



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SAN PABLO
AND
THE SAN PABLO POLICE EMPLOYEES' ASSOCIATION
JULY 1, 2017 THROUGH JUNE 30, 2021

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This Memorandum is entered into pursuant to the provisions of Section 3500, et seq., of the Government Code of the State of California.

The City of San Pablo (hereinafter referred to as “City”) and the San Pablo Police Employees’ Association (hereinafter referred to as “Association”), (collectively referred to as 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; have freely exchanged information, opinions and proposals; and have reached agreement on all matters relating the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the San Pablo City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2017 and ending June 30, 2021.

SECTION 1. RECOGNITION

The Association is the recognized employee association representing regular, full-time employees in the following classifications:

Sworn

Police Sergeant
Police Officer

Non-Sworn

Jailer
Police Officer Trainee
Police Services Assistant
Police Services Technician
Police Executive Assistant
Police Administrative Clerk

SECTION 2. ASSOCIATION AND EMPLOYEE RIGHTS

2.1 No Discrimination

Employees represented by the Association shall be free to participate or not to participate in Association activities without interference, intimidation or discrimination, in accordance with State Law and City Policies, Rules and Regulations.

There shall be no discrimination by the City or Association because of race, creed, color, national origin, sex, or Association activities, against any employee or applicant for employment and, to the extent prohibited by applicable State and

Federal Law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability.

Complaints based on this Section 2.1 (No Discrimination) with the exception of discrimination based on Association activities shall be handled through the City's harassment/discrimination/retaliation complaint procedure and shall not be subject to the City's grievance procedure.

2.2 The Association and Employee Rights Include:

- A. The right to represent its members before the City Council or Advisory Boards or Commissions, with regard to wages, hours and working conditions or other matters within the scope of representation.
- B. The right to be given reasonable written notice of any creation of, or change to, an Ordinance, Rule, Resolution or Regulation within the scope of representation.
- C. The City shall provide annually each July 1st through the term of this agreement a bank of two hundred (200) paid leave hours to be used by designated representatives of the Association when engaged in activities the parties mutually agree are in the shared interest of more harmonious labor relations. The above is exclusive of paid release time required under the Meyers Milias Brown Act.
- D. The right to have payroll deductions made for payment of organization dues and for approved programs.
- E. The right to the use of designated space on bulletin boards by the Association in each building or facility where employees represented by the Association are assigned.
- F. The use of City facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- G. Reasonable access to employee work locations for officers of the Association and the officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- H. Unless expressly labeled as such, nothing contained in this Agreement is a Waiver by the Association of its right to meet and confer on any proposed changes by the City of any matter(s) relating to employee conditions and

employer-employee relations not included in this Agreement, including but not limited to: wages, hours and other terms and conditions of employment, during the term of this Agreement.

SECTION 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 Except as otherwise specifically provided in this Agreement, or amendments or revisions thereto, and subject to the right of an affected employee, personally or through his/her authorized representative, to dispute the actual application and impact of the City's actions, and of a recognized employee organization to claim that the exercise thereof violates the express provisions of an existing Memorandum of Understanding between the City and said organization, the City has and retains the rights and functions of management, including but not limited to: the right to determine the methods, means and personnel by which its operations are to be conducted; to determine the mission of each of its constituent departments, boards and commissions; to set standards of service to be offered to the public considering employee safety and workload; to classify positions; to add or delete positions or classes; to establish standards for employment, promotion and transfer of employees; to establish and enforce dress and grooming standards; to direct its employees; to take disciplinary action for cause; to schedule employees; and to relieve its employees from duty because of lack of work or other legitimate reasons.

3.2 Americans with Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual and on a reasonable, case-by-case basis, the parties agree that the provisions of this Agreement 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 privileges of employment, and the Association expressly waives any right to meet and confer in such situations.

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

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

Prior to disregarding any provision of this Agreement 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 Agreement.

SECTION 4. SALARIES

4.1 Paydays

The City shall pay all employees on the fifth (5th) and twentieth (20th) of each month. Should the regular payday occur on a Saturday or Sunday, payment shall be made on the preceding Friday. Should a holiday occur on the regularly scheduled payday, checks shall be issued on the day preceding the holiday.

4.2 Salaries

All classifications listed in Section 1, herein, shall receive salary increases as follows:

Contingent upon Association ratification and City Council approval of the Tentative Agreement for a successor MOU by July 3, 2017, effective July 1, 2017, there will be a three percent (3%) Cost of Living Adjustment for all classifications represented by the bargaining unit,

Effective July 1, 2018, there will be a three percent (3%) Cost of Living Adjustment for all classifications represented by the bargaining unit,

Effective July 1, 2019, there will be a three percent (3%) Cost of Living Adjustment for all classifications represented by the bargaining unit,

Effective July 1, 2020, there will be a three percent (3%) Cost of Living Adjustment for all classifications represented by the bargaining unit.

In recognition of recruitment and retention challenges faced by the City as evidenced by the current vacancy rate, Police Officers and Sergeants shall receive additional salary increases, as follows:

Contingent upon Association ratification and City Council approval of the Tentative Agreement for a successor MOU by July 3, 2017, effective July 1, 2017, there will be a one-half percent (0.5%) salary increase,

Effective July 1, 2018, there will be a one-half percent (0.5%) salary increase,

Effective July 1, 2019, there will be a one-half percent (0.5%) salary increase,

Effective July 1, 2020, there will be a one-half percent (0.5%) salary increase.

4.3 Special Assignment Pay

For Special Pays described in Sections 4.3 – 4.7, see chart in Exhibit B.

Any employee assigned by the Chief of Police to the below listed positions may be removed from such assignment and/or assigned to another assignment without the right of appeal - unless such assignment is for disciplinary reason or for unsatisfactory work performance.

No employee shall receive a cumulative total of any of the following special assignment and incentive pay exceeding twenty-five percent (25%) of salary:

DUI/Traffic Officer
Canine Officer/Sergeant
School Resource Officer/Sergeant
Training Manager/Sergeant
Gang Officer (P.O.P.)/ Sergeant
Police Liaison Officer/ Sergeant, training
Department Certified Training Staff
Shift Differential
Detective Pay
FTO Officer/Sergeant
Other Specialized Positions
Incentive Pay/Longevity (all 4 levels – 10, 15, 20 and 25 years)
Master Officer/Sergeant
Education Pay
Relief Pay
POST pay.

No individual Special Assignment Pay shall exceed five percent (5%), except for shift differential, detective pay, and training premium pay for Field Training Officer, Training Sergeant, and Department Certified Training Staff.

The following Special Assignment Pay designations must be approved by the City Manager. The City shall report the following Special Assignment Pay designations to CalPERS in accordance with California Public Employees' Retirement Law.

An employee receives a Special Assignment Pay as follows:

4.3.1 During the period of such assignment: (included in 5% cap per assignment and 25% overall cap)

- A. D.U.I./Traffic Officer/
- B. Canine Officer/Sergeant
- C. School Resource Officer/Sergeant
- D. Training Manager Premium/Sergeant
- E. Gang Detail Officer/Sergeant (P.O.P.)

- F. Special Entry Apprehension Team

4.3.2 Only when performing such assignment or while acting in that capacity: (included in 5% cap per assignment and 25% overall cap)

- A. Training premium pay for non-sworn employees who have participated in a formal, certified training program as approved by the Chief.

4.3.3 The following are excluded from the 5% cap and the 14% total cap established in Section 4.7; and included in 25% overall cap:

- A. Shift Differential: All full-time Police Department employees shall receive a differential of four percent (4%) of base salary while assigned to swing shift; a differential of six percent (6%) of base salary while assigned to Graveyard Shift; and a differential of five percent (5%) of base salary while assigned to Relief Shift. Relief shift shall be defined as the Saturday, Sunday, Monday, Tuesday day watch squad and vacation relief squad.
- B. Detective Section Premium: Officers and/or Sergeants assigned as Detectives shall receive an additional seven percent (7%) of salary, at the employee's basic hourly rate.
- C. Training premium pay for Field Training Officer, Sergeant, Department Certified Training Staff or any training when assigned to the Training Unit- five percent (5%)

4.4 Regular Assignment Pay for Other Specialized Positions (included in 5% cap per assignment and 25% overall cap)

Upon recommendation by the Chief of Police and with concurrence from the City Manager, employees receive five percent (5%) of their base pay during any other assignments requiring specialized training or expertise beyond that of regularly assigned duties (e.g., Hostage Negotiator, etc.). An employee will only receive the pay when performing said assignment. Pay received under this section is included in the five percent (5%) cap provided in Section 4.3.

The assignment pay under this Section does not meet the definition of special compensation under Section 571 (a) (4) of the California Public Employees' Retirement Law.

4.5 Canine Pay (included in 5% cap per assignment and 25% overall cap)

Employees covered herein who are assigned a Canine Officer detail are entitled to compensation for the off-duty hours spent caring, grooming, feeding and training their canine. To receive such compensation, officers assigned as Canine Officers

must have responsibility for caring, grooming, feeding and training of a canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off-duty canine duties (which shall be fifteen (15) hours per month as provided below). The hours derived at in this agreement were determined after an actual inquiry of the Canine Officers. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

Employees assigned as Canine Officers shall be paid five percent (5%) of salary as compensation for fifteen (15) hours per month for off-duty Canine Officer duties. This compensation compensates the Canine Officers for the reasonable number of hours per month which the canine officer spends feeding, grooming and caring for the dog which has been assigned to the officer as well as training the dog off duty. The parties agree that the foregoing compensation is intended to compensate the canine officer for off-duty canine activities on an overtime basis at one and one half times the officer's regular rate for canine duties. Regular rate for off-duty canine duties will be determined for each canine officer by dividing five percent 5% by fifteen (15) hours and then dividing that amount by one and one-half (1.5). It is the intent of the parties that the regular rate of pay for off-duty canine duties will exceed both the State and Federal minimum wage. It is expected that Canine Officers will not work more than fifteen (15) hours per month performing off-duty Canine duties as described herein.

