

MEMORANDUM OF UNDERSTANDING

BETWEEN
CITY OF SAN CARLOS
AND
SAN CARLOS POLICE OFFICERS' ASSOCIATION
AUGUST 1, 2006
TO
JULY 31, 2008

TABLE OF CONTENTS

SECTION	TITLE	PAGE
Preamble	Parties and Purpose	1
1	Recognition	1
2	Association Security	1
3	Use of City Facilities and Advance Notice	2
4	Association and Official Representatives	3
5	No Discrimination	4
6	Hours of Work	4
7	Overtime	4
8	Salaries	5
9	Pay for Temporary Appointment to a Higher Classification	8
10	Holidays	8
11	Vacations	9
12	Sick Leave	10
13	Bereavement Leave	11
14	Leaves of Absence	11
15	Jury Duty	12
16	Hospitalization and Medical Care	12
17	Probationary Period	14
18	Promotions	15
19	Layoff and Reemployment	16
20	Disciplinary Actions	17
21	Grievances	17
22	Personnel Files	20
23	Uniforms	21
24	Retirement	21
25	Separability of Provisions	21
26	Past Practices & Existing Memoranda of Understanding	22
27	Duration	22
Addendum A	July 1, 2007 Salaries	23

MEMORANDUM OF UNDERSTANDING

Between

CITY OF SAN CARLOS

and

SAN CARLOS POLICE OFFICERS' ASSOCIATION

PREAMBLE

PARTIES AND PURPOSE

This Memorandum of Understanding ("M.O.U.") is entered into by and between the City of San Carlos, California (hereinafter referred to as the "City") and the San Carlos Police Officers Association (hereinafter referred to as the "Association" or "Union") pursuant to the provisions of Section 3500, et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in [] the representation unit described in section 1 below, and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. As a result, the Parties agree as follows:

1.0 Recognition

1.1 Association Recognition

The San Carlos Police Officers' Association, hereinafter referred to as the "Association," is the recognized employee organization for the Police representation unit, comprised of those classifications listed in Section 8 certified pursuant to Resolution No. 77-78 adopted by the City Council on July 27, 1977.

1.2 City Recognition

The City Manager, or any management representative duly authorized by the City Manager, is the representative of the City of San Carlos, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 77-78 adopted by the City Council on July 27, 1977.

2.0 Association Security

Dues Deduction

2.1 Payroll deductions for membership dues shall be granted by the City Manager only to the Association.

The following procedures shall be observed in the withholding of employee earnings:

- 2.2 Payroll deductions shall be for a specified amount and shall not include fines. Dues deductions shall be made only upon the employee's written authorization on a payroll deduction request approved by the City of San Carlos.

All employees who are members of the Association shall pay dues to the Association.

- 2.3 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.

- 2.4 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 withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that 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 dues deduction.

- 2.5 The Association shall 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 or premiums for benefits. In addition, the Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

3.0 Use of City Facilities and Advance Notice for Association Business

3.1 Space and Equipment

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

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

3.2 Bulletin Boards

The Association may use portions of designated City bulletin boards under the following conditions:

All materials must be dated and must identify the Association that posted them.

Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the date of posting. Materials, which the Chief of Police considers objectionable, will not be posted. In instances where the Chief of Police denies posting, the Association may appeal such denial to the City Manager.

The City reserves the right to determine where bulletin boards shall be placed and what portion of City bulletin boards are to be allocated for Association material.

3.3 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Association if it is 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. The Association shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when City Management determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, City Management shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

4.0 Association and Official Representatives

4.1 Attendance at Meetings by Employees

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation 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. Such Association representatives may be required to submit a written request for excused absence to the Chief of Police, with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Association 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 consent of the Chief of Police or his/her designated representative. Prearrangements for routine contact may be made by agreement between the Association and the Chief of Police, 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/her designated representative.

5.0 No Discrimination

There shall be no discrimination because of race, color, national origin, sex, sexual orientation or legitimate Association activities against any employee or applicant for employment by the Association or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law there shall be no

discrimination because of age. The City agrees to comply with the requirements of the Americans With Disabilities Act (ADA), and there shall be no discrimination against any disabled person solely because of disability unless that disability prevents the person from meeting the essential job duties as defined in the position specifications.

6.0 Hours of Work

The regular workweek for employees occupying full-time positions consists of forty (40) hours in any designated consecutive five (5) out of seven (7) days.

The City Manager or his/her designee shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the City.

7.0 Overtime

7.1 Authorization

All compensable overtime must be authorized by the Chief of Police or his/her designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

7.2 Definition

Any authorized time worked in excess of eighty (80) hours in a biweekly pay period shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

Employees may choose to be compensated for overtime worked either by monetary payment or by compensatory time off to the extent permitted by applicable State or Federal law; provided, however, that compensatory time off which accrues in excess of forty-eight (48) hours shall be liquidated by monetary payment during the month of December, unless the City Manager or his/her designee authorizes in writing an employee to accrue more than forty-eight (48) hours of compensatory time off. Compensatory time off shall be taken at a time mutually agreeable to the employee and his/her supervisor.

Beginning no later than 2007, the parties shall meet and discuss in detail the options and potential operational and employee impacts of implementing an alternative to the above-mentioned 80 hour bi-weekly cycle.

