

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF PIEDMONT**  
**AND THE**  
**PIEDMONT POLICE OFFICERS ASSOCIATION**  
**2002 - 2007**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF PIEDMONT  
AND THE  
PIEDMONT POLICE OFFICERS ASSOCIATION**

This Memorandum of Understanding is entered into by the City of Piedmont, a political subdivision hereinafter named "City" and Piedmont Police Officers Association hereinafter named "Association" concerning conditions of employment to be in effect during the period of October 1, 2002 through December 31, 2007 for those employees assigned to the Police Officers Unit.

**SECTION 1 - RECOGNITION**

The City recognizes the Association as the exclusive bargaining representative for all full-time sworn employees in the Police Officers Unit in classifications set forth in this memorandum.

The City agrees to abide by the provisions of the Public Safety Officers Procedural Bill of Rights, Government Code sections 3300-3312, as amended, and by this reference said law is incorporated herein. In the event that this said law is amended, such amendments shall be incorporated herein. In the event that said law is repealed, this paragraph shall be of no force and effect.

The Association and the City recognize their obligations to cooperate with each other to assure maximum service of the highest quality and efficiency to citizens of the City of Piedmont.

**SECTION 2 - NO DISCRIMINATION**

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, sexual orientation or Association activities against anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age.

**SECTION 3 - PAYROLL DEDUCTIONS OF ASSOCIATION DUES**

Upon receipt of written authorization from an employee, the City shall deduct Association dues and premiums for approved insurance programs from an employee's pay in conformity with state and city regulations. The deductions shall commence with the beginning of the next pay period following receipt of the authorization.

**SECTION 4 - PROBATIONARY PERIOD**

All appointments to positions shall be tentative and subject to a probationary period. The probationary period for original appointments to sworn positions shall be for a period of

eighteen (18) months and the period for promotional appointments shall be twelve (12) months. Individual probationary periods may be extended with good cause upon recommendation of the Police Chief.

## SECTION 5 - SALARIES

### 5.1 Minimum Salary

The basic monthly salary for Police Officers shall be increased by 5% effective October 1, 2002, and 2% effective February 1, 2003. Effective October 1, 2002, the basic monthly salary for Police Sergeant will be increased by 9.9%, and 3% effective February 1, 2003.

Effective January 1, 2004, January 1, 2005, January 1, 2006 and January 1, 2007, employees in each classification will receive a cost of living increase based on the Consumer Price Index (CPI) of the San Francisco-Oakland-San Jose Statistical Metropolitan Areas, All Urban Consumers Index, for the one year periods ending December 31, 2003, 2004, 2005 and 2006 respectively. For each one-year period, the cost of living increase shall be a minimum of 2% (if the CPI is below that amount) and a maximum of 5% (if the CPI is above that amount). Should the CPI exceed 7% in calendar years 2006 & 2007, this section will reopen (reference Section 21). The salary increases for years 2005 – 2007 are dependent upon passage of a City parcel tax vote as explained in Section 21.

Classification	10/1/02	2/1/03
Sergeant	6,706	6,889
Police Officer – Step 3 (25 months and thereafter)	5,689	5,797
Police Officer – Step 2 (13 to 24 months)	5,177	5,275
Police Officer - Step 1 (0 to 12 months)	4,716	4,805

### 5.2 Salary at Time of Employment

The beginning or normal hiring rate shall usually be at the first step of the rank. Every new employee shall be paid the first step on employment except that the City Administrator may authorize employment at a higher step.

### 5.3 Eligibility for Advancement in Pay

Employees shall be advanced from Step 1 through Step 3 in accordance with the time-in-step requirements outlined above. The above time-in-step requirements shall apply before an employee gains eligibility for advancement in pay.

When an employee demonstrates outstanding capacity in performing his/her duties, advancement may be made prior to completion of the above time-in-step requirements. Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirements outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

#### **5.4 Attaining Advancement**

An employee, in order to be advanced in steps, must meet standards in the overall evaluation. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position.

#### **5.5 Use of Performance Ratings in Determining Whether Step Advancement is Merited**

Performance ratings shall guide supervisors and Department Heads in determining whether step advancements have been earned and should be recommended to the City Administrator. Performance ratings shall be completed by the supervisor for each employee on an annual basis, or sooner if necessary.

