

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REDWOOD CITY**

**AND**

**REDWOOD CITY POLICE OFFICERS  
ASSOCIATION**

**SEPTEMBER 1, 2008 - AUGUST 31, 2011**

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## **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, 2008, and ending August 31, 2011.

## **SECTION 1 - RECOGNITION**

### **1.1 Union Recognition**

Redwood City Police Officers Association, hereinafter referred to as "the Association," has been recognized as the Majority Representative, pursuant to the Employer-Employee Resolution of the City adopted August 7, 1972, 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 (except where a disability is a bona fide occupational disqualification), sexual orientation, marital status, religious or political preference or union affiliations.

### **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. 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**

The Association may have the regular dues of its members deducted from the employees' paychecks; provided, however, that such dues deduction shall be made only upon the written authorization of the individual employee.

Payroll deductions shall be for an amount specified by the Association and uniform as between employee members of the Association, and shall not include fines or fees.

Authorization, cancellation or modification of payroll deduction shall be made upon forms provided by the City. The voluntary payroll deduction authorization will remain in effect until employment with the City is terminated or until canceled or modified by the employee by thirty (30) days advance written notice to the City.

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.

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 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.

### **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 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, ashtrays, and blackboards, 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 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.

#### **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 with the first full pay period beginning on or after September 1, 2008, salaries shall be calculated by comparing the total compensation rates of Police Officers in Redwood City to the mean or median, whichever is greater, plus .8% of Police Officers in the following listed cities: Mountain View, Palo Alto, San Mateo, South San Francisco, Union City, Milpitas and Santa Clara. Based on this formula, for the first full pay period beginning on or after September 1, 2008, the percent increase will be 4.39%.

Effective the first full pay period that begins on or after September 1 in each subsequent year of this agreement, salary increases will be tied to median or mean, whichever is greater, of the salary survey market as allowed for in Sections 7.1.1 through 7.1.5 of the current MOU. If Police Officers in Redwood City are less than 3% below the mean or median, whichever is greater, they shall receive a 3% salary increase.

- 7.1.2 The comparative calculation shall include top step base salary, employee PERS payments, educational incentives, and health and welfare contributions.
- 7.1.3 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 in each year of this agreement, the total compensation factor for those cities shall be equal to the Consumer Price Index for all Urban Consumers for the San Francisco/San Jose area for the preceding fiscal year. This factor shall be no less than 4% nor greater than 7% should the C.P.I. fall below or exceed these percentages.
- 7.1.4 The City shall implement the results of the September 1, 2008, September 1, 2009, and September 1, 2010, survey effective the first full pay period beginning on or after September 1, 2008, September 1, 2009, and September 1, 2010 respectively.

- 7.1.5** 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.
- 7.1.6** 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.

**7.2 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.

Effective with Council adoption of the new Memorandum of Understanding, the City will implement a mandatory direct deposit program for all new hires.

**7.4 Premium Pay**

Police Officers assigned as Detectives, regularly assigned as Traffic Unit Officers, Field Training Officers, Canine Handlers, and officers assigned to C-CAT, PAL and DARE shall receive premium pay in the amount of 5% of the officer's base pay.

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 5% of the officer's base pay.

Police Officers who are regularly scheduled to work between the hours of 2:00 p.m. and 2:00 a.m. shall receive premium pay in the amount of 5% of the officer's base pay.

### **7.5 Bilingual Pay**

The City, with Department Head approval, shall pay a differential of 2.5% of base pay to employees who are proficient in Spanish and who successfully pass a proficiency examination.

The City, with Department Head approval, shall pay a differential of 5% of base pay to employees 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 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 2.5% or the 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**

Except for employees whose work shift ends at 8:00 A.M., an off-duty employee who is subpoenaed 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 four (4) hours.

Any employee whose work shift ends at 8:00 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. 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.

### **7.8 Longevity Pay**

Employees with ten or more years of service with the City of Redwood City who maintain a current satisfactory performance evaluation and possess a valid advanced certificate awarded by the California Commission on Peace Officer Standards and Training along with 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, shall be eligible to receive an additional 7-1/2% of pay.