7.3 Call Back

An employee recalled for unscheduled work outside of and not continuous with regularly scheduled hours shall be paid a minimum of three (3) hours at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

7.4 Court Time

An employee who is ordered to report to work on an off-duty day for the purpose of appearing in Court and who does so at the specified time shall receive a minimum of four (4) hours pay at time and one-half (1-1/2).

An employee who is ordered to report to work for the purpose of appearing in Court on an on-duty day more than three (3) hours prior to the employee's regular starting time shall receive a minimum of three (3) hours pay at time and one-half (1-1/2). An employee who is ordered to report back to work on an on-duty day for the purpose of appearing in court shall receive a minimum of three (3) hours pay at time and one-half (1-1/2) when such court appearance time is not continuous with other assigned work time.

8.0 Salaries

8.1 Effective on the date this agreement is ratified by both parties hereto, the salary ranges for the following classifications shall be as follows:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant – monthly	\$7160.44	\$7518.42	\$7894.32	\$8289.06	\$8703.32
Police Sergeant - Bi-weekly	\$3304.82	\$3470.04	\$3643.53	\$3825.72	\$4017.01
Police Officer – monthly	\$5737.21	\$6024.07	\$6325.32	\$6642.55	\$6973.65
Police Officer– bi-weekly	\$2647.95	\$2780.34	\$2919.38	\$3065.79	\$3218.61
Police Officer Trainee -monthly	\$4562.40				
Police Officer Trainee – Bi-weekly	\$2105.72				

The City will pay each respective employee a one-time-only lump sum amount within sixty (60) days of contract signing equal to 3% of gross wages earned by that employee between August 1, 2006 and the date by which both sides have ratified the agreement, inclusive, provided that this payment shall only be made if the union notifies the City Administrative Services Director in writing on or before December 11, 2006 that the union membership has ratified the tentative 2006-08 collective bargaining agreement. Such payment shall be subject to normal withholding and deductions.

Base wage rates effective July 1, 2007 shall be as set forth in Appendix ADDENDUM A of this Agreement which by this agreement is incorporated herein.

Except as herein otherwise provided, the entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed.

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Chief of Police and approval by the City Manager or his/her designee. In case of an unsatisfactory employee performance evaluation, an increase in salary may be withheld. An employee who is denied an increase in salary may discuss such denial with the Chief of Police and the City Manager. The decision of the City Manager shall be final.

If the City Manager at any time determines that it is in the City's interest, he/she may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

An employee who has received a satisfactory rating on an employee performance evaluation shall receive increases in salary according to the following plan:

Step B upon completion of twelve (12) months' satisfactory service at Step A.

Step C upon completion of twelve (12) months' satisfactory service at Step B.

Step D upon completion of twelve (12) months' satisfactory service at Step C.

Step E upon completion of twelve (12) months' satisfactory service at Step D.

8.2 Educational Incentive Allowance

Employees who possess a Bachelor's Degree, one hundred twenty (120) college semester units or the California Advanced Peace Officers Standards and Training Certificate shall receive five percent (5.0%) of their base salary in addition to all other compensation.

8.3 Tuition Reimbursement Plan

Employees shall be covered by the City of San Carlos Tuition Reimbursement Plan. The maximum annual reimbursement shall be One Thousand Two Hundred Dollars (\$1200.00).

8.4 Detective Differential

Police Officers and Sergeants shall be assigned to perform investigative work as detectives at the sole discretion of the Chief of Police, and if assigned for more than ten (10) days shall receive five percent (5.0%) of their base salary in addition to all other compensation when so assigned.

8.5 Special Assignment Pay

A Police Officer assigned to and performing the duties of Traffic Officer, DARE Officer, School Resource Officer, or Field Training Officer (FTO) shall be paid One Hundred Eighty (\$180.00) dollars per month in addition to their regular pay. No officer shall receive payment for more than one specific assignment duty at a time.

A Police Officer assigned to and performing the duties of Range Master, Assistant Range Master, Explorer Advisor, or Reserve Advisor shall be compensated as follows:

Range Master	Overtime for time spent not on duty.
Assistant Range Master	Overtime for time spent not on duty.
Explorer Advisor	Two (2) hours Comp Time per month.
Reserve Advisor	Two (2) hours Comp Time per month.

8.6 Officer-In Charge Pay

A Police Officer, when assigned by the Police Chief or his/her designated representative as an Officer-In-Charge shall receive acting pay which shall be five percent (5%) more than such Police Officer's salary when a minimum of four (4) hours is worked in such higher classification.

8.7 Canine Handler

A Police Officer, when assigned by the Police Chief as a canine handler, shall receive, in addition to, but separate from, all other compensation, two hundred dollars(\$200.00) per month. Said amount is the total compensation for the time the Police Officer spends in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of the canine. The City may at any time increase the amount paid to a canine handler to the extent it deems it necessary to continue to conform with applicable state or federal law.

In addition, the City shall reimburse for expenses related to the care, shelter, and feeding of the canine including the following: medical costs, veterinarian costs, food, grooming supplies, construction and maintenance of a shelter, and kennel costs during the handler's vacation provided that all such expenses are pre-approved by the Police Chief before such reimbursement will be issued. The handler shall furnish proof of said expenses to the satisfaction of the City for such expenditure.