#### **5.6 Withholding Step Advancement**

Department Heads have the authority and responsibility to recommend to the City Administrator that step advancements be withheld if they are not merited. Department Heads shall keep their employees informed about their job performance, giving good work its proper recognition and deficient work all possible guidance and assistance toward improvement.

### **SECTION 6 - RETIREMENT BENEFITS**

#### **6.1 Retirement Plans**

Through December 31, 2003, the retirement plan for employees represented by the Association shall be PERS 2% at 50. Effective January 1, 2004, the retirement plan for employees represented by the Association shall be PERS 3% @ 55, as sponsored by the California Public Employees' Retirement System.

Effective December 31, 2007, the retirement plan for the employees represented by the Association shall be PERS 3% @ 50, as sponsored by the California Public Employees' Retirement System.

Beginning January 1, 2004, if the Public Safety Employer PERS contribution rate is more than 37%, the amount above 37% will be shared equally between the City (50%) and the employees (50%) through payroll deductions. If at any time the rate exceeds 37%, but then at a later date drops below 37%, the City will resume paying 100% of the cost.

**6.2 Conversion of City Paid PERS to Salary**

Effective July 1, 1994 the City converted the 5% city paid PERS to salary thereby increasing by 5% the salary reported to PERS. The employee member contribution became 9%, which will be deducted from PERS reportable salary prior to the calculation and deduction of federal and state income taxes as provided in IRS Section 414(h)(2).

**SECTION 7 - SPECIAL PRACTICES**

**7.1 Canine Assignment**

The Chief of Police may assign officers to canine duty. Officers so assigned shall not obtain any tenure or other property interest in the assignment. Once so assigned the City shall pay a five percent (5%) pay differential above the Officer's top salary step inclusive of P.O.S.T incentives as compensation for the time spent outside of regular shift hours spent caring for the assigned animal. This pay differential shall be paid each pay period for the time the Officer is assigned to canine duty. When the Officer is reassigned, upon request or by management from canine duty, the five percent (5%) pay differential shall cease.

The assignment to canine duty shall generally conform to the provisions of the agreement of June 18, 1984, which is referenced here for informational purposes only and is not made a part of this agreement.

The City retains the sole right to administer the canine program, which may include its termination. The City may also renegotiate the terms of this section upon notification to the Association.

**7.2 Field Training Officer**

Employees assigned at the sole discretion of the Chief of Police as Field Training Officer to train full-time officers, excluding reserve officers, shall receive additional compensation in the amount of five percent (5%) of the monthly salary for that time when the officer is assigned the duties of Field Training Officer.

**7.3 Acting Pay**

Police Officers assigned to duties of Watch Commander shall receive (2) two hours compensatory time for a period of not less than (1/2) one-half a shift (four hours).

**7.4 Range Pay**

Employees required to qualify on the shooting range shall receive a minimum of two (2) hours pay at the rate of one and one-half times (1-1/2x) the hourly rate of pay for such time on the range when required by the Department.

## **SECTION 8 - HOURS OF WORK**

### **8.1 Normal Work Week**

The normal workweek for employees occupying full-time positions shall consist of forty (40) hours to be worked within a seven (7) day work period beginning at 0001 hours on Sunday and ending at 2400 hours on the immediately following Saturday.

### **8.2 Normal Workday**

The normal workday shall consist of eight (8) hours per shift. Shift personnel shall receive thirty (30) minutes for lunch and one fifteen (15) minute break in the first part of the shift, and one fifteen (15) minute break in the second part of the shift. Time so taken will be on-duty time and shall be included in the eight (8) hour working shift, and shall be taken at approximately the middle of the shift and shall not be taken during the first or last hour of the shift as specified by supervision.

At the sole discretion of the Police Chief, alternate work schedules are permissible, such as twelve (12) hour workdays within a three (3) day workweek.

Both parties acknowledge that any alternative schedule would be a pilot program subject to be modified, continued or discontinued for any reason at the sole discretion of the Chief of Police.