Section 7.8 shall be interpreted to include prior service as a Redwood City Police Officer in meeting the ten (10) year service criterion for longevity pay. An officer must also meet the other criteria for longevity pay per Section 7.8 of the current MOU.

It is understood that an employee shall not receive both Educational Incentive Pay and Longevity Pay.

**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 2.5% of base salary. Police Officers who obtain a P.O.S.T. Advanced Certificate shall receive educational incentive pay equal to 5.0% 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 K-9 officers shall receive seven (7) hours of pay per pay period, compensated at one and-half (1-1/2) times the employee's base pay, for the care and maintenance of their dog.

**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. Payment for overtime will not be made unless such overtime has been authorized in writing 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, and Section 7.9 herein. Premium pay under Section 7.4 includes night differential, investigation division differential, motorcycle differential, canine differential, field training officer differential, and C-CAT, PAL and DARE differentials. 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.

Use of soft body armor shall be optional, and shall not be required by 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

- 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.

At the end of each fiscal year, the Finance Department 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 were assigned to patrol duty at any time during the fiscal year. Any 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.

- 7.13.3** Police Officers assigned as detectives will 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 assigned as detectives. This amount will be PERS reportable compensation.

- 7.13.4** Articles 7.13.2 and 7.13.3 are mutually exclusive such that at no time shall a Police Officer have his/her PERS reportable compensation increased as described in Article 7.13.2 and also receive a uniform allowance as described in Article 7.13.3 for the same time period.

#### **7.14 Holidays**

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 eleven (11) only at the straight-time rate of pay during the first six (6) months of service with the City and for the floating holidays twelve (12) 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. Three administrative holidays 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 26 pay periods), payment will be made no later than the first pay period in February.

## **7.15 Vacations**

**7.15.1** Effective July 1, 2005, all regular full-time employees shall be entitled to vacation leave from the commencement of their employment with the City.

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, on a form provided by the City, indicate their preference for vacation periods during November and December of each calendar year. 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 by January 1 of each year.

**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 Human Resources Director.

**7.15.4** In the event an employee is reinstated, 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.

**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 Illness During Vacation**

**7.16.1** 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:

**7.16.1.1** The employee otherwise qualified for illness leave as provided by this MOU; and

**7.16.1.2** The employee, if no longer ill, returns to duty immediately following the vacation period; and,

**7.16.1.3** The employee's illness is verified by a statement from an accredited medical doctor for each such day of illness leave requested.

**7.16.2** 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.

## **7.17 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:

Actual costs to and from destination not to exceed a maximum computed at a rate not to exceed current IRS mileage reimbursement limits for miles traveled both within and outside the City by carrier service, including any privately-owned conveyance; provided, however, that for travel to and from destination in excess of 300 miles, said maximum shall not exceed actual air coach fare when such fare is less than the amount computed at the aforesaid rates. For the purposes of this subsection, the actual cost for miles, actually traveled by privately-owned conveyance, including cost of fuel, maintenance, repairs, insurance and depreciation, shall be deemed equal to the maximum allowance provided for in this subsection.

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.

## **7.18 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 Human Resources Director, 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 dollar (\$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 Human Resources Director 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.

#### **7.19 Lateral Recruitment Incentive Award**

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

Recruit defined: When a POA Member independently contacts a Lateral Peace Officer and persuades him/her to apply to, and 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.

### **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 12.5 hour shift will accrue sick leave at the rate of 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 12.5 hour shift on a regular basis is defined as being assigned to a 12.5 hour shift through the department's regular shift bidding process. Employees that do not normally work a 12.5 hour shift but do so on occasion as a result of overtime or trade to cover another officer's 12.5 hour shift are not eligible for the 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 six (6) 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 six (6) 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 person licensed to practice medicine or dentistry 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 five (5) days of accrued sick leave in any calendar year for illness in the immediate family. For the purpose of this Section, immediate family means spouse, child or parent.

