employees may discuss delay of step advance with their supervisor's superior, up to and including the Department Head, by requesting such a discussion within ten (10) calendar days of receipt of the document/notification of delay of step. However, no appeal shall occur from the decision of the Department Head, whether by discipline procedures, grievance, or otherwise.

## **Article 4 - Overtime**

### 4.1 Definitions

- A. Regular overtime is authorized time worked, except emergency overtime, by an employee in excess of their normally scheduled tour of duty.
- B. Emergency overtime is authorized time worked by an employee when he or she is contacted outside of his or her regular working hours and is requested to report to duty because of an emergency. Emergency, within the meaning of this Section, means an unpredictable or unavoidable occurrence at unscheduled intervals requiring the specific employee reporting to duty to respond to the scene of the emergency or other location directly related to the emergency, as directed by a supervisor. Employees requested to report to duty as part of a minimum or increased staffing is not considered as an emergency within the meaning of this section.

### 4.2 Trades

Trades of schedule are for the benefit of the employee. All such trades must be repaid within the current annual shift selection period or the particular trade will be disregarded by the City and cannot be made up.

### 4.3 Overtime Payment/Compensatory Time

An employee who accrues compensatory time for overtime worked under the provisions of Section 5.1 above may waive direct payment of overtime and in lieu thereof may accumulate time off at the one and one-half (1-1/2) rate to a maximum of one hundred and thirty-two (132) hours.

- A. Exceptions to Accrual of Compensatory Time Off

Upon an Officer's request and with the approval of the Police Chief or designee, overtime hours worked for the purposes of training and posted mandatory overtime for staffing purposes may be compensated in the form of compensatory time off subject to the accrual limitations above.

B. Use of Compensatory Time Off

The employee may utilize accrued compensatory time just as the employee would any other paid time off, but the department may not unreasonably prohibit the employee from utilizing the accumulated time.

4.4 Overtime Compensation

Overtime worked shall be paid for at one and one-half (1-1/2) times the employee's established rate of pay, including educational incentive pay.

An employee who is on pre-scheduled vacation, compensatory time off (CTO) and/or holiday time, may elect to work an overtime shift that fulfills a departmental operational need. In such instances, the employee will not be paid for that pre-scheduled vacation, CTO and/or holiday time, as such leave shall not be deducted from the employee's leave balance. The employee shall instead be compensated at their applicable overtime rate for the elected hours worked. If the elected shift coincides with the employee's regularly scheduled shift, overtime will only be paid with the approval of the supervisor.

4.5 Minimum Overtime at One Time - Exceptions

Overtime shall be of at least one tenth (1/10) of an hour at any one time in order to be compensable, with the following exceptions:

4.5.1 Emergency Overtime

Any employee who is called in for emergency overtime of any duration shall be compensated for a minimum of four (4) hours overtime, unless the emergency notification is less than three hours prior to the employee's scheduled work time, in which case the employee will be paid as outlined in 4.4 of this MOU. In compensation for travel time, emergency overtime shall start at the time the employee is notified, but not exceed one hour.

4.5.2 Court Appearance.

A. The definition of Court Appearance shall include any time a court appearance is made, sworn testimony is provided, i.e. by telephone (with outlined exception per Subdivision D), DMV Admin Per Se Hearing, whether under subpoena, assigned by the department, by request of a District Attorney's Office, a City Attorney's Office, or under civil subpoena issued by a Civil Attorney. Overtime spent conferring with the prosecuting attorney in person will be considered as court overtime and part of the court appearance.

- B. Employees who are assigned to an alternative work schedule (other than a standard five (5) day - eight-(8) hour work shift) will be paid the minimum four (4) hours pay if the court appearance occurs on their days off. The four (4) hour minimum is paid at time and one-half (MOU Overtime Rate). Employees do not earn the minimum four (4) hours for multiple appearances in court within the same day. Appearances beyond the initial four (4) hour appearance period will be compensated for actual hours spent in the court process at the overtime rate provided in this article.
- C. Employees who are assigned to an alternative work schedule (other than a standard five (5) day – eight (8) hour work shift) will be paid a minimum two (2) hours pay if the court appearance occurs on their workday, but not during their scheduled hours (e.g., Court is at 0900 and the employee normally starts their shift at 1500 hours). The two (2) hour minimum is paid at time and one-half (MOU Overtime Rate). Employees do not earn the minimum two (2) hours for multiple appearances in court within the same day. Appearances beyond the initial two (2) hour appearance period but not during their scheduled work hours will be compensated for actual hours spent in the court process at the overtime rate provided in this article.

If an employee appears in court on a work day, the employee may work the remainder of their scheduled shift, or, provided there is sufficient staff available, leave (using leave balances).

If an employee whose work shift ends at 7:00 a.m. (midnight shift) is subpoenaed to appear in court at 9:30 a.m. or earlier, the employee shall have the option to remain on duty and perform assignments until commencement of the court appearance. The employee shall be compensated at time and one-half (MOU Overtime Rate) for hours worked in excess of their scheduled shift. The employee's exercise of the option to continue working shall not deprive the employee from receiving at least minimum compensation otherwise provided in 4.5.2.

Employees who are participating in a jury trial or lengthy Preliminary hearings may, at the department's discretion, have their shifts rescheduled. Such schedule change, if any, shall not cause the employee to use leave balances or lose scheduled days off during the F.L.S.A. work cycle.

- D. Employees who respond to a subpoena by telephone will be paid a minimum one (1) hour pay at the time and one-half rate (MOU Overtime Rate) established in this article. Time spent providing testimony by telephone beyond one (1) hour within the same day will be compensated for actual hours spent in the court process at the MOU Overtime Rate.
- E. Lunch breaks taken during court overtime are not compensable. However, when court meal times exceed one (1) hour, the employee shall be entitled to compensation at the rate prescribed in Section 4.5 for the time by which the meal

break exceeds one (1) hour.

- F. Employees who obtain a "standby relationship" with court officials will not be entitled to court overtime pay for hours spent away from the court awaiting call or recall to the court. They shall be paid a minimum one hour at the MOU Overtime Rate of pay for any day they are assigned to "standby". Any time spent on standby beyond one hour in a single day will qualify for standby pay as described in this MOU. Employees must report within 90 minutes of being called to physically appear in court. If the employee is called to court during the standby period, the employee will be paid at the established standby rate for actual time spent on standby. In addition, the employee will be paid Court Overtime for the appearance as established in this article.
- G. For off-duty, out of town Court Appearances, travel constitutes court overtime and is determined by the round trip from the San Mateo Police Department when said employee leaves for a courthouse or other location listed on a subpoena.

#### 4.6 Authorization of Overtime

In order to be compensable, a specific authorization must be obtained from the Police Chief, or their authorized representative.

#### 4.7 Patrol Officers' Alternative Scheduling Plan

- A. Definitions: The following definitions shall apply to this Section only:
  - 1) "Work Cycle" shall mean a twenty-eight (28) day period, beginning on a day determined by the City. This work cycle definition is intended to be consistent with definitions of a "work" period under FLSA.
  - 2) "Work Day" shall mean continuous period of on-the-job time in accordance with the Department's schedule.
- B. Scheduling. Officers assigned to duty in Patrol will be scheduled for work days of eleven (11) hours and twenty (20) minutes in length, and will work on a four-on, four-off cycle. The City will credit individual Officer accounts at the first of the year and debit at the end of each work cycle as follows:
  - 1) Any work hours worked in excess of one hundred sixty (160) working hours and less than one hundred seventy-one (171) working hours during a work cycle shall be paid for at time and one-half in accordance with the FLSA.
  - 2) Compensation for any work performed beyond the work day of eleven (11) hours and twenty (20) minutes will be paid overtime at the rate of time and one-half at the MOU Overtime Rate.

- 3) Court appearance overtime will be compensated for as provided in Article 4.5, except that pursuant to Article 4.3, the employee will determine the method of payment.
- C. The Police Chief may terminate this program at any time after meeting with the Officers' Association and providing written notice of schedule change to the Officers' Association.

## **Article 5 - Training Outside Regular Working Hours**

Lunch breaks taken during overtime training are not compensable for the first hour. Lunch breaks taken during training which exceed one hour at the direction of the instructor will be compensable.

## **Article 6 - Sick Leave Payoff**

Upon service or disability retirement, employees enrolled in the vacation/sick leave program shall be paid a maximum of fifty percent (50%) of their accumulated unused sick leave up to a maximum of four hundred eighty (480) hours payment. Employees enrolled in the annual leave program shall be paid a maximum of fifty percent (50%) of their accumulated unused sick leave up to a maximum of six hundred (600) hours.

Employees separating from the City shall not be allowed to remain on the payroll after their last day at work. Severance payment shall be provided in a lump sum for all leave accrual eligible for payout.

## **Article 7 - Termination Allowance**

All employees with one (1) year of continuous merit system service, whose employment is terminated because of death, shall be granted one (1) working day termination allowance at their basic pay rate, in addition to other compensation due them and one (1) additional day for each complete year worked thereafter.

## **Article 8 - Disability Leave for Non-Safety Employees**

The purpose of this Section is to continue the compensation of employees who must remain off their jobs as a result of disability occasioned or injury received as a result of the discharge of their duties as employees of the City.

A Department Head is responsible for determining that only bona fide disability leave is taken.

For each disability, employees other than personnel covered under Section 4850 of the Labor Code shall be allowed disability leave up to and including sixty (60) working days. Such disability leave



shall be at full pay, less Workers' Compensation. If the sixty (60) working days become exhausted, additional time off may be charged to sick leave with the following exceptions: An employee shall not be charged sick leave for that portion of his or her salary for which temporary disability payments are received under the State Workers' Compensation Law.

