

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MILLBRAE
and
MILLBRAE POLICE OFFICERS ASSOCIATION
for the period
January 1, 2006 - December 31, 2007**

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INTRODUCTION

This Memorandum of Understanding is entered into between the City of Millbrae (hereinafter referred to as "City") and the Millbrae Police Officers Association (hereinafter referred to as "Association"). This memorandum of understanding is entered into pursuant to the Meyer-Millias-Brown Act (Government Code Section 3500, et seq.) and has been jointly prepared by the parties.

"Employees" means all workers covered by this agreement whether male or female. The terms and conditions of this memorandum shall continue in full force and effect during the term of this agreement. The parties agree as follows:

I. CITY/EMPLOYEE ORGANIZATION RIGHTS

A. Recognition/Unit Determination/Classes Covered - The Association is recognized as the exclusive representative, as provided in City of Millbrae Employer-Employees Relations Resolution 69-53, for the employee classification of police officer and police sergeant.

B. Employee Organization Rights

1. **Dues Authorization**

- a. The Association may request that regular member dues and insurance premiums be deducted from member employee's paychecks provided, however, that such deductions only be made with the written authorization of the individual employee. The amount of the deducted dues and/or insurance premiums shall be submitted by the City to the officer, banking and/or insurance firm designated in writing by the Association as the person/firm authorized to receive such funds every month. The Association shall notify the City in writing as to the amount of such dues/premiums uniformly required of all Association members.
- b. Authorization, cancellation, modification of dues/premium deductions shall be made upon forms provided and approved by the City. The voluntary payroll deduction authorization will remain in effect until employment with the City is terminated or the employee requests, in writing, that dues/premium deductions be discontinued.
- c. The Association shall defend, save, indemnify, and hold harmless the City and its officers, agents, and employees from any and all liabilities and damages from any cause arising from or connected with and on account of the

dues/premium deductions made on behalf of and received by the Association.

d. All payroll changes connected with the deductions of said employee organization dues and/or insurance premiums shall be made by the thirtieth (30th) day of the month following receipt of a payroll change request. The Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2. **Advance Notice** - Except in case of emergency, the Association, if affected, shall be given written notice of any ordinance, resolution, policy, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council or Millbrae Police Department and shall be given the opportunity to meet and confer with the City representative prior to its adoption. Such written notice shall be addressed to the President of the Association.

3. **Office Space/Bulletin Board/Ballot Box**

a. **Office Space** - The Department will provide office space of approximately 70 square feet at no cost to the Association. This space is subject to change by the Department after prior notification to the Association. The Association shall supply the Department with a key to such office space to allow inspection upon twenty-four hour advance notice to the Association, provided the Association has the opportunity to have a representative present during such inspections; and provided further that in case of an emergency, the Department shall have access without notice.

b. **Bulletin Board** - The Association shall have an exclusive right to a bulletin board specifically designated by the Department. The bulletin board shall be located on the east one-half portion of the existing bulletin board in the squad room, or any other bulletin board mutually acceptable to the Association and the Department.

c. **Ballot Box** - A ballot box for exclusive use by the Association shall be mounted on the west end of the existing lockers located on the south wall of the hallway.

4. **Employee Rights** - Section 3300 of California Government Code is attached as Exhibit "G" for information only, and shall not be subject to the grievance procedure herein.

Nothing contained in this Memorandum of Understanding shall prohibit or deny the Association from meeting and conferring on matters within the scope of representation as provided by law, except as set forth in the preamble herein.

- C. Management Rights - The City Administrator or any person/organization authorized by the City Administrator is the representative of the City of Millbrae in employer/employee relations.
All City rights and functions except those which are expressly abridged or modified by this Agreement shall remain the exclusive right of the City.

II. GENERAL TERMS OF EMPLOYMENT

- A. Equal Employment Opportunity Reference - Discrimination against any person in the delivery of any aspects of City services and programs on the basis of race, religious creed, color, national origin, ancestry, physical and mental disabilities, medical condition, marital status, age, sex, or sexual orientation is prohibited and will not be tolerated. In addition, there shall be no discrimination against any employee because of membership in an employee organization or for participation in legitimate employee organization activities.
- B. Residency, Transfers, Promotion, Special Assignments
1. **Residency** - There will be no residence requirement for Association members.
 2. **Promotional Examinations** - The promotional process shall be conducted and controlled by the City Personnel Office.
Prior to being eligible to take the sergeant's exam, an officer must have two consecutive years of prior service experience in the Millbrae Police Department.
3. **Special Assignments**- An employee may apply for a specialized position after at least one year of service with the Millbrae Police Department and off his or her probationary period. The Chief at his discretion has the authority to assign members who do not meet the above vested period.
- a. **Definition** - An employee may, at the discretion of the Police Chief, be given special assignments for which compensation will be paid at the rates specified below. Said assignments shall not be deemed to constitute a promotion, demotion or disciplinary action and an employee so assigned shall not acquire or accrue any rights in the assigned position except for those specifically provided in this section. Removal from a special assignment shall be subject to the grievance procedure. For special assignments not covered in this section a employee will receive specialty pay of 5% over the base salary of an officer's base salary.