8.8 Hire Date on Promotion

When an employee is promoted, the date of the promotion becomes the new hire date for that employee.

8.9 Outside Work Assignments

Employees may be given work assignments outside of their regularly scheduled hours and outside of the Police Department to support special events. All such assignments outside the Police Department shall be made by the Chief of Police, and compensation therefore will be at the employee's overtime rate for the employee's salary step and classification. Employees receiving educational incentive allowance and/or the detective differential shall receive such payments during outside work assignments. There shall be no additional compensation beyond the foregoing in the event an outside work assignment falls on a holiday. Payment for such outside work assignments shall be through the City payroll process, and employees will not be permitted to accrue compensatory time off in lieu of payment. Employees performing outside work assignments shall be responsible for preparing and submitting a time sheet detailing time worked.

8.10 Administrative Sergeant Clothing Allowance. Effective beginning the first full pay period after the ratification of this agreement by both parties, the City shall pay \$50 per month to the employee regularly assigned by the Chief to serve as the Police Administrative Sergeant. Such payments shall continue for the duration of that assignment.

8.11 Bilingual Premium. The Chief may designate up to two (2) employees at one time to receive a one hundred twenty-five dollar (\$125) per month bi-lingual pay premium for oral and written fluency in a language other than English. Such employees will be expected to provide support in use of the language for which the premium is granted to other officers and the Department or in court when assigned. The City may require an employee to pass a test to demonstrate oral and written fluency prior to initial qualification for the premium. The premium will be paid for the duration of such assignment.

9.0 Pay for Temporary Appointment to a Higher Classification

When an employee has been appointed temporarily to perform the work of a position having a higher classification within the Bargaining Unit, and if he/she has worked in such classification for more than five (5) consecutive workdays, he/she shall be

entitled to payment at the first step of the higher classification, or five percent (5%) above his/her regular pay, whichever is greater. Payment shall commence with the first (1st) workday of the temporary assignment and continue during the period of temporary assignment.

When the temporary assignment is to a classification outside the Bargaining Unit, payment for such assignment shall be five percent (5.0%) above the employee's regular rate of pay and if he/she has worked in such classification for more than five (5) consecutive workdays, he/she shall be entitled to such payment, commencing with on the first (1st) workday and continuing during the period of temporary assignment.

Such appointment shall be in writing by the Chief of Police and approved by the City Manager or his/her designated representative.

10.0 Holidays And Float Time

10.1 Holidays.

Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, provided they are not scheduled to work on that day, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday

(1)	January 1	(New Year's Day)
(2)	Third Monday in January	(Martin Luther King, Jr. Birthday)
(3)	Third Monday in February	(Washington's Birthday)
(4)	Last Monday in May	(Memorial Day)
(5)	July 4	(Independence Day)
(6)	First Monday in September	(Labor Day)
(7)	November 11	(Veterans Day)
(8)	Fourth Thursday in November	(Thanksgiving Day)
(9)	Fourth Friday in November	(Day after Thanksgiving)
(10)	December 25	(Christmas Day)

An employee working on one of the above listed holidays will be compensated at time and one-half for actual hours worked on the holiday, in addition to the eight hours of holiday pay. In order to be eligible for this holiday pay, the employee's scheduled start time must be within 12 midnight and 11:59 P.M. on the listed holiday.

10.2 Float Time.

In addition to the above, Police Officers' Association employees shall be granted forty (40) hours of float time each January 1. The time at which employees may use float time shall be at the discretion of the Chief of Police. Employees must use float time before using any other accrued time. Float time not used by the end of the calendar year in which it was credited shall be null and void.

Float time shall be prorated for new hires based on the date of hire during a calendar year, up to a maximum of forty (40) hours per calendar year.

11.0 Vacations

11.1 Entitlement

All employees who hold full-time regular positions are entitled to twelve (12) working days vacation pay upon successful completion of their first year of continuous service. Employees may take accrued vacation after the completion of six (6) months service. Vacation accrual is based on the employee's initial full-time hire date (anniversary). Accrual rates change on anniversary dates as follow:

Length of Service	Vacation Accrual Rate	
First year to 4 years	12 days	96 hours / 3.694 bi-weekly
* After 4 years to 11 years	16 days	128 hours / 4.924 bi-weekly
After 11 years	17 days	136 hours / 5.231 bi-weekly
After 12 years	18 days	144 hours / 5.540 bi-weekly
After 13 years	19 days	152 hours / 5.847 bi-weekly
After 14 years	21 days	168 hours / 6.462 bi-weekly
After 15 years	21 days	168 hours / 6.462 bi-weekly
After 16 years	22 days	176 hours / 6.770 bi-weekly
After 17 years	23 days	184 hours / 7.077 bi-weekly
After 18 years	24 days	192 hours / 7.385 bi-weekly
After 19 years	25 days	200 hours / 7.700 bi-weekly

*After first day of 5th anniversary date. For example, an employee who completes 12 years of full-time service accrues 5.54 hours bi-weekly.