### **8.3 Overtime**

Employees assigned to work more than the number of hours per day or per week as specified in Section 8.1 and 8.2 above shall be paid overtime at the rate of one and one-half (1-1/2x) their hourly rate for each one quarter (1/4) of an hour or portion thereof for such time worked in excess of the normal day or week.

### **8.4 Off Duty Court Appearance Pay**

Off duty court appearance pay shall be paid to regular employees who are subpoenaed to give testimony while off duty about events arising out of their employment. Such pay shall be paid at one and one-half times (1-1/2x) the hourly rate of pay. A minimum of four (4) hours shall be paid if required to report on a regularly scheduled workday, and a minimum of five (5) hours shall be paid if required to report on a scheduled day off. If the court time exceeds the minimum, overtime shall begin being earned at the rate of each one-quarter (1/4) of an hour or each portion thereof.

### **8.5 Compensatory Time Off**

Employees working overtime and employees eligible for holiday pay in accordance with Section 9 of this Agreement may elect, with the permission of the Police Chief, to receive compensatory time off in lieu of overtime or holiday pay. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) hours for each hour worked. Compensatory time off may be accumulated to a maximum of one hundred twenty-seven (127) hours. Employees desiring to utilize or cash out compensatory time off may do so with the permission of the Police Chief.

## **8.6 Shift Trades**

Requests for change of shifts shall be submitted for approval at least five (5) working days in advance of the anticipated shift trade. Approval of shift trades shall be at the sole discretion of the Police Chief or his/her designated representative. For training purposes shift reassignments may be made to accommodate class attendance on days off.

## **8.7 Shift Schedules: Seniority Sign-ups**

A seniority sign-up system shall be in place. The seniority sign-up system shall be by date of hire or promotion (to sergeant). The program will include officers and sergeants assigned to patrol. Sergeants and officers have different schedules and shall sign-up separately. Seniority schedule sign-up shall follow the below listed procedures and compliance will be monitored by P.O.A. officers.

- 1) Sign-up is by seniority. Seniority shall be determined by date of hire or promotion. Date of hire or promotion shall be used to resolve any conflicts between employees.
- 2) Employees may only sign-up for two consecutive shifts of the same type. An alternate shift must be selected immediately following the two consecutive shifts (i.e if an employee signs up for day watch for two six week periods, then that employee must select either a swing shift or grave yard shift for the next six weeks).
- 3) Employees selecting Saturday/Sunday as days off during one 6-week shift shall not be eligible to select Saturday/Sunday as days off for the next two shift periods (12 weeks).
- 4) Employees shall not sign-up for shifts which would require working 16 straight hours during a watch change. The only exception is if the employee takes approved vacation or compensatory time off during one of the eight-hour periods, and there will not be a resulting personnel shortage. Approval requires a completed leave request form approved by the affected watch commander.
- 5) There must be only one canine officer assigned to each shift.
- 6) Officers assigned to Juvenile, Investigations, and Traffic are excluded from the seniority sign-up program. Their schedules shall be flexible and determined by their division commanders.
- 7) Employees shall have four (4) days to make shift selections. Failure to sign-up in a timely manner will result in removal of the employee's name from the top and a placement onto the bottom of the seniority sign-up list.
- 8) Management retains the right to change, and/or amend employee's schedules and/or assignments at anytime for such reasons including, but not limited to, vacancies due to retirements, resignations, terminations, illness and/or injuries. Management also

retains the right to change an employee's schedule because of employee performance or operational convenience and/or efficiency.

**8.8 Call-In Pay**

Employees called to work on his/her day off or at a time other than their regular shift shall receive at least four (4) hours pay. All time not worked during the four (4) hour period shall be paid at straight time. All time worked under this section at a time other than the employee's regular shift shall be paid at the applicable overtime rate. The employee may work more than four (4) hours of call-back time; provided, however, that if the employee works more than four (4) hours during call-back time, he/she shall receive only the applicable overtime pay, and he/she shall not receive an additional four (4) hours of call-back time pay.

**SECTION 9 - HOLIDAYS**

**9.1 Holidays Observed**

The following shall be observed as paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving
Friday after Thanksgiving	
December 25	Christmas Day
Employee's Birthday	May be celebrated on another day upon prior approval of the Chief.
Floating Holiday	To be mutually agreed to in advance by Police Chief and employee.