- 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 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 Sick leave with pay shall not be granted or accrued when the disability arises from any illness, sickness or injury purposely self-inflicted or caused by any willful misconduct or when disability is sustained while engaged in a gainful occupation (other than City service) either as an employee, officer, executive or as a business or professional proprietor or partner.
- 9.1.5 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.
- 9.1.6 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 that 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.

**9.1.7** If a unit member terminates for reasons other than death, retirement or discharge, compensation in lieu of unused sick leave shall be paid in accordance with the terms provided for an employee who may elect to receive compensation in lieu of sick leave credits, prorated to the date of termination of service.

**9.1.8** 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 fifty percent (50%) of accrued unused sick leave. Employees who die while in the employ of the City shall be eligible to receive 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 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 as provided under the provisions for a unit member who elects to receive compensation in lieu of sick leave credits. Unit members discharged shall not be eligible for payment of unused sick leave.

**9.1.9** 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., 250 days of sick leave for one additional year of service credit. Local safety member benefits subject to a maximum of 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 Maternity Leave of Absence Without Pay**

**9.6.1** Maternity 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** Maternity leave shall be granted when the following conditions have been met:

**9.6.2.1** The employee shall notify her immediate supervisor in writing accompanied by her physician's certificate of pregnancy as soon as possible after pregnancy has definitely been determined, but no later than ninety (90) days prior to the tentative date on which the leave is to begin. 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 maternity 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, 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 maternity 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.

## **9.7 Leave for Pregnancy Disability**

**9.7.1** Employees who are working 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. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.

**9.7.2** Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City.

9.7.3 The employee on leave shall be returned to an equivalent position within her classification.

**9.8 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.

**9.9 Bereavement Leave**

9.9.1 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 300 or more miles from the City.

9.9.2 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.

9.9.3 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.

9.9.4 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.

**9.10 Family and Medical Leave**

9.10.1 In accordance with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993, regular part-time and full-time employees with one year or more of service are entitled to leave to a maximum of 12 weeks in a 12-month period (or 16 weeks in a 24-month period):

9.10.1.1 to care for a child following a birth or placement of a child with the employee for adoption or foster care;

9.10.1.2 to care for the spouse, child or parent of the employee who has a serious health condition;

**9.10.1.3** if the employee is unable to perform his/her job because of the employee's own serious health condition.

**9.10.2** When an employee desires leave for the above stated reasons, the employee should give 30 calendar days written advance notice to his/her immediate supervisor (or if the event is unforeseeable employee should give as much notice as possible).

The City may require that a request for family leave be supported by a certification issued by the employee's health care provider.

Certification may also be required from the health care provider of the employee's child, parent or spouse who has a serious health condition before the employee is approved to use family/medical leave to take care of that family member.

Failure to comply with the above requirements may lead to denial of leave.

**9.10.3** The employee may elect, or the City may require the employee, to substitute accrued vacation leave or other accrued time off during family/medical leave. Sick leave may be used during the period of family/medical leave in accordance with the sick leave provisions found in Section 9.1 of this Memorandum of Understanding.

**9.10.4** The City will maintain contributions for the employee's health benefits under group health plans at the same level as prior to the leave, in accordance with the Family & Medical Leave Act. The equivalent benefits, pay and other terms and conditions of employment upon completion of the leave.

## **SECTION 10. HEALTH PLANS**

### **10.1 Health and Cafeteria Plans**

The City agrees to contract with the California Public Employee's Retirement System (PERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22751, et, seq.), pursuant specifically to Government Code Section 22892 and 22850, provided however,

that 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** For the period September 1, 2008 through August 31, 2011, the City's maximum contribution for each 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 and shall be rounded to the nearest dollar.

