



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDWOOD CITY

AND

THE REDWOOD CITY POLICE OFFICERS ASSOCIATION

SEPTEMBER 1, 2018 – AUGUST 29, 2021

TABLE OF CONTENTS

Section	Page #
PREAMBLE -	1
SECTION 1 - RECOGNITION	2
1.1 Union Recognition.....	2
1.2 Employer Recognition	2
SECTION 2 - EEO/ADA	2
2.1 No Discrimination	2
2.2 Americans With Disabilities Act (ADA)	2
SECTION 3 - ASSOCIATION SECURITY	3
3.1 Dues Deductions.....	3
3.2 Bulletin Boards.....	4
3.3 Use of City Facilities.....	4
3.4 Advance Notice.....	4
3.5 Access to Work Locations.....	4
3.6 New Employee Orientation	5
SECTION 4 - CITY RIGHTS.....	5
SECTION 5 - ASSOCIATION REPRESENTATIVES	5
SECTION 6 - NO STRIKE	6
SECTION 7 - PAY	6
7.1 Salary Increases	6
7.2 Salary Increase on Promotion.....	7
7.3 Pay Period	7
7.4 Premium Pay.....	8
7.5 Bilingual Pay	8
7.6 Officer-In-Charge Pay	8
7.7 Court Pay.....	8
7.9 Call-Back / Call-Out Pay	9
7.10 Educational Incentive.....	9
7.11 K-9 Maintenance Compensation.....	9
7.12 Overtime	10
7.13 Uniforms and Safety Equipment	10
7.14 Holidays	12
7.15 Vacations	13
7.16 Special Days Off	14
7.17 Illness During Vacation	14
7.18 Mileage Payment	14
7.19 Tuition Reimbursement.....	15

7.20	Lateral Recruitment Incentive Award	15
7.21	Detective On Call Pay	16
SECTION 8 - WORK WEEK AND WORK PERIOD		16
8.1	Regular Workweek and Work Period	16
8.2	4/10 and 3/12½ Schedule	16
SECTION 9 - LEAVES		16
9.1	Sick Leave	16
9.2	Industrial Disability Leave	19
9.3	Military Leave	20
9.4	Leave of Absence Without Pay	20
9.5	Jury Duty	20
9.6	Pregnancy Leave of Absence Without Pay	20
9.7	Leave for Pregnancy Disability	21
9.8	Parental Leave of Absence	22
9.9	Absence Notification	22
9.10	Bereavement Leave	22
9.11	Family and Medical Leave	22
SECTION 10 -HEALTH PLANS		23
10.1	Health and Cafeteria Plans	23
10.2	Cafeteria Plan	23
10.3	Savings Clause	26
10.4	Dental	27
10.5	Life Insurance	27
10.6	Long Term Disability Insurance	27
10.7	Vision Care	27
SECTION 11 -PROBATION		28
11.1	New Employees	28
11.2	Promoted Employees	28
11.3	Specialty Assignments	28
SECTION 12 -PROMOTION		29
12.1	Examination	29
12.2	Eligible List	29
SECTION 13 -RESIGNATION		29
SECTION 14 -RETIREMENT		30
14.1	Retirement Plan	30
14.2	Optional Provisions Added	30
14.3	City's Contribution to Retirement System	30
14.4	Employee's Contribution to Retirement System	31
14.5	414(h)(2) Internal Revenue Service Code	31
SECTION 15 -LAYOFF		31
15.1	Order of Layoff	31
15.2	Order of Rehire	32
15.3	Break in Service	32
15.4	Benefits During Layoff	32

V F K9

SECTION 16 -PERSONNEL FILES	32
SECTION 17 -GRIEVANCE PROCEDURE	32
17.1 Definitions	32
17.2 General Provisions	33
17.3 Procedure	34
SECTION 18 -DISCIPLINE	37
18.1 Right of Discipline.....	37
18.2 Pre-Disciplinary Notice and Hearing	37
18.3 Appeals	38
SECTION 19 -OUTSIDE EMPLOYMENT	38
SECTION 20 -SAFETY	39
SECTION 21 -LIMITED DUTY WORK	39
SECTION 22 -DAMAGED PROPERTY OF POLICE DEPARTMENT EMPLOYEES.....	40
SECTION 23 -SEPARABILITY OF PROVISIONS.....	40
APPENDICIES	
A - Core Reference Materials	41
B - Salary Exhibits	42

PREAMBLE

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

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

This MOU shall be presented to the City Council of the City of Redwood City as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing September 1, 2018, and ending August 29, 2021.

SECTION 1 - RECOGNITION

1.1 Union Recognition

Redwood City Police Officers Association (RCPOA), hereinafter referred to as "the Association," has been recognized as the Majority Representative, pursuant to the Employer-Employee Resolution of the City initially adopted August 7, 1972, and periodically revised subject to the provisions of Government Code section 3507, for the regular full-time employees assigned to the classes set forth in Section 7 of this MOU. This unit of employees shall for the purposes of identification be titled the Police Unit.

1.2 Employer Recognition

The City Manager is the representative of the City of Redwood City, hereinafter referred to as "the City," in employer-employee relations pursuant to the Employer-Employee Resolution of the City adopted August 7, 1972.

SECTION 2 - EEO/ADA

2.1 No Discrimination

It is the policy of the City of Redwood City to provide equal employment opportunity to all employees and applicants for employment. All employment practices, such as recruitment, selection, promotions, and other terms and conditions of employment are administered in a manner designed to ensure that employees and applicants for employment or services are not subjected to discrimination on the basis of age (over 40), race, color, sex, national origin, medical condition, disability, sexual orientation, marital status, religious or political preference, union affiliations, or any other basis protected by applicable federal, state and local laws. Complaints of discrimination based on a legally-protected classification shall not be subject to the grievance procedure in this MOU. See the City's Policy on Harassment, Discrimination, and Retaliation for the City's internal Complaint Procedure.

2.2 Americans With Disabilities Act (ADA)

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this MOU may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and conditions of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Subject to the employee's written consent, the Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice in the grievance/arbitration procedure.

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

SECTION 3 - ASSOCIATION SECURITY

3.1 Dues Deductions

3.1.1 General

All employees within the bargaining unit represented by the Association may voluntarily join the Association and pay membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (hereinafter "payroll deductions") as determined by the Association. It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues to the Association. The Association shall annually certify to the City the amount of such payroll deductions to be deducted. If a deduction amount changes mid-year, the Association shall certify to the City the new amount prior to the City's implementation of the change.

3.1.2 Payroll Deductions/Authorizations

The City agrees to deduct the periodic payroll deductions from the paycheck of each employee who voluntarily executes a valid authorization form as certified by the Association. The City will implement the deduction in the first full pay period following the date the Association certifies to the City that it has and will maintain the individual employee's authorization for such deduction. All sums deducted by the City shall be remitted to the Association within one (1) pay period after such deductions are made.

The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no deductions will be made to cover that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Association deduction. The City shall provide notice to the Association of any member that is in a non-paid status to afford the Association an opportunity to collect its payroll deductions from the employee.

If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the City shall direct the employee member to the Association. If the employee then revokes, cancels or changes his or her dues deduction authorization, the Association shall immediately notify the City of the revocation, cancellation or change. Any such dues deduction revocation, cancellation and/or change shall be effective in the first full pay period following the Association's notice to the City regarding the revocation, cancellation or change. If a dispute arises about the existence or terms of an individual authorization, the Association shall provide a copy of the authorization to the City upon its request.

The Association hereby agrees to indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of

Association dues. In addition, the Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

It is understood that all bargaining unit members may decline to join the Association. Such individuals may forego certain benefits exclusively provided via the Association to its members.

3.2 Bulletin Boards

The City shall provide suitable space for a bulletin board in the Police Department. The Association shall provide a bulletin board no larger than thirty inches by forty inches (30" x 40"). The Association shall only be allowed to use such bulletin boards for communications having to do with official Association business, such as time and place of meetings.

3.3 Use of City Facilities

City employees or the Association or their representatives may in accordance with established City policies, be granted the use of City facilities for meetings of City employees provided space is available.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and whiteboards, is strictly prohibited unless written approval is received in advance from the City, the presence of such equipment in approved City facilities notwithstanding.

3.4 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Association if affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and the Association shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City management determines that an ordinance, rule, resolution, or regulation reflecting a change within the scope of representation must be adopted immediately, without prior notice of meeting with the Association, City management shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

3.5 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation.

Such officers or representatives shall not enter any work location without the prior consent of the City Manager or his or her designated representative.

Prearrangement for routine contact may be made by agreement between the Association and the department head and when made shall continue until revoked.

Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be

conducted during working hours unless approved in advance by the City Manager or his or her designated representative.

3.6 New Employee Orientation

The City shall provide the Association with ten (10) calendar days' advance notice of the start date of any new hire to a represented classification. An exception to the ten (10) calendar days' advance notice requirement may be made if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the City's operations and is not reasonably foreseeable.

The City shall provide the Association with an exclusive one (1) hour meeting with any new employee or group of employees covered by this MOU, during the City-scheduled employee orientation. The specific date, time, and location of the one (1) hour Association meeting with new employees will be coordinated by the Chief of Police and the President of the Association.

The City and Association acknowledge that this Agreement, once implemented by both Parties, fully complies with and exhausts the Parties' obligation to negotiate pursuant to Government Code Section 3557.

SECTION 4. CITY RIGHTS

To insure that the City is able to carry out its constitutional, chartered and statutory functions and responsibilities, nothing contained herein shall be construed to require the City to meet and confer on matters which are solely a function of management, including the right to direct the work force; to select and determine the number and types of employees required; to determine the content of job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with the requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

SECTION 5. ASSOCIATION REPRESENTATIVES

City employees who are official representatives or unit representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, labor conferences, labor training seminars, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City Personnel Officer. Such Employee representatives shall submit a written request for excused absence to the Police Department Head or his or her designated representative with an information copy to the City Manager, at least two (2) weeks prior to the scheduled meeting, labor conference, or labor training seminar whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2) contingent upon minimum staffing requirements. The affected shift supervisor will post any necessary overtime to backfill their respective shift; however, if there are no takers for the overtime, no officer will be compelled to work overtime and permission will not be granted for the requested absence. It is incumbent on the association representative who is attending the meeting, labor conference or labor training seminar to check with the affected shift supervisor to ensure that in the event any overtime is needed, it is posted and filled.