Additional compensation may be awarded by Resolution of the City Council to employees disabled or injured in line of duty, if such compensation is considered merited and is recommended by the City Manager.

## **Article 9 - Military Leave**

Military leave shall be granted by the City in accordance with the provisions of State and Federal laws.

## **Article 10 - Jury Duty**

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the Court, provided the employee notifies his or her Department Head immediately of the notice to serve.

Employees called for jury service shall not be required to assume new or unusual regular working hours solely as a result of jury service. Every reasonable effort shall be made to ensure that personnel assigned to work a graveyard or swing shift who are called for jury duty shall be provided with: 1) a reasonable time for rest and recuperation prior to reporting for regularly scheduled duty, or 2) excused from their next scheduled shift, upon request by the employee, and provided that the employee has spent a significant portion of the day at jury duty. For the purposes of this Section, employees who have served five or more hours on jury duty will be allowed a minimum of eight hours recuperation break prior to reporting back to work.

## **Article 11 - Retiree Court Appearance**

Should retired employees be subpoenaed to appear in court for a case related to their former duties with the City of San Mateo, they will receive straight time hourly payment for a minimum of two (2) hours at the step in the range that they were at when they retired. In addition, they will be reimbursed for mileage to and from their home or the San Mateo Police station, whichever is the lessor. The mileage will be paid at the IRS mileage rate.

## **Article 12 - Leave Of Absence Without Pay**

Leaves of absence without pay may be granted for a period not to exceed one (1) year in cases of illness not covered by sick leave; in cases of personal emergencies, including childbirth; for education and training; or when such absences would not be contrary to the best interests of the

City. Any authorization for leave of absence without pay shall be made in writing by the Department Head.

The employee may elect to use earned sick leave (provided eligible for sick leave) and vacation prior to commencement of the leave or retain the earned sick leave and vacation for use upon return to employment.

Absence from duty without pay for a period not exceeding fifteen (15) calendar days for satisfactory reasons may be granted by the Department Head.

Any employee who does not return to his employment on or before the date of expiration of his leave shall be deemed separated from the service as of such date of expiration, subject to due process.

#### 12.1 Family Care Leave

In accordance with the Federal Family and Medical Leave Act effective August 5, 1993, and the California Family Rights Act effective October 4, 1993, the City will grant job protected unpaid family and medical leave to eligible workers for up to twelve (12) weeks per twelve (12) month period for any or more of the following reasons:

- A. The birth of a child and in order to care for such child or the placement of a child with the worker for adoption or foster care (leave for this reason must be taken within the twelve (12) month period following the child's birth or placement with the employee); or
- B. In order to care for an immediate family member (spouse, child, domestic partner or parent) of the worker if such immediate family member has a serious health condition. For purposes of this section, "child" is anyone under eighteen (18) years who is the worker's biological, adopted, or foster child, stepchild, legal ward, or an adult dependent child. "Parents" include biological, foster, and adoptive parents, stepparents, and legal guardians; or
- C. The worker's own serious health condition that makes the worker unable to perform the functions of their position.

The following provisions apply to Family Care Leave:

- A. Eligible worker means having been employed for the City for twelve (12) months and having worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.
- B. Medical verification is required for worker or ill family member for the medical leave period.
- C. Workers are required to give at least thirty (30) days written notice in the event of

a foreseeable leave. In unexpected or unforeseeable situations, a worker should provide as much written notice as is practicable.

- D. Workers may use accrued vacation as part of the family leave period. Use of sick leave is not required but may be used under the same regulations governing the use of sick leave. Use of sick leave does not extend the maximum four (4) month period of family care leave.
- E. Should both parents work for the City, each may be granted up to twelve (12) weeks leave.
- F. Maternity leave under state law is accounted for separately. Pursuant to State Law, an employee is eligible for up to four (4) months leave.
- G. Health benefit premiums shall be made in accordance with the Federal Family and Medical Leave Act and the California Family Rights Act. Under the current law, the City will continue health coverage under the same conditions as coverage would have been provided if the worker had been continuously employed during the leave period.
- H. Workers taking family care leave will be returned to the same or comparable job with the same pay at the conclusion of their leave.
- I. Family care leave will not constitute a break in service for purposes of any employee benefit plan. Employees returning from leave shall return with no less seniority than accumulated on the date leave began.
- J. Where seniority is used for purposes of vacation and/or shift bidding, family care leave shall not result in a loss of department seniority.

### **Article 13 - Probationary Period**

The probationary period shall relate to the length of time it requires for an employee to become proficient in the particular position and for the appointing authority to adequately judge the proficiency. Recognizing that individuals and positions vary, the standard probationary period for all positions shall be as shown:

- A. For lateral hires and academy graduates, the probationary period shall be twelve (12) months. This twelve (12)-month probationary period may be extended for up to six (6) months by the Chief of Police/designee.
- B. For recruits hired before completing the academy, the probationary period shall be eighteen (18) months, which may be extended for up to six months by the Chief of Police/designee.



- C. For Dispatchers and Community Service Officers, the probationary period shall be twelve (12) months, but may be lengthened or shortened by the Department Head for up to six (6) months, depending on the proven proficiency of the probationer.

## **Article 14 - Grievance And Appeal Procedures**

### **14.1 Purpose**

To promote improved employer-employee relations by establishing grievance and appeal procedures which afford employees a systematic means of obtaining further consideration of problems after every reasonable effort has been made to resolve them through informal discussions with the supervisor.

To provide that grievances shall be settled as near as possible to the point of origin.

To provide that appeals shall be conducted as informally, expeditiously and fairly as possible.

### **14.2 Grievance Procedure Definitions:**

**Grievance.** Grievances shall be divided into major and minor categories with the following meanings.

- A. **Major Grievances.** A grievance which is a claim or dispute by an employee or his representative concerning any action or inaction by a Department Head or City Management claiming violation, misinterpretation, inequitable application or noncompliance with the provisions of law, rules and regulations, Procedure Manual or this Memorandum of Understanding as they relate to wages, hours or other terms or conditions of employment.

Major grievances may be appealed to the Personnel Board as provided later in this section.

- B. **Minor Grievances.** A grievance on any other matter not specifically included above including forms of corrective action not resulting in demotion, dismissal, reduction in pay or suspension without pay.

Minor grievances may be appealed to the Personnel Officer as provided later in this section.

### **14.3 Exclusions**

The following matters are specifically excluded from consideration under the grievance and appeal procedure:

- A. Determination of contents of job classification.
- B. Determination of the procedures and standards for employment.
- C. Items requiring capital expenditure when not related to safety.
- D. Items subject to the meet and confer process.
- E. Matters subject to disciplinary proceedings set forth in Section 14 of this Memorandum.
- F. The procedures set for therein shall not apply in matters where other methods of dispute resolution have specifically been provided for in State or Federal Law, such as, but not limited to, appeal of Workers' Compensation claims; unemployment insurance claims; or claims of employment discrimination based upon race, religious creed, sex, color, physical disability, age, medical condition, national origin, political affiliation or marital status for which a remedy is provided by the California Fair Employment and Practices Act or Title VII.
- G. Probationary employees rejected during probation shall have no right to appeal or grieve under this MOU.
- H. Items filed more than twenty-one (21) calendar days following the event giving rise to the grievance or first knowledge of the grievance.

#### 14.4 Informal Grievance Procedure

Within twenty-one (21) calendar days of the event giving rise to the grievance, employees who have a problem or complaint should first try to get it settled through discussion with their immediate supervisor or obtain departmental support for his or her position if the City Manager or City Council must act. If, after this discussion, they do not believe the problem has been satisfactorily resolved, they shall have the right to discuss it with their supervisor's immediate superior, if any, in the management ranks. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, they shall have the right to file a formal grievance in writing after receiving the informal decision of immediate superior. An informal grievance shall not be taken above the Department Head.

#### 14.5 Formal Grievance Procedure

Levels of review through the chain of command are as follows:

First Level	Supervisor or Division Head
Second Level	Department Head
Third Level	City Manager
Fourth Level	Personnel Board/City Council - final judgment & disposition.

- A. First Level. Not later than twenty-one (21) calendar days after the event filing rise to the grievance, the grievance shall be prepared, signed by the employee and presented in writing explaining the matter grieved and setting forth therein a statement of the action desired, in sufficient detail for the supervisor to understand the nature of the request.

The immediate supervisor or division head shall render their decision and comments in writing and return them to the employee within seven (7) days after receiving the grievance. If the employee does not agree with this supervisor's decision, or if no answer has been received within seven (7) calendar days, the employee may present the grievance in writing to their supervisor's immediate superior. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of their supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the grievance.

- B. Second Level. If a grievance involves a department-wide problem, it may be presented directly to the Department Head or his or her representative within twenty-one (21) calendar days of the event giving rise to the grievance. The Department Head receiving the grievance shall review it, render their decision and comments in writing, and return them to the employee or the employee's representative within seven days after receiving the grievance. If the employee does not agree with the decision, or if no answer has been received within seven (7) days, they may present the grievance in writing to the City Manager. Failure of the employee to take further action within fourteen (14) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the grievance.

If the employee concerned desires to be represented by the Association at the second level of the grievance procedure or higher, authority for such representation shall be signed by the employee and submitted to the Human Resources Director.

- C. Third Level. For major grievances only, if deemed appropriate by either the employee or the City Manager, a fact finding committee shall be convened. Such committee shall be made up of a member of the City Manager's staff, an appropriate labor unit member (not from the appellant's own unit) and a third member selected by the two (2) original committee members from a panel of five (5) management employees selected by the Management Association. They shall make findings and recommendations to the City Manager prior to any further scheduled hearing and review. In the event there is a dissenting vote by a committee member, they may submit a minority report to the City Manager.

