

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SAN PABLO

AND

THE SAN PABLO POLICE EMPLOYEES' ASSOCIATION

JANUARY 1, 2001 THROUGH DECEMBER 31, 2004

TABLE OF CONTENTS

SECTION	PAGE
SECTION 1. RECOGNITION	5
SECTION 2. ASSOCIATION AND EMPLOYEE RIGHTS	5
2.1 No Discrimination	5
2.2 The Association and Employee Rights Include:	5
SECTION 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES	7
3.2 Americans with Disabilities Act	7
SECTION 4. SALARIES	8
4.1 Paydays	8
4.2 Salaries	8
4.3 Differential Compensation	8
4.4 Compensation When Acting Out of Classification	9
4.5 Overtime for Training	10
4.6 Call to Duty and/or Court Time	10
SECTION 5. EDUCATION INCENTIVE PROGRAM	11
5.1. Education Incentive Program for Sworn and Non-Sworn Employees ..	11
5.2. Degree Program for Sworn Officers	11
SECTION 6. HOURS OF WORK OVERTIME AND COMPENSATORY TIME	12
6.1 Definition - Workday, Week and Overtime	12
6.2 Hours of Work for Non-Sworn Employees	13
6.3 Meal Breaks for Sworn Officers	13
6.4 Administrative Leave	14
6.5 Compensatory Time	14
SECTION 7. SHIFT ASSIGNMENT	14
SECTION 8. DAYS OF WORK AND DAYS OFF ASSIGNMENT	15
SECTION 9. RETIREMENT	16
SECTION 10. HEALTH AND WELFARE	18
10.1 Medical and Dental Insurance	18
10.2 Vision Care Contribution	19
10.3 Life Insurance and Dependent Life Insurance	19

10.4	Long Term Disability Insurance	19
10.5	Employee Assistance Program	19
10.6	Cafeteria Plan	19
SECTION 11. SICK LEAVE		20
11.1	Accrual	20
11.2	Usage	20
11.3	Sick Leave Incentive	21
11.4	Sick Leave Sharing Plan for Catastrophic Illness or Injury	22
SECTION 12. VACATIONS		22
12.1	Definition	22
12.2	Use of Vacations	24
SECTION 13. HOLIDAYS		25
13.1	Holidays Observed	25
13.2	Rate of Pay	26
SECTION 14. BEREAVEMENT LEAVE		26
SECTION 15. FAMILY CARE LEAVE/PREGNANCY LEAVE		26
SECTION 16. CLOTHING ALLOWANCE		26
SECTION 17. UNIFORMS		27
SECTION 18. CONSULTATION MEETINGS		27
SECTION 19. DEMOTION IN LIEU OF LAYOFF		28
SECTION 20. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ...		28
SECTION 21. PROMOTION REQUIREMENTS		28
SECTION 22. RETENTION INCENTIVE		29
22.1	Degree	29
22.2	Longevity	30
22.3	Bi-lingual Incentive	30
22.4	Master Police Officer and Sergeant Program	30
22.5	POST Certificate Competency Pay	32
22.6	Total Cap	33
SECTION 23. PROMOTION		33
SECTION 24. PROBATIONARY PERIOD		33

SECTION 25. LIGHT DUTY	33
SECTION 26. CONTINUATION OF PREVIOUS CONDITIONS	33
SECTION 27. NEW CLASSIFICATIONS	33
SECTION 28. CONTENT, TERMS AND RECOMMENDATIONS	34
SECTION 29. TERM OF AGREEMENT	34
SECTION 30. SIGNATURES	35

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

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the representation unit and have freely exchanged information, opinions and proposals and have endeavored to reach 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 January 1, 2001 and ending December 31, 2004.

SECTION 1. RECOGNITION

The San Pablo Police Employees' Association is the recognized employee association for the following full time classifications:

- Police Commander (Sworn)
- Police Sergeant (Sworn)
- Police Officer (Sworn)
- Police Officer Trainee (Sworn)
- Police Research and Training Coordinator (Non-Sworn)
- Police Services Support Supervisor (Non-Sworn)
- Administrative Analyst (Non-Sworn)
- Crime Prevention Coordinator (Non-Sworn)
- Police Services Assistant (Non-Sworn)
- Police Services Technician (Non-Sworn)
- Police Administrative Secretary (Non-Sworn)
- Police Senior Administrative Clerk (Non-Sworn)
- Police Administrative Clerk (Non-Sworn)

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.

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 Ordinance, Rule,

Resolution or Regulation directly relating to matters within the scope of representation.