11.2 Vacation Accrual

No employee shall be allowed to have an accumulation of more than two (2) year's vacation accrual to his/her credit at any one time unless the City Manager or his/her designee authorizes in writing an employee to accrue more than two (2) years' vacation accrual. Vacation accrued in excess of the maximum allowed will be liquidated by monetary payment during the month of December.

11.3 Vacation Accrual for Lateral Employees

Laterally hired employees may, at the discretion of the Police Chief, accrue vacation equal to the number of years the employee had continuously worked as a Police Officer for another agency. The maximum accrual, upon hire, may not exceed the 10 year San Carlos accrual rate.

11.4 Vacation Scheduling

The time at which employees shall be granted vacations shall be at the discretion of the Chief of Police. Length of service shall be given consideration when giving preference as to vacation time.

12.0 Sick Leave

12.1 Accrual

Employees shall accrue sick leave credit at the rate of eight (8) hours per month. Unused sick leave may be accrued without limit.

12.2 General

Employees shall not be entitled to sick leave as a matter of right, but only in accordance with the provisions of laws and this Memorandum of Understanding.

12.3 Usage

Employees are entitled to be paid for sick leave used, to a maximum of time accrued, under the following conditions:

- (1) The employee's illness, injury, pregnancy, childbirth, exposure to contagious disease or related medical conditions which incapacitates the employee from performance of duties.
- (2) The employee's receipt of required medical or dental care or consultation.
- (3) The care of the employee's ill or injured immediate family member (as defined in Section 13) to a maximum of seven (7) days per calendar year.

12.4 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the employee shall, except in extenuating circumstances, notify the on-duty supervisor one (1) hour prior to the beginning of the scheduled assignment if he/she will be unable to work on assigned shift, in accordance with General Order 1-06.

Before an employee may be paid for the use of accrued sick leave he/she shall complete and submit to the Chief of Police a signed statement on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Director of Finance.

The Chief of Police may require a physician's statement from an employee who applies for sick leave, or make whatever investigation into the circumstances that appear warranted before taking action on the request.

12.5 Use of Sick Leave During Vacation

If during his/her vacation an employee has a serious illness or injury, which requires medical treatment, he/she may request to convert vacation leave to sick leave time in accordance with this Section. An employee making such request may be required to provide medical verification as specified in Section 12.4 above.

13.0 Bereavement Leave

In case of death within the employee's immediate family, such employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service for a maximum of three (3) consecutive workdays.

For the purpose of this Section, immediate family is defined as husband, wife, father, mother, sister, brother, son, daughter and such other persons whose relationship to the employee is essentially similar to the aforesaid relationship.

Such leave shall not be charged against the employee's sick leave accrual.

14.0 Leaves of Absence

14.1 Labor Code Section 4850 Leave

Eligible employees shall be entitled to disability leave with pay as determined under Labor Code Section 4850.

14.2 Pregnancy Disability Leave

An employee who becomes pregnant shall be entitled to a leave of absence to the extent and in the manner consistent with the City's general Personnel Policies and Procedures.

14.3 Family Care Leave

Family Care Leave is granted to an employee in accordance with the City's Family Care Leave Policy.

14.4 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees.

14.5 Leave of Absence Without Pay

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this Memorandum of Understanding.

Absence from duty without pay for a period not exceeding fifteen (15) days for reasons satisfactory to the Chief of Police may be granted by him/her. A leave of absence without pay not to exceed six (6) months may be granted to a permanent employee within the classified service upon the written request of the employee, the recommendation of the Chief of Police and with the approval of the City Manager. Such leave of absence without pay may be extended upon the recommendation of the Chief of Police and with the approval of the City Manager for an additional six (6) months, the total leave not to exceed one (1) year.

15.0 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay; provided, however, the employee must remit to the City, through the Chief of Police within fifteen (15) calendar days after receipt, all fees received except those specifically allowed for mileage and expenses.

16.0 Hospitalization and Medical Care

16.1 Health Plan

The City shall contribute sixty-four dollars sixty cents (\$64.60) per month on behalf of each represented employee to provide hospital and medical care benefits under the CalPERS Health Plan.

The City will also contribute an amount equal to the employee only PERS Care rate for employees minus sixty-four dollars sixty cents (\$64.60) or an amount equal to the

PERS Choice rate minus sixty-four dollars sixty cents (\$64.60) for those employees with one or more dependents. Effective January 1, 2007 and each January 1 thereafter, the City's maximum contribution will be increased annually by premium increase of up to ten percent (10%) for PERS Care Single rate or PERS Choice family rate.

In no event shall the City's maximum contribution exceed the actual PERS Care single rate or the PERS Choice family rate as applicable. Employees will pay any difference between the applicable health insurance premium and the City's maximum contribution.

The City also shall contribute sixty-four dollars and sixty cents (\$64.60) per month on behalf of each retiree to provide hospital and medical care benefits, for an employee only, who retires from the City of San Carlos with a PERS retirement benefit. In addition, for those employees who retire with a PERS retirement with at least fifteen (15) years of City service, the City shall pay for the retiree only, an amount not to exceed the rate the City is paying for active single employees. The amount between the \$64.60 medical contribution and the rate the City is paying for active single employees will be reimbursed by the City to the retiree on a quarterly basis. Effective January 1, 2007 and each January 1 thereafter, the City's maximum contribution will be increased annually by premium increase of up to ten percent (10%) for PERS Care single rate in the same manner as described above for active employees. Any increase over a ten eight percent (10%) will be deducted from the retirees' quarterly reimbursement.