SECTION 6. NO STRIKE

The Association, its members and representatives, agree that it and 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; and 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, not to effect a change of personnel or operations of management or of employees not covered by this MOU.

SECTION 7. PAY

7.1 Salary Increases

- 7.1.1 Effective October 29, 2018, employees represented by the Association shall receive a two and one-half percent (2.5%) cost of living adjustment.

Effective the first full pay period in September 2019, employees represented by the Association shall receive a three percent (3%) cost of living adjustment.

- 7.1.2 Effective the first full pay period in September 2020, employees represented by the Association shall receive an annual market adjustment salary increase as determined by the mean or the median, whichever is greater, reflected in a total compensation salary survey study conducted by the City.

For 2020 only, the market adjustment salary increase shall be a minimum of two and one-half percent (2.5%) and a maximum of three and one-half (3.5%) percent. The total compensation survey shall be prepared as follows:

- A. The City will conduct an annual total compensation salary survey no later than September 1st of each year comparing the total compensation rates of Police Officers in Redwood City to the mean and median of Police Officers in the following listed cities: Mountain View, Palo Alto, San Mateo, South San Francisco, Union City, Milpitas and Santa Clara.
- B. The total compensation survey shall include top step base salary (5th step for RCPOA), employee PERS payments (including the employee payments toward employer CalPERS costs outlined in Section 14.3), EPMC, deferred compensation, car allowance, administrative leave, educational reimbursement, professional development, uniform allowance, educational incentives, and health and welfare contributions.
- C. The total compensation salary survey will reflect City Council-approved salary increases for comparative cities that occur by or before September 1st in the year in which the survey is conducted. In the event one or more of the above listed comparative cities is in labor negotiations due to the expiration of their labor MOU and does not have salary data available as of September 1, the comparative city shall be temporarily removed from the survey until such time as salary data is available.

- D. Effective the first full pay period that begins on or after September 1st, salary increases will be tied to median or mean, whichever is greater, of the total compensation survey market as reflected in this Section.

7.1.4 Initial appointments shall normally be made at the lowest step or rate of pay. Upon approval of the Council, such appointments may be made at the second or third step, justified by consideration of the difficulty of locating qualified personnel and an appointee's experience, education, knowledge of particular duties required, personal fitness for the position, and such other criteria as may be reasonably related to such preferential consideration on the basis of merit.

7.1.5 Increases within the salary range established for the classification of Police Officer or Police Officer Trainee shall be administered as follows: Initial appointments shall normally be made at the first step in the salary range. With continued satisfactory performance, an employee in the classification of Police Officer may be eligible for a salary increase at twelve (12) month intervals between salary steps two, three, four and five and at a six (6) month interval, between salary steps one and two for an employee in the classification of Police Officer or Police Officer Trainee.

7.1.6 A Police Officer shall be placed into the Police Officer-Advanced classification, when the following criteria are met:

- The employee maintains a current performance evaluation of meets or exceeds standards;
- The employee possesses a valid Advanced Certification awarded by the California Commission on Peace Officer Standards and Training;
- The employee has completed sixty (60) college semester credits of which twenty-four (24) must be in the Administration of Justice, or in the alternative, an employee who possesses an A.A. or higher degree from an accredited institution of higher learning; and
- The employee has completed ten (10) years of service with the City of Redwood City (years of service need not be continuous).

The Police Officer-Advanced salary range shall be set at two and one half percent (2.5%) above the Police Officer salary range.

7.2 Salary Increase on Promotion

Promotional appointments shall be made at the salary step in the new salary range which results in a one-step increase in salary. In the event the promotional appointment is made at the second or higher step, the promoted employee shall be eligible for a salary increase in six (6) months following the promotional appointment.

7.3 Pay Period

Employees shall be paid bi-weekly.

All bargaining unit members shall participate in a mandatory direct deposit program.

7.4 Premium Pay

Police Investigators (Detectives, Juvenile Detective, Street Crime Suppression Team, Vehicle Theft Task Force), Narcotics Officers (Narcotics Task Force, Drug Enforcement Administration), DARE Officer, Motorcycle Officer, Training Premium (Field Training Officers), and Police Liaisons (Downtown Resource Officer, PAL Officer, CCAT Officer and School Resources Officer), shall receive premium pay in the amount of five percent (5%) of the officer's base pay.

The selection process to serve in any of the aforementioned assignments and as a Canine Officer shall minimally consist of the submission of a letter of interest by the applicant followed by participation in an interview/oral board process. The Police Chief or his/her designee may add additional components to the selection process, including, but not limited to, a written examination, assessment center or physical agility test.

Police Officers and Police Officer Trainees who are regularly assigned to swing shift (C-Watch) or night shift (A-Watch) shall receive premium pay in the amount of five percent (5%) of the officer's base pay.

Police Officers who are not assigned to swing shift (C-watch) but who have a majority of their regularly scheduled work hours fall after 1400 hours (2:00 p.m.) shall receive premium pay in the amount of five percent (5%) of the officer's base pay for all hours worked on their regularly scheduled shift.

7.5 Bilingual Premium

The City, with Department Head approval, shall pay a differential of two and one half percent (2.5%) of base pay to employees who are routinely and consistently assigned to positions requiring or using communication skills in Spanish, are proficient in Spanish, and who successfully pass a proficiency examination.

The City, with Department Head approval, shall pay a differential of five percent (5%) of base pay to employees who are routinely and consistently assigned to positions requiring or using communication skills in Spanish, and who can translate Spanish well enough to conduct intense suspect and victim interviews at a level that will hold up in court. Officers that accept the five percent (5%) pay would be required to agree, when called upon, to translate city wide and be a spokesperson for the police department when communications between the Spanish press and the police department are needed.

To retain either the two and one half percent (2.5%) or the five percent (5%) differential, employees will be required to pass a bi-annual recertification proficiency examination.

7.6 Officer-In-Charge Pay

When a Police Officer is assigned by the Police Chief or his/her designee to act as the Officer-In-Charge for a period of two (2) hours or more, such Police Officer shall be paid an additional five percent (5%) of his/her regular hourly rate of pay for all hours so assigned.

7.7 Court Pay

Effective October 29, 2018, an off-duty employee who is mandated to appear in court in cases in which the City is a party shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time rate for all hours the employee is so ordered by the City to appear with a

minimum of five (5) hours. Employees appearing in court during times adjacent to their regularly scheduled shifts shall be compensated as follows:

7.7.1 Any employee whose work shift ends at 7:00 a.m., who is subpoenaed to appear in court at 9:30 a.m. or earlier in cases in which the City is a party shall remain on duty and perform regularly scheduled assignments until commencement of the court appearance. Effective October 29, 2018, the employee shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time rate of pay for hours worked in excess of his/her regularly scheduled hours and for hours he/she is required to spend attending court proceedings, with a minimum of five (5) hours.

7.7.2 Effective October 29, 2018, an employee who works C-Watch (or a shift that begins at 1400 hours (2:00 p.m.)), and is mandated to appear in court at 1300 hours (1:00 p.m.) on their normal scheduled work day, will be compensated only for court hours and authorized court preparation time prior to the beginning of their 1400 hours (2:00 p.m.) start time. Such employees shall not be subject to the five (5) hour minimum.

7.9 Call-Back / Call-Out Pay

Employees who are called back after leaving work at the end of the normal working day or called in to work on their days off shall be credited with no less than three (3) hours at the overtime rate.

7.10 Educational Incentive

Police Officers who obtain a P.O.S.T. Intermediate Certificate shall receive Educational Incentive pay equal to two and one-half percent (2.5%) of base salary.

Police Officers who obtain a P.O.S.T. Advanced Certificate shall receive Educational Incentive pay equal to an additional two and one-half percent (2.5%) for a total of five percent (5.0%) of base salary. Effective October 29, 2018, Educational Incentive for a P.O.S.T. Advanced Certificate shall be increased by one percent (1%), such that Police Officers who obtain a P.O.S.T. Advanced Certificate shall receive Educational Incentive pay equal to an additional three and one-half percent (3.5%) for a total of six percent (6%) of base salary.

It is the employee's responsibility to submit to the department training officer a written request for educational incentive pay upon eligibility. Therefore, upon receiving the written notification and the certificate, the City shall process the educational incentive pay effective retroactively to the date of written request.

The Training Manager shall post on a semi-annual basis the P.O.S.T. requirements for Intermediate and Advanced Certificates and a list of the names of officers who currently possess either Certificate.

7.11 K-9 Maintenance Compensation

Police Officers who are assigned as canine handlers shall receive premium pay in the amount of 5% of the officer's base pay. Those officers shall also receive an additional seven (7) hours of pay per pay period, compensated at one and one-half (1-1/2) times the employee's base pay to pay for the time to handle, train and care for their canine partner. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per pay period for the performance of off-duty canine duties. It is the intent of the parties through the provisions of this article to fully comply with the

requirements of the Fair Labor Standards Act. Both parties believe that this agreement does comply with the requirements of the Fair Labor Standards Act.

7.12 Overtime

7.12.1 Forty (40) Hour Workweek Employees

Overtime for unit members in the Police Department is the authorized time worked beyond the forty (40) hour workweek.

Overtime shall be authorized by the Police Chief or designated representative prior to such overtime being worked. Overtime shall be compensated at one and one-half (1-1/2) times the employee's rate of pay.

7.12.2 Definition of Overtime Rate of Pay

The overtime rate of pay is defined as one and one-half (1-1/2) times the total of the employee's base rate of pay plus any premium pay, and any educational incentive pay, prorated to an hourly amount, that the employee receives pursuant to Section 7.4, Section 7.5, Section 7.6, Section 7.8, Section 7.10 and Section 7.11 herein. Premium pay under Section 7.4 includes: Police Investigators (Detectives, Juvenile Detective, Street Crime Suppression Team, Vehicle Theft Task Force), Narcotics Officers (Narcotics Task Force, Drug Enforcement Administration), DARE Officer, Motorcycle Officer, Training Premium (Field Training Officers), and Police Liaisons (Downtown Resource Officer, PAL Officer, CCAT Officer and School Resources Officer).