**9.2 Holidays to be Observed on Workdays**

In the event that any holiday listed above shall fall on a Saturday, for those officers working in Administration, such holiday shall be observed on the preceding Friday. In the event that any holiday listed above shall fall on a Sunday, for those officers working in Administration, such holiday shall be observed on the following Monday. Officers working patrol shall observe any holiday above on the stated day.

**9.3 Holiday Pay**

Each employee eligible for the above holidays shall be paid eight (8) hours at the employee's straight-time hourly rate for each such holiday whether that employee is scheduled to work or not work on such holiday. Effective January 1, 2000 the floating holiday and employee's birthday will not be carried over.

**9.4 Pay for Work on Holiday**

If an employee is scheduled to work on such holiday, the employee shall, in addition to the above holiday pay receive one and one-half (1-1/2x) the straight time hourly rate for all hours worked on such holiday.

**9.5 Compensatory Time for Holiday Pay**

Employees may elect to receive pay for holidays as provided in Section 9.3 above or pay for work on a holiday as provided in Section 9.4 above or the employee may elect to receive compensatory time off in lieu of receiving such pay. Compensatory time off, whether earned for working overtime as provided in Section 8.5, or earned as holiday time as provided for in Section 9, may be accumulated to a maximum of one hundred twenty-seven (127) hours.

**SECTION 10 - VACATION LEAVE**

**10.1 Vacation Accrual Rates**

Employees shall be eligible for vacation leave as follows:

0 through 5 years	11 days
6 through 9 years	15 days
10 through 12 years	17 days
13 through 15 years	19 days
16 through 19 years	20 days
20 years and after	22 days

Employees shall be eligible for vacation leave after the completion of six (6) months service.

**10.2 Date When Vacation Credit Starts**

Vacation credit shall begin as of the date of employment. In the event the date of employment is not the first (1<sup>st</sup>) day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period.

**10.3 Holiday Falling During Vacation**

In the event that a holiday specified above occurs during a period of authorized vacation leave, said holiday shall be charged as a holiday, not a day of vacation leave for non-shift personnel. Shift employees shall be paid for such holiday in accordance with Section 9.3 above and such day shall be charged as a vacation day.

**10.4 Use of Sick Leave During Vacation**

An employee who is injured or becomes ill while on vacation may be paid for sick leave in lieu of vacation.

**10.5 Accumulation**

An employee shall be allowed to accumulate a maximum of two (2) years vacation accrual at any one (1) time.

**10.6 Requesting Vacation Leave**

Employees shall request specific dates for vacation by January 15 each year, whenever possible. As long as employees request vacation leave by January 15, seniority shall be the basis for resolving any conflicting requests for vacation time off.

**SECTION 11 - SICK LEAVE**

**11.1 Accrual Rate**

Employees shall accrue five (5) hours of sick leave for each pay period of service, and shall be eligible for paid sick leave after the completion of one full pay period of work.

**11.2 Usage**

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

- a. The employee's illness or injury, or the illness or injury of a member of the employee's immediate family prevents him or her from performance of duties. For purposes of this section, immediate family is defined as spouse, children, or any other relative living in the employee's household or domestic partner and requiring the employee's attendance. The domestic partner must be registered as such with the California Secretary of State.
- b. The employee's receipt of required medical or dental care or consultation.
- c. An employee who is medically unable to report for duty because of pregnancy and/or delivery may use sick leave during the period of time she is medically incapacitated from working.
- d. Employees shall be entitled to use a maximum of two (2) weeks of accumulated sick leave in any calendar year to attend to the illness of a spouse, child, domestic partner, grandparents or siblings not living in the employee's household. The domestic partner must be registered as such with the California Secretary of State.
- e. The Chief may request a doctor's verification, other medical certification or other substantial evidence of illness or injury for which such leave is sought.

**11.3 Sick Leave Conversion/Incentive Program**

On April 1, 1997, the City added to the current PERS contract, Credit for Unused Sick Leave in accordance with Government Code Section 20965 of the California Public Employees' Retirement Law. This section provides a sick leave credit of .004 year of service credit for each unused day of sick leave.