16.2 Flexible Benefit Plan

The City shall continue to provide an Internal Revenue Code Section 125 Plan to all represented employees.

Each month, for employees electing employee only coverage, the City shall contribute an amount equal to the rate the City is paying for single employees, minus sixty-four dollars sixty cents (\$64.60). Each month, for employees with one or more dependents, the City shall contribute an amount equal to the family rate the City is paying, minus sixty-four dollars sixty cents (\$64.60). Except as otherwise provided herein, employees must purchase health insurance with this money. Effective January 1, 2007 and each January 1 thereafter, the City's maximum contribution will not exceed an annual PERS Care single rate or PERS Choice family rate increase of ten percent (10%) in the same manner as described in 16.1 above. Employees will pay any difference over an ten percent (10%) rate increase through a payroll deduction.

Employees who purchase health insurance that has a lower monthly premium rate than provided above may apply the excess premium contributions to other flexible spending account programs or may take the excess in cash, which is taxable.

16.3 Alternate Medical Benefit Program

Eligible employees who are able to secure health insurance coverage through their spouse or other source with benefits comparable to those provided through City sponsored plans may waive coverage under the City sponsored plans. The employee shall sign a waiver form provided by the Human Resources Department. The City will pay such employee(s) the active single employee rate for each month thereafter the employee continues to receive health insurance through their spouse or

other source. The City's maximum contribution will be equal to that of the active single employee rate.

Re-enrollment in the City sponsored CalPERS Plan is subject to the limitations/exclusions/time periods instituted by CalPERS. Employees are eligible to re-enroll during the CalPERS open enrollment period.

16.4 Dental Plan

The City shall contribute Sixty Dollars (\$60.00) per eligible employee per month to the San Carlos Police Dental Reimbursement Plan to provide for dental care for eligible employees and their eligible dependents with a Two Thousand Dollar (\$2,000.00) life-time maximum per participant for orthodontia and a Two Thousand Two Hundred and Fifty Dollar (\$2250.00) maximum annual benefit per family, separate from orthodontics. Benefit payments will be made to employees monthly on a calendar year basis. Effective January 1, 2007 employees and their dependents shall be moved to the City's dental plan and shall be subject to the terms and conditions of that plan. The City shall contribute up to eighty-eight dollars (\$88) per month toward the premium for coverage of the employee and his or her dependents.

A trainee will be covered through the applicable dental Plan as provided above beginning on the first of the month following the passage of at least thirty (30) days after the Trainee begins work as a City employee.

16.5 Vision Plan

The City shall contribute Ten Dollars (\$10.00) per eligible employee per month to the San Carlos Police Vision Reimbursement Plan. The maximum annual benefit is Seven Hundred Fifty Dollars (\$750.00) per family. Benefit payments will be made to employee's monthly on a calendar year basis. Effective January 1, 2007 employees shall be moved to the City's vision plan. The City shall contribute up to \$ 11.65 per month toward the premium for coverage of the eligible employee. Coverage commences on the first of the month following the passage of at least thirty (30) days after the employee begins work as a City employee.

16.6 Retiree Participation in City Dental and Vision Plans

If an employee has worked for the City of San Carlos a minimum of fifteen (15) years and retires with a PERS retirement, the City will allow the retiree only to stay on the city's dental and vision insurance plans provided the employee pays the full premium(s) plus a two percent (2%) administration fee. This option must be exercised at the time of retirement.

16.7 Long Term Disability

The City shall continue to provide its present long-term disability insurance plan for permanent employees at no cost to said employees.

16.8 Life Insurance

The City shall provide life insurance in the amount of Forty Thousand Dollars (\$40,000) for Police Officers, and Fifty Thousand Dollars (\$50,000) for Police Sergeants at no cost to said employees.

17.0 Probationary Period: Nature, Purpose and Duration

The probationary period shall be an essential part of the examination process, and shall be utilized for the most effective adjustment of a new employee and for the elimination of any probationary employee whose performance is not satisfactory.

The appointing authority may terminate a probationary employee at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 21 (Grievances) hereof, except when the employee alleges, and substantiates in writing that the termination was due to discrimination prohibited by city, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgement for that of the appointing authority. In the case of rejections during probationary periods, employees shall be given written notice[at the time of termination.

The probationary period for a Police Officer filling a regular position shall be eighteen (18) months, beginning with the date they are sworn in as a Police Officer with the City of San Carlos. The probationary period for a Sergeant filling a permanent position shall be twelve (12) months.

The probationary period shall include time served in a temporary appointment if the temporary employee qualified as an eligible employee and is appointed while in the temporary position.

A probationer who is laid off during the probationary period shall, in the event of reemployment, be required to complete the balance of the probationary period.

Permanent appointment of a probationary employee shall begin on the day the probationary period ends and his/her length of service shall include the probationary period.