- (c) The City agrees that four designated Employee representatives of the Association are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with Management representatives on matters of employer-employee relations or when engaged in activities the parties mutually agree are in the shared interest of more harmonious relations on matters within the scope of representation. Reasonable is defined as not to exceed six (6) hours per representative per month, unless additional time is mutually agreed upon. The above is exclusive of negotiation time.
- (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) The City Council or its designated representatives making copies of their Agenda and related materials available.
- (h) 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.
- (i) There shall be no discrimination because of race, creed, color, national origin, sex or legitimate Association activities, against any employee or applicant for employment by the City or anyone employed by the City 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 handicapped person solely because of such handicap.
- (j) It is hereby acknowledged that 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 San Pablo Police Employees' Association expressly waives any right to meet and confer in such situations.

The San Pablo Police Employees' Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The San Pablo Polices Employees' 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 San Pablo Police Employees' Association with written notice of its intent to disregard the provision, and will allow the San Pablo Police Employees' Association the

opportunity to discuss options to disregarding the Agreement.

SECTION 4. SALARIES

4.1 Paydays

The City shall pay all employees on the fifteenth (15th) and last day 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:

A salary increase every July 1st for the term of the contract in accordance with the increase in the Consumer Price Index (CPI-W) for the San Francisco Bay Area as of April of each year. Such employee salary increases shall not be less than three percent (3%) nor more than five percent (5%).

All positions listed herein shall receive a salary range adjustment of 2.5% on January 1, 2001 and January 1, 2004.

4.3 Differential Compensation

Any employee assigned by the Chief of Police to the below listed positions may be assigned to another assignment without the right of appeal - unless such assignment is for disciplinary reason or for unsatisfactory work performance. There shall be a five percent (5%) cap on differential compensation assignments of any one employee except for shift differential and detective pay.

(a) Non-Sworn Employees

Non-sworn employees shall receive an additional five percent (5%) of salary, at that employee's basic hourly rate, for the period in which the employee is assigned to train another employee by the Division Commander.

(b) Field Training Officer or Sergeant

Sworn Police Officers or Sergeants assigned by the Chief of Police during actual Officer training, and serving in the capacity of Field Training Officer or Sergeant, shall receive an additional five percent (5%) of salary, at that employee's basic hourly rate.

(c) D.U.I./Traffic Officer/Commercial Enforcement

Sworn members of the Police Department assigned by the Chief of Police and serving in the capacity of D.U.I. Traffic Officer shall receive an additional five percent (5%) of salary, at that employee's basic hourly rate. Said pay will only be received when employee is performing the assignment.

(d) **Canine Officer**

Employees assigned by the Chief of Police to function as Canine Units shall receive an additional five percent (5%) of salary at the employee's basic hourly rate, during the period of such assignment.

Employees assigned by the Chief of Police to function as supervisor for the Canine Units shall receive an additional five percent (5%) of salary at the employee's basic hourly rate, during the period of such assignment.

(e) **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.

(f) **Detectives**

Effective January 1, 1998, Officers and/or Sergeants assigned as Detectives, and subject to call out, shall receive an additional seven percent (7%) of salary, at the employee's basic hourly rate.

(g) **Supervisor-Services Unit**

Employees assigned by the Chief of Police to function as supervisor for the Services Unit shall receive an additional 5% of salary at employee's basic hourly rate, during the period of such assignment.

(h) **Other Specialized Positions**

Any other assignment requiring specialized training or expertise beyond that of regularly assigned duties can upon recommendation by the Chief of Police, and with concurrence from the City Manager, be compensated at an additional 5% of salary at the employee's basic hourly rate, during the period of such assignment.

(i) **Defensive Tactic Instructor**

Employees assigned by the Chief of Police to function as a Defensive Tactic Instructor, shall receive an additional 5% of salary at employee's basic hourly rate, while acting in that capacity.

4.4 Compensation When Acting Out of Classification

Upon specific assignment by the Chief of Police or a designee, an employee may be assigned to perform the duties of a job classification for which the rate of pay is greater than the employee's regular rate of pay (e.g. supervisor, investigator, etc.). Employees so assigned shall receive an additional five percent (5%) of salary, at that employee's basic hourly rate, for all hours worked in such assignment, effective the first day of the assignment.

Any temporary assignment, longer than 30 days shall receive the basic rate of the position assigned.

4.5 Overtime for Training

- (a) Employees represented by the Association who are required to attend training sessions on a day off shall receive overtime at one and one-half (1-1/2) times the regular hourly rate or compensatory time off at the rate of one and one-half times all time spent.
- (b) Employees represented by the Association who are required to attend training sessions on a work day, and such training is not part of their regularly scheduled shift, shall receive overtime pay or compensatory time off at the rate of one and one-half times all time spent.
- (c) Employees participating in courses of their own individual selection and by their own decision, during non-working hours, shall not be compensated.