Employees assigned as Canine Officers who must take their canine to the veterinarian in an emergency shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work. Emergencies such as emergency veterinarian visits do not require advance approval because such work time is beyond the officer's control. In addition, if a canine officer will be required to perform duties (in rare occurrences) which causes a substantial increase in the normal off-duty hours worked for that month, he/she may request, in advance of the work, that additional compensation be provided. Such additional compensation must be approved in advance before any such work is performed unless the additional work is an emergency beyond the officer's control. Any additional compensation shall be compensated at time and one half the canine regular rate, the calculation of which is described in the previous paragraph.

4.6 Additional Compensation Pay (included in 25% overall cap)

The following Additional Compensation Pays Education Pay described in Section 4.7.1.3; and Special Assignment Pay described in Section 4.7.2 must be confirmed by the Chief of Police, with final approval by the City Manager. The City shall report

the above listed pays to CalPERS in accordance with California Public Employees' Retirement Law.

Personnel qualifying for the additional compensation under this Section, shall be limited to fourteen percent (14%) total cap, except that longevity pay received by a sworn employee at the level of ten (10) and fifteen (15) years of service shall be excluded from the fourteen percent (14%) cap.

4.6.1 Incentive Pay

4.6.1.1 Longevity

- A. All full-time employees who attain ten (10) years of continuous service with the City of San Pablo Police Department shall receive an additional one percent (1%) of base salary, as a longevity incentive. (1% shall be excluded from 14% cap, and included in 25% overall cap)
- B. All full-time employees who attain fifteen (15) years of continuous service with the City of San Pablo Police Department shall receive an additional two percent (2%) of base salary, for a total of three percent (3%) of base salary, as a longevity incentive. (3% shall be excluded from 14% cap, and included in 25% overall cap)
- C. All full-time employees hired prior to January 1, 2005 and who attain combined twenty (20) years of continuous service with the City of San Pablo and prior public agency as a full time, sworn officer (of which 15 years must be with the City of San Pablo), shall receive an additional two percent (2%) of base salary, for a total of five percent (5%) of base salary, as a longevity incentive (2% shall be included in 14% cap and 5% shall be included in the 25% overall cap).
- D. All full-time employees hired prior to January 1, 2005 shall receive an additional two percent (2%) of base salary, for a total of seven percent (7%) as a longevity incentive once they attain combined twenty five (25) years of continuous service with the City and prior public agency as a full time, sworn officer (of which 15 years must be with the City of San Pablo) (4% shall be included in the 14% cap and 7% shall be included in the 25% overall cap).

The percentage increases shall not be cumulative; each is applied to base salary only.

For the purpose of calculating longevity pay eligibility, one “year of service” shall be defined as two thousand eighty (2080) hours of straight time hours worked, including use of paid time off.

“Continuous service with the City of San Pablo” for the purpose of longevity pay eligibility shall be defined as service not broken by a break in service of twelve (12) months or longer following separation.

4.6.1.2 Master Police Officer and Sergeant Program (included in 14% cap and 25% overall cap)

The Master Police Officer and Police Sergeant Program is designed to recognize career proficiency attained through established longevity and demonstrated qualifications. Those Officers and Sergeants who obtain this non-rank award are exemplary of departmental expectations of excellence and shall receive an off-schedule five percent (5%) salary adjustment at his/her basic hourly rate. At the end of two (2) years the award will be discontinued unless the Officer or Sergeant is re-certified.

- A. The following qualifications must be met:
 - (1) An Officer must possess an Advanced P.O.S.T. Certificate and three (3) years with the City of San Pablo.
 - (2) A Sergeant must possess an Advanced P.O.S.T. Certificate and a Supervisory Certificate.
- B. The Officer or Sergeant must not have any complaints sustained alleging substantiated excessive force, unnecessary force, racially abusive conduct, or conduct unbecoming in the past two (2) years. Further, no more than one (1) substantiated complaint of any other kind within the past two (2) years.
- C. The Officer or Sergeant must successfully participate in at least one (1) of the following assignments while holding his/her current rank and during a time period contemporaneous with the Master Officer or Sergeant application:
 - (1) Canine Handler
 - (2) Traffic Officer
 - (3) Detective (each different or separate section assignment will count as a separate specialty. The minimum time (one (1) year) shall refer to each separate assignment.
 - (4) Special Entry and Apprehension Team
 - (5) Field Response Team or Negotiator

- (6) Field Training Officer
- (7) Department Certified Training Staff
- (8) Bicycle Patrol
- (9) As a substitute for one of the above specialist assignments, the Officer or Sergeant must perform a minimum of fifty (50) hours of service time, with prior approval, towards such programs as:
 - a. Priority Oriented Policing (P.O.P)
 - b. School Resource Officer
 - c. Explorer P.O.S.T.
 - d. Cadet

- D. The Officer or Sergeant's most recent evaluation must clearly document a performance level of above standard or outstanding.
- E. The Officer or Sergeant must qualify at the most recent Department Firearms Qualification test.
- F. The Officer or Sergeant must meet the following requirements as determined by a Sergeant Proctor, or a Commander Proctor in the case of a Sergeant:

The Association and the City will review the basis for the following requirements during the term of the Agreement.

- (1) The Officer or Sergeant's weight must be proportioned per Department Manual.
- (2) One (1) mile must be run in less than ten (10) minutes.
- (3) Thirty (30) sit-ups must be performed in less than two (2) minutes.
- (4) Four (4) pull-ups must be performed without a rest.
- (5) Twenty (20) pushups must be performed without a rest.

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The Officer or Sergeant must pass a complete physical examination, including stress test.

- G. Application Process: Eligible Officers and/or Sergeants who are interested in being considered for the advanced positions of the Master Police Officer and Sergeant Program must submit a completed application to the Chief of Police.
- H. Master Police Officer and Sergeant Review Board
 - (1) Duties of the Review Board

- a. The Master Police Officer and Sergeant Review Board is responsible for assessing the applicant's suitability for the advanced positions of the Master Police Officer and Sergeant Program.
- b. The Master Police Officer Review Board is an advisory body in the Master Police Officer and Sergeant selection process. The Chief of Police will make the decision regarding advancement of applicants into the Master Police Officer and Sergeant Program.

(2) Composition of the Master Police Officer and Sergeant Review Board

- a. The Master Police Officer and Sergeant Review Board will consist of representatives of each rank in the Department (Police Officer, Sergeant, and Commander).
- b. The Chief of Police will appoint the members to the Master Police Officer and Sergeant Review Board.
 - i. The representatives appointed from the Police Officer rank will usually be among those Officers who have previously advanced to Master Police Officer positions.
 - ii. The Master Police Officer and Sergeant Review Board will be chaired by the Commander. Each member of the Master Police Officer and Sergeant Review Board will have voting privileges.
 - iii. **Decision of the Board** - The Board shall communicate its decision, in writing, to the applicant. Any applicant who is denied an award may request a meeting with the Chief or designee.

4.6.1.3 Education Pay (included in 14% cap and 25% overall cap)

Sworn employees holding Advanced Degrees shall receive the indicated Degree Incentive. Appropriateness of the Degree held will be determined by the City at the time of hire or award of Degree. Sworn employees who, as of June 30, 1989, qualify for Degree Pay or are currently receiving "equivalency" pay shall receive Degree Pay following approval of academic status. Sworn personnel hired after July 1, 1989 will not qualify for Education Pay via "equivalency" status.

For Sworn Officers (Sergeant, and Police Officers)

- A. For employees hired before July 1, 2017, Five percent (5%) of base salary – AA degree.
For employees hired on or after July 1, 2017, three and one half percent (3.5%) of base salary – AA degree
Seven percent (7%) of base salary – Bachelor’s degree
Nine percent (9%) of base salary – Master’s degree

The percentage increases shall not be cumulative; each is applied to base salary.

- B. POST Certificate Competency Pay

Upon signing of the contract, sworn employees who receive the appropriate POST certificate following completion of requirements, shall receive the applicable incentives at a percentage of the eligible employee’s base salary:

Intermediate	One percent (1%)
Advanced	Two percent (2%)
Supervisor	Three percent (3%)
Management	Four percent (4%)

4.6.2 Special Assignment Pay (not subject to any cap)

Multilingual Incentive

All full-time Police Department employees who are multilingual and who use their skills, and are recognized as such by their respective supervisors, shall receive additional pay upon application and approval of the Chief of Police as outlined below:

- A. Primary Level – To be eligible for the primary level of multilingual pay, a sworn employee must possess the ability to conduct a traffic or pedestrian stop and complete the contact appropriately with a secondary language required to serve the community. This would include the ability to complete a citation, Field Interview Card, summon medical aid, and/or to resolve minor calls for service. Non-sworn employees must be able to demonstrate equivalent skills applicable to the employee’s job duties to be eligible for primary level multi-lingual incentive. An employee certified as able to speak a secondary language at the primary level and required to use such skills in the course of his or her job shall be compensated in the amount of one hundred dollars (\$100.00) per month.

- B. Secondary Level – To be eligible for the secondary level of multi-lingual pay, a sworn employee must possess the ability to complete a Field Sobriety Test and a basic police investigation, and appropriately document the incident in a report, including obtaining a first person statement and/or booking arrestees in a secondary language. Non-sworn employees must be able to demonstrate equivalent skills applicable to the employee’s job duties to be eligible for secondary level multi-lingual incentive. An employee certified at the secondary level and required to use such skills in the course of his or her job shall be compensated in the amount of two hundred dollars (\$200.00) per month.
- C. Expert Level (Fluent) – To be eligible for the expert level of multi-lingual pay, a sworn employee must possess the ability to conduct any investigation, including homicides and sexual assault cases, interrogate a suspect, and/or testify in court in a language other than English. Non-sworn employees shall be able to speak, read, write, edit, proof read frequently, investigate and/or testify in court using a secondary language to be eligible for expert level multi-lingual incentive. An employee certified at the expert level and required to use such skills in the course and scope of his or her job shall be compensated in the amount of three hundred dollars (\$300.00) per month.
- D. Employee shall receive pay for only one appropriate competency level.
- E. Employees wishing to be certified at the Primary, Secondary, or Expert competency levels shall be required to demonstrate their abilities to a third-party linguistics evaluator selected by the Chief of Police with input from the SPPEA. An employee may request a re-evaluation one (1) year or more after the last evaluation.
- F. The Chief of Police shall have the final determination, including consideration as to who is certified and at what level based on the applicability to the community of San Pablo.
- G. Languages eligible for multi-lingual pay are those spoken by twenty percent (20%) or more of the residents of San Pablo, American Sign Language, and any language approved by the Chief of Police.
- H. This benefit may be recertified periodically to continue eligibility or when an employee advances to the next level.