18.0 Promotions

18.1.0 Requirements for Police Sergeant

18.1.1 All promotions shall be made by competitive examination.

18.1.2 For a Police Officer to be eligible to compete for promotion to Sergeant, he/she must have been a regular full-time Police Officer for at least three (3) years, have successfully completed probation with the San Carlos Police Department as a full time Police Officer, have served a minimum of eighteen (18) months as a full time Police Officer with the City of San Carlos, and possess an Intermediate P.O.S.T. Certificate.

18.1.3 A promotional competitive examination shall consist of any combination of the following: Written tests, oral tests, ratings on training or experience, performance tests, and shall fulfill the qualifications as set forth in the job classification.

18.1.4 All employees who qualify in the promotional examination shall be placed on a promotional eligibility list in the order of their examination ratings. Candidates shall have one (1) point for each year of regular full-time service for the City of San Carlos, to a maximum of five (5) points added to their test score. The Police Chief may appoint any candidate on the eligibility list (rule of the list).

18.1.5 A Sergeant who fails his/her probationary period shall have the right to return to a vacant and available position in the Police Officer classification or, if none, then bump a less senior Officer who is the least senior Officer in the classification. The less senior Officer will then be subject to layoff from City employment.

18.2.0 Requirements for Police Commander Recruitment Test

18.2.1 Police Commander recruitments may be open or promotional.

18.2.2 Internal Candidates

For a San Carlos Police Sergeant to be eligible to compete for promotion to Commander, he/she must have been a regular full-time Sergeant with the City of San Carlos for at least two (2) years and possess an Advanced P.O.S.T. Certificate and a bachelor's degree. In addition, he/she must have received no disciplinary action (as defined in Section 20. Disciplinary Actions, herein) within two (2) years of the recruitment period for Police Commander position.

18.2.3 External Candidates

For open exams, outside candidates must have a minimum of three (3) years of experience at the rank of Sergeant or above and possess an Advanced P.O.S.T. Certificate and a bachelor's degree. In addition, he/she must have received no disciplinary action (as defined in Section 20. Disciplinary Actions, herein) within two (2) years of the recruitment period for Police Commander position.

18.2.4 A promotional competitive examination shall consist of any combination of the following: Written tests, oral tests, ratings on training or experience, performance tests, and shall fulfill the qualifications as set forth in the job classification.

18.2.5 A minimum of three (3) eligible candidates as determined by the Chief of Police based upon the above criteria, must be available and actually participate in the promotional examination process in order to keep the testing "in-house". In the event there are less than three eligible employees taking the exam, the City may, at its discretion, open the exam to outside-qualified candidates who meet the eligibility criteria above.

18.2.6 All employees who qualify in the promotional examination shall be placed on a promotional eligibility list in the order of their examination ratings. Candidates shall have one (1) point for each year of regular full-time service for the City of San Carlos, to a maximum of five (5) points added to their test score. The Police Chief may appoint any candidate on the eligibility list (rule of the list).

18.2.7 The eligibility list ends after each appointment to the position of Police Commander, unless the Police Chief chooses to extend the list for a period of up to one (1) year.

18.2.8 An internal candidate promoted to Commander and who fails his/her probationary period shall have the right to return to the Sergeant classification.

19.0 Layoff and Reemployment

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same class or position in the City service, unless that employee has been offered the temporary work.

When the Chief of Police is instructed by the City Manager or the City Council to reduce the number of employees, layoff shall be made in accordance with the following rules:

Layoffs shall be by job classification according to reverse order of seniority as defined by total continuous City service.

The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he or she previously held permanent status provided the displaced employee has less total continuous City service.

An employee may, with the approval of the City Manager, demote or transfer to a vacant position for which he/she possesses the necessary skills.

The name of each employee laid off shall be entered on a Reemployment List in order of seniority for one (1) year.

Former employees appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

20.0 Disciplinary Actions

Employees may be suspended, discharged or demoted only for cause. Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have an official representative of the association present if he/she so requests. It is not the intention of this provision to allow the presence of an official representative during the initial discussion of an employee's performance evaluation. The City shall comply with the Peace Officer's Bill of Rights (Government Code 3300).

21.0 Grievances

21.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Disciplinary grievances involving suspensions of forty (40) hours or less may not be processed beyond Step 4 of this procedure.

Disciplinary grievances involving suspensions of twenty-four (24) hours or less may not proceed beyond Step 3 of this procedure.

Grievances involving written reprimands may not be processed beyond Step 2 of this procedure.

21.2 Procedure

Grievances shall be processed in the following manner.

STEP 1. Immediate Supervisor. A grievance may be filed by an employee in his/her own behalf, or jointly by a group of employees or by the Union.

Within ten (10) calendar days of the event giving rise to a grievance, the employee who believes he/she has a grievance may discuss his/her complaint with the immediate supervisor in the presence of an Union representative if the employee so requests. Grievances not presented within the time period shall be considered resolved. No grievance involving suspension, dismissal or demotion of an employee will be entertained unless it is filed in writing with the immediate supervisor within five (5) calendar days of the time at which the affected employee was notified of such action.

The immediate supervisor will meet with the employee to discuss the grievance and attempt to resolve the matter. If the issue is not resolved at this level, or if the employee elects to submit the grievance directly to the Association, the matter will be taken up in the following manner.