The City Manager shall review the findings and recommendations of the Department Head and of any fact finding committee and may then affirm, revoke or modify the action taken as, in his or her judgment, seems warranted. The City

Manager shall render a decision in writing to the employee within fifteen (15) calendar days after receiving the appeal, provided that the fifteen (15)-day limit shall be extended to provide the City Manager with a minimum of five (5) working days after his receipt of the report of the fact finding committee to consider its report and render their decision.

- D. Fourth Level of Review. The Personnel Board shall act as an appeal board for any appellant making an appeal to said Board on a major grievance.

#### 14.6 Appeal Procedure To The Personnel Board

- A. Right to Appeal. Any Employee in the competitive service or their representative shall, within ten (10) calendar days after receipt of written notice of City Manager's decision, have the right to appeal to the Personnel Board any major grievance, except in instances where the right of appeal is specifically prohibited by the personnel ordinance or this Memorandum of Understanding.
- B. Method of Appeal. Appeals shall be in writing, signed by the appellant, and filed with the Human Resources Director. The appeal shall be a written statement, addressed to the Personnel Board, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant, with reasons therefore, in sufficient detail to enable the Board to understand the nature of the request. The formality of a legal pleading is not required.
- C. Hearing Date. Unless a later date is agreed to between the Chair of the Personnel Board and the employee, the matter shall be scheduled for hearing at the next available regular meeting of the Personnel Board at least fifteen (15) days after receipt of the notice of appeal.
- D. Documentation. The appellant or appellant's representative may submit relevant documentation or written statement for Board consideration up to three (3) working days prior to the hearing.

The Human Resources Director shall forward the material received to members of the Personnel Board, the department, the employee, and any representative of the employee at least two (2) working days before the hearing.

- E. Hearing. In order to be heard, the appellant shall appear personally unless physically unable to do so, before the Personnel Board at the time and place of the hearing. The hearing shall be closed unless the appellant requests an open hearing. The hearing may be held whether or not the appellant is present.

The appellant shall present the case first and, at the conclusion, opposition matter may then be presented. Rebuttal matter, not repetitive, may be allowed at the discretion of the Board. Cross examination of the witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Chair of

the Board, with due regard to the rights and privileges of the parties appearing before it. The hearing need not be conducted according to technical rules relating to evidence and witnesses.

Hearings may be continued at the discretion of the Board.

- F. Findings and Conclusions. The Personnel Board shall render written findings and recommendations and final decisions concerning the appeal within ten (10) days after the matter is submitted. The decision of the Personnel Board shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.

#### 14.7 Time Limits

The herein above time limits, at any step of this procedure, may be extended by mutual agreement of the concerned parties.

### **Article 15 - Disciplinary Procedure**

#### 15.1 Definition of "Disciplinary Action."

The term "disciplinary action" shall include the following actions which may be taken by a Department Head:

- A. Letter of reprimand issued to Police Officers, provided that no pre-disciplinary (Skelly) proceedings are required;
- B. Suspension without pay up to thirty (30) calendar days;
- C. Withholding in-grade salary increase (merit pay) under Article 4 shall not be considered discipline and not subject to the principles of Article 14;
- D. In-grade salary reduction;
- E. Demotion; or
- F. Dismissal.

#### 15.2. Notice of Disciplinary Action

Whenever a disciplinary action other than a letter of reprimand is to be taken against an employee, the employee shall be notified in writing of the disciplinary action to be taken and provided with an opportunity for a pre-disciplinary "Skelly" hearing. An employee is not entitled to receive a pre-disciplinary "Skelly" hearing upon receipt of a letter of reprimand.

Such written notification shall include:

- A. A statement of the disciplinary action to be taken against the employee;
- B. A statement of the facts upon which the disciplinary action is based which shall set forth clearly and with such particularity the charges against the employee so that the employee can understand said charges;
- C. A statement indicating the cause for the disciplinary action pursuant to the Personnel Rules;
- D. A statement which generally describes any actions taken against the employee during the last five (5) years and which relates to the current disciplinary action;
- E. A statement advising the employee that the written notice is to be placed in their official personnel file and that said employee has a right to appeal to the Personnel Board.
- F. A statement indicating that the employee will be provided with the opportunity for a written or oral pre-disciplinary "Skelly" hearing.

The written notice of disciplinary action shall be considered to be sufficient notice to the employee if the aforementioned information is contained therein. The written notice of disciplinary action must be personally served within three (3) working days from the date of said written notice, or if unable to do so, mailed to the employee by certified mail, return receipt requested, addressed to the last address which such employee has furnished to the appointing authority.

### 15.3 Appeals

- A. Time for Appeal. Any employee against whom disciplinary action is taken shall have the right to appeal from such disciplinary action; provided, however, that the employee must deliver a written notice of appeal to the Human Resources Department within ten (10) working days of the date that the written notice of disciplinary action was served upon the employee. In the event the employee fails to deliver a notice of appeal to the Human Resources Department within said ten (10) working day period, the disciplinary action shall become final, and the employee shall have no further right to appeal.
- B. Notice of Appeal, Contents. The written notice of appeal filed with the Human Resources Department shall not be required to be in any particular format; however, it shall contain at least the following information:
  - 1) The name and address of the employee;
  - 2) The date of the disciplinary action and a statement to the effect that the



employee appeals from the disciplinary action; and

- 3) The notice of appeal shall be dated and signed by the employee or by their representative.
- C. **Setting Hearing Date.** When the Human Resources Department receives a notice of appeal which complies with the requirements set forth herein, the Director of Human Resources shall schedule the matter for hearing. For a Letter of Reprimand, the hearing is with the Chief of Police or their designee. For suspension without pay, in-grade salary reduction, demotion, or dismissal, the hearing is scheduled at the next available regular meeting of the Personnel Board at least fifteen (15) days after receipt of the notice of appeal.
  - D. **Findings and Conclusions.** For Letters of Reprimand, the Chief of Police or their designee shall render a final decision concerning the appeal following the hearing, within ten (10) days after the matter is submitted. The decision of the Chief of Police or their designee shall be final and conclusive. For suspension without pay, in-grade salary reduction, demotion, or dismissal, the Personnel Board shall render written findings and recommendations and final decisions concerning the appeal following the hearing and within ten (10) days after the matter is submitted. The decision of the Personnel Board shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.
  - E. Although a Letter of Reprimand does not constitute disciplinary action for miscellaneous employees, if the employee disagrees with a Letter of Reprimand received, the employee may discuss it with the Chief of Police or their designee. An employee may also write a rebuttal, and that document will be placed in their personnel file.

#### 15.4 Removal of Documents from Personnel File

Only records related to Internal Affairs Investigations resulting in a “sustained” finding will be kept in an employee’s Personnel File. Records related to Internal Investigations resulting in “Not Sustained”, “Exonerated”, or “Unfounded” findings shall not be placed in the employee’s Personnel File, but will be separately maintained for the appropriate retention period in the employee’s Internal Affairs File.

After a five (5) year period, if there has not been subsequent discipline, the City shall remove from the employee’s Internal Affairs File, any written record of an Internal Affairs Investigation resulting in “Exonerated” or “Unfounded” findings. The City shall notify the employee when the record has been removed.

After a five (5) year period, if there has not been subsequent discipline, an employee may petition the City to remove from the employee’s Internal Affairs File any record of a “Not Sustained” finding, or from the employee’s Personnel File and record of a “Sustained” finding except those sustained findings for allegations of dishonesty, moral turpitude, use

of excessive force, or intentional destruction of private property. Any such request shall be submitted to the Chief of Police. The City shall notify the employee of its decision, whether or not to remove the record.

After a five (5) year period, if the employee has not been involved in any subsequent "Party Most at Fault" or "Avoidable" ("Avoidable" for purpose of administrative review or progressive discipline) traffic collisions, the city shall remove from the employee's personnel file, or any other file used by the employer for any personnel purpose, any written record of prior traffic collisions. The City shall notify the employee that the written record has been removed.

## **Article 16 - Layoff Rights**

### **16.1 Layoff Defined**

Whenever, in the judgment of the City Council, it becomes necessary to abolish a position(s), including the reduction of work hours over twenty percent (20%) per year, the employee(s) displaced shall be deemed to be laid off (employees may accept an hour's reduction in excess of twenty percent (20%) without exercising their layoff rights). The rights of employees affected by the abolishment of positions by the City Council shall be hereafter set forth in this Section.

### **16.2 Seniority.**

Seniority for purposes of layoff need not be continuous and shall include total accumulated length of service under the following types of appointment:

- A. Emergency appointment under SMMC 2.57.60(h) or previous SMMC Section 2.57.020 (11).
- B. Regular appointment under SMMC 2.57.080.
- C. Provisional appointment under SMMC 2.57.070(d).
- D. Appointment as City Manager's assistants under SMMC 2.57.060(a) from a position in the classified service.
- E. Appointment as a Department Head under SMMC 2.57.060(d) from a position in the classified service.

In the case of ties, seniority shall be determined on the basis of greater hire date seniority, then by random number if necessary.

### **16.3 Seniority for Layoff Purposes**



- A. The least senior employee in the classification from which the position is abolished is to be first laid off. Prior to layoff of regular employees, temporary and/or provisional employees in the same classification will be laid off first. For purposes of initial layoff, seniority means time in the classification in question. Flexibly staffed positions will be considered a single classification for layoff purposes.
- B. For the purposes of Section 17.3 (Bumping Rights) seniority is defined as seniority within the classification and seniority in a directly related higher classification, i.e., a classification that is within the promotional line and has a higher salary.