- b. **Field Training Officer** - Duties of the Field Training Officer may include but are not limited to:
- 1) Training new police officers.
 - 2) Assisting with the Police Department's training as directed by Department administration.
 - 3) A differential pay rate of 5% above an officer's base salary, plus any education incentive pay percentage, will be paid to any officer assigned to this position when performing the duties of FTO.

c. **Detective/Juvenile Detective/School Resource Officer Compensation** - A differential pay rate of 10% above an officer's base salary, plus any education incentive pay percentage, will be paid to any officer assigned to the position of Detective, School Resource Officer or any specialized assignment or specialized position created by the Chief of Police or his/her designee, that requires a modified work schedule. Refer to Section III, A, 2 for the calculation which should be used in computing special assignment pay.

d. **Traffic Officer Compensation** - A differential pay rate of 5% above an officer's base salary, plus any education incentive pay percentage, will be paid to any officer assigned to the position of Traffic Officer and upon the completion of a certified motorcycle training course. Refer to Section III, A, 2 for the calculation which should be used in computing special assignment pay.

The five percent differential will be paid all year long, rain or shine. The City will furnish required safety equipment including two (2) pairs of riding breeches.

g. **Tenure**

- 1) Upon selection, the officer appointed, detective, juvenile detective, school resource officer or traffic officer will serve in that capacity for a period of three to five years.
- 2) An officer may, at any time, resign the position without penalty of disciplinary action.
- 3) During the three to five-year tenure, each officer will receive regular performance reports as outlined in

Rule 12.06 of the Personnel Rules and Regulations.

- 4) After the first three years, the officer has the option to apply for an additional two years. Appointment for an additional two years will be made at the discretion of the Police Chief.

C. Seniority, Layoff, Recall - Layoff procedures will follow existing City Personnel Rules and Regulations, except for the following provision.

1. **Seniority for Rehire of Employees** - Whenever a member discontinues his/her employment with the Millbrae Police Department, either through resignation, retirement or transfers between Departments, or termination, that member shall regain no seniority rights in regards to vacation scheduling, shift bidding or layoff position, in the event he/she returns to work for the Millbrae Police Department. This member will lose all his/her seniority rights and will be placed on the bottom position in regards to seniority upon his/her return. Excluded from this section is forced lay-off and transfers.

D. Discipline/Personnel Rules

1. **Discipline** - A grievance is an actual dispute or complaint of a permanent employee(s) in the classified service concerning the interpretation or application of the personnel ordinance, personnel rules, resolutions, ordinances, Department regulations and rules and/or written agreements entered into between the Association and the City.

The grievance procedure for Association employees will follow existing City Personnel Rules and Regulations.

The City shall not take disciplinary action against a unit member for actions occurring more than one year from the date of the disciplinary action; provided, however, that this limitation shall run from the time City Management either knew or reasonably should have known of the events or acts which gave rise to the discipline; and provided further that such limitation should tell if the aforementioned events or acts are part of a pending criminal or civil action against the unit member.

This provision shall not prohibit the City from citing events or actions occurring more than one year prior to the discipline in order to demonstrate a pattern of behavior by the employee.

2. **Personnel Rules** - The City shall meet and confer with the Association on Personnel Rule revisions, which are within the scope of representation. The Personnel Rules and Regulations are attached to this MOU for information purposes only. Such rules and

regulations will be subject to the grievance procedure therein. The City will provide notice and opportunity to bargain any proposed changes in the regulations which are mandatory subjects of bargaining as defined by Government Code S3500 et seq.

E. Shift Bidding - The City will continue in operation with the existing shift bidding policy covered by Millbrae Police Department Policy and Procedure 85-3 (update 2-14-97).

F. Staffing Levels - In order to provide adequate public safety protection for residents and Association employees, there shall be two (2) police officers and one (1) watch commander on duty at all times, except for Fridays and Saturdays, where there shall be three (3) police officers and one (1) watch commander on duty between the hours of 7:00 p.m. and 3:00 a.m. The City agrees not to use detectives to make up the staffing complement in order to avoid overtime costs.

G. Workers Safety - Unit members are required to wear bullet resistant vests while on uniform patrol.

The City will provide all equipment as required by Section 50081 of the Government Code and applicable case law (See Section IV, F, 4a, within this agreement concerning duty weapon provisions.).

III. COMPENSATION AND HOURS OF WORK

A. Wages

1. **Payment** - Salary ranges for represented classifications effective during the term of this Memorandum of Understanding shall be as set forth in Exhibit "A" which is hereinafter incorporated.

Employees occupying one of the classifications covered by this Memorandum of Understanding shall be paid a salary within the range established for that classification. The rates of pay set forth in Exhibit "A" for each classification represent the standard rate of pay for full-time employment, except for overtime compensation and other benefits specifically provided for by this Memorandum of Understanding.