- 10.1.3** The City shall establish in accordance with Section 125 of the IRS Code a Cafeteria Plan establishing the following individual accounts for each active employee:
- A. Group Health Plan Medical Premiums
  - B. Dependent Care
  - C. Health Care Reimbursement
- 10.1.4** For the period September 1, 2008 through August 31, 2011, the City's maximum monthly contribution for each active full-time employee for the aforementioned Cafeteria Plan shall be equal to the Kaiser Bay Area/Sacramento Region 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 22751, et. seq. Such costs include, but are not limited to, surcharges and/or administrative fees. The current maximum monthly contribution per active employee is one thousand one hundred twenty-six dollars and seventy-four cents (\$1,126.74). In the event the Kaiser Bay Area/Sacramento Region three (3) party premium, less the maximum contribution as stipulated in Section 10.1.2, increases above \$1,126.74 during the term of this MOU, the City will increase its contribution in an amount to equal such an increase.
- 10.1.5** For employees covered by this MOU, this amount shall be prorated. (For permanent part-time employees working (20) or more hours per week covered by the MOU this amount shall be prorated.)
- 10.1.6** 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 10.1.6 to meet and confer on modifying 10.1.6 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 (PERS) 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.
- 10.1.7** For employees who have ten (10) years of service and retire under the City's retirement plan, the retirement stipend paid by the City shall be equal to the premium paid for a current employee, for the same plan based on the Bay Area/Sacramento Regional pricing schedule. 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/Sacramento 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 10.1.7 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.

- 10.1.8 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 10.1.4, and 10.1.5. Such costs include, but are not limited to, premiums, surcharges, and/or administrative fees.
- 10.1.9 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.
- 10.1.10 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 benefits under 10.1.7; and,
  - B. The employee is not eligible for similar benefits through a spouse's health plan.

Whenever the above eligibility criteria are met, the City will provide medical benefits at the same benefit tier (single, two-party, family) which the employee would have been receiving if he/she had continued as an active employee.

- 10.1.11 For employees who leave the City in good standing, for reasons other than retirement, who are not eligible for benefits as provided in Section 10.1.7 or 10.1.10, 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 percent of premium paid for a current employee, for the same plan, for the period September 1, 2008 through August 31, 2011, 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.

## 10.2 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 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.

### **10.3 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: \$2,000.00 annual cap for basic coverage and \$2,500.00 lifetime cap for orthodonture.

### **10.4 Life Insurance**

The City shall continue to offer to eligible employees the life insurance program in effect on February 1, 1974.

### **10.5 Long Term Disability Insurance**

Effective with the first full pay period after the adoption by the City Council of the Memorandum of Understanding between the POA and the City of Redwood City, the City will reimburse \$19.50 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.\

### **10.6 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 12 months, lenses every 12 months if needed, and frames every two years if needed. There is no deductible for employees, but a \$20.00 per person deductible will apply to dependents each time benefits are available and will be paid by the employee.

## **SECTION 11. PROBATION**

### **11.1 New Employees**

An 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 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 examinations, and other job related subjects. During the last twelve (12) months of the probationary period, an employee may be required to pass periodical written examinations pertaining to all phases of the employee's work. At the conclusion of the probationary period, an employee may be required to pass a written examination and performance test.

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.

## **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 (PERS) 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 shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members Three Percent (3%) at Age Fifty (50) 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.

2. Effective March 16, 1989, one (1) year highest compensation as authorized by Section 20024.2 of the Government Code.
3. Effective as soon as administratively possible after ratification and Council approval of an agreement, Pre-Retirement Optional Settlement 2 Death Benefits as authorized by Section 21548.
4. Effective as soon as administratively possible after ratification and Council approval of an agreement, Fourth Level of 1959 Survivor Benefits as authorized in Section 21574.

#### **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.

#### **14.4 Employee's Contribution to Retirement System**

Effective September 1, 1999, each employee will pay the Employee's Contribution to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

#### **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.

### **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 may be required to acknowledge the receipt of any document entered into his personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## **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 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 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. 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 year period following the issuance of the letter of reprimand the employee is requesting be removed from his/her file.
- 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) 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) 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.

**17.3.1.2** Any unit member who believes he/she has a grievance which is an objection or challenge to any punitive disciplinary action shall present the grievance orally to the Captain within ten (10) 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 Captain shall hold discussions and attempt to resolve the matter within ten (10) 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 Captain.