4.7 Temporary Upgrade Pay (Out-of-Class Pay)

Prior approval must be obtained from the Chief of Police in the event an employee is assigned the duties of a higher classification. The employee shall be paid a flat rate of five percent (5%) above their current salary step which shall become effective on the first day of assigned duties in the higher classification, if worked one (1) full day.

Any employee on a temporary assignment longer than thirty (30) days and assigned to the full range and scope of duties of a higher classification shall be assigned to the lowest step in that higher pay range which is at least five percent (5%) higher than normal assigned pay for the duration of the temporary assignment following the first thirty (30) days.—The City shall report temporary upgrade pay of more than thirty (30) days to CalPERS in accordance with California Public Employees' Retirement Law.

4.8 Call to Duty and/or Court Time

Employees represented by the Association who are called back to duty or subpoenaed to court about events arising out of their employment on an off duty day or while on vacation, shall be compensated at the rate of time and one half (1-1/2) the employee's regular rate of pay, with the minimum compensation of four (4) hours at the rate of time and one half (1-1/2) the employee's regular rate of pay.

Employees who are called back to duty or subpoenaed to court regarding events arising from their employment on a duty day but for hours the employee is off shift shall be compensated at the rate of time and one half (1-1/2) the employee's regular rate of pay, with a minimum compensation of four (4) hours, except that there shall be no minimum compensation guarantee in the event that such testimony or other duty is contiguous to the employee's regular duty shift. For the purpose of this agreement, contiguous is the two-hour period preceding or following a scheduled shift or other assignment). Shift assignments shall not be exercised in such a manner as to avoid payment provided in this Section.

In the event an employee is called off on the day of a court appearance, prior to responding to court, they shall be compensated two (2) hours at the time and one half (1-1/2) the employees regular rate of pay. The employee will still receive four (4) hours compensation at time and one half (1-1/2) their regular rate of pay if called off upon arrival at court.

It will be the responsibility of the Police Department to notify the employee of any court cancellations. The Police Department will endeavor to notify the employee no later than the night before the scheduled hearing, when possible.

SECTION 5. EDUCATION INCENTIVE PROGRAM FOR SWORN AND NON-SWORN EMPLOYEES

An employee may, on his or her own initiative, spend time at an independent school or college after work hours for the purpose of furthering his or her education. To the extent such educational courses entered into are beneficial to City job-enhancement, and any Degree or Certificate is subject to City Manager approval, the employee may be eligible for tuition reimbursement as described below. The employee must have successfully completed their probation, to be eligible in this program. Educational courses must be job-related and shall be in the sole discretion of the Chief of Police with concurrence from the City Manager, based on the Department's need for knowledge in a specific occupational category.

The course or degree shall be conducted by a school accredited by the nationally recognized accrediting agencies published by the Secretary of Education (U.S. Department of Education www.ed.gov). Certificate programs are not required to be accredited by the Department of Education, but are subject to City Manager approval and are required to enhance City job related skills.

Subject to the above, the City will, while an employee attends classes, reimburse the employee's costs for tuition, special fees, books, and supplies up to a maximum limit of five thousand two hundred fifty (\$5,250) per calendar year, the maximum tax free education reimbursement amount allowed by Internal Revenue Code Section 127.

Such reimbursement shall not be made until, and shall be conditioned on the employee's satisfactory completion of the course work. The employee must receive a final letter grade of "B" or better, and provide such documentation to the City, within sixty (60) days of the semester/quarter end, in order to receive reimbursement. Such reimbursement shall not be made until, and shall be conditioned on the employee's satisfactory completion of the coursework. The employee must submit final grades and approved paperwork by December 10th in order to receive reimbursement by December 31st.

The tuition reimbursement benefit shall terminate at such time as the employee is no longer actively performing service for the City, even where the employee has completed partial or full coursework during the period of City employment.

SECTION 6. HOURS OF WORK OVERTIME AND COMPENSATORY TIME

6.1 Definition of Workweek and Work Period for Sworn Employees

The workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday, except as otherwise designated for employees on an alternate work schedule.

Effective July 1, 2014, the City adopted the twenty-eight (28) day, 7(k) work period for sworn employees.

6.2 Hours of Work for Sworn Employees

A normal workweek for employees covered by this Agreement shall consist of four (4) ten (10) hour work shifts followed by three (3) consecutive days off. Employees may be assigned to a twelve and a-half hour work shift which shall consist of three (3) twelve and a-half (12.5) hour shifts followed by four (4) consecutive days off with one 10 (ten) hour pay back day to be scheduled within the employee's 28-day work period, as needed.

6.3 Meal Breaks for Sworn Officers

Police Officers may take a daily meal break not to exceed one-half ($\frac{1}{2}$) hour when the demands for police service permit. Calls for services shall take precedence over meal breaks. Because of safety, officers are compensated for their entire shift, and no additional compensation is provided for missed meal breaks. Supervisors are expected to take all reasonable measures to allow officers an opportunity for a meal break.

Meal breaks are not to be taken within the first or last hour of a scheduled shift without the expressed knowledge and approval of a supervisor.

6.4 Overtime for Sworn Employees

The City shall pay an amount equal to one and one-half (1-1/2) times the prevailing hourly rate of pay for all sworn employees required to work in excess of a scheduled ten (10) or twelve and a-half (12 $\frac{1}{2}$) hour work shift, or in excess of one hundred seventy one (171) hours in a 28-day work period.

Additionally, for each consecutive four (4) hours of overtime an employee works (which is not scheduled at least twenty-four (24) hours in advance) consecutive with the employee's regularly schedule work shift, the City shall pay seven dollars and fifty cents (\$7.50) for one (1) meal, not subject to the approval of the Supervisor.

For the purposes of computing time worked in this Section, all paid leave taken during a work week shall be computed as time worked.

Overtime shall be earned in quarter hour increments rounded to the nearest quarter of an hour.

6.5 Hours of Work for Non-Sworn Employees

Full time, Non-Sworn Employees shall work four (4) ten (10) hour shifts per workweek followed by three (3) consecutive days off, except as provided under Section 8 (Days of Work and Days Off Assignment) of this agreement.

6.6 Definition of Workweek for Non-Sworn Employees

The workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday, except as otherwise designated for employees on an alternate work schedule.

6.7 Overtime for Non-Sworn Employees

The City shall pay an amount equal to one and one-half (1-1/2) times the prevailing hourly rate of pay for all non-sworn employees required to work in excess of the employee's regularly scheduled work shift or in excess of forty (40) hours in a workweek. For the purposes of computing time worked in this Section, all paid leave taken during a work week shall be computed as time worked.

Additionally, for each consecutive four (4) hours of overtime an employee works (which is not scheduled at least twenty-four (24) hours in advance) consecutive with the employee's regularly scheduled work shift, the City shall pay up to seven dollars and fifty cents (\$7.50) for one (1) meal, not subject to the approval of the Supervisor.

Overtime shall be earned in quarter hour increments rounded to the nearest quarter hour.

6.8 Meal and Rest Periods for Non-Sworn Employees

One-half (½) hour of the non-sworn employee's scheduled shift will be used for an unpaid meal period at or near the midpoint of the shift, unless directed by the supervisor that the needs of the Department require that the employee work through the scheduled lunch break.

Non-Sworn Employees may take two (2) short break periods, not to exceed fifteen minutes each, one during the first half of the shift, and one during the second half of the shift. Such break period shall be considered work time and will be compensated as such; provided, however, that when needs of the Department so require, such employees may be required to forego such breaks when ordered to do so by their supervisor. Such employees may forego their break period(s) on any particular day and use such time to extend their meal period by fifteen minutes or one-half (½) hour, provided that prior approval of the supervisor is obtained; and further provided, that regardless of whether a practice comes into existence of extending the lunch period, there shall be no continued right to so extend the lunch period, and the Department may at any time require that the employees take only the one-half (½) hour period, or forego that period if deemed necessary in the sole discretion of the Department.

6.9 Compensatory Time

Employees who are eligible to receive overtime may elect to receive compensatory time off in lieu of cash overtime payments.

- A. Compensatory time off must be provided at time and one-half (1 ½) for each overtime hour worked.
- B. Compensatory time off is voluntary. An employee may elect to not receive compensatory time off. The employee shall be allowed to use compensatory time off upon reasonable request and if it does not unduly disrupt the operations of the Police Department. It must be recognized that approval of time off requests will be subject to departmental staffing requirements and operational priorities.
- C. Authorization of compensatory time off requests shall not be unduly withheld and the employee shall be promptly notified of any management decision.
- D. Sworn employees may accumulate up to four hundred eighty (480) hours of compensatory time off and non-sworn employees may accumulate up to two hundred forty (240) hours. The 480/240 hour limitation is a maximum, all other hours must be paid in cash at the rate earned by the employee at the time the employee receives payment. Approved requests for compensatory time account payments shall be submitted with the regular payroll time sheet.
- E. Upon termination, all accumulated compensatory time off must be paid to an employee at his/her current rate or his/her rate for the past three years whichever is higher. The last three years of employment is defined as the three-year period immediately prior to termination, so that if an employee has a break in service, the period of employment after the break will be treated as a new employment.

SECTION 7. SHIFT ASSIGNMENT

Shift sign-ups will be for within three- or four-month periods, as agreed between Association and Police Department management. The term "seniority" used herein shall mean "time in grade".

- A. The Commander shall determine the distribution of personnel (the number of employees and job classifications to be scheduled for each shift).
- B. Employees shall not exceed a maximum of twelve (12) months of continuous assignment on any one shift, except as provided under Section 6.5 (Hours of Work for Non-Sworn Employees).

One (1) Commander will be responsible for compliance.

- C. Employees shall work a minimum of three (3) or four (4) months continuous assignment on any one shift, as agreed between Association and Police Department management, except as provided under Section 6.5 (Hours of

Work for Non-Sworn Employees).