STEP 2. Police Chief. If the grievance is not resolved in Step 1, within ten (10) calendar days of the event-giving rise to a grievance, the employee or official of the Association may present the grievance in writing to the Chief of Police. The written grievance shall state the particulars of the grievance and, if possible, the nature of the determination desired. The Chief of Police shall investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. The Chief of Police shall respond to the grievance in writing within ten (10) calendar days from receipt of the written grievance.

STEP 3. City Manager. If the grievance is not resolved in Step 2, the employee or official of the Association may, within five (5) calendar days from receipt of the response from the Chief of Police, present the grievance in writing to the City Manager. The City Manager, or a representative designated by the City Manager who shall not be the Chief of Police, shall investigate the merits of the complaint, meet with the complainant and, if the complainant is not the Association, meet with the officials of the Association and attempt to resolve the grievance. The City Manager shall respond to the grievance in writing within ten (10) calendar days from his/her receipt of the written grievance.

STEP 4. Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance may be submitted to an Adjustment Board with written notice to the other party within ten (10) calendar days of the response from the City Manager, in STEP 3 above.

In any grievance concerning suspension of forty (40) hours or less, the Adjustment Board shall be comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected official of the Association and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process, and a neutral third party selected by the parties. If the parties are unable to select a neutral third

party to sit on the panel, the City Manager will, at his/her discretion, request the assignment of one from either the Peninsula Conflict Resolution Center, JAMS-Endispute, or Judges and Attorneys Resolution Service (JARS).

In any type of grievance other than those specifically addressed above, the adjustment board shall be comprised of two (2) Association representatives; no more than one (1) of whom shall be either an employee of the City or an elected official of the Association; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.

STEP 5. Arbitration. In the event an Adjustment Board is unable to arrive at a majority decision, either the Association or the City may require that the grievance, except those specifically outlined above as not proceeding beyond Step 4, be referred to an impartial arbitrator. The Arbitrator shall be selected by the parties by alternately striking names from the predetermined panel of five (5) local arbitrators. Prior to selecting an arbitrator, the parties will determine by mutual agreement whether or not to submit the grievance to an expedited process; which will provide for a bench decision and no post-hearing briefs. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by this Association and unless such dispute falls within the definition of a grievance as set forth in Section 21.1.

Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto.

21.3 Extension of Time Limits

The above-specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Association to act within the specified time limits, unless extended, shall dismiss and nullify the grievance. Failure by the City to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

21.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. In such cases no adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such

discussions. These time limit provisions do not affect the City's responsibility regarding the Fair Labor Standards Act.

21.5 Suspension and Discharge Grievances

If the parties, pursuant to the procedures outlined in Section 21.2 above stipulate to a resolution of the grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. If the parties cannot agree to a resolution, the matter will be referred to arbitration in front of a neutral arbitrator selected from a list of seven (7) arbitrators knowledgeable in public sector matters from a list agreed upon by both parties. If the parties cannot agree on an arbitrator from that list, they shall strike alternatively from the list, with the first strike to be determined by lot and the last remaining name shall be the arbitrator. The decision of the arbitrator on matters properly before him/her shall be final and binding on the parties to the extent permitted by law. In the event the dispute is referred to arbitration and the arbitrator finds that the City had just cause for the discipline imposed, the arbitrator may not substitute his/her judgment. However, if the Arbitrator finds there was not just cause for the discipline imposed, he/she shall be required to determine an appropriate remedy.

21.6 Binding Memorandum of Understanding

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

21.7 No Changes in Memorandum

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to the Grievance Procedure.

21.8 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, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum.

22.0 Personnel Files

Each employee, or upon written authorization from the employee, the employee's designated representative shall have the right to inspect and review any official record relating to his/her performance as an employee or to a grievance concerning the employee which is kept or maintained by the City. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the City.

An employee shall receive a copy of any written reprimand or warning prior to its being placed in the employee's personnel file.

The City shall provide an opportunity for the employee to respond in writing, or personal interview, to any information about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent personnel record.

23.0 Uniforms

The City shall provide uniforms for all employees required to wear uniforms. The City will pay the cost of wool uniforms. The City will pay the cost of cleaning for all uniforms. The City will pay for standard alterations to the uniforms, including the addition of zippers to all uniform shirts. "Standard" is defined as tailoring the uniform for proper fit.

24.0 Retirement

An Employee hired by the City, as Police Officer Trainees will be classified as a "Miscellaneous Member" of the California Public Employee Retirement System (PERS) which provides for a two and seven tenths percent (2.7%) at 55 retirement formula. Once a trainee has successfully completed a certified police academy and is sworn in as a Police Officer with the San Carlos Police Department, he/she will be entered as a "Safety Retirement Member" as provided below.

The City shall continue to contract with PERS to provide Safety Retirement Members with the full three percent (3%) at fifty (50) retirement formula including the option allowing employees service credit for accrued sick leave upon retirement. On January 1, 1990 the City implemented the voluntary salary reduction option offered by Section 414(H)2 of the Internal Revenue Service Code and the Public Employees Retirement System which provides for the employees PERS contribution to be made on a pre-tax basis.

The City's contract with PERS provides one-year final compensation pursuant to Section 20024.2 for local safety members.