In the event that the City and the POA agree to establish any additional forms of premium pay, such newly created forms of premium pay will also be included in computing the overtime rate of pay.

7.12.3 Compensatory Time

Upon request employees represented by the Association shall be compensated for such overtime in compensatory time off to a maximum accumulation of eighty (80) hours of compensatory time off. Additional compensatory time may be granted, over the eighty (80) hours, upon approval of the Police Chief, on a case by case basis.

7.13 Uniforms and Safety Equipment

7.13.1 The City shall furnish, at its own expense, all safety equipment required by the City, consisting of service pistol, rain gear, flashlight, handcuffs, PR-24 baton, soft body armor threat level IIa, leather gear to include utility belt, chemical agent holder, holster, handcuff case, ammunition holders, baton ring, and four (4) keeper straps. Riot helmet and protective gas mask shall be provided by the City as needed. Such furnished safety equipment and any and all replacements furnished by the City at any time shall remain the property of and under the control of the City.

The City will provide for all new Police Officers the following articles of uniform clothing:

- 3 pairs of pants
- 3 long-sleeve shirts
- 3 short-sleeve shirts
- 1 underbelt

1 cold weather (non-leather) jacket with patches
1 dress cap or baseball cap with patch (officer's choice)
1 dress tie
2 name tags
\$125.00 maximum annual reimbursement for boots (purchase or resoling).

The City will also provide and maintain the following Battle Dress Uniforms (BDU) to be worn at the direction of the Police Chief or his/her designee:

1 pair of BDU pants
1 long-sleeve BDU shirt
1 short-sleeve BDU shirt

Officers shall not be required to wear soft body armor unless working in uniform in an enforcement capacity or taking part in Department range training. The following sections outline the exceptions to this requirement:

- a) Officers assigned as Detective shall not be required to wear body armor unless they are involved in a pre-planned raid or arrest scenario of an anticipated suspect, or when directed by a supervisor.
- b) Officers may be excused from wearing body armor when they are functioning in a primarily administrative or support capacity.
- c) Officers shall not be considered to be working in an enforcement capacity while appearing in court.
- d) Officers may be excused from wearing body armor when medical clearance has been provided by a valid medical authority.
- e) Officers may be exempted from this requirement on a case by case basis and when deemed appropriate by a supervisor.

- 7.13.2** The City will provide for all Police Officers cleaning, altering, repairing and/or replacement of damaged uniforms as authorized by the Police Chief or his/her designee.

Such furnished uniforms shall remain the property of and under the control of the City.

- 7.13.3** For classic CalPERS members as defined by the Public Employee Pension Reform Act (PEPRA), the City will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms as described above. The City will report the uniform costs on a bi-weekly basis. The uniform purchase and maintenance amount reported to CalPERS will be derived from the City's total fiscal year cost for providing the employee's uniforms, not to exceed one thousand seven hundred dollars (\$1,700) per fiscal year, per employee.

The Finance Division will calculate the total cost of cleaning, altering, repairing and/or replacement of damaged uniforms. This total cost will be divided by the number of Police Officers who have been assigned to patrol duty during the fiscal year. The time during which a Police Officer is assigned to detective duty during the fiscal year shall not be factored into the calculations described herein. The resulting quotient will be part of the PERS reportable compensation only for those Police Officers who are classic CalPERS members who were assigned to patrol duty at any time during the fiscal year, as determined by CalPERS regulations. Any classic CalPERS member Officers assigned to patrol duty for less than the full fiscal year will have this amount prorated based on the number of pay periods assigned to patrol.

- 7.13.4 Police Officers assigned as Police Investigators and Narcotics Officers shall receive a uniform allowance of thirty dollars (\$30.00) each pay period as part of their regular paychecks for all pay periods during which they are in one of the above positions. For classic CalPERS members as defined by PEPRA, the City will report to CalPERS the monetary value of this uniform allowance on a bi-weekly basis.
- 7.13.5 Articles 7.13.3 and 7.13.4 are mutually exclusive such that at no time shall a Police Officer have his/her PERS reportable compensation increased as described in Article 7.13.3 and also receive a uniform allowance as described in Article 7.13.4 for the same time period.

7.14 Holidays

Effective January 1, 2012, regular full-time employees shall be entitled to take all authorized holidays at full pay, not to exceed ten (10) hours, for any one (1) day, provided they are in a pay status ten (10) hours, as the case may be, on both their regularly scheduled workdays immediately preceding and following the holiday; and provided further that original probationary employees shall be eligible for the following holidays one (1) through twelve (12) below only at the straight-time rate of pay during the first six (6) months of service with the City and for the two (2) floating holidays noted in thirteen (13) below only upon completion of twelve (12) months' service with the City.

The following shall be paid holidays to all employees who are covered by this MOU:

1. New Year's Day
2. Martin Luther King Jr. Day (observed on the third Monday in January)
3. Washington's Birthday (Observed on the third Monday in February)
4. Memorial Day (Observed on the last Monday in May)
5. Independence Day
6. Labor Day (Observed on the first Monday in September)
7. Veterans Day (Observed November 11)
8. Thanksgiving Day
9. The Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve (added in trade of 1 administrative holiday effective January 1, 2012)
13. Two administrative holidays beginning effective January 1, 2012, and such other days as may be proclaimed local holidays.

If one of the holidays listed above falls during the employee's vacation or on an employee's day off or if an employee is scheduled or required to work on a holiday, the employee shall be allowed a regular workday off at a time determined by agreement between the employee and the Department Head. If the Department Head determines that it is not feasible to grant such other workday off, the employee shall be paid for the holiday on the basis of time and one-half (1-1/2) but not to exceed ten (10) hours for any one (1) holiday.

In the event any of the holidays specified in this section occurs while an employee is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

A holiday that falls on Saturday shall be celebrated on Friday and a holiday that falls on Sunday shall be celebrated on Monday.

In the event that any Administrative Holiday has not been used by the last pay period in the year (based on the preceding twenty-six (26) pay periods), payment will be made no later than the first pay period in February.

7.15 Vacations

7.15.1 The times during the calendar year at which an employee shall take vacation shall be determined by the Police Chief or designated representative with due regard to the wishes of the employee and particular regard to the need of the service. All employees shall indicate their preference for vacation periods during a designated period prior to bi-annual shift change. Preference of vacation date shall be given to employees according to their length of service in as reasonable a manner as possible. The Department will post a final vacation schedule at least thirty (30) days prior to shift change. An additional round of vacation sign-ups shall occur after the beginning of the new shift.

7.15.2 Full-time employees shall be entitled to annual vacation leave as follows:

During the first four (4) years of employment, full-time employees will accrue vacation at the rate of eighty (80) hours of vacation leave per year of service as determined by the employee's anniversary-of-hire rate (3.0769 hours per pay period). Upon completion of four (4) years of employment and thereafter through the ninth year of employment, full-time employees will accrue vacation at the rate of one-hundred-twenty (120) hours per year of service (4.6154 hours per pay period).

Upon completion of nine (9) years of employment and thereafter through the sixteenth year of service, full-time employees will accrue vacation at the rate of one-hundred-sixty (160) hours per year of service (6.1538 hours per pay period). Upon completion of sixteen (16) years of employment and thereafter through the nineteenth year of service, full-time employees will accrue vacation at the rate of one-hundred-eighty (180) hours per year of service (6.9231 hours per pay period). Upon completion of nineteen (19) years of employment and thereafter, full-time employees will accrue vacation at the rate of two-hundred (200) hours per year (7.6923 hours per pay period).

Section 7.15.2 of the current MOU will be interpreted to include prior service as a Redwood City Police Officer in determining annual vacation leave accrual.

If the original separation from service is due to layoff, layoff provisions of the MOU would govern reinstatement and treatment of prior service for the duration of layoff separation as outlined in the current MOU.

7.15.3 Vacation leave shall not be accumulated in excess of two (2) years accrued vacation leave computed through the pay period that includes December 31st, except upon written authorization of the Personnel Officer.

7.15.4 In the event an employee is reinstated following separation from City employment, prior service shall be included in determining the applicable rate of accrual of vacation leave. Upon termination of employment a regular employee shall be paid cash value of his/her accrued vacation leave at the time of termination, in accordance with the above schedule. Vacation leave shall not be credited to any employee whose employment is terminated prior to certification as a regular employee.

- 7.15.5 Vacation leave shall not be granted during the first twelve (12) months of the original probationary period for newly hired entry-level Police Officers and Police Officer Trainees.
- 7.15.6 New hire lateral Police Officers will assume, at hire, a vacation accrual rate based upon their total of years of full-time sworn law enforcement experience.

7.16 Special Days Off

During each six (6) month shift rotation, each officer assigned to patrol shall be granted his/her choice of two (2) separate dates/shifts to be taken off for use of vacation or accumulated compensatory time off in addition to his/her annual vacation leave selection. Such special days off shall not be taken on holidays as identified in Section 7.14 of this agreement.

Effective October 29, 2018, during each six (6) month shift rotation, each officer assigned to patrol shall be granted the following:

For Officers on a 4/10 work schedule, four (4) separate dates/shifts to be taken off for use of vacation or accumulated compensatory time off in addition to his/her annual vacation leave selection.

For Officers on a 3/12.5 work schedule, three (3) separate dates/shifts to be taken off for use of vacation or accumulated compensatory time off in addition to his/her annual vacation leave selection.

Such special days off shall not be taken on holidays as identified in Section 7.14 of this agreement.

7.17 Illness During Vacation

- 7.17.1 An employee who commences a scheduled vacation period and subsequently becomes ill before his or her vacation period has been completed shall be placed on illness leave under the following conditions:
- 7.17.1.1 The employee otherwise qualified for illness leave as provided by this MOU; and
 - 7.17.1.2 The employee, if no longer ill, returns to duty immediately following the vacation period; and,
 - 7.17.1.3 The employee's illness is verified by a statement from a licensed medical practitioner for each such day of illness leave requested.
- 7.17.2 When the employee's vacation leave is to be converted to illness leave, the appropriate vacation credit shall be restored to the worker's earned vacation balance, and a reasonable opportunity to utilize this vacation credit shall be provided within the City's existing practices in order to avoid loss of vacation credit.