#### 16.4 Bumping Rights

Employees laid off may elect to be reassigned to a formerly held classification in any Unit held by an employee with less seniority as defined in 16.1, provided the following conditions are met:

- A. The formerly held classification exists and has positions allocated and budgeted. Formerly held position includes successor classification if determined by the City to exist. A successor classification exists where the Personnel Board has changed the title of a position or included new duties in the same titled classification, provided that a competitive test was not thereafter given for the retitled or re-dutied classification.
- B. The employee has the ability to perform the essential functions of the formerly held classification. Qualifications may be tested by the City, as described in the current job description.
- C. If employees have more than one (1) formerly held City classification, they shall bump to the classification most recently held; the employee may bump into another formerly held classification if no position is available in the "most recently held" classification.

#### 16.5 Mutually Agreed Upon Transfer

The City and an employee who has been laid off or bumped may agree to an appointment to a classification that has a vacant position without the need for competitive testing. The following conditions shall apply:

- A. The City may test the ability of the employee for the position prior to City's decision on whether it will mutually agree to the transfer;
- B. The appointment shall be subordinate to the bumping rights of other employees and may not be used to prevent another employee from having access to the vacant position if permitted by the bumping provisions.

#### 16.6 Severance Package

In the event there is not a less senior, formerly held position for the employee to access through layoff or bumping, the employee will be provided a severance package equal to two (2) weeks' pay for each complete year of service, to a maximum of six (6) months' pay.

This severance package shall be in addition to any other buyouts and/or severance payments to which the employee is entitled under their MOU.

In addition to providing severance as described in Section 16.5, the City shall make arrangements to provide employees laid off with job search assistance for forty-five (45) days following the effective date of layoff. Job search assistance shall include job and career counseling, resume preparation, and job search assistance at City expense.

#### 16.7 Salary in Event of Change Due to Layoff

An employee's rate of compensation in the event of position change resulting from layoff shall be the salary step in the classification to which the employee is laid off which is closest to the base salary received immediately prior to layoff.

#### 16.8 Notice of Layoff

The City will notice the employee to be laid off and the employees who will be impacted by bumping by registered mail or hand delivery. Affected employee organizations shall be noticed concurrently by registered mail. The notice shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been provided to Human Resources by the employee. After notice to the employee and employee organizations, the names of employees to whom layoff notices have been sent will be posted at the Human Resources Department in City Hall. The notice shall state the layoff action to be taken, the options available to the employee, reemployment rights, and layoff procedures. Employees shall have ten (10) calendar days to inform the Human Resources Department in writing of the decisions on options stated in the notice. In the event employees fail to state their decision, the City shall select an option and City's decision shall not be subject to appeal. City shall select an option that retains employment with the City if such option exists. The failure to receive notice shall not be grounds to set aside actions taken.

#### 16.9 Effective Date of Layoff

A layoff shall be effective thirty (30) calendar days after notice is mailed to the employee, unless a later effective date is stated in the notice. An appeal shall not modify the effective date, provided, however, that where an appeal is successful and the layoff is nullified the employee shall be provided salary and benefits as if there was not a layoff.

#### 16.10 Appeal

An employee may not appeal the decision to layoff their position, but may appeal the order

of layoff, the bumping provisions (except the test or results of a test of qualifications), and the seniority computation by filing a written appeal with the Human Resources Department stating the basis of the appeal. An appeal must be filed within fourteen (14) calendar days of mailing of notice. The appeal shall be heard by the City Manager or their designee within ten (10) calendar days of filing the appeal. A decision will be rendered within ten (10) calendar days of the hearing. Notice will be given by first class mail to the employee and to their Unit. A further appeal to the Personnel Board may be filed within five (5) calendar days of mailing by filing a written appeal with the Human Resources Department stating the basis for the appeal. The hearing will be held within ten (10) calendar days of the filing of the appeal or as soon thereafter as a quorum of the Board may be gathered and a decision rendered within five (5) calendar days of the hearing.

## **Article 17 - Recall and Reinstatement**

### **17.1 Eligibility**

Employees shall be entitled to recall rights to the position from which they were laid off or bumped for a period of two (2) consecutive years from the effective date of layoff or bumping. The effective date of layoff or bumping shall be the employee's last day of work in the classification from which the employee is laid off or bumped.

### **17.2 Order of Recall and Reinstatement**

When a vacancy occurs in a job classification, laid off or bumped employees eligible to return to that job classification shall be recalled in the inverse order of bump or layoff. Permanent employees who were laid off or bumped are eligible to return to the job classification in which permanent status was held. Employees reinstated under this Section shall not be subject to a new probationary period. Probationary employees who did not have permanent status at the time of layoff shall be required to serve the remainder of any probationary period upon recall.

### **17.3 Notice**

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/bumped employee. To expedite recall, more than one employee may be notified of an opening.

The employee shall have fourteen (14) calendar days to reply to City from the date of mailing of the recall notice. If the employee fails to respond within fourteen (14) calendar days of notice to the City, the employee shall lose all recall rights.

### **17.4 Credit for Previous Service upon Reinstatement**

Employees reinstated under this Section shall receive credit for former employment in computing salary, vacation, and other benefits.

**17.5 Benefits Calculation upon Reinstatement**

Employees reinstated after layoff shall be treated as though they have been on leave of absence without pay in computing salary, vacation, sick leave and other benefits.

**17.6 Qualifications Required for Reinstatement**

The right to reinstatement is contingent upon the ability of the employee to perform the essential functions of the position to which the employee is being returned.

**17.7 Contact Information for Notice**

It is the responsibility of the employee who has been laid off to keep the City informed of their address and telephone number. The City has no responsibility to attempt to trace an employee if notice of reinstatement is not delivered by the Post Office.

**17.8 Meet and Confer**

Upon request, the City shall meet and confer with affected employee organizations on the impact of any layoffs occurring pursuant to this policy. Furthermore, the City will notify employee organizations of possible layoffs as soon as is reasonably possible, and afford the organization(s) the opportunity to provide options/alternatives to layoffs for consideration by the City Council prior to the Council reaching a final decision.

## **Article 18 - Number Of Names To Be Certified on Reemployment**

When a reinstatement list is used to fill a vacancy or vacancies, the Human Resources Director shall certify from the top of such list the number of names equal to the number of vacancies to be filled. The appointing authority shall then appoint such person or persons to fill the vacancies.

Classified employees who are laid off or demoted in lieu of layoff and who are still interested in reinstatement on the expiration of the reinstatement list, shall be entitled to be reinstated to his or her former classification for a period of one (1) year provided there is a vacancy, all reinstatement lists have been exhausted, and they have the highest layoff seniority. Employees reinstated under this Section shall not be subject to a new probationary period and shall receive credit for former employment in computing salary, vacation, sick leave and other benefits.

## **Article 19 - Reemployment**

Any past, present or future permanent employee, separated from a position through resignation and without fault of delinquency on his part may be reemployed to the former position, or to

another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the requirements for employment, upon the recommendation of the reemploying Department Head.

Employees reemployed under this Section shall be subject to a probationary period and may receive credit for former employment in determining the amount of vacation allowance, sick leave, other benefits and their step in the salary range upon the recommendation of the reemploying Department Head.

## **Article 20 - Americans With Disabilities Act**

The City will be in full compliance with the Americans With Disabilities Act (ADA) and shall, consistent with ADA, provide reasonable accommodation to employees with disabilities.

## **Article 21 - Police Weight Room**

The City and Police Officers Association recognize the value and importance of physical fitness. An exercise room will be maintained and made available to Police Department personnel only.

## **Article 22 - Community Service Officers' (CSO) and Dispatchers' Shift Schedules**

Every reasonable effort shall be made to ensure that the schedule of working hours for Community Service Officers assigned to Field Operations (Patrol) and Dispatchers will remain in the current "4/10" Four (4) Day / Ten (10) hour format. The Police Chief may terminate this program at any time after providing written notice of schedule change to the Police Officers' Association and meeting and conferring about the impact of this decision. Both the City and the Police Officers' Association recognize that unpredictable events, such as illness and terminations can affect scheduling, and that the longer in advance a schedule is posted, the greater the chance that a change in schedule may occur.

## **Article 23 - Community Service Officers' and Dispatchers' Break Between Shifts**

The City shall make every reasonable effort to schedule Community Service Officers' regular shift assignments with at least ten (10) hours between shifts. The City shall make every reasonable effort to schedule Dispatchers' shift assignments with at least eight (8) hours in between shifts.

## **Article 24 - Duty Differentials**



#### 24.1 Bomb Unit

The Chief may establish a bomb unit. Officer(s) assigned this hazardous detail shall receive five percent (5%) biweekly in addition to their regular pay.

#### 24.2 Standby Pay

Officers placed on standby alert by the Police Chief or their designee shall receive extra compensation at the rate of twelve and one-half percent (12 1/2%) of their hourly rate.

For purposes of this section, standby alert shall include "on call" status by detectives or other Officers designated by the Chief of Police or their designee.

#### 24.3 Canine Differential

Officers assigned canine responsibilities will receive two (2) hours credit which will accrue at the level of three hours (to comply with FLSA) leave per work week, in recognition of the time spent in the care, grooming, feeding, and activities related to canine handling.

#### 24.4 Other Duty Differentials

Officers assigned to Traffic Detail, Canine, PAL/Youth Services, Downtown Unit, Training Manager, Crime Reduction Unit, Press Information Officer and School Resource assignments shall receive 5% biweekly in addition to their regular pay.