Retroactive to January 1, 2006, an across the board wage increase of 2.75 percent. Effective July 1, 2006, an across the board wage increase of 2.75 percent. Effective January 1, 2007 an across the board wage increase of 2.00 percent. Effective July 1, 2007, an across the board wage increase of 2.00 percent.

2. **Salary Computations** – The salary computation formula which will be used to calculate adjusted monthly pay is as follows:
Monthly Base Salary x 1 + (Incentive Pay Percentage + Special Assignment Pay Percentage, Converted to a Decimal) = Adjusted Monthly Salary.

The salary computation formula which will be used to calculate hourly rates for overtime and holiday pay is as follows:
Adjusted Monthly Salary/2,080 (the number of productive hours in a year) = Hourly Rate.

B. Workday, Overtime, Court Time, Compensatory Time Off

1. **Workday**

a. Schedules

1. **Eight (8) Hour Schedule** - A work schedule based upon an eight (8) hour work day for personnel who have been injured, placed on restricted duty, scheduled for training, special or light duty assignments, or specific details. At the Police Chief's discretion, light duty Police Officers, and Officer's on Administrative Leave may be assigned to the eight-hour schedule or special assignments and positions.

i. Personnel working the eight hour schedule will have one fifteen (15) minute break at the quarter-point of each shift and forty-five (45) minute dinner break at the mid-point of the shift, provided that the efficient operation of the Police Department is not impaired.

2. **Ten (10) Hour Schedule** – A work schedule based upon a ten (10) hour work day for sworn, non-uniform personnel assigned to the Services Division. This schedule will consist of four (4) consecutive ten (10) hour days during a seven (7) day workweek cycle. At the Police Chief's discretion, light duty Police Officers, and Officer's on Administrative Leave may be assigned to the ten-hour schedule or special assignments and positions.

i. Personnel working the ten-hour schedule will have a fifteen minute break at the quarter point of each shift, a forty minute meal break at the mid point of the shift, and another fifteen minute break at the three quarter point of the shift.

3. **Twelve (12) Hour Schedule** – A work schedule based upon a twelve-hour work day for sworn, uniformed personnel assigned to a team within the patrol division. This schedule will consist of a fourteen day work cycle with a "work four days, off three days, work three days, off four days" work schedule cycle. At the Police Chief's discretion, light duty Police Officers, and Officer's on Administrative Leave may be assigned to the twelve-hour schedule or special assignments and positions.

i. Personnel working the twelve-hour schedule will have a fifteen minute break at the quarter point of the shift, a sixty minute meal break at the mid point of the shift, and another fifteen minute break at the three quarter point of the shift.

ii. Flex-time – since the twelve-hour schedule consists of eighty-four hour work hours during each fourteen day cycle, each employee accrues four point three

six (4.36) hours of "Flex Time" every two weeks. Flex-time is an alternative to using a traditional work week starting at 8:00 a.m. and ending at 5:00 p.m. This includes a compressed work week in which an employee works a full-time job in less than five working days (i.e. 3/12 schedule). Effective 2/1/06 the MPOA has agreed to convert the 4.36 flex/comp time accrued every two weeks to 5% percent in salary for officer's assigned to the twelve-hour work schedule.

b. **Briefing Period** – The briefing period shall be considered as part of the standard workday of twelve (12) hours.

c. **Prolonged Workday** – No individual police officer shall be permitted to work more than eighteen consecutive hours without a minimum of ten hours off. The only exception to this condition may be extenuating circumstances due to court appearances, disasters or other emergencies, which require prolonged working hours for personnel.

d. **Overtime** – Time worked in excess of the individuals regularly scheduled shift will be paid at time and one-half of the employee's hourly salary.

e. **Change to an Eight (8) Hour Schedule** – Personnel normally assigned to either a ten or twelve hour schedule may be reassigned to an eight hour schedule if they are injured or if they are scheduled for training, special or light duty assignments, Administrative Leave or specific details.

f. **Vacations** - Vacations will be selected by team. The sergeant will have the first selection of vacation, then the remaining member of each team will select vacation according to department seniority. Only one team member at a time is permitted to take week-long blocks of vacation.

g. **Minimum Time Off** – Personnel must have a minimum of eight consecutive hours off duty between regularly scheduled shifts. The only exception to this condition may be extenuating circumstances due to disasters or other emergencies, which require prolonged working hours for personnel.

h. **Team Assignments** Traffic officers may be assigned to the day teams. Canine handlers may be assigned to the night teams. Issues such as late calls and reports, watch coverage, comp time and flex-time off, shift exchanges, meal relief and breaks will be handled at the direction and discretion of the team sergeant or the acting watch commander in the sergeant's absence.

j. When an employee working a twelve-hour shift schedule is assigned to attend a forty-hour training class, the employee's work schedule and compensation will be as follows:

1. If the employee is scheduled for a thirty-six hour work week, the employee will not submit a request for overtime compensation provided the training and associated travel time does not exceed forty (40) hours.