7.18 Mileage Payment

The City shall reimburse employees for those miles employees are required to drive their personal vehicles in the performance of assigned job duties as follows:

- For travel to and from destination of less than three hundred (300) miles, actual costs to and from destination not to exceed a maximum of the current IRS mileage reimbursement rate for miles traveled both within and outside the City by privately-owned conveyance.
- For travel to and from destination in excess of three hundred (300) miles, the employee shall be paid actual costs, up to the lesser of the current IRS mileage reimbursement rate for the miles driven and the actual air coach fare.
- If the City is reimbursed by P.O.S.T. for an employee's mileage payment, the City shall pay to the employee the full amount of the P.O.S.T. reimbursement, in lieu of the reimbursement described above.

Employees must submit requests for reimbursement in accordance with the requirements of the City's travel policy in effect as of the date of this agreement, and as subsequently amended subject to notice to the Association and the opportunity to meet and confer where required by law.

7.19 Tuition Reimbursement

All members shall be eligible for reimbursement of costs of tuition, registration, fees and books incurred in connection with enrollment in and successful completion of courses of instruction related to the member's position with the City or a higher position with the City, professional development workshops or seminars, post secondary courses offered at an accredited college or university, or P.O.S.T. approved courses.

Each member shall be eligible to receive reimbursement, not to exceed six hundred fifty dollars (\$650.00) each fiscal year, provided that the course of instruction, workshop or seminar is approved in advance of enrollment by the Police Chief and the Personnel Officer, and the member must successfully complete each course submitted for reimbursement with a grade of "C" or better, or a passing grade in a pass/fail course, or with receipt of a certificate of completion or letter certifying the awarding of C.E.U. units.

All members shall be eligible to receive reimbursement, not to exceed three hundred dollars (\$300.00) of the maximum six hundred fifty dollars (\$650.00) tuition reimbursement fiscal year entitlement, for the purchase of reference materials listed in the core reference material appendix to this M.O.U.

The Personnel Officer and the Police Chief may establish standards and criteria and enact such rules, regulations, procedures and policies as are necessary or appropriate to implement the provisions of this Section.

7.20 Lateral Recruitment Incentive Award

Any POA Member who recruits a lateral candidate who is hired will receive five hundred dollars (\$500) when the lateral hire successfully passes the FTO program. The Police Training Manager will not be eligible for this award.

"Recruit" is defined as when a POA Member independently contacts a Lateral Peace Officer and persuades him/her to apply to, and he or she subsequently is hired by this agency. This incentive does not apply to a POA Member who assists a Lateral Peace Officer in the hiring process after that Lateral Peace Officer has already contacted the Department in regards to being hired.

7.21 Detective On Call Pay

Effective October 29, 2018, for every twenty-four (24) hours assigned to on call duty, Detectives shall receive two (2) hours straight-time pay. The 24-hour on call duty shall begin at 8:00 a.m. and end at 8:00 a.m. on the following day. If, while serving on call, the employee is called in to work, the employee shall receive pay for the hours worked in accordance with the provisions of this MOU.

SECTION 8. WORK WEEK AND WORK PERIOD

8.1 Regular Workweek and Work Period

The regular workweek for unit members occupying full-time positions in the Police Department shall consist of forty (40) hours. The regular work period shall be twenty-eight (28) days.

8.2 4/10 and 3/12½ Schedules

- 8.2.1 All unit members shall be placed on either a four (4) day, ten (10) hours per day weekly schedule, or a three (3) day, twelve and one-half (12½) hours per day weekly schedule.
- 8.2.2 In the event of an emergency or periods of significant staffing shortages, the City reserves the right to place unit members on a five (5) day, eight (8) hours per day weekly schedule, in which event the association shall be notified as far in advance as reasonably possible under the circumstances.
- 8.2.3 Except as provided in Section 8.2.2, in the event the City proposes to change the 4/10 schedule to anything other than four (4) ten (10) hour days the association shall be notified at least ten (10) days in advance of the proposed change and given an opportunity to meet and confer regarding the impact of such proposed change prior to implementation.
- 8.2.4 Except as provided in Section 8.2.2, in the event the Police Officers Association or the City proposes to discontinue the 3/12½ schedule and return to the 4/10 schedule as outlined in Section 8.2.1, a three (3) month notice will be given and the schedule change would take place at the next regular shift change in February or August.

SECTION 9. LEAVES

9.1 Sick Leave

- 9.1.1 Regular full-time and probationary employees that are assigned on a regular basis to work a twelve and one half (12.5) hour shift will accrue sick leave at the rate of twelve and one half (12.5) hours per month, providing they have worked one-hundred sixty (160) hours that month, to a maximum accrual of one thousand two-hundred (1200) hours. Working a twelve and one half (12.5) hour shift on a regular basis is defined as being assigned to a twelve and one half (12.5) hour shift through the department's regular shift bidding process. Employees who do not normally work a twelve and one half (12.5) hour shift but do so on occasion as a result of overtime or trade to cover another officer's twelve and one half (12.5) hour shift are not eligible for the twelve and one half (12.5) hour monthly sick leave accrual.

All other regular full-time and probationary employees shall accrue sick leave at the rate of ten (10) hours per month, provided they have worked one hundred sixty (160) hours that month, to a maximum of one-thousand two-hundred (1200) hours.

Sick leave usage shall be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity of actual sickness or disability.

Charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.

- 9.1.2 Effective July 1, 2005, employees shall be eligible for sick leave benefits from the commencement of their employment with the City, to a maximum of the hours accrued, for absence due to non-occupational disability only during the time such disability, illness, or other sickness or injury continues. Sick leave during the first three (3) months of employment may only be used with the approval of the Police Chief or his or her designee. Sick leave shall not be credited to any employee whose employment is terminated prior to three (3) months of employment.

At the City's request, an employee who has been absent more than three (3) days must file with the City a statement by a licensed medical practitioner that the employee was under said doctor's care while absent. When an employee returns to work after any absence chargeable to sick leave or as a result of an industrial absence or illness, the City may require a statement from a physician that the employee is in fit physical condition to perform all the duties of his or her position. In addition, the employee may be required to undergo a medical examination at the City's expense to be performed by a doctor designated by the City, before the employee is permitted to return to work.

An employee may use up to one-half (1/2) of accrued sick leave in any calendar year for the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - Spouse or Registered Domestic Partner.
 - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent.
 - Grandchild.
 - Sibling.
- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - A temporary restraining order or restraining order.

- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

9.1.3 Except in cases of extreme emergency or exceptional unforeseen circumstances, in order to receive compensation for absences charged to sick leave, the employee shall notify his/her immediate supervisor no less than one-half (1/2) hour plus travel time prior to the scheduled time for beginning his/her work duties of the impending absence. At the same time, the employee shall provide the immediate supervisor with a telephone number where he/she can be reached during the term of the absence. The burden of proof of extreme emergency or exceptional unforeseen circumstances shall be upon the unit member.

9.1.4 In the event an employee has accumulated the maximum sick leave credits of one-thousand two-hundred (1200) hours and the employee becomes so severely ill that he or she exhausts his or her sick leave, the Personnel Officer may, upon written recommendation of the employee's department head, authorize additional sick leave to include any sick leave in excess of the one-thousand two-hundred (1200) hours maximum which may have been lost due to the maximum limitation: provided, however, that sick leave credits were not accumulated for a period of six (6) months or longer.

9.1.5 An employee may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the preceding 26 pay periods) by requesting payment of unused sick leave in writing to the Director of Finance on or before December 1 of the prior year. Payment shall be made at twenty-five percent (25%) of the value of the unused sick leave (50% when no more than 12.5 hours of sick leave have been used) for the preceding 26 pay periods.

The City will endeavor to make payment on the non-payroll Friday immediately following the first payroll Friday in January; however, the payment will be made no later than the first pay period in February and shall be paid using the salary in effect December 31. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year.

Accumulated sick leave credits shall be reduced by the value of the sick leave compensated as provided in the above paragraph and the remaining balance shall be accumulated to a maximum of one-thousand two-hundred (1200) hours in accordance with Section 9.1.1.

9.1.6 Upon separation from City service for reasons other than death, retirement or disciplinary discharge, compensation in lieu of unused, accrued sick leave shall be paid in the amount provided in Section 9.1.5 for an employee who elects to receive compensation in lieu of sick leave credits, prorated to the date of termination of service.

- 9.1.7 Unit members with twenty (20) years of service with the City, who retire from City employment with benefits from PERS, shall be eligible to receive compensation for fifty percent (50%) of accrued unused sick leave.

Employees who die while in the employ of the City shall be eligible to receive compensation for twenty-five percent (25%) of accrued unused sick leave.

Employees who die in the line of duty or whose death is determined to be directly attributable to injury or illness sustained while on duty shall be eligible to receive compensation for one-hundred percent (100%) of accrued unused sick leave.

In the event of the death of a unit member, such payments shall be made to the designated beneficiary filed with the Director of Finance, or, in the event no designated beneficiary has been chosen, the beneficiary listed in the unit member's insurance policy will receive payment of such unused sick leave in the applicable amount as provided in this Section 9.1.7.

Unit members discharged for disciplinary reasons shall not be eligible for payment of unused sick leave.

- 9.1.8 Unused accumulated sick leave at the time of retirement, for which the employee receives no compensation, shall be converted to additional service credit at the rate of 0.004 years of service for each day, i.e., two hundred fifty (250) days of sick leave shall equal one additional year of service credit.

Local safety member benefits subject to a maximum of ninety percent (90%) of the average final compensation will not be increased beyond that limit for unused sick leave credit.

9.2 Industrial Disability Leave

Any safety employee as defined by the MOU between the City and the Public Employees' Retirement System, who has suffered a disability arising out of and in the course of his or her employment, as defined by Workers' Compensation Laws of the State of California, shall be entitled to industrial disability leave while so disabled without loss of salary, for the period of such disability to a maximum of one (1) year or until the condition is permanent and stationary or until retirement, whichever occurs first. During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payments received as a result of Workers' Compensation Insurance coverage.