#### **11.4 Catastrophic Leave Program**

Permanent employees represented by the POA may be eligible to receive donations of paid leave, to be included in the recipient employee's sick leave balance if he/she has suffered a catastrophic illness or injury which is defined as a serious medical condition considered to be terminal, a major physical impairment, or a family medical emergency (defined as a catastrophic illness or injury of a spouse, registered domestic partner, child or parent residing in the employee's household), subject to the following conditions:

- The recipient employee, recipient employee's family, or other person designated in writing by the recipient must submit a request to the City Manager or designee.
- The recipient employee is not eligible so long as he/she has paid leave time available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.
- The recipient employee must provide a medical verification which meets the criteria above and a prognosis.
- Donations may be made in whole hour increments, and are irrevocable. The donor employee may donate vacation up to any amount, but the City may require that the donor employee retain 40 hours of vacation leave. Sick leave may be donated up to 24 hours in whole hour increments. Donations may be made from any individual employed by the Piedmont Police.
- Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
- Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- Eligibility for this program requires recommendation by the Chief of Police and approval by the City Manager.

### **SECTION 12 - LEAVES**

#### **12.1 Funeral Leave**

In the case of death within the immediate family of an employee, such employee shall be entitled to leave from duty with pay in order to attend the funeral or memorial service for a period of up to three (3) working days. The immediate family of an employee, for the purpose of this section, shall be defined as wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, daughter-in-law, son-in-law grandchildren and registered domestic partner.

Leave of absence with pay because of death in an employee's immediate family is allowed solely for the purpose of attending funeral and memorial services, and such leave shall not be charged against vacation or sick leave which an employee may be entitled to, but may be in addition thereto.

In special cases, with approval of the Police Chief, the City Administrator may grant a death leave in accordance with the provisions to allow an employee to attend a funeral or memorial services because of the death of a person not included within the definition of the immediate family.

### **12.2 Leave of Absence Without Pay**

Any employee desiring a leave of absence without pay from his or her employment for any reason shall secure written permission from the City Administrator upon the approval of the Police Chief.

During any approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission of the City Administrator. The City Administrator may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof. The maximum leave of absence shall be for one (1) year.

### **12.3 Military Leave**

Employees who are called upon to perform active annual training duty or temporary special services as a member of an Armed Forces reserve and who lose time from their regular scheduled workweek shall be paid the difference between the pay received from the federal or state government for such reserve duty and their normal weekly earnings not to exceed two (2) weeks annually.

### **12.4 Jury Duty**

Any employee required to serve as a juror in a civil or criminal action pending in a Superior, Municipal or Justice Court of the State of California, or any Federal Court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his/her absence from work up to a maximum of thirty (30) days annually; provided, however, that the Police Chief may require proof of the time such service was required and any monies received from jury service shall be deducted from the pay; provided further, that the employee shall report to work if released from jury service prior to 5:00 p.m. and does not have to report for jury service the following day. An employee required to serve as a juror shall not have his or her regular starting or quitting time changed as a result of being called for jury service.

### **12.5 Maternity Leave**

Maternity leave shall be granted in accordance with state and local law. Any disability suffered by an employee which is caused or contributed to by pregnancy, childbirth,

miscarriage, abortion and recovery therefrom are for all job related purposes temporary disability and shall be treated as a condition of illness.

Any employee with one year or more of continuous service shall be entitled to use sick leave, vacation or leave without pay to the cumulative total of four (4) months upon the birth of her child.

## **SECTION 13 - HEALTH PLANS AND LIFE INSURANCE**

### **13.1 Hospitalization and Medical Care**

Effective January 1, 1997 the City enrolled all employees and their dependents in the PERS Medical program. Effective January 1, 1997 the City also enrolled in the PERS Medical program all retirees and eligible survivors of retirees who subscribe for such coverage.

Through December 31, 2003, the City shall pay the cost of PERS Kaiser North, PERS HealthNet or PERS PacifiCare for all active employees and dependents. If the employee or the employee and dependents chose to enroll in a plan other than Kaiser North, HealthNet or PacifiCare and the cost of such plan exceeds the cost of Kaiser North, HealthNet or PacifiCare, the employee shall be responsible to pay the amount of the cost which exceeds the cost of Kaiser North, HealthNet or PacifiCare, whichever is greater. Such contribution shall be made by payroll deduction.