A five percent (5%) work differential will be paid to those Detectives in the Investigative Services Division, to include when assigned full-time to an outside Task Force.

#### 24.5 Training Differential

Police Officers assigned as field training officers shall receive eight percent (8%) biweekly in addition to their regular pay for such duty and associated overtime.

Community Service Officers - in non-specialty assignments who are assigned training of field CSO's - shall receive eight percent (8%) biweekly in addition to their regular pay for such duty and associated overtime.

When the manager/sergeant responsible for the communications center assigns a non-Senior Dispatcher to serve as a member of the Training Team, the employee will receive a 5% differential while training entry-level probationary Dispatchers relative to the technical dispatch duties. Dispatchers who are not part of the Training Team are not eligible to receive the differential.

#### 24.6 Bilingual Differential

Based on the City and community need and the language proficiency of the employee, the

Human Resources Director may approve bilingual pay for Police Officers' Association classifications upon the recommendation of the Department Head. Approval will only be given where the employee's bilingual skill is regularly used in the course of City business.

Bilingual premium pay shall be \$181.96 biweekly for eligible Police Officers, \$125.44 for eligible Community Service Officers and \$90.00 biweekly for eligible Senior Dispatchers/Dispatchers, and shall become payable the first day of the pay period following proficiency certification. Effective October 11, 2015, bilingual premium pay shall be increased to \$200.00 biweekly for eligible Police Officers and \$138.46 biweekly for eligible Community Service Officers, Senior Dispatchers and Dispatchers. If a bilingual qualified employee works less than full-time, the biweekly differential will be prorated. If an employee is off work for over 30 consecutive calendar days, the employee will not receive the bilingual differential for the remainder of the leave; this will not take effect if the employee is out on 4850 disability leave.

In order to ensure that employees retain bilingual proficiency, a periodic requalification may be required and will be administered by the Human Resources Department.

#### **24.7 Community Service Officer – Differential**

- A. A Community Service Officer serving in one of the positions designated in this subsection shall receive an eight percent (8%) increment/differential above his or her base salary for the regular position of Community Service Officer. This increment/differential will be on base salary which does not include any other differential such as bilingual pay, etc.
- B. The Chief of Police shall have exclusive authority to appoint or to remove at their pleasure Community Service Officers assigned to the following areas: Investigations; Court Liaison; Traffic; and Support Services.
- C. Neither appointment to nor removal from such assignments shall be considered to be a grievance or discipline and no appeal may be taken from the Chief's decision.
- D. Up to six (6) positions may be assigned by the Chief of Police. The Chief shall not be obligated to fill all six (6) positions.

#### **24.8 Shift Differential**

Employees in the classifications of Dispatcher I/II and Senior Dispatcher who work the "Overlap", "Swing Shift" or "Midnights" shall be compensated by the payment of an additional five percent (5%) of their base pay for that shift. Shift differential does not apply to overtime hours worked, however, employees working one of the designated shifts as part of a shift trade shall receive the shift differential.

### **Article 25 - Master Officer**

The purpose of the Master Office Program is to recognize those officers who have distinguished themselves at the highest level of professionalism through specialized skills and who exhibit the highest degree of productivity and leadership by utilizing their specialized skills in their day-to-day activities.

**Qualification Requirements:**

- A. Master Officer I
  - Eligible after seven (7) years of San Mateo Police Department service as a Police Officer.
  - Possession of an Advanced POST Certificate.
  - Accumulation of two (2) "points" of specialty assignments.
  - Receives/Maintains an "exceeds standards" yearly evaluation.
  - Paid a 3.0% differential.
- B. Master Officer II
  - Eligible after fourteen (14) years of San Mateo Police Department service as a Police Officer.
  - Possession of an Advanced POST Certificate.
  - Accumulation of three (3) "points" of specialty assignments.
  - Receives/Maintains an "exceeds standards" yearly evaluation.
  - Paid an additional 2.0% differential, for a total of 5% differential.
- C. Master Officer III
  - Eligible after twenty-one (21) years of San Mateo Police Department service as a Police Officer.
  - Possession of an Advanced POST Certificate.
  - Accumulation of four (4) "points" of specialty assignments.
  - Receives/Maintains an "exceeds standards" yearly evaluation.
  - Paid an additional 2.0% differential, for a total of 7% differential.

All earned Master Officer Differentials will be paid in addition to any other earned differentials.

## **Article 26 - Holidays**

### **26.1 Holidays**

The holidays to be observed are as follows:

- |    |                               |                        |
|----|-------------------------------|------------------------|
| A. | New Year's Day                | January 1st.           |
| B. | Martin Luther King's Birthday | 3rd Monday in January  |
| C. | Presidents' Day               | 3rd Monday in February |
| D. | Memorial Day                  | Last Monday in May     |



- |    |   |                          |
|----|---|--------------------------|
| E. | Independence Day  | July 4th                 |
| F. | Labor Day   | 1st Monday in September  |
| G. | Veteran's Day   | November 11              |
| H. | Thanksgiving Day  | 4th Thursday in November |
| I. | Day after Thanksgiving  |                          |
| J. | Christmas Day   | December 25th            |
| K. | Every day approved by the City Council as a public holiday, public fast, thanksgiving or day of mourning.   |                          |
| L. | Floating holidays are to be taken on working days mutually agreeable to the employee and the department. CSO's and sworn safety personnel receive three (3) floating holidays annually. |                          |

## 26.2 Weekend Holidays

When a holiday falls on Sunday, the following Monday shall be observed. Employees who are not assigned a special holiday schedule shall be compensated for established holidays that fall on a Saturday by permitting approximately one-half (1/2) of the employees to celebrate the holiday on the Friday immediately preceding the Saturday holiday and the balance of the employees to celebrate the holiday on the following Monday. The employees shall receive seven calendar days' notice of the holiday schedule. City offices shall remain open on both days. If it is inconvenient to grant either day as a holiday, the equivalent time off shall be granted under the conditions provided in Section 27.5.

## 26.3 Special Holiday Schedule

Employees who are assigned a special holiday schedule because they cannot take holidays when they fall shall be compensated for holidays as follows:

- A. Such employees shall be compensated for thirteen (13) holidays a year by the granting of 4.0 hours of holiday credit per pay period. Such time off shall be taken off under the conditions specified in Section 27.5.
- B. Such employees shall be compensated for special holidays declared by competent authority by the granting of equivalent time off under the conditions specified in Section 27.5.

## 26.4 Authorized Holidays

Other merit system employees shall be compensated for holidays authorized or those declared by competent authority by the granting of equivalent time off under the conditions specified in Section 26.5.

## 26.5 Holidays Worked

If employees are required by the City to work on any of the above holidays, they shall be granted equivalent time off for holiday compensation under the following conditions:

A. Such time off shall be taken at the discretion of the Department Head, with due regard for the desires of the employee and the workload of the department.

B. Such equivalent time off shall never accumulate to more than forty (40) hours.

In the event one (1) or more holidays fall within an annual vacation leave of an employee who receives holiday time off, such holidays shall not be charged as vacation leave.

#### 26.6 Holiday Payment

Employees who have completed probation who have taken, or are scheduled to take, at least eighty (80) hours of vacation during a calendar year may, at their option, make an irrevocable election to sell back up to one hundred four (104) hours of accumulated holiday, vacation or annual leave or a combination thereof at the employee's established rate of pay plus all applicable differentials.

Requests to sell back must be received by Payroll no later than December 31<sup>st</sup> for the following year elections. No employee can sell back more than their current annual vacation accrual in the calendar year. Elected hours not requested for distribution (sell back) by December 1<sup>st</sup> will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

Employees joining the bargaining unit with leave balances in excess of the maximum accumulation of leave hours will automatically sell back the number of hours required to meet the maximum accumulation allowed.

#### 26.7 Holiday Allowance for Employees at Termination

Employees who terminate shall be paid in a lump sum for all accrued holiday leave with calculations based upon the employee's regular rate of pay.

### **Article 27 - Vacation**

#### 27.1 City Policy

Vacations are considered essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. Therefore, it shall be the policy of the City not to allow the excess accumulation of vacation leave.

All full-time regular employees shall be entitled to annual leave with pay as provided below.

#### 27.2 Vacation Allowance: Non-Safety

- A. Each non-safety employee shall be granted eighty (88) hours credit for vacation with pay on the day following completion of one (1) year of continuous service. Thereafter, for each additional biweekly pay period of service, the employee shall accrue vacation with pay at the beginning of the following biweekly pay period as follows:

<u>YEARS OF SERVICE</u>	<u>PAID LEAVE HOURS</u>	<u>BIWEEKLY ACCRUAL</u>
1 through 3 years	88 hours	3.39 hours
4 through 9 years	128 hours	4.92 hours
10th year	136 hours	5.23 hours
11th year	144 hours	5.54 hours
12th year	160 hours	6.16 hours
13th through 23rd years	180 hours	6.93 hours
24th year and beyond	200 hours	7.69 hours

The above allowances shall be prorated for employees beginning employment or leaving employment with the City during a biweekly pay period.

### 27.3 Vacation for Safety Employees

All merit system employees classified as safety employees by the Public Employees' Retirement System, shall be entitled to an annual paid vacation after completion of continuous service with the City as follows:

<u>YEARS OF SERVICE</u>	<u>PAID LEAVE HOURS</u>	<u>BIWEEKLY ACCRUAL</u>
1 through 3 years	88 hours	3.39 hours
4 through 9 years	128 hours	4.92 hours
10th year	136 hours	5.23 hours
11th year	144 hours	5.54 hours
12th year	160 hours	6.16 hours
13th through 23rd years	180 hours	6.93 hours
24th year and beyond	200 hours	7.69 hours

### 27.4 Vacation Accumulation

Employees may not accrue more than two (2) times their annual vacation leave at the end of any biweekly pay period without loss of vacation days unless specifically approved by the Department Head. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

### 27.5 Continuous Service Defined

- A. Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.
- B. As used in this Section, year of completed continuous service shall include, but not

be limited to, all time while the employee is on sick leave and/or vacation pay.