The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

A safety employee on industrial disability leave shall accrue sick leave and vacation in accordance with the Workers' Compensation laws of the State of California.

Employees in the classification of Police Officer Trainee who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to industrial disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California.

Employees in the classification of Police Officer Trainee shall not accrue sick leave or vacation leave benefits during any period of disability.

In the event that the City exercises its right to withhold immediate payment of industrial disability benefits, and until such time that a coverage determination is made, employees may elect to utilize accrued sick leave for the interim period. If accrued sick leave becomes exhausted, workers may then elect to utilize accrued vacation leave or accrued compensatory leave for any remaining interim time.

9.3 Military Leave

Military leave shall be granted by the City in accordance with the provisions of State and Federal laws and there may be a deduction for any military compensation that the employee receives for service during the period that he is receiving full pay from the City, if permitted by law. All employees taking military leave shall give the City an opportunity, within the limits of military regulations, to determine when such military leave shall be taken.

9.4 Leave of Absence Without Pay

Any employee desiring a leave of absence without pay from his or her employment for any reason shall secure written permission from the Police Chief and Personnel Officer. The decision of the Personnel Officer on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this MOU. Except as otherwise provided in this Section, the maximum leave of absence shall be for one (1) year.

During any approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission of the Personnel Officer. The Personnel Officer may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof.

9.5 Jury Duty

Any employee whose name shall be selected from the list of trial jurors to serve as a juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal Court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his absence from work; provided, however, that the City may require proof of the time such service was required and any monies received from jury service shall be turned into the City; provided, further, that the employee shall report to work whenever a reasonable portion of the shift remains for completion. An employee required to serve as a juror shall not have his regular starting or quitting time changed as a result of being called for jury service.

9.6 Pregnancy Leave of Absence Without Pay

9.6.1 Pregnancy leave of absence without pay or benefits shall be granted upon request to non-disabled probationary and permanent female employees for that period of time requested up to one (1) year.

9.6.2 Pregnancy leave shall be granted when the following conditions have been met:

- 9.6.2.1 The employee shall notify her immediate supervisor as soon as possible after pregnancy has been determined that she intends to take leave. Such notice shall include the tentative dates on which the leave shall begin and end.
- 9.6.2.2 Within thirty (30) days of the beginning of the pregnancy leave, the employee shall submit to the Personnel Officer the specific date she intends to begin the leave, accompanied by her physician's written statement attesting to the worker's ability to continue performing the full schedule of duties and responsibilities. She shall continue her regular active duty until the specific date providing she is able to perform the full duties and responsibilities of her position and furnishes additional health statements from her physician upon reasonable request. In the event the employee is unable to perform the full duties and responsibilities of her position (as mutually agreed upon by the Police Chief, the Personnel Officer, and with input from the employee's attending physician), she shall be assigned to light duty until the specific leave date, and shall continue to furnish additional health statements from her physician upon reasonable request.
- 9.6.2.3 Prior to the establishment of a specific date for return to duty, the employee shall submit to the Personnel Officer a notice of intention to return to duty, accompanied by her physician's statement certifying that the employee is medically qualified to assume regular duties and responsibilities.
- 9.6.2.4 The Personnel Officer or his/her designee may designate the specific beginning and ending dates within the pay period requested by the employee to meet the needs of the employee and the City.
- 9.6.3 The employee on leave shall be returned to an equivalent position within her classification.
- 9.6.4 A pregnancy leave, absent physical disability, is granted without pay for the duration of the leave. The employee may elect to continue medical and dental insurance coverage for up to one (1) year during that leave at her own expense.

The combination of pregnancy leave and parental leave shall not exceed one (1) year.

9.7 Leave for Pregnancy Disability

- 9.7.1 Employees are entitled to use personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability, and in accordance with the City's policy on Pregnancy Disability Leave, in effect as of the date of this agreement, and as subsequently amended subject to notice to the Association and the opportunity to meet and confer where required by law.

Family Medical Leave and Pregnancy Disability Leave will run concurrently with Parental leave as permitted by law.

9.8 Parental Leave of Absence

A male or female employee may be granted, at the Police Chief's discretion, a leave of absence without pay to fulfill parenting responsibilities for up to one (1) year following the child's birth or one (1) year following the filing of application for adoption and actual arrival of a child in the home.

The combination of pregnancy leave and parental leave shall not exceed one (1) year.

Family Medical Leave, Pregnancy Disability Leave, and California Family Rights Act Leave will run concurrently with Parental Leave as permitted by law.

9.9 Absence Notification

Failure on the part of an employee to report for duty or notify the designated management official one-half (1/2) hour prior to the employee's scheduled starting time as to a reason why the employee cannot report may subject the employee to disciplinary action.

9.10 Bereavement Leave

9.10.1 In the event of a death in the immediate family of an employee of the City, that employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days or four (4) days in the event the funeral is three hundred (300) or more miles from the City.

9.10.2 For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, half brother, half sister, step brother, step sister, mother-in-law, father-in-law, grandparent, grandparent-in-law, great grandparent, grandchild, great grandchild, stepfather, stepmother, stepchild and step grandchild.

9.10.3 In the event of the death of an active City employee, the City will excuse (without loss of pay) those employees who wish to attend the locally conducted funeral only to the extent it does not interfere with the operation of the City.

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

9.11 Family and Medical Leave

In accordance with the California Family Rights Act of 1993 and the Family and Medical Leave Act of 1993, qualifying employees are entitled to Family and Medical Leave in accordance with City Administrative Policy in effect as of the date of this agreement, and as subsequently amended, subject to notice to the Association and the opportunity to meet and confer where required by law.

Parental Leave, California Family Rights Act Leave and Pregnancy Disability Leave will run concurrently with Family Medical Leave as permitted by law.

SECTION 10. HEALTH PLANS

10.1 Health and Cafeteria Plans

- 10.1.1** The City will contract with the California Public Employee's Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22751, et. seq.), for the purpose of providing medical insurance benefits for employees.

Upon the request of the City, the parties will re-open this Article 10.1.1 to meet and confer on modifying 10.1.1 to provide a different group health plan. It is understood that any such change is subject to approval of the P.O.A. membership.

- 10.1.2** The City's maximum, monthly contribution for each eligible, active employee for a Health Benefit Plan (as referenced in Government Code 22892) shall not exceed the CalPERS minimum contribution, adjusted annually by the PERS Board to reflect any change to the medical care component of the Consumer Price Index.

10.2 Cafeteria Plan

- 10.2.1 Available Benefits:** The City shall maintain, in accordance with Section 125 of the IRS Code, a Cafeteria Plan for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to:

- A. Group Health Plan Medical Insurance
- B. Flexible Spending Account for Dependent Care
- C. Flexible Spending Account for Medical Expenses

- 10.2.2 City Contribution:** Effective January 1, 2016, for each active, full-time employee enrolled in a City-provided medical plan, the City will provide, on a monthly basis, for the purpose of providing minimum essential coverage to employees and dependents, a Cafeteria Plan Allowance equal to the cost of ninety-five percent (95%) of the premium for the employee's selected plan and level of coverage, up to ninety-five percent (95%) of the cost of the Kaiser Bay Area three (3) party premium per month per employee minus any costs incurred by the City to maintain said Cafeteria Plan in compliance with IRS Code Section 125, and minus any costs incurred by the City to maintain the Group Health Benefits Plans in compliance with Government code Section 22750, et. seq. Such costs include, but are not limited to, surcharges and/or administrative fees.

Effective January 1, 2017, for each active, full-time employee enrolled in a City-provided medical plan, the City will provide, on a monthly basis, for the purpose of providing minimum essential coverage to employees and dependents, a Cafeteria Plan Allowance equal to the cost of ninety percent (90%) of the premium for the employee's selected plan and level of coverage, up to ninety percent (90%) of the cost of the Kaiser Bay Area three (3) party premium per month per employee minus any costs incurred by the City to maintain said Cafeteria Plan in compliance with IRS Code Section 125, and minus any costs incurred by the City to maintain the Group Health Benefits Plans in compliance with Government code Section 22750, et. seq. Such costs include, but are not limited to, surcharges and/or administrative fees.

Effective January 1, 2016, if an employee elects no health coverage and shows proof of alternative minimum essential coverage for the employee and dependents, two hundred dollars (\$200) per month will be credited to the employee's flexible spending accounts.

- 10.2.3 For permanent part-time employees working (20) or more hours per week covered by the MOU this amount shall be prorated.
- 10.2.4 The health plans offered shall be those of the California Public Employee's Retirement System (PERS) provided however, upon the request of the City, the parties will re-open this Article 10.2.4 to meet and confer on modifying 10.2.4 to provide a different group health plan. It is understood that any change from the group health plans offered by the California Public Employee's Retirement System (CalPERS) will only be made by mutual agreement between the City of Redwood City and the Police Officers Association. It is understood that any such change is subject to approval of the P.O.A. membership.
- 10.2.5 Retiree Health Coverage: For employees who have ten (10) or more years of service and retire under the City's retirement plan within one hundred twenty (120) days of separation from City employment, the retirement stipend paid by the City shall be as follows:

- A. Retiree Health Tier 1: For retirees hired by the City before October 29, 2018, the stipend shall be the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

For Retiree Health Tier 1 retirees hired by the City before October 29, 2018 who reside in other higher priced regions, the City's contribution shall be the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage based on the Bay Area Regional pricing schedule. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates.

- B. Retiree Health Tier 2: For retirees hired by the City on or after October 29, 2018, the stipend shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for single party coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the City's contribution amount.

For Retiree Health Tier 2 retirees hired by the City on or after October 29, 2018, who reside in other higher priced regions, the City's contribution shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for single party coverage. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates.

For Retiree Health Tiers 1 and 2, in accordance with CalPERS regulations, Medicare-eligible retirees shall enroll in Medicare, and the City's maximum contribution for the retiree shall equal the cost of the "Kaiser Permanente SR Advantage Plan" for single party coverage. Retirees that reside in other higher priced regions will be required to pay the additional premium amount that is in excess of the Bay Area rates.