2. The employee is scheduled for a forty-eight hour workweek; the employee will not be charged time provided the training and associated travel time does not fall below forty-four (44) hours.

3. The intent of this section is to provide for a reasonable balance between compensation owed to an employee and work owed to the City when an employee on the twelve-hour shift schedule is sent for training. This standard may also be applied to training classes, which vary for forty (40) hours.

2. Overtime

a. **Definition** - Overtime is authorized time worked in excess of the scheduled standard work day. Overtime shall be compensated at one and one-half (1 1/2) times the regular rate for all hours worked in excess of the scheduled work day. Payment for overtime shall not be made unless such overtime has first been authorized by the Police Chief or his/her designee.

Compensation time off at time and one-half (1 1/2) times hours actually worked may be taken in lieu of paid overtime, subject to the approval of the Police Chief or his/her designee.

b. **Calculation** - For purposes of overtime definition for hours worked, time will be accrued according to the Department's existing practice of fifteen (15) minute increments, unless the law requires increments of a lesser amount.

c. **Change in Work Schedule** - The City will not change a unit member's regular work schedule solely for the purpose of avoiding overtime. All hours worked on a shift change with less than two (2) days notice will be paid at one and one half (1 1/2) times regular rate for the hours of the shift which were actually changed. All employees who are required to work with less than eight (8) hours of off duty between shifts will receive a two (2) hour overtime bonus. The only exception to this condition may be extenuating circumstances due to disasters or other emergencies which require prolonged working hours for personnel. Court appearances, meetings, and other similar activities are not part of the regularly scheduled shift.

3. **Court Time** - When subpoenaed for court, all employees will be guaranteed three (3) hours minimum pay at the rate of one and one-half times the employee's regular straight time rate of pay, unless it is the employee's regularly scheduled day off, when the rate of compensation will be based on four (4) hours minimum pay. If however, more than three (or, as appropriate, four) hours are needed, then all the court time hours will be at the rate of one and one-half times the employee's regular straight time rate of pay. The minimum guaranteed hours shall apply to all court time that starts outside of the member's work hours.

4. **Call Back** - When an off-duty employee who has completed his/her regularly assigned shift is called back to work or into the "field" on police related matter or in response to the Police Department, he shall be paid a three (3) hour minimum

at the rate of one and one-half (1 1/2) times the employee's regular straight time rate of pay. This includes mandatory shooting range appearances.

5. Compensatory Time/Shift Exchange - All employees will be allowed to accumulate up to 280 hours of compensatory time. Unit members will provide the Chief with at least five (5) days advance notice prior to any request for shift exchange and at least three (3) days advance notice prior to any request for use of compensatory time. This said three (3) days notice may be waived by the Chief or his/her designee. It is agreed that if an employee reaches the 280 hours cap the accumulation of comp time will cease and immediately converted into pay.

C. Payroll Periods and Paydays

1. Paydays - Payday shall be the 2nd and 17th of each month. In the event that this day falls on a weekend or holiday, payday will be the preceding workday. Paychecks for employees who start their shift after 6:00 p.m. on a designated payday will be made available on the last working day prior to payday, at the beginning of the shift.

Comment [JA1]: Jeff can you please change this with language for every other Friday

2. Payroll Periods An employee shall receive, upon his/her written request, his/her pay on his/her last working day prior to going on vacation when the payday falls within his/her vacation period, provided that such written request is submitted three (3) weeks prior to the first day of the employees' scheduled vacation. The said paycheck shall only include base and incentive pay. The provision for advance paychecks shall not apply to vacations scheduled during the first half of January and the first two weeks of July.

D. Advancement/Probation - No employee, while on probation, will be given, or allowed to compete for the special assignments of field training officer, detective, traffic officer, juvenile detective, school resource officer, canine handler, or Corporal or any other specialized position/assignment. It is understood that under special circumstances the Chief at his discretion has the authority to assign members who do not meet the above vested period

E. Special Pay

1. Education Incentive Compensation Program - The purpose of the City's education incentive compensation program is to encourage sworn police personnel to increase skills through participation in job-related college level courses.

2. Payment - The education incentive program permits an additional monthly salary increment percentage above the defined base salary for employees represented by the Association. The method for calculating adjusted monthly salary for eligible employees is indicated in Section III, A, 2. This additional monthly percentage will be applied in the following manner:

For employees hired after January 1, 1990 and prior to July 1, 2005:

2 1/2% - After two years of service and 45 semester units.

5% - After three years of service and 60 semester units.

7 1/2% - After four years of service, possession of an Associate of Arts degree and a POST Intermediate certification.

10% - After five years of service and possession of a bachelor's degree OR after five years of service, possession of an Associate of Arts degree plus 30 upper division semester units and a POST Intermediate Certificate OR after five years of service, possession of an Associate of Arts degree and a POST Advanced Certificate.

Comment [JA2]: I added the July 1st 2005 .

For employees hired prior to July 1, 1998, and not availing themselves of the above educational program.

:

2 1/2% - A POST Intermediate Certificate.