- C. Neither military leave nor leave of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

#### 27.6 Vacation Scheduling

The time at which employees may take their vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the needs of the service. However, the City recognizes that premium vacation time is a sought-after commodity, and therefore agrees that to the extent possible, vacation shall be allowed for at least two (2) police officers at a time from each of the four (4) shifts.

#### 27.7 Amount Of Vacation Time

Employees may use only the vacation to their credit with the following exception:

#### 27.8 Vacation Emergency

The Department Head is authorized to grant use of up to two (2) days vacations in advance of accrual only in instances where vacationing employees are unavoidably detained through no fault of their own and the employee has no other accrued leave credits.

#### 27.9 Proportionate Vacation

A merit system employee who works part-time shall accrue vacation at a proportionate rate of full-time credit.

#### 27.10 Vacation Allowance For Terminated Employees

Employees who terminate shall be paid in a lump sum for all accrued vacation leave earned, with calculations based upon the employee's regular rate of pay.

#### 27.11 Vacation Payment

Employees who have completed probation who have taken, or are scheduled to take, at least eighty (80) hours of vacation during a calendar year may, at their option, make an irrevocable election to sell up to one hundred and four (104) hours of accumulated vacation, annual leave or holiday or a combination thereof at the employee's established rate of pay plus all applicable differentials.

Requests to sell back must be received by Payroll no later than December 31<sup>st</sup> for the following year elections. No employee can sell back more than their current annual vacation accrual in the calendar year. Elected hours not requested for distribution (sell

back) by December 1<sup>st</sup> will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

Employees joining the bargaining unit with leave balances in excess of the maximum accumulation of leave hours will automatically sell back the number of hours required to meet the maximum accumulation allowed.

## **Article 28 - Sick Leave**

### **28.1 Purpose**

The purpose of this Section is to continue the compensation of employees who must remain off their jobs because of illness or disability. Such sick leave is a privilege which employees can exercise in the event of their bona fide illness or disability or in the event their presence away from work is essential because of illness, death or disability of immediate members of their family.

### **28.2 Sick Leave Accrual**

For full-time regular and probationary employees, sick leave shall be accrued at the rate of three and seven tenths (3.7) hours for each biweekly pay period of service, or ninety-six (96) hours per year. Unused sick leave shall be accumulated.

Any employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credits. Sick leave shall accrue during an absence which is a result of occupational disability resulting from City service.

### **28.3 Doctor's Certification**

A Department Head is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the Director of Human Resources.

A doctor's certification shall be required in all cases where the period of absence exceeds five (5) working days. The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence where, in the opinion of the department head, evidence exists that sick leave has been misused and a prior warning has been given to the worker regarding the abuse of sick leave.

### **28.4 Protected Sick Leave**

Protected sick leave may be taken, and if taken, shall be charged to sick leave or, with the concurrence of the department head, to vacation, holiday, or compensatory time off (CTO) leave, for the following reasons:



- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, as defined in California Labor Code 245.5(c).
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Not more than seventy-two (72) hours of protected sick leave shall be granted in any one (1) year. However, if extenuating circumstances exist at the discretion of the Department Head and Human Resources Director, a reasonable extension of the seventy-two (72) hour limit may be granted by the Department Head. Any additional leave so granted shall be charged against the employee's accumulated sick leave.

#### 28.5 Extended Sick Leave

After one (1) year of continuous merit system service, employees who have exhausted all earned leave benefits may be granted extended sick leave pay at the rate of seventy-five percent (75%) of regular salary upon the recommendation of the Department Head.

After each thirty (30) calendar days of such sick leave, each case requiring additional sick leave shall be reviewed by the Department Head and Human Resources Director, and approved by the Personnel Officer. Such extended sick leave shall not be charged to the employee's future sick leave accumulation during this period of extended sick leave.

#### 28.6 Bereavement Leave

In the event of a death in the immediate family, workers may take accrued sick leave of up to three (3) days, or up to five (5) days at the discretion of the employee's Department Head, in the event of a death of an immediate member of their family. Bereavement Leave shall be tracked separately from Protected Sick Leave. At the employee's request, and at the discretion of the employee's Department Head, additional time off can be taken and charged to vacation, holiday or compensatory time balances.

In this context only, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of their death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

#### 28.7 Sick Leave Allowance for Retiring Employees

Employees who retire shall be paid for all eligible accrued sick leave, with calculations based upon the employee's regular rate of pay. The employees shall be paid per the Association's separation pay election found in section 35.4 or a related side letter.

## Article 29 - Annual Leave Program

Permanent employees who have successfully completed probation may elect to participate in the Annual Leave Program in lieu of the sick leave/ vacation programs.

- A. Implementation. Effective November 1, 1999, and each November thereafter, permanent employees in the Unit will be offered the opportunity annually to transfer between the sick leave/vacation leave program and the annual leave program. The option to change shall become effective as of the beginning of the first full pay period in January, of each year.
- B. Any employee transferring into the annual leave program who exceeds six (6) working days of sick leave over a two (2) year average will be required to charge sick leave usage to annual leave balance until the twenty-four (24) months average falls below six (6) working days for a period of twelve (12) months. Paid leave benefits under the Annual Leave Program will be as follows:

1) Non-Safety Employees

<u>YEARS OF SERVICE</u>	<u>PAID LEAVE HOURS*</u>	<u>B/W ACCRUAL</u>
1 through 3 years	136 hours	5.23 hours
4 through 9 years	176 hours	6.77 hours
10th year	184 hours	7.08 hours
11th year	192 hours	7.38 hours
12th year	208 hours	8.00 hours
13th through 23rd yrs.	228 hours	8.77 hours
24th yr. and beyond	248 hours	9.54 hours

2) Safety Employees

<u>YEARS OF SERVICE</u>	<u>PAID LEAVE HOURS*</u>	<u>B/W ACCRUAL</u>
1 through 3 years	136 hours	5.23 hours
4 through 9 years	176 hours	6.77 hours
10th year	184 hours	7.08 hours
11th year	192 hours	7.38 hours
12th year	208 hours	8.00 hours
13th through 23rd yrs.	228 hours	8.77 hours
24 <sup>th</sup> yr. and beyond	248 hours	9.54 hours

- 3) Present Accrual Rates. Vacation and sick leave credits do not accrue on the annual leave program.
- 4) Maximum Accrual. Employees may not accrue more than two times their annual leave as of the first of any pay period without loss of annual leave days unless specifically approved by the Department Head.
- 5) Sick Leave Balance Upon Conversion. Any balance of sick leave hours

shall be retained by the employee. Sick leave hours shall be retained until used or paid in accordance to Memorandum of Understanding. The maximum sick leave hours which can be converted for payment upon retirement under annual leave is one hundred fifty (150) days.

- 6) Vacation Balance Upon Conversion. Any balance of vacation hours shall be added to annual leave. Said hours shall be subject to the conditions outlined herein for annual leave usage.
- 7) Employee Illness. Annual leave may be used for employee illness upon the approval of the Department Head.
- 8) Family Leave. Annual leave may be used for family leave purposes with the approval of the Department Head.
- 9) Vacation Leave. Annual leave may be used for vacation or other personal reasons at the convenience of the department with the approval of the Department Head.
- 10) Increments Taken. Annual leave may be taken in increments of one (1) hour.
- 11) Payoff Upon Separation. Employees shall be paid for all accrued annual leave credits upon separation in good standing from City service.
- 12) Effective with the first full pay period in January, 1992, the limit for payment for unused accumulated sick leave for employees participating in the annual leave program upon service retirement shall be raised from one hundred twenty (120) days to one hundred fifty (150) days at fifty percent (50%) of the total number of days accumulated; i.e., a maximum of seventy-five (75) days.
- 13) Annual Leave Advance. The City shall approve an annual leave advance for vacation purposes to an employee if requested by the employee seven (7) days before the date the payment is to be made. The amount shall be seventy-five percent (75%) of the previous net paycheck.
- 14) Proportionate Annual Leave. A merit system employee who works part-time shall accrue annual leave at a proportionate rate of full-time credit.
- 15) Annual Leave Payment. Employees with over five (5) years of service who have taken, or are scheduled to take, at least eighty (80) hours of annual leave during a calendar year may, at their option, make an irrevocable election to sell up to one hundred and four (104) hours of accumulated annual leave, vacation or holiday or a combination thereof at the employee's established rate of pay.

Requests to sell back must be received by Payroll no later than December 31<sup>st</sup> for the following year elections. No employee can sell back more than their current annual vacation accrual in the calendar year. Elected hours not requested for distribution (sell back) by December 1<sup>st</sup> will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

Employees joining the bargaining unit with leave balances in excess of the maximum accumulation of leave hours will automatically sell back the number of hours required to meet the maximum accumulation allowed.

16) Annual Leave - Illness - Doctor's Certificate. A Department Head is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the Personnel Officer.

- a) A Department Head may require the employee on sick leave to submit a doctor's certification that the illness or disability is bona fide.
- b) The doctor's certification shall be required in all cases where the period of absence exceeds five (5) working days. The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence, where, in the opinion of the Department Head, evidence exists that sick leave has been misused and a prior warning has been given to the employee regarding the abuse of sick leave.