## 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) 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) 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.
- 17.3.2.4 Prior to determining the level of discipline to be taken on alleged violations of City or Department rules and/or regulations, the Chief or his designee will:
1. Ascertain if the represented employee wishes the Association to intervene on their behalf prior to the decision being made by the Chief as to level of discipline.
  2. In those cases where intervention is not desired, the Chief's decision will be made without Association intervention. Denial of Association involvement at this level does not affect any other part of the grievance procedure contained in this MOU.
  3. When intervention is desired, the Chief will contact the President or their designee to schedule a meeting where the representative will be granted access to the investigative file. This access will not include the right to copy any portion of the file in question. Appropriate copies will be made available after the actual discipline is determined. After being given a reasonable amount of time to read the file, the Chief will listen to confidential, oral input as it relates to the actual level of discipline to be taken. Association involvement at this level, does not affect any other

part of the grievance procedure contained in this MOU.

4. The entire process from date of notification to the POA, by the Chief, will be no longer than ten (10) working days unless extended by mutual agreement.
5. All communications between the Chief and the Association at this level is advisory and confidential.

### **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 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. OUTSIDE EMPLOYMENT**

- 18.1** 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.
- 18.2** A unit member shall secure written approval from the Chief of Police prior to engaging in any 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 five (5) days prior to the anticipated commencement date of the outside employment.
- 18.3** Any outside employment, activity, or enterprise shall be prohibited if it involves any of the following:
- 18.3.1** The use for private gain or advantage of City time, facilities, equipment, or supplies;
  - 18.3.2** The use of the badge, uniform, prestige or influence of the unit member's City office or employment;
  - 18.3.3** 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;

- 18.3.4** 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;
  - 18.3.5** Such time demands as would render performance of his/her duties as a City employee less efficient.
- 18.4** 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 19. 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 20. LIMITED DUTY WORK**

- 20.1** 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.
- 20.2** An employee on extended sick leave is likewise required to provide these periodic reports which should also contain limited duty information.
- 20.3** 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.

- 20.4 The duty limitations specified by the treating physician must be strictly adhered to when making work assignments.
- 20.5 Limited-duty assignments should be such that there is minimum risk of further injury or aggravation.

**SECTION 21. DAMAGED PROPERTY OF POLICE DEPARTMENT EMPLOYEES**

- 21.1 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.
- 21.2 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 21.
- 21.3 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.
- 21.4 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 22. 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:   
Greg Farley, President

DATED: 9-16-08

CITY OF REDWOOD CITY

BY:   
Peter Ingram, City Manager

DATED: 9-16-2008

# REDWOOD CITY

BUILDING A GREAT COMMUNITY TOGETHER

August 25, 2008

Mr. Greg Farley  
POA President  
1301 Maple Street  
Redwood City, CA 94063

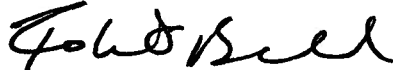
RE: Reopener on Retiree Medical Contribution

Dear Greg:

In follow-up to our successful negotiations process, I want to confirm our agreement regarding the City's retiree medical contribution. During the term of the new Memorandum of Understanding (MOU) that is to go into effect on September 1, 2008, the City would like to meet and confer with the POA regarding alternative plan designs and contributions to the retiree medical program for current employees and/or future hires. The City recognizes that the retiree medical benefit currently offered to association members per section 10.1.7 of the new MOU cannot be changed, modified or altered without mutual consent and agreement of both parties. During the term of the MOU, the City would like the ability to discuss alternate plan designs and contributions with the POA. Please indicate your agreement to this reopener by signing and dating below.

I want to thank you and your membership for working diligently and cooperatively with the City to reach a 3-year successor agreement.

Sincerely,



Robert Bell  
Human Resources Director

I accept and agree with the reopener provision during the term of the MOU:

  
Greg Farley, POA President

9-16-08  
Date

# **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.