5% - A POST Advanced Certificate.

For employees hired after July 1st, 2005 and not availing themselves to any of the above two educational programs:

Comment [JA3]: I added this for new employees and Sergeants.

2 ½% For possession of a AA or AS degree from the first day of hire with the Millbrae Police Department.

5% For possession of a BA or BS degree from the first day of hire with the Millbrae Police Department. This section will apply to Sergeants who hold one of the four above degrees effective 1/1/06.

3. General Qualifications

a. In order for a course to be credited towards the above prescribed number of units, it must be included in job-related AA, BA, BS, AS, or Master's program offered by an accredited college or university. A minimum of job-related courses must be taken as follows:

1) To receive incentive pay increase for thirty (30) college-level units, fifteen of those units must be full semester job-related courses.

2) To receive incentive pay for forty-five (45) college level units, eighteen (18) of those units must be full semester job-related courses.

3) To receive incentive pay for sixty (60) college level units, twenty-one (21) of those units must be full semester, job related courses.

b. Police Chief shall determine whether the employee's academic program is job-related and therefore eligible under

this plan. Verification of the academic program must be in the form of a program certified by the college or university, or as contained in a catalogue from the college or university attended.

c. A maximum of twelve (12) units of short courses may be accepted, provided there is approval by the Police Chief.

d. An employee, while continuing his/her education, is encouraged to consult with the Police Chief before enrolling in a program and/or course.

e. Accumulated course work which has been completed before and during employment with the Millbrae Police Department but prior to the effective date of the Education Incentive Plan (July 1, 1974) will be credited to the plan with the approval of the Police Chief.

f. Proof of participation, achievement and eligibility for salary increases shall be submitted in the form of:

- 1) Semester grade cards.
- 2) Official college transcripts.
- 3) Accredited College Degree

g. Only those college level courses in which the employee achieved a grade of "C" or better and which have been approved by the Police Chief will be credited to the plan.

h. Any short courses, presented through the Community Service Program that are job-related and for which a grade is given will be credited to an employee only if the employee achieves a grade of "C" or better. Any eligible courses for which no letter grades are given will be credited to an employee only if the employee achieves a "pass" for such course.

i. When the employee believes he/she has met the requirements for a salary increase under the Educational Incentive Plan, he/she shall submit a request for Educational Incentive Compensation on the Educational Incentive Compensation form. The Police Chief shall certify the request. If the Police Chief concludes that the employee's request is not supported by the appropriate course work, the employee shall be notified immediately. If the employee has met the requirements for additional compensation, the Police Chief will immediately notify the payroll department. Requests submitted and certified ten (10) days prior to payday shall be compensated on that paycheck. Disputes regarding certification shall be classified as grievances and handled through the grievance procedure.

4. Current Practice - It is understood and agreed that except as provided above, the policies and practices regarding Educational Incentive pay which are currently in effect are in no way altered or changed by this Agreement and remain in full force and effect.

IV. BENEFITS

A. Insured Benefits

1. Health Plan - The Police Officers' Association has agreed to the implementation of a Section 125 Flexible Spending Account.

Employees have the alternative of opting out of medical coverage should they have dual medical coverage. They will receive an amount similar to 50% of the premium previously paid by the City. The City's health plan provider for unit members is PERS Health. Retroactive to January 1, 2006 the insured benefit cap rates under the PERS Health Plan are:

Dependent(s) Cap Amount

Single Rate \$259.21 per month

Two Party Rate \$518.42 per month

Family Rate \$673.95 per month

Comment [JA4]: Jeff you will need to add the new dollar figures.

The employer will contribute the Sixteen Dollars (\$16.00) minimum employer contribution from the amounts indicated above.

2. Dental Plan – Retroactive to January 1, 2003, the City's contribution to the dental plan will be Ninety-Eight Dollars and Thirty Cents (\$98.30) per month. The two plan choices are Delta Dental or the City of Millbrae Dental Reimbursement.

Comment [JA5]: Jeff: we have to change this language for the City of Millbrae Dental coverage and premiums with August as the switchover .

3. Vision Plan – Retroactive to January 1, 2003, the City's contribution to the vision plan will be Thirty-Three Dollars and Eighty-Two Cents (\$33.82) per month. Employees will have the option of having the City contribute an equal amount into the employee's Flexible Spending Account (Section 125) in lieu of having Vision Service Plan (VSP) insurance coverage.

Comment [JA6]: Jeff: I don't have the figures for this either.

4. Pension - The City shall maintain all provisions of the State Public Employee's Retirement System (PERS) in effect at the time of the adoption of this memorandum of understanding. During the term of this memorandum of understanding, the City shall pay the full cost of the employee's contribution to PERS for all employees hired after May 31, 1989 (9% at the time of the execution of this contract). Employees hired prior to May 31, 1989 had the option of converting this 9% contribution to their salary at the rate of 7.01% and making their own PERS contributions from that time forward. Members who converted under this program have the option of exercising tax deferments under IRS Policy 414H(2), if available.