- D. Shift sign-up shall be by seniority (time in grade).
- E. The Commander shall have the authority for shift assignment and will have flexibility in assignments for the purposes of addressing:
 - (1) Emergency situations.
 - (2) Needs of the Department.
 - (3) Reasonable and equal distribution of experience and ability on all shifts.
 - (4) Demonstrated need of the individual.
 - (5) Mandatory overtime.
- F. Shift assignments for departmental “shared” overlap day on a six (6) team schedule shall be determined by the Commander. Schedule changes for the purposes of the “shared” overlap day shall be based on department needs and limited to once per month per employee.

SECTION 8. DAYS OF WORK AND DAYS OFF ASSIGNMENT

The following rules shall apply to scheduling of shifts and days off:

- A. Under the current system, all days off shall be pre-set.
- B. The Commander will have the authority to assign squads differently than selected by the employee for limited periods of up to thirty (30) days to satisfy scheduling needs of the Department.
- C. Trading shifts will be allowed within reason, with prior Commander approval. All days off involved in the trade must fall within the same four (4) month period.
- D. Sergeants or Acting Sergeants may trade shifts, provided that one Sergeant shall be on duty each shift. All days off involved in the trade must fall within the same four (4) month period.
- E. Police Service Assistants, Police Services Technicians, Jailers, and Police Administrative Clerks may trade days off, within classification, across shifts, with approval of the Commander. When trading days, an employee may not work a back-to-back shift which would cause hardship to the employee. All days off involved in the trade must fall within the same four (4) month period.
- F. No employee may work more than ten (10) consecutive days without a day off unless agreed to by the employee and the Commander.

- G. The shift sign-up list will be posted no less than forty-five (45) days before the beginning of each quarter. The sign-up list will carry the date the list is posted. Each employee will have a specific designated calendar day, determined by his/her seniority, in which to sign up for shift and days off but may sign up prior to that calendar day if his/her name has reached the top of the list.

SECTION 9. HEALTH AND WELFARE

9.1 Medical, Dental Insurance, and Vision Care Contributions

A. Medical Insurance

The City is a participating employer in the Public Employees' Medical and Hospital Care Act (PEMHCA), the medical insurance program sponsored by CalPERS. Upon the City's adoption of the amendment to the City's contract with CalPERS for PEMHCA participation, the maximum City contribution per month for medical insurance for active employees and qualifying annuitants shall be the minimum employer contribution as determined by CalPERS. For 2017, the minimum, monthly employer contribution is \$128.

B. Flexible Benefit Plan

The City maintains a Flexible Benefit Plan that constitutes a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code. The Flexible Benefit Plan allows active employees to pay for actual medical plan premiums or other qualified expenses on a pre-tax basis.

Between the date of City Council approval of this agreement and December 31, 2017, the City will contribute, on behalf of each eligible employee enrolled in City-provided health insurance, solely for the purchase of medical insurance coverage that is affordable and provides minimum essential coverage as defined by the Affordable Care Act, an amount up to:

- the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage;
- minus the City's minimum, monthly employer contribution required for participation in PEMHCA (see Section 10.1(a) above);
- minus one hundred and fifty dollars (\$150) to be paid by the employee if enrolled in a Kaiser plan, or minus twenty percent (20%) of the group health insurance premium to be paid by the employee if enrolled in a non-Kaiser plan.

Between January 1, 2018 and June 30, 2019, the City will contribute, on behalf of each eligible employee enrolled in City-provided health insurance,

solely for the purchase of medical insurance coverage that is affordable and provides minimum essential coverage as defined by the Affordable Care Act, an amount up to:

- the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage;
- minus the City's minimum, monthly employer contribution required for participation in PEMHCA (see Section 10.1(a) above);
- minus one hundred and fifty dollars (\$150) to be paid by the employee if enrolled in a Kaiser plan;
- minus any additional cost of any non-Kaiser group health insurance premium.

Effective July 1, 2019, the City will contribute, on behalf of each eligible employee enrolled in City-provided health insurance, solely for the purchase of medical insurance coverage that is affordable and provides minimum essential coverage as defined by the Affordable Care Act, an amount up to:

- ninety percent (90%) of actual cost of coverage, up to a maximum of ninety percent (90%) of Kaiser family rate;
- minus the City's minimum, monthly employer contribution required for participation in PEMHCA (see Section 10.1(a) above).

C. Healthcare Legislation Reopener

The City may reopen negotiations of Section 9 (Health and Welfare) at any time during the term of the MOU to address the impact of legislative changes to health care.

D. In Lieu or Dual Medical Coverage

In the event an eligible employee elects to waive participation in City-provided health insurance due to coverage in a group health plan from another source (e.g. spouse, parent, etc.), the employee shall receive the appropriate in-lieu amount:

\$500.00 – Family coverage or two-party coverage

\$350.00 – Single party coverage

The employee may receive the in-lieu amount in cash (taxable) or they may elect to contribute the in-lieu amount (not taxable) towards the 457 ICMA Deferred Compensation Plan as a supplemental retirement benefit.

To elect this option, the employee shall demonstrate that he or she is adequately covered at the applicable level of coverage by another source of group health insurance. If an employee loses primary coverage, he or she shall be covered by the City health plan as soon as possible, in accordance

with CalPERS regulations and this MOU.

The City's obligation to pay the monthly supplemental allowance may be conditioned upon the employee providing reasonable evidence and attestation that the employee and all individuals in the employee's expected tax family have alternate minimum essential coverage for every plan year in which the employee receives the monthly supplemental allowance, in accordance with IRS requirements for an eligible opt out program. The City shall not pay the monthly supplemental allowance if the City knows or has reason to know that the employee or individual in the employee's tax family does not have qualifying alternate coverage.

E. Dental Plan

For employees enrolled in the City-provided dental insurance plan, the City will contribute through the Flexible Benefit Plan the full premium for Delta Dental insurance coverage (which includes a 50/50 orthodontia plan for children only with three thousand dollars (\$3,000) maximum) for the employee and eligible dependent family members.

F. Vision Care Contributions

For each employee enrolled in the Association-provided vision insurance, the City shall contribute the following amounts through the Flexible Spending Account for vision care insurance coverage:

- \$225.00 for 7/1/17 through 12/31/17
- \$450.00 for 1/1/18 through 12/31/18
- \$450.00 for 1/1/19 through 12/31/19
- \$450.00 for 1/1/20 through 12/31/20
- \$225.00 for 1/1/21 through 6/30/21

The contribution shall be made on or about January 15th of each year and shall be made payable to SPPEA on behalf of the employees. The SPPEA shall acquire and administer a Vision Care Plan for Association Members and the city contribution shall be applied to that plan.

New employees shall receive a prorated vision care contribution based on hire date as follows:

Hire Date	7/1-9/30	10/1-12/31	1/1-3/31	4/1-6/30
FY 17/18	225.00	112.50	450	337.50
FY 18/19	225.00	112.50	450	337.50
FY 19/20	225.00	112.50	450	337.50
FY 20/21	225.00	112.50	225	112.50

Effective July 1, 2012, employees who work on a reduced work schedule shall be required to pay the prorated portion of the medical premium. In-lieu medical and vision care and other reimbursable expense amount, including this Flexible Spending Account contribution, will also be prorated.

9.2 Life Insurance and Dependent Life Insurance

The City shall pay the premium on a sixty thousand dollar (\$60,000) Life Insurance Policy for all employees.

An additional life insurance policy for the employee and a dependent life insurance policy for employee's eligible dependent(s) shall be made available as mandated by the existing Life Insurance Program, at the total expense of the employee.

9.3 Long Term Disability Insurance

The City shall continue to provide long term disability benefit for non-sworn personnel.

For each sworn employee enrolled in the mandatory Long Term Disability Insurance Plan, the City shall contribute twenty-four dollars and fifty cents (\$24.50) per month through the City's Section 125 plan.

9.4 Employee Assistance Program

The City provides access to an Employee Assistance Program for use by the employee and eligible dependent(s).

9.5 Flexible Spending Account

The City provides a Flexible Spending Account (FSA), which allows employees to contribute a portion of their regular earnings to pay for qualified dependent care and qualifying medical expenses before earnings are subject to payroll taxes, in accordance with IRS regulations.

In accordance with IRS regulations, any unused amounts contributed to the FSA shall not be reimbursed to the employee should employee fail to submit proof of eligible reimbursable expenses during a calendar year. However, up to five hundred dollars (\$500) of unused amounts remaining at the end of a plan year in a health FSA may be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year. No other unused amounts in an employee's FSA can be rolled over to the next calendar year.

SECTION 10. RETIREMENT

10.1 Non-Safety Employee Pension:

A. Non-Safety Tier One Pension:

- (1) Formula: The City shall provide the full formula of two and one half percent (2.5%) at age 55 calculated on the single highest year for local miscellaneous members considered “classic” members of CalPERS.
- (2) Member Contribution: Non-safety employees in Tier One Pension shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.
- (3) Employee Cost Sharing: Non-safety employees in Tier One Pension are required to pay two and three-tenths percent (2.3%) of reportable compensation toward the employer contribution for pension in accordance with Government Code Section 20516(a)-Employees Sharing Cost of Additional Benefits).

B. Non-Safety Tier Two Pension:

- (1) Formula: For eligible non-safety employees who are “new members” as defined by Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan in accordance with Government Code Section 7522.20, calculated on the average of the three (3) highest, consecutive years, in accordance with Government Code Section 7522.32.
- (2) Member Contribution: Non-safety employees in Tier Two Pension shall pay member contributions to the Public Employees’ Retirement System in the amount required by the Public Employee Pension Reform Act (PEPRA), which amount is at least one-half of the total normal costs within the meaning of PEPRA.

- C. Survivor Benefits: The City shall provide the Third Level of 1959 Survivor’s Benefit for Non-Safety Tier One and Tier Two employees, a benefit for survivors of the employee who is actively employed at the time of death.

10.2 Safety Employee Pension

A. Safety Tier One Pension

- (1) Formula: The City shall provide the full formula of three percent (3%) at

age 50 Retirement Plan calculated on the single highest year for local safety members considered “classic” members of CalPERS.