For employees retired prior to September 1, 1985, the City shall pay the cost of health plans in accordance with the applicable MOU or City practice in effect at the time of retirement.

Section 10.2.5 shall be interpreted to include prior service as a Redwood City Police Officer in meeting the eligibility requirement for retiree medical coverage when a Redwood City Police Officer retires from the City.

If the original separation from service is due to layoff, layoff provisions of the MOU would govern reinstatement and treatment of prior service for the duration of layoff separation as outlined in the current MOU.

- 10.2.6** All costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22751, et. seq., and all costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, shall be paid from the aforementioned monthly dollar caps identified in Sections 10.2.2, and 10.2.3. Such costs include, but are not limited to, premiums, surcharges, and/or administrative fees.
- 10.2.7** In the event there are any costs not charged to the City due to delays by the Group Health Plan Administrator and/or other administrative agencies in calculating or reporting these costs, said costs shall be carried over and charged as administrative costs to the following plan year and deducted from the aforementioned monthly dollar caps accordingly.
- 10.2.8** An employee who is receiving a disability retirement due to a work related illness or injury, shall receive paid medical benefits provided that the following conditions are met:
- A. The employee is not eligible for similar medical benefits through other employment, and,
 - B. The employee is not eligible for similar benefits through a spouse's health plan.

Whenever the above eligibility criteria are met, the maximum retirement stipend paid by the City shall be equal to the CalPERS Bay Area Kaiser premium for family coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount. Employees who do not meet the eligibility criteria listed above at the time of retirement, but later become eligible (i.e., is no longer eligible for benefits through a spouse's plan or through other employment), may enroll in City-paid health benefits under this provision at that time.

During the term of the MOU, representatives of the City and RCPOA shall meet to discuss potential changes to the IDR retiree health benefit provided in this Section 10.2.8 of the MOU for current active employees and new hires, in order to ensure the sustainability of the benefit. Representatives of the City and RCPOA shall also meet to discuss an on-duty wellness program. Any changes to the current IDR retiree health benefit and/or wellness program shall only occur upon the mutual agreement of the City and the RCPOA.

- 10.2.9** For employees who leave the City in good standing, for reasons other than retirement, who are not eligible for benefits as provided in Section 10.2.5 or 10.2.8, and who have twenty (20) years of service with the City of Redwood City, the maximum City contribution toward health plan coverage shall be equal to the CalPERS Bay Area Kaiser premium for

employee only coverage, for the period September 1, 2015 through August 31, 2018, provided that the following conditions are met:

- A. The employee is not eligible for similar medical benefits through a spouse's health plan.
- B. The employee is not eligible for similar medical benefits through other employment.

Whenever the above eligibility criteria are met, the City will provide paid medical benefits for the employee only. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

10.3 Savings Clause

If, pursuant to any federal or state law which may become effective subsequent to the effective date of this MOU, the City is required to pay contributions or taxes for hospital-medical-surgical, dental care, prescription drug or other health benefits to be provided its employees under such federal or state act, the City's obligation to furnish the same benefits under the hospital-medical-surgical, dental care and major medical programs existing at this time shall be suspended and the contributions agreed to be paid monthly hereunder by the City shall be reduced each month by the amounts which the City is required to expend during any such month in the form of contributions or taxes to support said federal or state health plan.

If, as a result of such a law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under the existing major plans the City shall, to the extent practical, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under the major medical plans. The City need only expend for this purpose the actual amount required to achieve parity between the benefits agreed to be provided under the major medical plans and the benefits provided under any federal or state plan as supplemented in the manner hereinabove described. In no event shall the City be required to expend for such purposes an amount which, when added to the contributions or taxes required of the City under the federal or state act, shall exceed the amounts paid at the time such legislation becomes effective.

If the benefits provided under the federal or state act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contributions.

The City intends to evaluate the hospital-medical, life insurance, and dental plans which are currently available to employees. In the event that it may be possible to provide hospital-medical, life insurance and dental coverage as nearly comparable as possible to the benefits in effect on November 1, 1980, without additional cost to the City or the employees, the City may substitute new insurance carriers. The Association will be given an opportunity to review the coverage afforded under such substitute plans before they are implemented.

The City and RCPOA agree that in the event state or federal law changes to the extent that mandates are placed on the City or the level of benefits changes during the term of this MOU, the parties agree to reopen the MOU to meet and confer over such changes or mandates, if either party requests to do so.

10.4 Dental

The City shall continue to provide to eligible employees and dependents fully paid dental insurance through Delta Dental Fee for Service program or through a mutually agreed upon alternative program through the term of this Agreement to include coverage as follows: two thousand dollars (\$2,000.00) annual cap for basic coverage and two thousand five hundred (\$2,500.00) lifetime cap for orthodonture. Effective January 1, 2016, the City's contribution toward the plan shall be ninety percent (90%) of the plan premium.

10.5 Life Insurance

The City shall continue to offer to eligible employees the life insurance program in effect on February 1, 1974. Effective September 1, 2011, the City shall provide employees Basic Life Insurance coverage of fifty thousand dollars (\$50,000), and Accidental Death and Dismemberment (ADD) coverage of fifty thousand dollars (\$50,000), with the City paying one hundred percent (100%) of the premium.

10.6 Long Term Disability Insurance

The City will reimburse the Association twenty-four dollars and fifty cents (\$24.50) per month, per employee towards the cost of Long Term Disability.

In the event the cost of the current Long Term Disability plan increases during the term of this Memorandum of Understanding, the City will reimburse the actual premium cost up to a maximum of twenty five dollars (\$25.00) per month per employee.

10.7 Vision Care

The City will contract with Vision Service Plan (VSP) or comparable vision care provider to provide vision care benefits for employees and their dependents. The Vision Service Plan B provides for an exam every twelve (12) months, lenses every twelve (12) months if needed, and frames every two (2) years if needed. There is no deductible for employees, but a twenty dollar (\$20.00) per person deductible will apply to dependents each time benefits are available and will be paid by the employee. Effective January 1, 2016, the City's contribution toward the plan shall be ninety percent (90%) of the plan premium.

SECTION 11. PROBATION

11.1 New Employees

A new hire employee shall serve a probationary period of eighteen (18) months. New hire lateral Police Officers shall serve a probationary period of twelve (12) months. Upon satisfactory completion of such probationary period, the employee shall be appointed as a regular full-time employee of the City of Redwood City.

New employees on probation who are off work for more than thirty (30) work days shall have their probationary period extended by the same amount of time as the work absence.

During the first six (6) months of his or her probationary period, an employee may be required to pass physical agility and endurance tests, written or oral examinations, and other job related tests to continue employment as a probationary employee. During the last twelve (12) months of an eighteen

(18) month probationary period, an employee may be required to pass periodical written examinations pertaining to all phases of the employee's work. Two (2) months prior to the conclusion of the probationary period (twelve (12) or eighteen (18) month probation periods), an employee may be required to pass an oral examination and performance test to satisfy the recommendation from the Department to Human Resources for retention on permanent employment status.

A probationary employee shall have the opportunity to read and discuss his or her monthly performance report with his or her supervisor before such report becomes part of the employee's employment record.

An employee may be separated from the City service at any time during the probationary period without right of appeal or hearing.

Any employee appointed to the classification of Police Officer Trainee shall be considered in a training status during the probationary period. A Police Officer Trainee who has not completed the required basic P.O.S.T training academy shall be considered a local miscellaneous retirement employee for all purposes and will only be considered a safety retirement member on the first (1st) day he or she is assigned to regular police duties.

11.2 Promoted Employees

All promotional appointments shall be tentative and subject to a probationary period of twelve (12) months of service from the date of appointment. During the probationary period an employee may be rejected at any time by the City Manager upon recommendation of the Police Chief. Any regular employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he or she was promoted unless conditions warrant his or her dismissal.

Upon satisfactory completion of such probationary period, the employee shall be appointed to a regular full-time position in that classification.

11.3 Specialty Assignments

An officer will be eligible for a specialty assignment under this Section if he or she has been employed as a full-time sworn police officer for a minimum of three (3) years, with the most recent two (2) years being served as a Redwood City Police Officer. This requirement must be met by the date the specialty assignment is scheduled to begin.

The following limitations shall apply to specialty assignments: Officer may not have held a specialty position for the six (6) months prior to the beginning date of the assignment. The positions of Field Training Officer, Canine Officer, and Drug Enforcement Administration Special Agent are exempt from the six (6) month waiting period, and any Officer who meets the qualifications may apply. Officers currently in a specialty assignment may apply for any of these aforementioned three (3) specialty assignments without regard to the waiting period.

Officers assigned to the following specialty assignments shall be assigned for a period not to exceed three (3) years: Detectives, Juvenile Detective, Street Crime Suppression Team Detective, School Resource Officer, DARE Officer, and Motorcycle Officer.

Officers assigned to the following specialty assignments shall be assigned for a period not to exceed two (2) years, but may be extended by one (1) additional year by mutual agreement of the Officer and Police Department Administration when noted: Field Training Officer, CCAT Officer, Narcotics

Task Force Special Agent, Drug Enforcement Administration Special Agent, and Vehicle Theft Task Force Special Agent.

The length of assignment for a canine handler shall be the working life of the dog, with the minimum assignment of three (3) years.

Appointments to two (2) or three (3) year specialty assignments shall be subject to a probationary period of six (6) months of service from the date of appointment. During the probationary period an employee may be rejected from the specialty assignment at any time by the Police Chief for poor performance. The Police Chief will use the comments tracked in Guardian Tracking or comments obtained from any special evaluations prepared by the employee's supervisor as the basis for rejection.

Any officer in a specialty assignment shall be eligible to apply for a permanent position if one becomes available while they are in their rotational assignment or within six (6) months from the date of completion of the specialty assignment. There will be two (2) permanent assignments for Detective, and two (2) permanent assignments for Motorcycle Officer. Any Officer in the specialty assignment of Canine Handler, Permanent Detective, or Permanent Motorcycle Officer may apply for another specialty assignment without a waiting period.

Excluding vacation requests, seniority will be recognized as length of time the employee has worked within the specialty unit.