PERS retirement benefits shall be based upon the highest paid year of employment as that plan is defined by PERS (currently defined as 2% at age 50). Effective January 1, 2006, the 3% at 55 PERS retirement benefit formula will be implemented for all sworn personnel classified as and holding the job title of "police officer"/Sergeant

Comment [JA7]: Added Sergeant

5. Retiree Medical

Comment [JA8]: I suggest we leave this as it is until we agree on the medical on retirement and medical on disability retirement. We can then do a side letter that covers these two sections.

The City will contribute through direct payment from the City to a retired employee a portion of the PERS Health medical premium based upon meeting all of the following conditions:

- the retired employee must meet the requirements to participate in the PERS Health retirement program as specified by PERS.
- If an employee does not elect to participate in the PERS Health program for retired employees, the retired employee will not be eligible for this benefit.
- The employee meets the following credited year of service requirements with the Millbrae Police Department:

<u>Years of Millbrae Service</u>	<u>% Amount of Contribution</u>
15	75
16	80
17	85
18	90
19	95
20+	100

1. These vesting requirements do not apply to employees who retire through an industrial disability retirement to be eligible to receive 100 percent of the City's retiree medical contribution as indicated in this agreement.

2. Employees hired as a full-time regular Police Officer with the Millbrae Police Department prior to January 1, 1985 are eligible to receive 100 percent of the City's retiree medical contribution as indicated in this agreement.

- Effective January 1, 2003, the City will contribute up to \$100.00 per month to each eligible retiree for reimbursement of medical insurance premiums. .
- If the retired employee discontinued the PERS Health benefit, the retired employee would never be eligible for this benefit in the future.
- This policy only applies to employees that were full-time regular Police Officers on or after the effective date of July 1, 1998.

B. Holidays

1. **Set Holidays** - The following are authorized holidays for members of this employee organization:

<u>Event</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February

Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

Three floating holidays and every day proclaimed by the President of the United States, Governor of California, or City Council of the City as a public holiday, at the rate of eight (8) hours per holiday.

Unit members in paid status on July 1st of their first year of employment shall be entitled to three (3) floating holidays per year. Unit members employed after July 1st shall be entitled to two (2) floating holidays until the end of the calendar year. Thereafter, each employee shall be entitled to three (3) floating holidays for each fiscal year.

2. **Method of Payment** - In lieu of holiday benefits, each employee shall receive compensation in the amount of straight-time his/her regular pay, calculated on the basis of an eight hour period per holiday, whether the employee is on or off duty. Such amount shall be paid twice a year, six (6) holidays paid on December 2nd and seven (7) holidays paid on June 2nd.

Comment [JA9]: Jeff change these dates to state on the first payroll for the month of December and June.

3. **Separation from Service** - Employees who are laid off or whose service with the City is terminated prior to December 2nd or June 2nd shall have their holiday compensation prorated to the date of separation.

Comment [JA10]: Same as above.

C. Vacation

1. **Vacation Allowance** - Vacation shall be accrued in accordance with the following:

<u>Length of Service</u>	<u>Vacation Earned</u>
1 - 5 years	96 hours
6 - 10 years	120 hours
11 - 15 years	144 hours
16+ years	8 hours for each additional year to a maximum 160 hours.

Regular full-time employees shall not be permitted to use vacation leave until they have completed an initial six (6) months of employment at which time they shall be entitled to use forty-eight (48) hours of vacation leave.

Comment [JA11]: Or unless permitted to do so by the Chief or his or her designee.

2. **Vacation Pay Upon Termination** - Upon his/her written request, an employee may, upon request, be paid in a lump sum for all unused vacation leave, including pro rata accrual for less than one (1) full year of service, accrued in accordance with the provisions of this Section prior to the date of termination. No

payment shall be made for unused vacation leave contrary to the City's Personnel Rules and Regulations.

3. Accumulation of Vacation Time - All employees shall be entitled to accumulate two hundred eighty (280) hours of vacation time to be used in a later year. The granting of any accumulation of vacation time in excess of the two hundred hours to which an

employee is entitled by this provision is within the discretion of the City Administrator/Personnel Officer.

4. Use of Vacation Time - Unit members will sign up for vacation in accordance with the written shift bidding policy stated in Section II, E. Non-probationary unit members may schedule and use vacation in advance of accumulation, subject to the Police Department's approval according to the practices in existence at the time of this agreement. However, upon separation of such employees from the City, the Finance Department may withhold from the final paycheck the amount of vacation advanced in excess of that which was actually earned.

D. Sick Leave/Related Use of Sick Leave

1. **Sick Leave** - Sick leave with pay shall be earned at the rate eight (8) hours for 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 case of actual sickness or disability or in cases of necessity. There shall be no limit as to the number of sick days that can be accumulated.

In order to receive compensation while absent on sick leave, the employee shall notify the on-duty supervisor, if possible, prior to beginning his/her daily duties but, in any event, no later than two (2) hours after the time set for beginning his/her daily duties. When the absence is for more than two work days, the employee shall file a physician's certificate or a City provided personal affidavit form with the Personnel Office stating the cause of the absence.