- (2) Member Contribution: Safety employees in Tier One Pension shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.
- (3) Employee Cost Sharing: Safety employees in Tier One Pension are required to pay three and three-tenths percent (3.3%) of reportable compensation toward the employer contribution for pension in accordance with Government Code Section 20516(a)-Employees Sharing Cost of Additional Benefits

B. Safety Tier Two Pension

- (1) Formula: For safety employees who are “new members” as defined by Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age 50 increasing to two and seven-tenths percent (2.7%) at age 57 retirement formula in accordance with Government Code Section 7522.25(d), based on the average of three highest, consecutive years, in accordance with Government Code Section 7522.32.
- (2) Member Contribution: Safety employees in Tier Two pension shall pay member contributions to the Public Employees’ Retirement System in the amount required by the Public Employee Pension Reform Act (PEPRA), which amount is at least one-half of the total normal costs within the meaning of PEPRA.

C. Survivor Benefits

The City shall provide the Third Level of 1959 Survivor’s Benefit for Safety Tier One and Tier Two employees, a benefit for survivors of the employee who is actively employed at the time of death.

10.3 Retiree Health Savings Account

- A. During the term of the MOU, both parties agree to meet and confer regarding alternatives to the City’s contribution to the Health Reimbursement Account for Retirees hired after July 1, 2014. The City and Association will explore a Retiree Health Savings Account (RHSA) plan compliant with IRS rules and regulations.

B. The City shall pay the minimum monthly employer contribution as determined by CalPERS and required under Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each qualifying annuitant.

C. Monthly Supplemental Allowance for Qualifying Employees Hired Before July 1, 2014: In addition to payment of the minimum monthly employer contribution as determined by CalPERS, established at \$128 per month as of 2017, to qualified annuitants, the City will provide a monthly supplemental allowance to a Retiree Health Savings Account (RHSA) to qualifying employees hired before July 1, 2014 and who retire under service retirement from the City as regulated by the Public Employees Retirement System, and effective July 1, 2017 to qualifying employees hired before July 1, 2014 with twenty (20) or more years of service with the City who retire under an Industrial Disability Retirement from the City as regulated by the Public Employees Retirement System. Any other employee who retires under a disability retirement is not eligible to receive the monthly supplemental allowance. The City's contribution of a monthly allowance to the RHSA is based upon an employee's number of years of service and retirement from the City, as follows:

(1) Retirees Hired Before July 1, 2014 Who Are Qualified Annuitants As Defined by CalPERS:

On behalf of a retiree hired by the City before July 1, 2014 who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled in City-provided, two-party health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's RHSA in the amount of two hundred and twenty dollars (\$220) minus the minimum employer contribution required by PEMHCA. For 2017, this amount equals ninety-two dollars (\$92) per month.

On behalf of a retiree hired by the City before July 1, 2014 who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled in City-provided, family health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's RHSA in the amount of two hundred and eighty-five dollars (\$285) minus the minimum employer contribution required by PEMHCA. For 2017, this amount equals one hundred fifty-seven dollars (\$157) per month.

In addition, the City shall pay the following to qualified annuitants:

(2) Retirees Hired Before July 1, 2014 with Ten (10) or More Years of City Service Immediately Prior to Retirement:

On behalf of a qualifying retiree hired by the City before July 1, 2014 who completes ten (10) or more consecutive years of service with the City of San Pablo and retires directly (within one hundred twenty (120) days following separation) from City service, the City shall contribute a monthly supplemental allowance to the retiree's RHSA in an amount up to the cost of the premium for one-party health insurance coverage in the retiree's selected health care plan, less the City's minimum employer contribution under PEMHCA, from the date of retirement and until such time the retiree becomes eligible for Medicare, turns the age of sixty-five (65) receives health insurance coverage from another source, or dies, whichever comes first.

(3) Retirees Hired Before July 1, 2014 with Twenty (20) or More Years of City Service Immediately Prior to Retirement:

On behalf of a qualifying retiree hired by the City before July 1, 2014 who completes twenty (20) consecutive years of service with the City of San Pablo who retires directly (within one hundred twenty (120) days following separation from City service), and who enrolls in employee plus one or employee plus family City health insurance coverage the City shall contribute a monthly supplemental allowance to the retiree's RHSA in an amount up to the cost of the premium for two-party health insurance coverage in the retiree's selected health care plan, less the City's minimum employer contribution under PEMHCA, from the date of retirement and until such time the retiree becomes eligible for Medicare, turns the age of sixty-five (65) , receives health insurance coverage from another source, or dies, whichever comes first. This payment is in lieu of the payment described in subsection 10.3(B)(2)(b) above entitled "Retirees Hired Before July 1, 2014 With Ten (10) or More Years of City Service Immediately Prior to Retirement."

In the event that the retired employee with twenty (20) or more consecutive years of service prior to retirement from the City enrolls in one-party City health insurance coverage, the account shall be reduced to the amount provided for retirees with ten (10) consecutive years of service prior to retirement from the City. It shall be the responsibility of the retiree to notify the City for any marital or dependent status change (e.g. death of a spouse, divorce, legal separation, etc.). The City reserves the right to collect the amount over and above the appropriate one-party level issued to the retiree, due to failure on the part of the retiree to notify the City regarding the change in marital or dependent

status. The City shall collect said amounts under the normal collection process which may include utilization of a collection agency and/or Small Claims Court; or any other administrative legal remedy.

- D. The City shall contribute the monthly supplemental allowance to the retiree's RHSA until any of the following conditions occur, at which point the City's contributions shall cease;
- (1) retiree receives medical coverage from another source (e.g. other employment, spouse), or
 - (2) retiree is eligible for participation in the Medicare Program, or
 - (3) retiree reaches the age of sixty-five (65), or
 - (4) retiree dies; If the retiree with at least twenty (20) years of service with the City immediately before retirement dies before the spouse or registered domestic partner (spouse or registered domestic partner at the time of retirement), the spouse or registered domestic partner may continue to receive the City contribution to the RHSA at the level afforded to retirees with at least ten (10) years of City service immediately before retirement until the spouse or registered domestic partner reaches the age of sixty five (65) or dies, whichever comes first.
- E. The City's obligation to pay the monthly supplemental allowance is conditioned upon a signed declaration under penalty of perjury, by the retiree and/or spouse or registered domestic partner on a form provided by the City once each year, that confirms the retiree and/or spouse or registered domestic partner is not enrolled medical or health insurance coverage or in-lieu payments from another source during that same time period.
- F. To receive the monthly supplemental allowance for the calendar year of retirement, the retiree must file an initial eligibility form with the City at the time and in the manner prescribed by the City. For each subsequent calendar year, the retiree must file an eligibility form with the City by November 30th of the preceding year or at a later date prescribed by the City. City will terminate the monthly supplemental allowance until such time the declaration is received. The supplemental allowance shall resume on a prorated basis upon receipt of the required declaration. No retroactive payments shall be made.
- G. Should retiree lose coverage from the other source (employment, spouse), the monthly supplemental allowance will resume upon receipt of the required declaration, and will continue only until any of the above listed events (1-4) occur.
- H. Additionally, the City will provide an Optional Benefit Account to sworn and

non-sworn employees hired before May 1, 1986 with twenty (20) consecutive years of service with the City of San Pablo who retire directly (within one hundred twenty (120) days) following separation) from City service, and who enroll in employee-plus-one or employee-plus-family City health insurance coverage once they reach age 65. This monthly amount will be equivalent to a Kaiser Supplement/Managed Medicare single party-rate at the time of retirement. This is inclusive of the City's required employer contribution to CalPERS for participation in PEMHCA. This amount is paid until death of the retiree.

- I. The City's contributions to the retiree's RHSA are subject to applicable Federal and State Income Tax regulations.
- J. Definition of consecutive shall mean time served with the City regardless of an approved break in service.
- K. Both parties agree that should this benefit be inconsistent with CalPERS regulations, the City and the Association will meet and confer regarding required changes. Following such meet and confer process and agreement from the Association, appropriate changes to the Memorandum of Understanding (MOU) may be implemented.

SECTION 11. SICK LEAVE

11.1 Accrual

Full-time, regular employees shall accrue sick Leave with pay at the rate of eight (8) hours per each calendar month of service. Effective January 1, 2018, full-time, regular employees shall accrue sick Leave with pay at the rate of six and two thirds (6.667) hours per each calendar month of service. Sick Leave shall not be considered as a privilege which an employee may use at his/her discretion but shall be allowed only in the case of purposes listed below.

Unused Sick Leave shall be accumulated at the rate of up to ninety-six (96) hours per year, with no maximum accumulation. Effective January 1, 2018, unused Sick Leave shall be accumulated at the rate of up to eighty (80) hours per year, with no maximum accumulation.

11.2 Usage

- A. Each full-time employee paid on a semi-monthly basis shall be allowed to use accrued Sick Leave with pay for the following reasons:

- (1) Absence from duty due to exposure to a contagious disease where quarantine is required by a doctor;
- (2) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling
- (3) For an employee who is a victim of domestic violence, sexual assault, or stalking to: a) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or b) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Sick leave is provided as a form of insurance to protect the employee during times of illness or injury. It is not intended as a form of leave with pay to be used for personal or recreational purposes other than as provided herein, and shall have no cash value at separation.

- B. Any Safety employee who is receiving disability payments under the Workers' Compensation Act of California shall receive the difference between the disability payments under the Workers' Compensation Act and full salary during the first twelve (12) months or any portion thereof, and such payment shall not be deducted from the accrued Sick Leave.
- C. To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. For sick leave of an unforeseeable duration, if the employee is required to be absent on sick leave for more than one (1) day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.
- D. Employees must provide a medical professional's certification for any sick leave absence that occurs after the employee has used twenty-four (24) hours, or three (3) work days' worth of sick leave, whichever is greater, that involves the illness of the employee or family member. Employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. . In cases of absence due to contagious disease, the employee will be required to submit a written medical release before he/she may return to

work. In cases of other absences, the employee may be required to provide City with a Fitness for Duty statement from his/her attending physician, or a physician appointed by the City, prior to returning to work.