SECTION 12. PROMOTION

12.1 Examination

In the event the City desires to fill a vacancy by promotion, the Personnel Officer shall prepare and administer an examination for those employees holding similar positions in lower classes.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

12.2 Eligible List

The names of the successful qualified candidates shall be recorded on an eligible list. Eligible lists shall continue in effect one (1) year after establishment. The name of any person on an eligible list may be removed by the Personnel Office if the eligible person requests in writing that his or her name be removed, or if he or she fails to respond to a written offer of employment within five (5) business days next succeeding the mailing of notice.

If a candidate waives an offer of employment the candidate shall be removed from the eligible list.

SECTION 13. RESIGNATION

An employee wishing to leave the service of the City in good standing shall file with the Police Chief at least two (2) weeks' notice of an intention to leave the service unless the Police Chief consents to the employee's leaving sooner. The written resignation shall state the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Officer, with a statement by the Police Chief as to the resigned employee's service performance and other pertinent information concerning the cause for resignation.

SECTION 14. RETIREMENT

14.1 Retirement Plan

Retirement benefits for employees shall be those established by the Public Employees' Retirement System (CalPERS) for Local Safety Members Two Percent (2%) at Age Fifty (50) Formula.

Effective the first full pay period that includes July 1, 2004, retirement benefits for employees hired prior to October 24, 2011 (Tier 1) shall be those established by CalPERS for Local Safety Members Three Percent (3%) at Age Fifty (50) Formula.

Retirement benefits for employees hired on or after October 24, 2011 who do not qualify as "new members" under Government Code Section 7522.04(f) (Tier 2) shall be those established by CalPERS for Local Safety Members, Three Percent (3%) at Age Fifty-Five (55) Formula.

Retirement benefits for employees hired on or after January 1, 2013, and defined as a "new member" pursuant to California Government Code Section 7522.04(f) (Tier 3) shall be those established by CalPERS for Local Safety Members, Two and Seven Tenths' Percent (2.7%) at Age Fifty-Seven (57) Formula.

14.2 Optional Provisions Added

Optional Public Agency Provisions under the Public Employees' Retirement System shall also be provided as follows:

1. Effective April 1, 1969, 1959 Survivor Allowance as set forth in Article 6 of Chapter 9 of the Public Employees' Retirement Law (commencing with Section 21380 of the Government Code), which will provide the third tier of benefits. Effective July 9, 2007, 1959 Survivor Allowance as authorized by Section 21574 of the Government Code, which will provide the fourth level of survivor benefits.
2. Effective March 16, 1989, retirement benefits for employees hired before the date of the City's 2011 amendment of its contract with CalPERS will be calculated based on one (1) year highest compensation as authorized by Section 20042 of the Government Code.
3. Retirement benefits for employees hired on or after the date of the City's 2011 amendment of its contract with CalPERS will be calculated based on the average of three years of compensation as authorized by Section 20037 of the Government Code.
4. Effective July 9, 2007, Pre-Retirement Optional Settlement 2 Death Benefits as authorized by Section 21548.

14.3 City's Contribution to Retirement System

The City shall pay the rate prescribed by the Public Employees' Retirement system for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

In accordance with Section 20516(f) of the Government Code:

Effective the first full pay period beginning on or after the date of Council approval of this tentative agreement (anticipated to be February 8, 2016, to be included in the check issued on February 26, 2016), each unit member in the Tier 1 (3%@50) and Tier 2 (3%@55) retirement plans shall pay seven percent (7%) toward the employer cost of retirement.

Effective as soon as administratively feasible after the date of the Council resolution to amend the contract with CalPERS, but no later than four (4) months following ratification and approval of this agreement, each Tier 1 (3%@50) and Tier 2 (3%@55) unit member shall pay three percent (3%) of the total seven percent (7%) listed above as cost sharing in accordance with Section 20516(a) of the California Government Code. The remaining four percent (4%) being paid toward the employer cost of retirement will continue in accordance with Section 20516(f) of the Government Code.

All such employee contributions toward employer cost of retirement will be made on a pre-tax basis. The contributions shall not be credited to the employee account at CalPERS and shall not be reimbursed to the contributor by the City at any time for any reason.

The four percent (4%) cost-sharing in accordance with Section 20516(f) of the Government Code shall resume on October 29, 2018 and end no later than August 29, 2021.

If beginning on or after the first full pay period of September 1, 2013, the employer cost of retirement for the bargaining unit falls below thirty-seven percent (37%) at any time, the employee contribution toward the employer cost of retirement will be reduced by one percent (1%) for each full one percent reduction in the employer rate below 37%.

14.4 Employee's Contribution to Retirement System

Effective September 1, 1999, each employee (Tier 1 and Tier 2) shall pay the Employee's Contribution currently set at nine percent (9%) of pensionable income to CalPERS in accordance with the rules and regulations governing such contributions.

Effective January 1, 2013, employees subject to the Tier 3 (2.7% at 57 Formula) level benefits, shall contribute an amount equivalent to half the normal costs established by CalPERS, currently established as twelve percent (12%) of pensionable income. If the normal cost as determined by CalPERS increases or decreases during the term of this MOU, the employee contribution shall also increase or decrease accordingly.

14.5 414(h)(2) Internal Revenue Service Code

Effective September 1, 1999, the City shall implement the provisions of 414(h)(2) for the term of this M.O.U., so long as those provisions [414(h)(2)] remain substantially the same, and so long as there is no additional cost to the employer for this 414(h)(2) participation. In the event of such additional cost to the employer, the parties will meet and confer regarding alternative provisions.

SECTION 15. LAYOFF

15.1 Order of Layoff

In the event of a reduction of force, the employee with the least service in the classification effected shall be laid off first.

15.2 Order of Rehire

An employee who is laid off shall be placed, for a period of one (1) year from the date of the employee's most recent layoff, on a rehire list. In hiring for a vacant position in a classification, such rehire list shall take precedence over all other employment lists and the last employee laid off shall be the first employee rehired until the rehire list of employees is exhausted; provided, however, that the employee hired from the rehire list is determined as capable, in the sole opinion of the City, by virtue of prior training and experience with the City of Redwood City to perform the work required in the classification in which the opening exists.

Refusal by an employee on the rehire list to accept or report to a rehire assignment made by the City shall result in the employee's immediate removal from the rehire list.

15.3 Break in Service

Service with the City shall be terminated by discharge, resignation, refusal by an employee to accept a reassignment to a related classification as stated in

Section 15.1 of this MOU, six (6) consecutive months of unemployment with the City of Redwood City, one (1) year on a rehire list, or the refusal by an employee on the rehire list to report to a rehire assignment made by the City as stated in Section 15.2 of this MOU.

15.4 Benefits During Layoff

During the one (1) year on a rehire list the employee shall not accrue any benefits, including but not limited to vacation, sick leave, holidays, medical, dental, and life insurance.

SECTION 16. PERSONNEL FILES

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee will have thirty (30) days to provide a written response to such documents and the response to such documents shall be included in the file. The employee may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents. At the request of the employee, a letter of reprimand may be removed from the employee's file, at the discretion of the Police Chief, if the employee has not been subject to subsequent disciplinary action in which the minimum corrective action imposed is a letter of reprimand during the initial two (2) year period following the issuance of the letter of reprimand the employee is requesting be removed from his/her file.

SECTION 17. GRIEVANCE PROCEDURE

17.1 Definitions

- 17.1.1 A "grievance" is a formal written allegation by a member of the bargaining unit who has been adversely affected by an alleged violation of the specific provisions of this MOU during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this MOU. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

- 17.1.2 A "disciplinary grievance" is a formal written objection or challenge to any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment. Any reduction in pay for change in assignment which occurs in the course of regular rotation and is not punitive shall not be subject to this grievance procedure.

Any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment shall be for cause.

- 17.1.3 A "grievant" is any unit member adversely affected by an alleged violation of the specific provisions of this MOU, or a punitive disciplinary action.

- 17.1.4 Unless otherwise specified, a "day" is any day in which the administrative offices of the City of Redwood City are open for regularly scheduled business.

17.2 General Provisions

- 17.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

- 17.2.2 All disciplinary documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- 17.2.3 Any disciplinary grievances arising out of an incident in which the maximum corrective action imposed is a letter of reprimand or warnings shall not be appealed beyond Level III of this Section 17, Grievance Procedure.

- 17.2.4 Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the Association.

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.

- 17.2.5 Every effort will be made to schedule meetings for the processing of grievances at time which will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

- 17.2.6 Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

- 17.2.7 This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to punitive disciplinary actions and shall satisfy all administrative

appeal rights and protections afforded by the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300, et. seq.

17.3 Procedure

Grievances will be processed in accordance with the following procedures:

17.3.1 Level I - Informal Resolution

17.3.1.1 Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this MOU shall present the grievance orally to the immediate supervisor within ten (10) calendar days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) calendar days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

17.3.2 Level II - Formal Written Grievance

17.3.2.1 If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Chief of Police within ten (10) calendar days after the oral decision by the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this MOU which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.

17.3.2.2 The Chief of Police shall communicate the decision to the grievant in writing within ten (10) calendar days after receiving the grievance. If the Chief of Police does not respond within the time limits, the grievant may appeal to the next level.

17.3.2.3 Within the above time limits either party may request a personal conference.

17.3.3 Level III - Appeal to Personnel Officer

17.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the Personnel Officer. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal. Evidence offered in support of a disciplinary grievance filed pursuant to Section 17.2.3 of this MOU shall be submitted in the form of written declarations executed under penalty of perjury.

- 17.3.3.2 The Personnel Officer shall communicate the decision to the grievant within ten (10) days. If the Personnel Officer does not respond within the time limits provided, the grievant may appeal to the next level.

17.3.4 Level IV - Binding Arbitration

- 17.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Association for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Association shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Association and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing public safety grievances in cities. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 17.3.4.2 If either the City or the Association so requests, a separate arbitrator shall be selected to hear the merits of any issues raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 17.3.4.1.
- 17.3.4.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 17.3.4.4 The City and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Arbitrator shall be without power of authority to make any decision that requires the City or management to do an act prohibited by law.
- 17.3.4.5 In the event that this grievance procedure is used to challenge punitive disciplinary actions as provided in Section 17.2.7 above, the City and the Association agree that the arbitrator shall prepare a written decision containing findings of fact, determinations, of issues and a disposition either:
- (1) that the position of the grievant shall be sustained; or
 - (2) that the position of the Police Chief shall be sustained.