2. **Family Illness Leave** - Employees having available sick leave to their credit may draw upon such sick leave when any emergency crisis occurs due to the illness of a member in the employee's immediate family. Immediate family is defined to include spouse, son or daughter, mother or father, brothers or sisters, grandparents, and/or grandchildren, whether by marriage, blood, or legal adoption/custody.

3. **Bereavement Leave** - In the event of the death of a member of an employee's immediate family, as previously defined, the employee shall be granted bereavement leave up to three days. With the

consent of the department head, additional bereavement leave chargeable against accumulated sick leave may be granted beyond the three days mentioned above. If the death requires travel outside the state, an additional two days bereavement leave chargeable against accumulated sick leave may be utilized by the employee. The amount of sick leave credit allowed in any one instance shall be no more than is necessary for such attendance and travel.

4. Sick Leave Conversion Program - Employees who accumulate 100 hours of sick leave by January 1st of each calendar year may convert eight hours of accrued sick leave to "personal leave" for use during the same calendar year. For every 50 hour increment of sick leave accumulated in excess of 100 hours in a calendar year, an employee may convert an additional four hours of accrued sick leave to "personal leave" for a maximum conversion of 40 hours during the calendar year. Sick leave increments converted to personal leave shall be deducted from the employee's accumulated sick leave. Employees shall have thirty days from each January 1st to make their conversion selections.

5. Accumulated Sick Leave Payoff - Upon termination of service with the City by reason of retirement under the City's retirement program, excluding deferred retirement, death or abolishment of position without subsequent offer of employment in a new position, employees having unused accumulated sick leave shall be paid compensation therefore equivalent to:

- a. 25% of their daily wage rate for those days greater than 50 but less than 100.
- b. 50% of their daily wage rate for 100 days or greater but less than 150 days.
- c. 75% of their daily wage rate for 150 days or greater but less than 200 days.
- d. 100% of their daily wage rate for 200 days and greater.

E. Leaves of Absence

1. Military Leave - Military Leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the City Administrator/Personnel Officer an opportunity within the limits of military regulations to determine when such leave shall be taken.

Comment [JA12]: One time six month military leave needs to be added in this section.

2. Jury Duty Leave - Employees summoned for jury duty shall be granted such leave of absence as is necessary to serve jury duty,

as provided herein. An employee summoned for jury duty shall inform his/her manager or supervisor promptly upon receipt of a jury summons so that the City may, in cases where jury duty leave would impose a hardship, take steps to have the jury service postponed or excused. An employee selected for service on a jury who is expected to sit for more than two weeks shall notify his/her manager or supervisor promptly upon such selection. Employees on jury duty shall be paid by the City on regular paydays. Jury duty pay, if received by the employee, shall be promptly turned over to the City. This section does not prohibit an Association member from having his/her meals and/or related parking expenses reimbursed.

An employee on jury duty who is excused from such duty for a day (or days) or for a period of four or more hours on any regular workday shall report to work unless excused in advance by his/her manager or supervisor. Failure to so report will be considered grounds for discipline.

3. **Maternity Leave** - Maternity leave shall be granted in accordance with applicable State and Federal laws.

4. **Personal Leave** - The City Administrator/Personnel Officer may grant a permanent employee a leave of absence, without pay or benefits, not to exceed one year. Request for such leave shall be in writing and shall be approved by the City Administrator/Personnel Officer in writing.

F. Clothing Allowances

1. **Uniform Benefit** - The City agrees to pay an annual uniform maintenance allowance of Seven Hundred Twenty-Five (\$825) dollars effective July 1, 2006 and (\$925) dollars effective July 1, 2007.

The City does not provide members with "car duty" jackets or jumpsuits, which are to be purchased by each member from the uniform maintenance allowance. The City will continue to provide patches and chevrons, provided that the replacement of such items is approved in advance by the Police Chief or his/her designee.

Comment [JA13]: I added the \$100.00 increase.

2. **Payment** - Uniform allowance shall be paid by separate checks with one-half paid on the first payroll in December and on the first June of each year.

Comment [JA14]: Ralph, We need to add the \$1,000.00 for new employees and no uniform allowance until the 13th month of employment with the City.

3. **New Uniforms** - In the event the City elects to change or modify the existing uniforms, the City shall pay the initial replacement cost and shall meet and confer regarding such changes and replacement costs.