Effective January 1, 2004, the City will pay the increased cost of the PERS Kaiser, PERS HealthNet or PERS PacifiCare health insurance premium, up to 18% per year. Any increase in PERS Kaiser, PERS HealthNet or PERS PacifiCare premium above 18% per year shall be borne equally between the employee and the City (50/50). Employee contribution shall be made by payroll deduction.

The City shall pay \$1.00 per month for each eligible retiree and/or eligible survivor of a retiree who subscribes for coverage. The amount paid on behalf of retirees and/or their eligible survivors shall increase annually at a rate of five percent (5%) as required by PERS regulations so that it reaches the amount paid for active employees and their dependents at the end of twenty (20) years from the date of implementation.

### **13.2 Dental**

The City shall provide the cost of providing each eligible employee and his/her eligible dependents dental care benefits under a group insurance plan in effect at the time of this memorandum. Orthodontic care is included in the group policy, and covers up to 70% of the cost for adults and children (subject to a lifetime maximum of \$5,000 per person).

If the employee deductible is eliminated for any other City bargaining group, such elimination shall apply to employees represented by the Association.

**13.3 Life Insurance**

Effective on the date of the signing of this MOU, the City shall provide and pay for the cost of life insurance in an amount equal to twice the employee's gross annual salary, rounded to the nearest one thousand dollar (\$1,000) increment, to a maximum of \$200,000. Accidental Death and Dismemberment insurance is also provided in the amount of Twenty Five Thousand Dollars (\$25,000) for each eligible employee.

**13.4 Alternative Coverage**

In the event that it may be possible to provide an alternative hospital-medical, life insurance or dental coverage as nearly comparable as possible to the benefits in effect on the date of this agreement without additional cost to the City or the employees, the City may substitute new insurance carriers. The Association will be given an opportunity to review the coverage afforded under such substitute plans before they are implemented.

**13.5 Vision Plan**

The City shall pay the cost of providing each eligible employee and his/her eligible dependents vision coverage under a group insurance plan in effect at the effective date of this agreement.

**13.6 Retiree Medical**

The City shall pay the entire cost of the lowest cost medical insurance coverage for an employee hired prior to October 1, 1984 who retires on a service pension prior to age 65; provided that payment by the City for such coverage shall cease upon the employee attaining age 65 or becoming eligible for Federal Medicare coverage, whichever shall first occur; provided further, that payment by the City for medical insurance coverage of the retired employee shall not be extended to the dependents of that employee.

**13.7 Funeral Benefits**

A funeral benefit of Fifteen thousand dollars (\$15,000) will be provided by the city for death directly related to duty.

**SECTION 14 - EDUCATIONAL INCENTIVES**

Through December 31, 2003, any member covered under this Agreement who holds a P.O.S.T. Intermediate Certificate or an AA degree, will be paid an additional sum per month as salary equal to four percent (4%) of the salary he/she would otherwise receive. For any member covered under this Agreement who holds a P.O.S.T. Advanced Certificate or a BA degree or equivalent degree, they will be paid an additional sum per month as salary equal to six percent (6%) of the salary he/she would otherwise receive.

Effective January 1, 2004, the incentive pay will increase to five percent (5%) for any member who holds a P.O.S.T Intermediate Certificate or an AA degree, and seven percent

(7%) for any member who holds a P.O.S.T. Advanced Certificate or a BA degree or equivalent degree.

The additional sums payable for holding Intermediate and Advanced P.O.S.T. Certificates are given as an educational incentive to encourage Piedmont Police Officers to improve their knowledge of police-related subjects and sciences. The additional sum payable to the holder of an Advanced Certificate shall not be cumulative with the additional sum paid to the holder of an Intermediate P.O.S.T Certificate.

For bookkeeping purposes the payment of any additional sum as an educational incentive provided in this paragraph shall commence on the first of the month following submission of written proof to the City Administrator that the employee has obtained the appropriate certificate. This educational incentive program is instituted with the specific understanding that all covered members agree that their present shift schedule will in no way deny any covered member the opportunity to attend courses necessary to qualify for the Intermediate and Advanced P.O.S.T Certificates.