17.3.4.6 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and award.

17.3.4.7 The award of the arbitrator shall be final and binding.

17.3.4.8 The fees and expenses of the arbitrator shall be shared equally by the City and the Association.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.

17.3.4.9 By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

SECTION 18. DISCIPLINE

18.1 Right of Discipline

The City shall have the right to discipline any employee for just cause.

18.2 Pre-Disciplinary Notice and Hearing

18.2.1 Response To Adverse Comments

A public safety officer employee will have thirty (30) days within which to file a written response to any adverse comment entered into his or her personnel file, including an adverse comment on a performance evaluation in accordance with Section 16 of this MOU, which does not constitute a punitive action as described above. The written response will be attached to the adverse comment.

18.2.2 Pre-Disciplinary Procedure For Suspension, Demotion, Reduction In Pay, Or Discharge

This pre-disciplinary procedure applies to permanent employees who are subjected to disciplinary suspension, demotion, reduction in pay, or discharge.

Probationary Employees can be terminated at-will and have no rights to any of the pre or post-disciplinary processes or procedures in this agreement. If the reason for the release of a Probationary Employee is for misconduct that stigmatizes his/her reputation such that

it is more difficult to obtain future employment, and the reason has been provided to the employee or made public, the employee may be entitled to a "name clearing" meeting with the appointing authority before the date of release. Only for-cause employees have the right to the *Skelly* Conference and appeal processes outlined in this Section.

A. Notice of Intent to Discipline (NOID): The employee will be provided a written notice of intent to discipline which contains the following:

1. The level of discipline intended to be imposed;
2. The specific charges upon which the intended discipline is based;
3. A summary of the facts upon which the charges are based;
4. A copy of all written materials, reports, or documents upon which the intended discipline is based;
5. Notice of the employee's right to respond to the Chief of Police regarding the charges within ten (10) business days from the date of the Notice of Intent to Discipline (NOID), either by requesting an informal conference (the "*Skelly* Conference"), or by providing a written response, or both;
6. Notice of the employee's right to have a representative of his or her choice at the *Skelly* Conference, should he or she choose to respond orally; and
7. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

B. Employee's Response and the Skelly Conference

1. If the employee requests a *Skelly* Conference to respond orally to the charge(s), the conference will be scheduled within a reasonable time after the date of the NOID. The *Skelly* Conference will be an informal meeting with the Police Chief or his/her designee, at which time the employee has an opportunity to rebut the charges against him or her and present any mitigating circumstances, and present any other information she or he believes is relevant. The Police Chief or his/her designee will consider the employee's presentation before any final disciplinary action.
2. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

C. Final Notice of Discipline (NOD)

After receipt of the employee's timely written response or after the *Skelly* Conference, the Police Chief will: a) dismiss the notice of intent and take no disciplinary action against the employee, b) modify the intended disciplinary action, or c) impose the intended disciplinary action. In any event, the Police Chief shall prepare and provide the employee with a Final Notice of Discipline (NOD) that contains the following:

1. The level of discipline, if any, to be imposed and the effective date of the discipline.
2. The specific charges upon which the discipline is based;
3. A summary of the facts upon which the charges are based including a response to the employee's *Skelly* presentation;

4. A copy of all written materials, reports, or documents upon which the discipline is based; and
5. A statement of the nature of the employee's right to appeal.
6. A statement advising about non-retaliation.

18.3 Appeals

If an employee feels he/she has been unjustly disciplined, he/she shall have the right to appeal his/her case through the grievance procedure. Such appeals must be filed in writing within ten (10) calendar days from receipt of the final notice of discipline; and unless so filed, the right of appeal is lost. Appeals of discipline imposed by the Police Chief shall begin at Level III of the grievance procedure.

SECTION 19. OUTSIDE EMPLOYMENT

- 19.1 A unit member shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his/her duties as an employee of the City, or with the duties, functions, or responsibilities of the City.
- 19.2 A unit member shall secure written approval from the Chief of Police prior to engaging in any outside employment, activity, or enterprise for compensation. The Chief of Police may deny any outside employment, activity or enterprise for compensation which could be judged to be inconsistent with, incompatible to, or in conflict with the unit member's duties as an employee of the City. Requests for approval of such outside employment shall be submitted to the Chief of Police on the appropriate City form no less than ten (10) business days prior to the anticipated commencement date of the outside employment. Denial of request for outside employment shall be subject to the grievance procedure up to Level III.
- 19.3 Any outside employment, activity, or enterprise shall be prohibited if it involves any of the following:
 - 19.3.1 The use for private gain or advantage of City time, facilities, equipment, or supplies;
 - 19.3.2 The use of the badge, uniform, prestige or influence of the unit member's City office or employment;
 - 19.3.3 Receipt or acceptance by the unit member of any money or other consideration from anyone other than the City for the performance of an act which the unit member, if not performing such act, would be required or expected to render in the regular course or hours of his/her City employment or as a part of his/her duties as a City employee;
 - 19.3.4 The performance of an act in other than his/her capacity as a City employee, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of the City or any of its officers or employees;
 - 19.3.5 Such time demands as would render performance of his/her duties as a City employee less efficient.
- 19.4 Any unit member who is determined to have engaged in an activity prohibited by or in violation of this Section 18 shall be subject to disciplinary action including, without limitation, suspension or termination. The unit member shall receive notice of the proposed discipline and shall have the right to appeal through the Grievance Procedure contained in this MOU.

SECTION 20. SAFETY

Each employee covered by this MOU agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

SECTION 21. LIMITED DUTY WORK

- 21.1 An injured employee who is receiving medical attention for an alleged industrial injury, and who is determined to be temporarily disabled, is required to return to the department after initial treatment a medical report indicating that, if any, limited duty the employee can perform. If none, the report should so indicate. The department routinely requires periodic updating reports and these should also contain this information.
- 21.2 An employee on extended sick leave is likewise required to provide these periodic reports which should also contain limited duty information.
- 21.3 For employees whose limited duty arrangement calls for less than the regular number of hours worked per payroll period, the hours actually worked will be shown as regular time on the time card and the remaining hours (the difference between hours actually worked and hours normally scheduled) charged to the appropriate leave. For persons expected to be on a less-than-normal schedule for more than thirty (30) days, the department will initiate a personnel action form adjusting accrual rates of such work scheduled-related benefits as vacation, sick leave or industrial disability as set forth in Section 9. When the individual returns to his or her regular work schedule, the department will initiate another personnel action form for return accrual rates to normal; however, there will be no adjustment of balances as a result of an accrual rate change.
- 21.4 The duty limitations specified by the treating physician must be strictly adhered to when making work assignments.
- 21.5 Limited-duty assignments should be such that there is minimum risk of further injury or aggravation.

SECTION 22. DAMAGED PROPERTY OF POLICE DEPARTMENT EMPLOYEES

- 22.1 Any employee of the department may be reimbursed for the costs of replacing or repairing property, such as eyeglasses, dentures, watches, or articles of clothing necessarily worn or carried when such items are damaged in the line of duty, without fault of the employee.
- 22.2 Luxury items such as jewelry, watches over Seventy-five Dollars (\$75.00) in value, and other non-required items will not be covered by Section 22.
- 22.3 Before the allowance or payment is made, the employee shall file a claim with the department. There shall be attached to said claim all receipts showing the monies expended by the claimant for the repair or replacement of said property.
- 22.4 The department shall reserve the right to refer any claim, which is excessive or does not meet the previously stated criteria, to the normal City of Redwood City claim procedure.

SECTION 23. SEPARABILITY OF PROVISIONS

Should any section clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

This MOU is a resolution of all issues raised during this meet and confer process and shall become effective on the date ratified by the City Council.

REDWOOD CITY POLICE OFFICERS
ASSOCIATION

BY: _____

Victor Figueroa, President

DATED: _____

7/30/19

CITY OF REDWOOD CITY

BY: _____

Melissa Stevenson Diaz, City Manager

DATED: _____

7/30/19

APPENDIX A

CORE REFERENCE MATERIALS

1. The core list should include, but will not necessarily be limited to, the following:

- Legal Sourcebook (includes software program)
- Penal Code (complete text)
- Penal Code - Qwik Code and abridged edition
- Vehicle Code - Qwik Code and abridged edition
- Spanish Translation - Qwik Code (Law Tech Pub.)
- Drug & Narcotics Law Summary (Law Tech Pub.)
- Search & Seizure Checklist
- Search Warrant Checklist
- Police Promotional Guide
- Sergeant's Examination Manual
- Law Enforcement Reference Manual
- Criminal Justice Terms & Definitions (Law Tech Pub.)
- Dictionary, Speller, Thesaurus (pocket size)
- Passenger Vehicle Identification Manual
- Local Area Maps (e.g. Thomas Guide)
- Starlett Guide (vehicle profile recognition)
- Starlett Guide (in-field narcotics recognition)

2. The Chief or the Chief's designee may approve individual textual or reference materials submitted for consideration by any association member. The core list of reference materials shall be contained in an appendix, and shall be reviewed and updated by the parties when they meet and confer to negotiate the general terms of the Memorandum of Understanding or any other agreed upon re-opener to the MOU.

APPENDIX B

SALARY EXHIBITS

**POLICE OFFICERS ASSOCIATION
PROPOSED SALARY RANGES
2.5% COLA Effective October 29, 2018**

Classification	Minimum Monthly Salary	Maximum Monthly Salary
Police Officer	\$9,670	\$11,754
Police Officer - Advanced	\$9,912	\$12,048
Police Officer Trainee	\$9,670	\$10,658

**POLICE OFFICERS ASSOCIATION
PROPOSED SALARY RANGES
3% COLA Effective September 2, 2019**

Classification	Minimum Monthly Salary	Maximum Monthly Salary
Police Officer	\$9,960	\$12,107
Police Officer - Advanced	\$10,210	\$12,410
Police Officer Trainee	\$9,960	\$10,978