4. **Repair/Replacement of Personal Items** - The Department will repair or replace personal property per item of any unit member

which is lost or damaged in the line of duty, subject to the following limitations:

- a. The personal property shall include the following:
 - 1) Uniform - hat, jacket, shirt, tie, pants, socks, shoes, and gloves
 - 2) Equipment – Leather gear, uniform belt, utility belt, duty weapon, holster, handcuffs, handcuff case, speed loaders, speed loader case, firearm clips or magazines, clip or magazine holders, ammunition case, key case, helmets, riot gear, gas mask, baton, ASP, cameras, flashlights, and any other approved duty equipment.
 - 3) Rain Gear – jacket, pants, boots
 - 4) Jumpsuit
 - 5) Jewelry – watch, tie bar, tie tack, tie chain
 - 6) Eyeglasses, contact lenses, and sunglasses.
 - 7) Plain clothes Personnel – suit, sports jacket, shirt, tie, tie tack, tie bar, tie chain, pants, belt, socks, and shoes

b. The loss or damage shall not be due to the unit member's negligence.

c. The above provision excludes damage due to normal wear, any reimbursement provided by court order or statute, and any damage or loss valued in excess of \$250 per item, except for firearms.

V. MISCELLANEOUS PROVISIONS

A. Severability - In the event that any provision of the Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void. Such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect provided, however, in the event the State or Federal law prevents the City from granting any benefits specified in this agreement, the parties shall meet and confer on the subject of providing other benefits to compensate for the loss of such benefits.

B. Entire Agreement Clause - This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Although nothing in this agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement, it is understood and agreed that neither party may require the other party to meet and confer on any subject covered herein or with respect to any other matter within the scope of representation, whether contemplated or not, during the

course of these negotiations.

C. Waivers of Contract - Any and all prior or existing memoranda of understanding are hereby superseded and terminated in their entirety.

D. Duration - This Memorandum of Understanding, shall remain in effect for the period from January 1, 2003 up to and including December 31, 2003.

E. Drug-Free Workplace/Physical Fitness Statement

1. **Drug-Free Workplace Policy** - It is the policy of the City of Millbrae to maintain a drug-free workplace. This policy is a condition of employment and violation shall result in discipline up to and including termination.

2. **Physical Fitness Statement** - All employees in classifications represented by the Association shall maintain good physical condition so that they can handle the strenuous physical contacts often required during the course of their employment.

F. General Provisions Regarding the Americans with Disabilities Act (ADA)

1. Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City of Millbrae 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.

2. The Millbrae Police Officers' Association recognizes that the City of Millbrae has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Millbrae Police Officers' Association will be notified of these proposed accommodations prior to implementation by the City of Millbrae.

3. 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.

G. Family Care Leave

1. A family care leave policy is pursuant to Federal and State law.

H. Catastrophic Leave

The City agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Time Bank will allow other bargaining unit employees to donate time to the affected employee so that he/she can remain in a paid status for a longer

period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

1. Eligibility - To be eligible for this benefit, the receiving employee must:

- a. Be a regular full-time employee who has passed his/her initial City probationary period,
- b. Have sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician,
- c. Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off,
- d. Be unable to return to work for at least thirty (30) days, and
- e. Have applied for a Leave of Absence Without Pay for medical reasons.

2. Benefits - Accrued vacation and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave, holiday, and vacation accrual. The total leave credits received by an employee will not normally exceed three (3) months. However, if approved by the Department Head and the City Administrator or designee the total leave credits may be extended on a case-by-case basis.

3. Guidelines For Donating Leave Credits To The Time Bank

- a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed his/her initial City probationary period.
- b. Time donated will be converted from vacation to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three months. However, if approved by the Department Head, the City Administrator or designee may approve an extension to six (6) months total time.
- d. Initial leave time donations must be a minimum of eight (8) hours and thereafter, in four (4) hour increments. An employee cannot donate leave hours which would reduce his/her vacation balance to less than forty (40) hours.

- e. The use of donated leave hours will be in consecutive one shift increments (i.e. eight (8) hours for a full-time employee working five (5) eight (8) hour days/week).
- f. While an employee is on leave using donated leave hours, no vacation, holiday or sick leave hours will accrue.
- g. Under all circumstances, time donations received by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee as sick leave until that employee's separation from City service.
- h. Payment for unused sick leave at the time of termination of employment, shall be in accordance with the Memorandum of Understanding.
- i. In accordance with IRS Ruling 90-29, leave transferred under such arrangements will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donated leave incurs no deductible expense or loss either upon the donation or use by the recipient.

I. **Tobacco Use** - Use of tobacco products including but not limited to cigarettes, cigars, pipes and chewing tobacco, in any Facility including police vehicles is prohibited.

J. **In car video system** – police officers will use the in-car video system as outlined by Police Department Policies & Procedures. A key component of this policy shall include the following stipulation:

“The mobile video equipment is automatically activated when the patrol car’s emergency lights are activated and recording is mandatory whenever driving Code 3. The system may also be activated by pressing the record button. Once the recording is activated, it shall remain on until the incident reaches a conclusion.”

Jeff and Ralph,

The only thing not in here is the cell phone allowance; the Kaiser family rate premiums for the life of the contract, the management leave conversion that has taken place already for the Sergeants and the vacation buyout for the Sergeants. I think we agreed upon one forced buyout in June of 2006 and then optional to whom ever wants it even if they are under the 280 cap.

MILLBRAE POLICE OFFICERS CITY OF MILLBRAE

Name/Date Name/Date

Name/Date Name/Date