- E. Upon depletion of accumulated Sick Leave, an employee may request Medical Leave of Absence without pay for a period not to exceed sixty (60) calendar days, subject to the approval of the City Manager. If the employee is unable to return to work at the end of this period he/she may request further unpaid medical leave, which shall be subject to the approval of the City Manager. If further leave is granted, an employee must notify the City of his/her intent to return to work no later than every thirty (30) days.
- F. Time off for employee illness shall be charged to Sick Leave and not to vacation or compensatory time off unless and until all available Sick Leave has been exhausted.
- G. Shift differential shall not be paid after thirty (30) calendar days of sick leave.

11.3 Sick Leave Incentive

Between July 1, 2017 and December 31, 2017, as an incentive for excellent attendance records, full-time, regular employees who use less than three (3) days of sick leave (not including sick leave used concurrently with legally-protected leave of absence such as family medical leave) per year shall be credited with additional vacation hours at the end of the calendar year as follows:

<u>Used</u>	<u>Vacation Hours Credit</u>
0	30 hours
1	20 hours
2	10 hours

The measurement period for the incentive plan year shall begin on January 1st and end on December 31st. New employees shall receive credit for sick leave incentive based on hire date as follows:

<u>Hire Date</u>	<u>0 Used</u>	<u>1 Used</u>	<u>2 Used</u>
Jan-Mar	30 hrs.	20 hrs.	10 hrs.
Apr-Jun	20 hrs.	10 hrs.	5 hrs.
Jul-Sep	10 hrs.	5 hrs.	2.5 hrs.
Oct-Dec	00	00	00

Effective January 1, 2018, the sick leave incentive benefit shall be eliminated.

11.4 Sick Leave Sharing Plan for Catastrophic Illness or Injury

The Association agrees to adhere to the sick leave sharing plan for catastrophic illness or injury guidelines outlined in Exhibit A.

11.5 Use of Paid Leave Concurrently with PDL, FMLA and CFRA

Employees are required to exhaust their accrued leaves concurrently with PDL/FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with PDL/FMLA/CFRA leave, with two exceptions:

- A. Employees are required to use accrued compensatory time earned in lieu of overtime pursuant to the Fair Labor Standards Act; and
- B. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition, including disability due to pregnancy, childbirth, or medical condition related to pregnancy.
- C. Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave, unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit.

If an employee does not have sufficient accrued paid leave to cover the entire duration of family care or medical leave, the balance of the leave taken after the exhaustion of paid leave time shall be on an unpaid basis.

SECTION 12. VACATIONS

12.1 Definition, Accrual and Cap

Effective July 1, 2017 – December 31, 2017, all regular full-time employees represented by the Association shall earn Vacation Leave with pay on a pay period basis, in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Vacation Hours per Pay Period (based on 24 pay periods per year)</u>	<u>Number of Vacation Hours per Year</u>
1 day – 3 years	3.33	80
3 years and 1 day - 10 years	5	120
10 years and 1 day – 15 years	6.67	160
15 years and 1 day – 16 years	7	168
16 years and 1 day – 17 years	7.33	176
17 years and 1 day – 18 years	7.67	184
18 years and 1 day – 19 years	8	192
19 years and 1 day – 20 years	8.33	200
20 years and 1 day – 21 years	8.67	208
21 years and 1 day – 22 years	9	216
22 years and 1 day – 23 years	9.33	224
23 years and 1 day – 24 years	9.67	232
24 years and 1 day +	10	240

Effective January 1, 2018, the above-listed vacation hours accrued per year shall increase by sixteen (16) hours, as follows:

<u>Years of Service</u>	<u>Number of Vacation Hours per Pay Period (based on 24 pay periods per year)</u>	<u>Number of Vacation Hours per Year</u>
1 day – 3 years	4.00	96
3 years and 1 day - 10 years	5.67	136
10 years and 1 day – 15 years	7.33	176
15 years and 1 day – 16 years	7.67	184
16 years and 1 day – 17 years	8.00	192
17 years and 1 day – 18 years	8.33	200
18 years and 1 day – 19 years	8.67	208
19 years and 1 day – 20 years	9.00	216
20 years and 1 day – 21 years	9.33	224
21 years and 1 day – 22 years	9.67	232
22 years and 1 day – 23 years	10.00	240
23 years and 1 day – 24 years	10.33	248
24 years and 1 day +	10.67	256

Employees who work on an intermittent or seasonal basis, and all employees who work less than half-time, shall not be eligible for vacation leave.

While vacation time accrues from the first full calendar month of full-time employment, employees shall be required to have served the equivalent of six (6) months of continuous service with the City in order to be eligible to use annual

vacation leave, except where approved in advance by the Chief or Commander; provided, however, if a regular employee separates from employment with the City before completion of six (6) months of service, he/she or his or her estate will receive pay for earned vacation time.

Vacation time off shall be determined by the Chief of Police, with due regard for the wishes of the employee and with particular regard for the needs of the service.

Employees will be permitted to accrue up to a maximum of the number of vacation hours that can be accrued over a two (2) year period based on the employee's total years of service as described in the chart above. No employee shall accrue more than the maximum vacation accrual amount without prior approval of the Chief of Police and the City Manager. Thereafter, employees who reach the maximum two (2) years vacation accrual and maintain said two (2) year accrual shall no longer accrue vacation until accrual is below the maximum balance of vacation hours that can be accrued in two (2) years based on the employee's years of service of two (2) years. Vacation accruals and balances are reflected on an employee's paycheck providing an opportunity to properly schedule vacation(s) and allow further vacation accrual. Should the City deny a requested vacation leave resulting in the employee exceeding the maximum vacation accrual cap, the City will cash out the denied amount of vacation.

Employees who separate from City employment shall be paid in a lump sum for all accrued, unused vacation leave. No such payment shall be made for vacation accumulated contrary to the provisions of these rules.

12.2 Vacation Usage

The following procedures for vacation sign up shall apply:

- A. Vacation sign-ups shall be by seniority within classification.
- B. Vacation periods will begin the first Monday of the calendar year and will run for fifty-two (52) consecutive weeks. A vacation period will be seven (7) days, commencing on Monday and ending on Sunday.
- C. If an employee misses his/her vacation period(s) because of valid reason(s) as determined by the Commander, the Commander will reschedule the vacation with the employee.
- D. An employee transferring from one division to another will take vacation in periods available, and will not 'bump' another employee of lesser seniority.
- E. It shall be the employee's responsibility to ensure that he/she does not use more vacation time than has been earned in the previous calendar year without the approval of the Chief of Police.

- F. Vacation sign-up will begin on or before November 1, and will be completed by November 30, for the following calendar year. Each employee will be given a specific date and time to cause his/her name to be signed up. Employees opting to split their vacation will be given a second date and time after the completion of initial sign-up.
- G. Employees shall sign up for designated vacation periods only. An employee must sign for the entire period even though the entire period may not be used.
- H. The method for signing up for vacation periods shall be as follows:

When an employee's name reaches the top of the sign-up list, the employee shall have the option of signing up for his/her full vacation or signing up for a split vacation:

OPTION 1. FULL VACATION

When an employee's name reaches the top of the sign-up list, the employee will sign up for his/her entire vacation at one time. The employee shall cause his/her name to be signed up for consecutive vacation periods, utilizing all of his/her available vacation days. The employee's name will then be removed from the sign-up list.

OPTION 2. SPLIT VACATION

Upon reaching the top of the sign-up list, the employee shall cause his/her name to be signed up for consecutive vacation periods utilizing that portion of his/her vacation intended to be taken. The employee's name shall then go to the bottom of the sign-up list. When the employee's name again reaches the top of the list, the employee shall cause his/her name to be signed up for consecutive vacation periods utilizing the remainder of his/her vacation time.

- I. There shall be separate sign-up lists and vacation schedules for each Division.
- J. No two supervisors in the same Division may sign up for vacation at the same time.
- K. When a Holiday falls within a vacation period, an essential employee shall have the option of receiving pay for having the Holiday time off instead of taking a vacation day during that vacation leave, for each Holiday therein. Extending the length of a vacation period shall be subject to approval of the Commander.
- L. After the Vacation Schedule is posted, an employee may change (or trade) vacation periods with the approval of the appropriate Commander.

- M. Vacation cash out in advance of separation from City employment is prohibited.

SECTION 13. HOLIDAYS

13.1 Holidays Observed

The City shall observe the following fourteen (14) Holidays:

- January 1 - New Year's Day
- January - Third Monday - Martin Luther King Birthday
- February - Third Monday - Presidents' Day
- May - Last Monday - Memorial Day
- July 4 - Independence Day
- September - First Monday - Labor Day
- October - Second Monday - Columbus Day
- November 11 - Veterans' Day
- November - Fourth Thursday and Friday - Thanksgiving and the day after Thanksgiving
- December 24 - Christmas Eve Day
- December 25 - Christmas Day
- December 31 - New Year's Eve Day
- Floating Holiday - to be added to vacation time on an annual basis beginning each July.

New employees shall be credited a prorated amount of Floating Holiday hours based on hire date as follows:

<u>Hire Date</u>	<u>Hours Credited</u>
Jul 1 through Sep 30	100% of floating holiday hours
Oct 1 through Dec 31	75% of floating holiday hours
Jan 1 through Mar 31	50% of floating holiday hours
Apr 1 through Jun 30	0

The value of each holiday shall be ten (10) hours for employees assigned to the 4/10 work schedule, and twelve and one half (12.5) hours for employees assigned to the 3/12.5 work schedule.

13.2 Holiday Rate of Pay

The parties mutually agree to reopen this section 13.2 during the term of the agreement. No change to the current practice of compensation for holidays shall be made absent mutual agreement of the parties.

The City shall report holiday pay to CalPERS in accordance with California Public Employees' Retirement Law.