17) Protected Sick Leave.

Protected sick leave may be taken and, if taken, shall be charged to annual leave for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, as defined in California Labor Code 245.5(c).
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Not more than seventy-two (72) hours of such family sick leave shall be granted in any one year for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member. However, if extenuating circumstances exist in the opinion of the Department Head, a reasonable extension of the seventy-two (72) hour limit

may be granted. Additional leave so granted shall be charged against the employee's accumulated sick or annual leave, at the employee's option.

- 18) Extended Annual Leave for Illness. After one (1) year of continuous merit system service, employees who have exhausted their earned annual leave benefits may be granted extended sick leave pay at the rate of seventy-five percent (75%) of regular salary upon the recommendation of the Department Head. After each thirty (30) calendar days of such sick leave, each case requiring additional sick leave shall be reviewed by the Department Head and Human Resources Director, and approved by the Personnel Officer. Such extended sick leave shall not be charged to the employee's future annual leave accumulation during this period of extended annual leave.
- 19) Bereavement Leave. In the event of a death in the immediate family, workers may take accrued sick leave or annual leave of up to three (3) days, or up to five (5) days at the discretion of the employee's Department Head, in the event of a death of an immediate member of their family. Bereavement Leave shall be tracked separately from Protected Sick Leave.

In this context only, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of their death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

- 20) Employees who terminate shall be paid in a lump sum for all accrued annual leave earned, with calculations based upon the employee's regular rate of pay.

### **Article 30 - Accumulation of Vacation, Sick Leave, and Holiday Credits**

Vacation, sick leave, and holiday credits shall be made on a pro rata basis to an employee in accordance to regular hours (non-overtime) on the payroll. Credit shall not be received for time off without pay.

### **Article 31 - Daily Hour Value**

The hour value of a leave day for holidays, annual leave, or other leave shall be determined by dividing the average number or regularly scheduled weekly hours by five (5), which result provides the ratio of hours of all weekly hour schedules to the five (5) day – forty (40) hour per week employee.



## **Article 32 - Benefits**

### **32.1 Life Insurance**

The City shall provide employees with fifty thousand dollars – (\$50,000) life insurance effective April 1, 2002, without regard to membership in any health plan.

### **32.2 AD&D Insurance**

The City shall provide employees a ten thousand dollars (\$10,000) accidental death and dismemberment (twenty-four (24)-hour coverage) insurance policy without regard to membership in any health plan.

### **32.3 Health Insurance**

The City shall make contributions on behalf of those employees eligible for Group Medical Coverage, or Medicare, Part B under the various plans available to the City in the amounts necessary to a maximum contribution of one hundred sixty dollars (\$160.00) per employee per month.

The City shall contract with the Public Employees' Retirement System to make available to eligible current and retired employees benefits equal to the State Employees' Medical and Hospital Care Act.

If, during the term of this agreement, a health plan is mandated by the Federal Government, the City and the Association agree to open negotiations on the subject of possible modification of the health plan only. It is understood that in case of such mandated health plan, the City shall be liable for up to the mandated cost or the amounts specified above, whichever is higher.

### **32.4. Pool Money**

It is understood that during the term of this contract, the City may seek expert opinion as to the parameters of this plan and all contributions to pool outlined below are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer if any part of this structure is found to be noncompliant.

Pool Money for Merit Employees:

Waive Coverage:

Effective January 6, 2013, employees who waive health insurance entirely shall receive \$100.00 per month as part of their salary. Effective January 3, 2016, employees who waive health insurance entirely shall receive \$160.00 per month as part of their salary.

Single Coverage:

Effective January 6, 2013, for employees choosing Single coverage, the employee's monthly pool money distribution will cover 100% at the Single Party level for the cost of the least expensive HMO plan covering Bay Area health care providers offered under the PEMHCA contract. Effective January 3, 2016, for employees choosing Single coverage, the employee's monthly pool money distribution will cover 100% at the Single Party level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

Two Party Coverage:

Effective January 6, 2013, for employees choosing 2-Party coverage, the employee's monthly pool money distribution will cover 90% at the 2-Party level for the least expensive HMO plan covering Bay Area health care providers offered under the PEMHCA contract. Effective January 3, 2016, for employees choosing 2-Party coverage, the employee's monthly pool money distribution will cover 90% at the 2-Party level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract

Family Coverage:

Effective January 6, 2013, for employees choosing Family coverage, the employee's monthly pool money distribution will cover 90% at the Family level up to the least expensive HMO plan covering Bay Area health care providers offered under the PEMHCA contract. Effective January 3, 2016, for employees choosing Family coverage, the employee's monthly pool money distribution will cover 90% at the Family level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

32.5 Cafeteria Plan

The parties are aware that the City's Cafeteria Plan of benefits may be impacted by recent and ongoing changes in tax law. The City agrees to meet and confer regarding proposed changes in the structure of the Plan prior to making changes. The level of benefits and City's contribution shall not be open to re-negotiation. Benefits shall be taxed as required by law.

32.6 Dental Insurance

The City shall provide dental benefits consistent with the basic plan provided as of July 1, 1997, for the employee and eligible dependents during the term of this Agreement. Effective September 1, 1999, the City shall increase the maximum annual reimbursement in the dental insurance program to three thousand dollars (\$3000) and add Orthodontics coverage with a fifty percent (50%) life-time maximum of two thousand dollars (\$2000). Effective April 1, 2002, employees and eligible dependents shall be covered by a 100/80/80 UCR plan.

32.7 Vision Insurance

The City shall provide vision benefits consistent with that provided for other City Unions.

The carrier of this plan is Vision Service Plan (VSP) and the plan coverage is Plan C which provides exam, lenses and frames annually with a twenty-five dollars (\$25) employee co-payment.

32.8 Long Term Disability (LTD)

As of September 1, 1999, the City no longer provides Long Term Disability Insurance for this Union. Members are currently paying for LTD benefits through their PORAC membership.

## **Article 33 - Economic Benefits other than Salary**

33.1 Mileage Allowance

City employees who must use their private vehicles for official business shall be compensated at the IRS rate. For purposes of this section "official business" includes court appearances. Mileage shall be measured from the San Mateo Police Department to court or from the employee's home to court, whichever is the shorter distance.

33.2 Uniform and Equipment Allowance

A. Initial Uniform Allowance

Prior to graduation from the Police Academy or upon hire for CSO's and lateral entry officers, the City shall provide uniforms which shall consist of the following:

1. Police Safety Personnel
  - 1 long sleeve shirt w/patch
  - 2 short sleeve shirts w/patch
  - 2 pairs of pants w/braid
  - 1 car coat w/patch
  - 1 tie
  - 1 belt
  - 1 hat and cap piece
  - 1 white shirt
  - 1 pair shoes or boots
2. Community Service Officers
  - 1 long sleeve shirt w/patch
  - 2 short sleeve shirts w/patch
  - 2 pairs of pants
  - 1 car coat w/patch
  - 1 belt
  - 1 pair shoes or boots

If a new hire fails to successfully complete probation, the uniform will be returned to the City.

B. Police Damage Reimbursement

Employees of the Police Department shall be reimbursed the reasonable value of any personal equipment or clothing damaged or destroyed in discharging duties under stress or strain where normal caution cannot be exercised.

C. Repair or Replacement of Damaged Uniform Items and Personal Property

The City agrees to reimburse employees in the Police Department for the repair or replacement of uniform items, and for other personal property damaged, lost, or stolen in the course of employment and performance of their assigned duties, other than normal wear and tear in accordance with the policy provisions as set forth in the Police Department's General Orders.

D. Uniform Allowance

The uniform allowance for Police Officers shall be \$38.46 per pay period, \$8.00 per pay period for Dispatchers and \$30.77 per pay period for Community Service Officers.

E. Police Safety Equipment

The City shall furnish all safety equipment required by the City, including firearms, for the use of new full-time Police Officers. Such safety equipment and any and all replacements furnished by the City shall remain the property of and under the control of the City.

33.3 Police Educational Incentive Program

A. Eligibility

The educational incentive program is open to all merit system employees of the San Mateo Police Department classified as safety employees by the Public Employees' Retirement System.

B. Qualifications

1. Possession of a P.O.S.T. Intermediate Certificate shall qualify an employee for three and one-half percent (3.5%) of his or her basic salary, rounded to the nearest dollar, provided that no such payment shall exceed three and one-half percent (3.5%) of the maximum salary for Police Sergeant.

2. Possession of a P.O.S.T. Advanced Certificate shall qualify an employee for seven percent (7%) of his or her basic salary, rounded to the nearest dollar, provided that no such payment shall exceed seven percent (7%) of the maximum salary for Police Sergeant.
3. Upon qualification an employee shall be entitled to educational incentive pay from the first full pay period following the date of submittal and acceptance. Educational incentive pay will be paid on a biweekly basis.

#### 33.4 Defense of Police Officers

The City agrees to provide for the defense of a criminal/civil action or proceeding brought against a safety employee or former safety employee of the Police Department as it determines proper under California Government Code Section 995 et seq.

### **Article 34 - Salaries**

#### 34.1 Compensation Increases During the Term of this Agreement

Effective the pay period of October 21, 2018 all represented classifications will receive an across the board increase of two percent (2%).. Furthermore, in recognition of the need to recruit and retain highly qualified personnel, the Police Officer classification shall receive an additional one percent (1%) increase.

Effective June 30, 2019 all represented classifications will receive an across the board increase of two percent (2%). Furthermore, in recognition of the need to recruit and retain highly qualified personnel, the Police Officer classification shall receive an additional one percent (1%) increase.