Effective January 1, 2000 the City amended its it's the City's contract with PERS provides the Level III Survivor Benefit.

The City contract with PERS provides the three percent (3%) at fifty (50) retirement formula for safety members .

In the event that the City's PERS contribution rate exceeds twenty percent (20%) in any year during the term of this Memorandum of Understanding, the City reserves the right to elect to amend the City's PERS contract to provide the three percent (3%) at fifty-five (55) retirement formula for all employees hired on or after [] the date that the necessary PERS contract amendment modifying the formula change takes effect.

25.0 Separability of Provisions

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

26.0 Past Practices and Existing Memoranda of Understanding

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.

27.0 Duration of MOU

This MOU shall take effect immediately after the Union membership and City Council of the City of San Carlos have ratified this MOU and shall remain in effect through July 31, 2008.

Made and entered into this _____ day of _____, 2006.

SAN CARLOS POLICE OFFICERS'
ASSOCIATION

CITY OF SAN CARLOS

By _____

By _____

DATE: _____

DATE: _____

By _____

By _____

DATE: _____

DATE: _____

By _____

By _____

DATE: _____

DATE: _____

ADDENDUM A

CITY OF SAN CARLOS – SAN CARLOS POLICE OFFICER’S ASSOCIATION
LETTER OF AGREEMENT

The City of San Carlos and the San Carlos Police Officer’s Association have entered into a Memorandum of Understanding (MOU) that is scheduled to expire on July 31, 2008.

Section 11.3 of the MOU states that a laterally hired employee may, at the discretion of the Police Chief, accrue vacation equal to the number of years the employee had continuously worked as a Police Officer for another agency. The maximum accrual, upon hire, may not exceed the 10-year San Carlos accrual rate.

Section 17.0 of the MOU states that the probationary period for a Police Officer filling a regular position shall be eighteen (18) months, beginning with the date they are sworn in as a Police Officer with the City of San Carlos.

The parties have agreed to the following:

- Effective April 1, 2007, Section 11.3 of the MOU will be amended as follows: Laterally hired employees may, at the discretion of the Police Chief, accrue vacation equal to the number of years the employee had continuously worked as a Police Officer in California. The maximum accrual, upon hire, may not exceed the 15-year San Carlos accrual rate.

- Effective April, 1, 2007, Section 17.0 of the MOU will be amended as follows: The probationary period for a Police Officer filling a regular position shall be eighteen (18) months, beginning with the date they are sworn in as a Police Officer with the City of San Carlos. The probationary period for laterally hired employees who have attained the POST Basic Certificate shall be twelve (12) months, beginning with the date they are sworn in as a Police Officer with the City of San Carlos.

APPROVED AND ACCEPTED:

POLICE OFFICER’S ASSOCIATION

CITY OF SAN CARLOS

By 

By 

Dated 4/3/07

Dated 4-10-07

CITY OF SAN CARLOS – SAN CARLOS POLICE OFFICER’S ASSOCIATION

LETTER OF AGREEMENT

The City of San Carlos and the San Carlos Police Officer’s Association have entered into a Memorandum of Understanding (MOU) that is scheduled to expire on July 31, 2008.

Section 18.1.2 of the MOU states: For a Police Officer to be eligible to compete for promotion to Sergeant, he/she must have been a regular full-time Police Officer for at least three (3) years, have successfully completed probation with the San Carlos Police Department as a full time Police Officer, have served a minimum of eighteen (18) months as a full time Police Officer with the City of San Carlos, and possess an Intermediate P.O.S.T. Certificate.

The parties have agreed to the following amendments to that section:

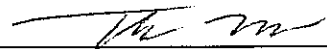
- For a Police Officer to be eligible for promotion to Sergeant, he/she must have been a regular full-time Police Officer for at least three (3) years, have successfully completed probation with the San Carlos Police Department as a full time Police Officer, have served a minimum of twelve (12) months as a full time Police Officer with the City of San Carlos, and possess an Intermediate P.O.S.T. Certificate.

No other provisions of the MOU are to be effected by this Letter of Agreement nor shall this letter constitute an agreement on the part of either of the parties to re-open negotiations as to any other provisions of the MOU before the expiration date.

APPROVED AND ACCEPTED:

POLICE OFFICER’S ASSOCIATION

CITY OF SAN CARLOS

By 

By 

Dated 10/23/07

Dated 11-14-07

CITY OF SAN CARLOS
POLICE OFFICERS' ASSOCIATION

Salaries as of July 1, 2007

<u>Title</u>	<u>Salary Per Month</u>	<u>Salary Bi-weekly</u>
Police Officer Trainee (Step 1)	\$4699.27	\$2168.89
Police Officer		
Step 1	\$5909.33	\$2727.39
Step 2	\$6204.79	\$2863.75
Step 3	\$6515.08	\$3006.96
Step 4	\$6841.83	\$3157.77
Step 5	\$7182.85	\$3314.64
Police Sergeant		
Step 1	\$7375.25	\$3403.96
Step 2	\$7743.97	\$3574.14
Step 3	\$8131.15	\$3752.83
Step 4	\$8537.73	\$3940.49
Step 5	\$8964.42	\$4137.52