Employees Working on Observed Holidays

- A. The Commander shall determine employees required to work on designated holidays. Patrol Division personnel shall be considered essential personnel for the purpose of reporting holiday pay to CalPERS.
- B. Employees who are required to work and actually work on an observed holiday, as listed above in Section 13.1, shall be paid at the rate of one and one half (1 ½) times his/her regular hourly rate for the hours worked (8, 10, or 12.5-hour shift). Payment is received in the pay period when the holiday occurs. Employee may elect to receive compensatory time off in lieu of cash overtime payments.
- C. In addition, the employee shall earn the number of hours corresponding to the employee's regular work shift (8, 10, or 12.5 hours) placed in a holiday bank for each full holiday the employee is required to work during the year (8, 10, or 12.5-hour shift). If the employee works a partial holiday, the employee shall accrue the number of hours worked on the holiday, which shall be placed in the holiday bank. Holiday bank hour payments (paid at straight time) are to be received twice a year: on or about June 5th and on or about December 5th. Holiday bank hour payments shall be paid by direct deposit.
- D. The following is an example of how an employee will be paid for working a full shift on a holiday:

Scheduled Hours	Holiday Pay Hours or Comp Time	Holiday Bank
10.0	15.0	10.0
12.5	18.75	12.5

Employees Not Working on Observed Holidays

- A. Employees who are on scheduled days off or other off duty paid leave status including Workers Compensation Disability Leave, shall be paid at straight time for all holidays that occur during such leave.
- B. Said employees do not receive any additional pay for holidays not worked.

The following table summarizes holiday compensation for an employee assigned to a 4/10 work shift:

Employees working their regular full shift on a holiday:

Work Schedule	Regular Hours Earned (RS)	Holiday Bank (HE) *	Holiday Pay (OH) or Comp Time (HA) at Straight Time	Total Hours
10.00	10.00	10.00	5.00	25.00
12.50	12.50	12.50	6.25	31.25

** Employees working less than a full shift shall receive Holiday Bank hours equivalent to the number of hours actually worked, up to the amounts indicated above (see Section 13.2.C).*

Employees not working their regular full shift on a holiday and the holiday falls on a regularly scheduled day off:

Work Schedule	Holiday Bank (HE)
10.00	10.00
12.50	12.50

Employees on vacation leave or sick leave during a holiday:

Work Schedule	Holiday Off (HO)	Holiday Bank (HE)	Total Hours
10.00	10.00	0.00	10.00
12.50	12.50	0.00	12.50

13.3 Unpaid Leave

An employee on unpaid leave shall not accrue paid leaves (including sick leave, vacation, or holiday pay) unless required by law.

SECTION 14. BEREAVEMENT LEAVE

Upon death of an immediate family member (spouse, registered domestic partner, children/stepchildren (including foster children, legal wards, or children to whom the employee stands in loco parentis, regardless of age or dependency status), parents/stepparents (including a foster parent or legal guardian of an employee or the

employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), brothers, sisters, grandparents, mother/father in-law, spouse's grandparents, registered domestic partner's grandparents and grandchildren); bereavement leave with pay for a period not to exceed the employee's regularly scheduled workweek shall be granted. The employee shall inform the City of the name and relationship of the person who died.

SECTION 15. FAMILY CARE LEAVE/PREGNANCY LEAVE

The City will adhere to the provisions of the Family Medical Leave Act of 1993 (FMLA); the California Family Rights Act (CFRA); and California Pregnancy Disability Leave (PDL) provided under the Fair Employment and Housing Act.

SECTION 16. CLOTHING ALLOWANCE

The Chief of Police will have full discretion to determine which detectives (Sergeants and Police Officers) will receive the clothing allowance. Such designated detectives shall receive a clothing allowance of twelve hundred dollars (\$1,200) per year, paid at six hundred dollars (\$600) in January and six hundred (\$600) in July. No pro-rations are allowed.

SECTION 17. UNIFORMS

- 17.1** All uniformed personnel shall be provided, on date of hire, an initial uniform consisting of five (5) pairs of pants, five (5) shirts, one (1) tie, one (1) hat and one (1) foul-weather jacket. Thereafter, the City shall provide uniform cleaning on an as-needed basis. The initial uniform and allocation may be modified by a change in dress code or uniform standards.
- 17.2** The City agrees to replace uniforms and uniform equipment for Sworn Employees and Civilian Uniformed Employees which is worn out, damaged or stolen during duty hours or while stored at a City facility - providing that the employee made a reasonable effort to safeguard the uniform or equipment. Such replacement shall be within thirty (30) days of submission of the claim and related required reports to the Department.
- 17.3** Civilian Uniformed Employees shall be provided, on date of hire, an initial uniform consisting of two (2) blouses/shirts, one (1) vest, two (2) pairs of pants, and one (1) sweater. Thereafter, the City shall provide uniform cleaning on an as-needed basis.

Civilian Uniformed Employees shall be provided, on date of hire, the number of

uniforms listed above. Following successful completion of the probationary period, the employee will receive additional two (2) blouses/shirts, two (2) pairs of pants. Thereafter, the City shall provide uniform cleaning on an as-needed basis.

- 17.4** The City will reimburse Sergeants, Sworn Officers, detectives and services division personnel required to wear uniforms up to one hundred seventy five dollars (\$175.00) per calendar year for shoes or boots. The purchase of shoes or boots will be approved in advance by the Chief of Police.
- 17.5** The City shall provide and maintain required uniforms and safety equipment for regular full-time sworn employees, Police Services Technicians, civilian uniformed employees, and Police Services Assistants as outlined in Section 17. The City will report to CalPERS the monetary value for provision of all classic employees' City-provided uniforms as described above, on a semi-monthly basis. The uniform amount reported to CalPERS will be derived from the City's total fiscal year cost for providing the employee's uniforms and for the cost of maintenance, not to exceed one thousand two hundred dollars (\$1,200) per fiscal year, per employee.

The monetary value of uniforms shall not be reported to CalPERS for employees who are "new members" as defined by Government Code Section 7522.02(f).

SECTION 18. CONSULTATION MEETINGS

Upon request by the Executive Board of the Association, the City Manager or designee shall meet with a quorum of the Board regarding matters of concern to the Association.

SECTION 19. DEMOTION IN LIEU OF LAYOFF

An employee who is laid off may demote to a lower class in the same department for which he or she meets minimum qualifications and is capable of performing job specifications, providing the total Department seniority credits exceed the total Department seniority credits of one employee in the lower class. To be considered for demotion in lieu of layoff, an employee must notify the City Manager/Personnel Officer in writing, of his selection no later than seven (7) calendar days after receiving the notice of layoff pursuant to Personnel Rules in effect at the time of layoff.

SECTION 20. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

The City recognizes the applicability of the Public Safety Officers' Procedural Bill of Rights (Government Code Section 3300, et seq.) as it exists or may be amended by the California State Legislature, to Sworn employees covered by this Agreement.

SECTION 21. PROMOTION REQUIREMENTS

The parties mutually agree to reopen Sections 21.1 (Sergeant) and 21.2 (Commander) during the term of the agreement.

21.1 Sergeant

The minimum requirements, at time of examination, for promotion to Sergeant shall be:

- A. Three (3) years continuous Sworn Experience with the San Pablo Police Department

**** O R ****

Five (5) years sworn experience, provided there is current, non-probationary sworn employment with the City of San Pablo Police Department,

AND

- B. That by the end of the promotional probation the candidate has earned sixty (60) college quarter units or more

**** OR ****

is eligible for an Intermediate P.O.S.T. Certificate.

21.2 Commander

The minimum requirements at time of examination, for promotion to Commander shall be:

OPTION 1:

- A. Graduate of a four-year college or university with major course work in criminal justice, police science, public administration or other related field; a Master's degree is highly desirable.

****AND****

- B. Four (4) years of supervisory experience equivalent to the level of Police Sergeant or above.

****AND ****

- C. Must possess a valid Advanced and Supervisory Certificate issued by the California State Commission on Peace Officer Standards and Training (P.O.S.T.) and maintain firearms qualification.

****OR****

OPTION 2

- A. Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying.

****AND****

- B. Must possess a valid Advanced and Supervisory Certificate issued by the California State Commission on Peace Officer Standards and Training (P.O.S.T.) and maintain firearms qualification.

21.3 Promotion

Promotions to the rank of Sergeant shall be made from the ranks of current City Police Department personnel who meet the position requirements and pass the required testing and examination process whenever possible. Promotions to the rank of Commander may be made from the ranks of current San Pablo Police Department personnel who meet the position requirements and pass the required testing and examination process whenever possible. At the discretion of the Chief of Police and with concurrence from the City Manager, the City may conduct an open recruitment for a vacancy in Commander position. The probationary period shall be as set forth in Section 22, herein.

SECTION 22. PROBATIONARY PERIOD

The Probationary Period shall be eighteen (18) months for all new entry sworn Police Officers and twelve (12) months for all other Police employees in the competitive service, including those hired as Lateral entries or promoted to an advanced level. A Lateral entry is a sworn Police Officer in possession of a P.O.S.T. Basic Certificate at the time of appointment and who formerly worked as a full-time police officer for another law enforcement agency.

SECTION 23. TEMPORARY LIGHT DUTY

It shall be a policy of the City and the San Pablo Police Department to encourage an injured or ill Officer or Sergeant to return to temporary light duty as soon as possible, following a Medical Release. The City and Department shall retain the right to evaluate and determine an employee's fitness for light duty.

SECTION 24. CONTINUATION OF PREVIOUS CONDITIONS

Other terms and conditions of employment unaltered by any other sections of this Agreement and set forth in Administrative Manuals, Personnel System Rules and Regulations, Ordinances, Resolutions, Administrative Directives and Police Department Rules and Regulations, Orders and Directives shall be continued for the term of this Agreement unless changed by mutual agreement.

SECTION 25. NEW CLASSIFICATIONS

In accordance with the provisions of Section 3505 of the Government Code of the State of California, the City agrees to meet and confer with the Association with regard to the wages, hours and other terms and conditions of employment of any newly created classification(s) appropriately included in the Police Employees' Association Unit, as well as any resulting changes for employees in existing classifications with regard to wages, hours and other terms and conditions of employment.

SECTION 26. CONTENT, TERMS AND RECOMMENDATIONS

- 26.1** If any Section or Section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, all other Sections and Subsections of this Memorandum shall remain in force and effect for the duration of this Memorandum. In the event of invalidation of any Section or Subsection, the City and the Association agree to meet within thirty (30) days for the purpose of renegotiating said Section or Subsection.
- 26.2** It is agreed by the parties to this Agreement that any conflict between any Section or part thereof of this Agreement and any City or Departmental Rule, Regulation, Ordinance, Code, Resolution, Procedure or Practice existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement, unless such conflicting City or Departmental Rule,

Regulation, Ordinance, Code, Resolution, Procedure or Practice was mutually agreed to by the City and the Association after the date of this Agreement.