Effective June 28, 2020 all represented classifications will receive an across the board increase of two percent (2%). Furthermore, in recognition of the need to recruit and retain highly qualified personnel, the Police Officer classification shall receive an additional one percent (1%) increase.

The salary of a Police Officer Trainee will remain fixed at 85% of step one of Police Officers.

#### 34.2 Compensation Survey

Police Officer, Dispatcher and Community Service Officer benchmarks will be surveyed in comparable cities (populations from 50,000 to 150,000) within San Mateo, Santa Clara and Alameda counties. The next survey will be compiled no later than three (3) months prior to the expiration of this Memorandum of Understanding. The City will notify the Association of any change in survey methodology and will meet upon request.



### 34.3 Deferred Compensation

Effective the pay period of October 21, 2018 the City shall three and one-half percent (3.5%) of base salary for each employee in the Police Officer classification and one percent (1%) for each employee in the CSO or Dispatcher classification series to an Internal Revenue Code Section 401 (a)(h) deferred compensation plan program in lieu of a Post Retirement Survivors' Allowance program.

The City shall contract with a third-party administrator to establish and administer a 401(a)(h) Plan that shall include the 401(h) component for funding of retirement medical expenses. Any administrative fees associated with administering the plan shall be paid by the City. The City has the authority to select the administrator, which may change from time to time based on cost and service provided.

### 34.4 Retirement Health Savings Account

#### City Contribution

Effective the pay period of October 21, 2018, the City will contribute four percent (4%) of base salary per month for all classifications in the bargaining unit to a Retirement Health Savings Account.

#### Separation Pays

At the time of service or disability retirement from City merit employment:

- All eligible sick leave, vacation leave, compensatory time, holiday leave, and annual leave shall be contributed pre-tax to the employee's RHSA.

At the time of non-retirement separation from City merit employment, no accrued leaves will be contributed to the employee's RHSA.

The Association may elect to change the above conversion of separation pay arrangements for each successive calendar year of this Agreement. The Association must notify the City's Human Resources Department in writing no later than November 30<sup>th</sup> of the change(s) to be made for the following calendar year. In the event notification is not received by the deadline, the contributions and separation pay arrangements in effect at the time will continue for the following calendar year.

### 34.5 Base Pay and Premium Pay Calculations

The annual hourly factor used to calculate the hourly rate for premium pay is 2,080 hours. Base salary shall be predicated on 2,080 hours. The hourly rate is used to determine the following premium pay benefits:

Out-of-Class Pay  
Overtime Pay

Standby Alert  
Discretionary Leave Buy-Backs

## **Article 35 - Retirement**

### **35.1 Legislation**

Retirement benefits shall be compensated for under applicable legislation pertaining to the Public Employees' Retirement System.

### **35.2 Internal Revenue Service (IRS) Code**

Subject to the agreement of other affected employee organizations, the City will adopt provisions allowing for employees to pay for prior military service credit on a pretax basis utilizing the IRS 414(H)(2) provision.

### **35.3 Retirement Benefit Plans**

The City currently provides the following retirement benefits:

#### **Safety**

- 3% @ 50 with single year highest compensation for “classic” members hired before December 9, 2012.
- 3% @ 55 with highest average annual pensionable compensation earned during 36 consecutive months of service for “classic” members hired on or after December 9, 2012.
- 2.7% @ 57 with highest average annual pensionable compensation earned during 36 consecutive months of service for “new” members hired on or after January 1, 2013.

#### **Miscellaneous**

- 2% @ 55 with single highest year compensation for “classic” members hired before December 9, 2012.
- 2% @ 55 with highest average annual pensionable compensation earned during 36 consecutive months of service for “classic” members hired on or after December 9, 2012.
- 2% @ 62 with highest average annual pensionable compensation earned during 36 consecutive months of service for “new” members hired on or after January 1, 2013.

### **35.4 Retirement Contribution**

Effective October 11, 2015, classic members shall pay 50% of the total normal cost rate, with a cap of 14% for safety and 8% for miscellaneous, in accordance with Government Code 7522.30. For the remainder of fiscal year 2015-2016, the amount paid by classic safety members shall be 13.2% and the amount paid by classic miscellaneous members shall be 7.2%. The contributions toward employer rate will be pre-tax under 414(h)2.

New members hired on or after January 1, 2013 shall pay 50% of the total normal cost rate, in accordance with Government Code 7522.30. For the remainder of fiscal year 2015-2016, the amount paid by new safety members shall be 11.25% and the amount paid by new miscellaneous members shall be 6.25%. The contributions toward employer rate will be pre-tax under 414(h)2.

## **Article 36 - Classification and Compensation Studies**

- 36.1 An employee may request once every twenty-four (24) months, a re-evaluation of their job based on significant changes in job content and classification description. The request must contain justification. Following Department Head review, the request shall be forwarded, within thirty (30) days, to the Human Resources Director. Any changes determined will become effective the first pay period following the decision, or the job will be returned to its previous status.
- 36.2 An appeal to the findings of a classification and compensation study must be submitted to the Human Resources Director in writing within ten (10) working days of an employee's receipt of notification of the survey results. The employee must clearly state the reasons for the appeal. Appeals do not include matters for which a prior appeal opportunity was present. The Human Resources Director will submit the appeal and the recommendation of the Human Resources Department to the Personnel Board, who will hear the appeal as soon as practicable after receipt.
- 36.3 During the term of the Agreement, no Unit-wide classification and/or compensation studies will be undertaken.

## **Article 37 - Separability of Provisions**

In the event that any provisions of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

## **Article 38 - City Rights**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituents' departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary compensation ion; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; and exercise complete control and discretion over its organization and the technology of performing its work.

Changes in scheduling and assignment of personnel are the right of the City, and nothing in the establishment of a working schedule, or alternative schedules, indicates any vesting in the schedule by employees. The Association acknowledges the City's right to change scheduling practices and procedures as the City deems appropriate to the mission and concerns of operations. The City will give appropriate advance notice of changes to scheduling to the Association and upon request will meet and confer regarding the impact of such changes prior to implementation of any change.

The parties agree that all subjects not specifically listed herein are retained by the City, and the Association further agrees to waive its rights to grieve concerning the contemplation, approval, application and implementation or adoption of any management rights whether hereto listed or not. The City agrees that it has an obligation to meet and confer on the impacts of decisions made within the scope of bargaining.

### **Article 39 - No Strike**

The Association, its members and representatives, agree that during the term of this agreement they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties growing out of any dispute relating to the terms of this agreement. Neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum of Understanding, during the term of this agreement.

### **Article 40 - Contracting Out**

Prior to any final decision regarding the contracting out of bargaining unit work, which would result in layoff, the City will provide prior notice to the Association and, upon request, meet and confer on the impact of the layoff.

### **Article 41 - Reopener /Continued Discussion**

The parties recognize that, at times during the lengthy term of this agreement, a party may wish to discuss a matter covered by the agreement. It is agreed that the parties will meet and discuss, although without any obligation to agree or modify agreement provisions, non-economic issues. In addition, the parties agree to continue to discuss attraction and retention initiatives during the term of the contract.

### **Article 42 - Termination of Agreement**

This Agreement shall terminate as of the close of business at midnight, June 30, 2021.

The existing and unmodified rules, regulations, resolutions, or ordinances relating to wages, hours and conditions of employment not covered in this Agreement for employees in this Unit shall remain unchanged for said period unless such changes are the result of meeting and conferring as required by law.



## SIGNATURES

SAN MATEO POLICE OFFICERS ASSN.

CITY OF SAN MATEO



Nickolas Morsilli



Galina Velikovich



Nicole Von Glahn



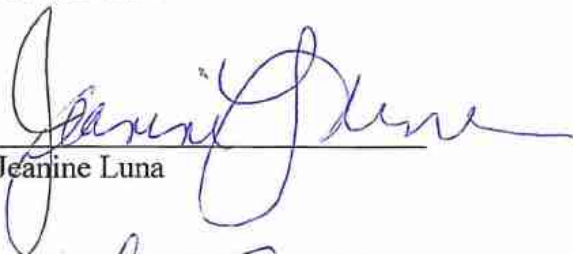
Matthew Lethin



Edward Han



Fran Buchanan



Jeanine Luna



Alfredo Sandoval



Peter Hoffman

\_\_\_\_\_  
Date

## **Benefit Summary Sheet: Police Unit 2015**

The following list summarizes the various benefit programs in effect for members of the Police Unit as of August, 2015:

Dental Insurance	Fully City paid. 100/80/80 basic plan with a \$15 annual deductible and a \$3,000 annual maximum payment. The lifetime orthodontic benefit is 50% to a life-time maximum of \$2,000. Refer to dental brochure for specific benefits.
Vision Insurance	Fully City paid vision coverage.
Employee Assistance Program	Confidential counseling services; City paid. Employees receive six (6) free visits per contract year.
Holiday	13 per year. See MOU for details.
Life Insurance	\$50,000 life coverage; \$10,000 Accidental Death and dismemberment. Fully City paid.
Mileage Allowance	IRS rate per mile for Police Officers and Community Service Officers.
Dedicated Health	City Contribution \$160.00 month. Pool Money See MOU for pool changes and premium cost sharing.
Retirement Program	See MOU for pension tiers and payment of pension costs.
Sick Leave	12 days per year earned; unlimited accumulation; see MOU for specifics re: use, extended sick leave, and family sick leave.
Social Security	Paid equally by employee and City---7.65% for non-safety and 1.45% (Medicare) for newly hired Police Officers.
Uniform Allowance	\$38.46 per pay period for Police Officers, \$8.00 per pay period for Dispatchers and \$30.77 per pay period for Community Service Officers.

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