### **SECTION 15 - TUITION REIMBURSEMENT**

The City shall reimburse an employee for tuition and books for courses of study at an approved and accredited college or junior college in an off-duty status not to exceed Seven Hundred Fifty Dollars (\$750.00) per fiscal year if the subject matter content of the course is related directly to the employee's work assignment or is a course required for the attainment of a degree or certificate program in a field related to the employee's work assignment.

The employee must submit an application to the Police Chief giving all information needed for an evaluation of the request. The Police Chief shall recommend approval or disapproval and forward the request to the City Administrator whose decision shall be final. The employee's application must have been approved prior to enrolling in the course in order for such employee to be assured of reimbursement. Upon completion of the course, the employee must submit to the Police Chief a copy of the grade sheet or certificate indicating a passing grade along with the appropriate receipts for books and tuition in order to be eligible for reimbursement. Books and materials paid for by the City are to be provided to the Department to be maintained for future use and reference by City employees.

### **SECTION 16 - UNIFORM ALLOWANCE**

Effective January 1, 2003, the uniform allowance shall be One thousand and fifty dollars (\$1,050.00) annually to maintain uniforms as required by the Chief of Police, to be paid as follows: Five hundred & twenty five dollars (\$525) in December of each year, and Five hundred & twenty five dollars (\$525) in June of each year. The clothing allowance for detectives will be One thousand and fifty dollars (\$1,050.00). This is to cover the cost incurred by detectives to purchase appropriate civilian business attire. The detective

assignment remains rotational and the assignment is not to be considered a promotion or demotion for the purpose of City of Piedmont personnel rules, Federal or State law.

Uniform allowance will increase by fifty dollars (\$50) per year for years 2004 and 2005, and one hundred dollars (\$100) per year for years 2006 and 2007 paid in the same manner as described above.

Any new Police Officer upon request shall be paid the first one-half (1/2) of the annual uniform allowance upon submitting receipts for legitimate uniform expenses equal to one-half (1/2) of the annual uniform allowance.

Should any such Police Officer terminate from employment with the City in the first six (6) months of employment, the officer shall reimburse the City on a month-to-month proration of said allowance.

### **SECTION 17 - MANAGEMENT RIGHTS**

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and by the City Charter, except as specifically limited, abridged or relinquished by the terms of this Memorandum.

### **SECTION 18 - ENACTMENT**

It is agreed that the foregoing shall be jointly submitted to the City council by the City Administrator and the Association for the City Council's consideration and approval by resolution. Upon such approval, this resolution shall supersede and control over conflicting or inconsistent City resolutions, regulations or policies.

### **SECTION 19 - SAVINGS CLAUSE**

If any provisions of the Memorandum shall be held invalid by operation of law or by court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

### **SECTION 20 - SCOPE OF MEMORANDUM OF UNDERSTANDING**

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein;

provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

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

**SECTION 21 - REOPENING NEGOTIATIONS**

Notice of the Association's desire to reopen negotiations for the purpose of amending or terminating this Agreement shall be given to the City Administrator no later than November 1, 2007.

Should city parcel tax votes fail to pass in March 2004 and November 2004 (i.e., fail to receive the required 2/3 vote), salary increases for the years 2005, 2006 and 2007 will not be placed into effect, and Section 5 of the Agreement will be reopened. The parties will immediately commence meeting and negotiating on the reopened provision.

Should the CPI exceed 7% in calendar years 2006 & 2007, section 5 will reopen.

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

PIEDMONT POLICE OFFICERS ASSN.

CITY OF PIEDMONT

By \_\_\_\_\_  
Gary Shively  
President, P.O.A

By \_\_\_\_\_  
Valerie Matzger  
Mayor

By \_\_\_\_\_  
Daniel Sweeney  
Vice President, P.O.A

By \_\_\_\_\_  
Geoffrey L. Grote  
City Administrator

By \_\_\_\_\_  
Leo Tamisiea, Esq.

By \_\_\_\_\_  
Ann Swift  
City Clerk