SECTION 27. TERM OF AGREEMENT

27.1 This Memorandum of Understanding shall be effective except for any provisions of this Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including June 30, 2021.

27.2 This Memorandum of Understanding shall be extended on a month-to-month basis pending a new Memorandum of Understanding.

27.3 During the term of this Memorandum of Understanding, City agrees that it will not lock out employees and Association agrees that it will not engage in, encourage or approve any strike, slow-down or other work stoppage growing out of any dispute relating to the terms of this Memorandum of Understanding, recognizing with City that all matters of controversy within the scope of this Memorandum of Understanding shall be settled by established Grievance procedures. If there is a strike, slow-down or work stoppage, the employees who engage in such activity shall be subject to discipline up to and including discharge. The City may seek such remedies are available under the Law.

27.4 Existing Benefits

Existing benefits or beneficial practices, which are normally subject to meet and confer, shall not be modified without mutual agreement.

SECTION 28. SIGNATURES

The undersigned members of the City of San Pablo and the San Pablo Police Management Unit, having met and conferred in good faith, have reached agreement on the items contained herein and mutually agree to recommend to the San Pablo City Council and the General Membership of the Association that the terms of this Agreement be adopted.

**SAN PABLO POLICE
EMPLOYEES ASSOCIATION**

CITY OF SAN PABLO:

John Noble, Rains Lucia Stern

Reina Schwartz
Assistant City Manager

Robert Richer, Representative

Kelly Sessions, Finance Director

Tina Gallegos
Assistant to the City Manager

Kelly Tuffo
Liebert Cassidy Whitmore

Date: _____

Date: _____

EXHIBIT A

SAN PABLO POLICE EMPLOYEES' ASSOCIATION SICK LEAVE SHARING PLAN FOR CATASTROPHIC ILLNESS OR INJURY

REOPENER FOR NEW POLICY

Upon request from the City, the Association agrees to reopen this policy. The City shall provide the Association with the opportunity to meet and confer over proposed changes to the policy and accompanying form which are within the scope of bargaining.

PURPOSE

This sets forth the procedure for an Association member to receive a catastrophic leave of absence of up to a total of thirty (30) working days donated sick leave in increments of eight (8) hours and to use donated sick leave days in the event of his/her own catastrophic illness or injury or that of a member of his/her immediate family that requires the employee's care. An employee is eligible for Catastrophic leave only when the employee has exhausted all paid leave available to him or her.

DONOR/RECIPIENT QUALIFICATIONS

A catastrophic illness or injury is the inability of the employee or the employee's immediate family member by City policy (i.e. spouse, children, parents) to work, attend school, or perform other regular daily activities due to a life threatening illness or a severely incapacitating injury or illness, which will require the employee's absence for more than a one (1) month period.

- A. Medical certification from a physician is required. If leave is for a family member, the medical certification must indicate that employee's attendance with the family member is required.
- B. Only full-time employees who have at least one (1) year of City service and have passed probation shall be eligible to participate in the program.
- C. Requests for donations shall be made in writing, using the Application for Catastrophic Leave Form. The completed form must be submitted to the Supervisor who, upon verification of the illness or injury, shall submit the request to the Police Chief, for approval.
- D. The recipient must exhaust all available paid leave balances, prior to using catastrophic leave. When the physician's statement and leave balances indicate the probable exhaustion of balances within two (2) pay periods, the Police Chief may approve the solicitation and acceptance of leave donations prior to all balances being exhausted, so that time donated may be utilized immediately upon exhaustion of the employee's leave balance, but not before.

- E. Catastrophic leave use shall not count toward completion of promotional probation or completed pay periods for the annual step increase eligibility.

DONATIONS

- A. All donations of sick leave shall be in increments of eight (8) hours and shall be considered a gift.
- B. Donations shall be limited to five (5) days per donor.
- C. Employees wishing to donate sick leave account accruals to the recipient employee must maintain at least ten (10) days of sick leave account accruals (eighty (80) hours). Employees with less than ten (10) days of sick leave balance shall not be allowed to donate sick leave accruals.
- D. Nothing in this policy shall be construed to modify the employment relationship between the City and the receiving employee, or to restrict the City's management rights. This section shall not modify existing City rules, policies or agreements regarding unpaid leave of absence or family leave.
- E. Donation of sick leave to a recipient employee shall not be construed as sick leave used by the donor employee in the calculation of the excellent attendance bonus or viewed upon as sick leave usage in any evaluation or disciplinary action.

PROCEDURE

- A. Employee participation in this program as a donor or recipient is voluntary. Under no circumstances shall any employee be pressured into participating by donating time from their sick leave bank.
- B. The employee shall submit an Application for Catastrophic Leave Form to the Supervisor for verification, who will forward it to the Police Chief for review and approval. The request shall include:
 - (1) Sufficient reasons why said leave qualifies as catastrophic;
 - (2) Medical certification from a physician that:
 - a) Confirms need for employee's own use; or
 - b) Medical certification that employee's attendance with the family member is required; and
 - c) Estimated date of return to work.
- C. Upon approval of a request for donations, at the employee's request, a notice is posted regarding the eligible employee's need for donations via email.
- D. Donors shall submit a signed and approved Catastrophic Leave Donation Form.

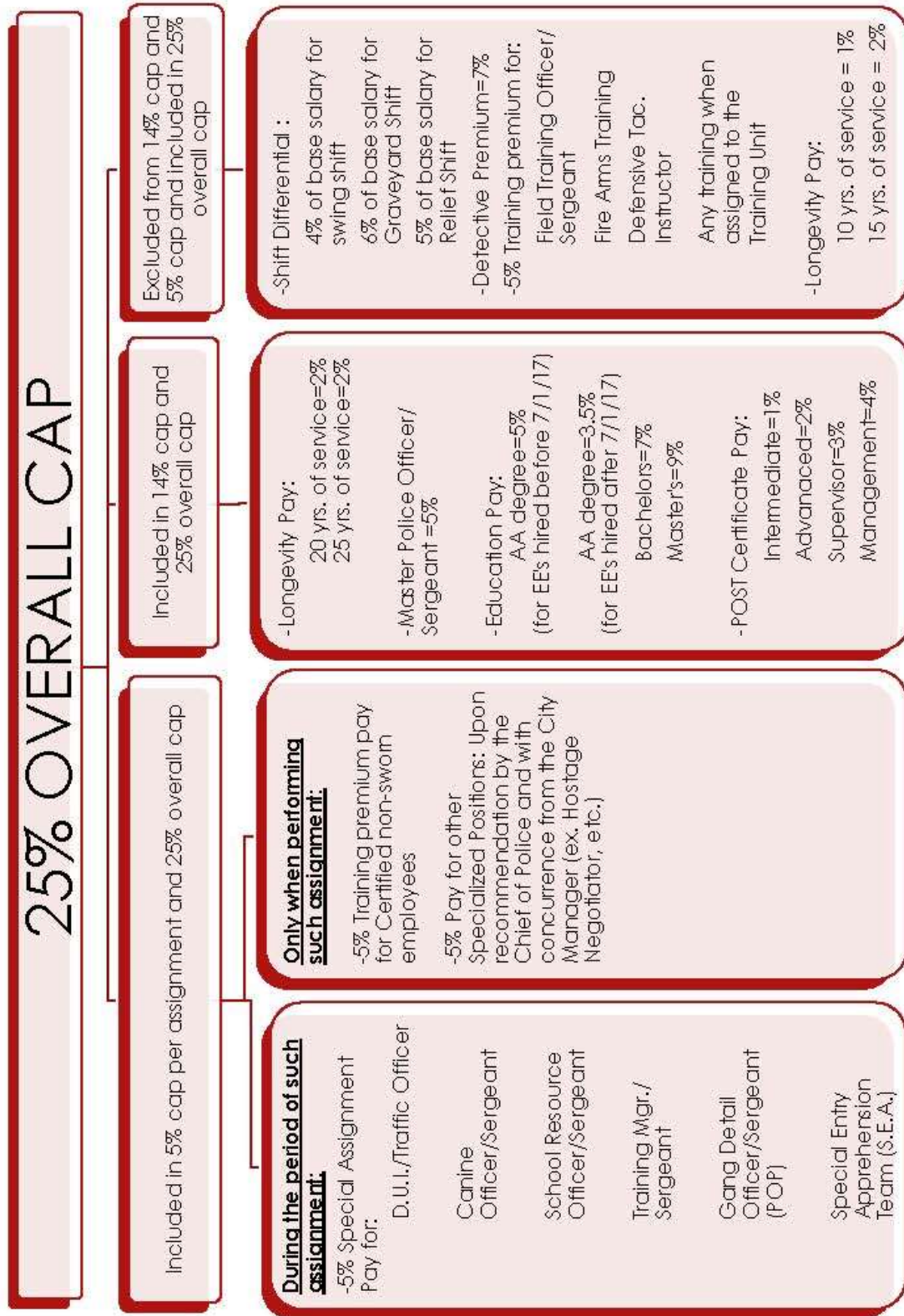
- E. Donated days when used by the recipient will be paid at the recipient's current rate of pay and therefore will be considered taxable income.
- F. The City may require periodic medical certification updates regarding the catastrophic illness and may require a fitness for duty certification prior to the employee returning to work.
- G. This procedure will in no way limit the City's management rights to require modified duty.

CANCELLATION OF CATASTROPHIC LEAVE

- A. Employee has exhausted thirty (30) working days of Catastrophic Leave of Absence.
- B. Employee returns to full-time employment before exhausting the thirty (30) working days of catastrophic leave and in this case any remaining balance will be returned on a prorated basis to employees who donated.
- C. In the event of death of the employee or the employee's family member to whom he or she was providing care before exhausting the thirty (30) working days of catastrophic leave, any remaining balance will be returned in a prorated basis to employees who donated. An employee may use bereavement leave as stipulated in Section 14 of the Memorandum of Understanding.

EXHIBIT B

SPPEA Special Pays



The following are excluded from the 25% Overall Cap:
 Multilingual Pay, Meal Pay, Out of Class Pay, Call to duty/Court Time Pay, Educational Incentive Program reimbursements