4.6 Call to Duty and/or Court Time

Employees represented by the Association who are called 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 straight time.

Employees who are called back on duty or subpoenaed to court about events arising out of their employment off shift, on a duty day, 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 at straight time, except that there shall be no minimum compensation guarantee in the event that such testimony or other duty is contiguous (for purpose of this agreement, contiguous is the two-hour period preceding or following a scheduled shift) to the employee's regular duty shift. 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 appearance, prior to responding to court, they will receive two (2) hours straight time pay provided on morning appearances the employee calls court on the afternoon prior to the appearance date, and on afternoon appearances the employee calls court on the morning of the scheduled appearance. The employee will still receive four (4) hours straight time pay if he is called off once he arrives at court.

Effective January 1, 2002, employees represented by the Association who are called back to duty of 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 ½) the employee's regular rate of pay.

Employees who are called back to duty or subpoenaed to court about events arising out of their employment off shift, on a duty day, shall be compensated at the rate of time and one half (1 ½) the employee's regular rate of pay, with a minimum compensation of four (4) hours at time and one half (1 ½) the employee's regular rate of pay. 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 ½) the employees regular rate of pay. The employee will still receive four (4) hours compensation at time and one half (1 ½) their regular rate of pay if called off upon arrival at court.

Effective January 1, 2002, it will be the responsibility of the Police Department to notify the employee of any court cancellations, the night before the scheduled hearing.

SECTION 5. EDUCATION INCENTIVE PROGRAM

5.1. Education Incentive Program for Sworn and Non-Sworn Employees

The City encourages both sworn and non-sworn employees to further their education in order to improve their performance. 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.

Subject to the above, the City will, while an employee attends school, reimburse the employee's costs for tuition, special fees, books, supplies and mileage, to a maximum limit of one thousand five hundred dollars (\$1,500) per fiscal year.

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 "C" or better, and provide such documentation to the City, within ninety (90) days of the semester/quarter end, in order to receive reimbursement.

5.2. Degree Program for Sworn Officers

In lieu of the educational reimbursement program set forth in paragraph 1, sworn officers who have at least five (5) years of consecutive service with the City and who are pursuing a degree, shall be eligible for reimbursement from the City of up to \$4,000 per fiscal year, for tuition, special fees, books, supplies and mileage, provided that each term is successfully completed by the officer, with grades of "C"

or better in all courses. Failure to attain a grade of "C" or better in any one or more classes shall result in the City deducting from the reimbursement owed the employee. For example, if the officer takes three classes during one quarter, at a total cost of \$1,000, but only receives a "C" or better in two of the three classes, the City would only reimburse the officer for two-thirds (2/3) of the total cost. Sworn officers who are pursuing a degree under this Program must meet the following additional requirements:

- (a) The educational courses taken must be courses required to attain a degree in Criminal Justice, Management or Public Administration as approved by the Chief of Police with concurrence from the City Manager.
- (b) The employee agrees to enroll in the program in consecutive months or years required to complete the degree. The employee will be required to return any payment made by the City in the event the employee removes him/herself from enrollment.
- (c) The employee agrees that following attainment of the degree, he or she shall serve the City satisfactorily for the corresponding number of months or years it took them to complete the degree.
- (d) An employee who terminates from City service (voluntarily or involuntarily, except in the event of a reduction in force) before the service requirement, shall reimburse the City on a pro-rated basis (amount paid by the City, divided by the number of months/years it took them to complete the degree, times the number of remainder service requirement months/years). The employee shall authorize the City to withhold the amount owed from his or her final paycheck, or shall execute a mutually acceptable payment plan with the City.
- (e) Should the employee fail to reimburse the City after the demand is made, the City shall collect said amounts under the normal collection process which may include utilization of a collection agency and/or a court of law. The prevailing party in any such lawsuit shall be entitled to all reasonable costs and attorney's fees from the other party.

SECTION 6. HOURS OF WORK OVERTIME AND COMPENSATORY TIME

6.1 Definition - Workday, Week and Overtime

The City shall pay an amount equal to one and one-half (1-1/2) times the prevailing hourly rate of pay for all employees required to work in excess of a scheduled eight or ten hour workshift.

Additionally, for each consecutive four (4) hours of overtime an employee works, the City shall pay for one (1) meal, cost of seven dollars and fifty cents (\$7.50) without

the approval of the Supervisor. A normal workweek for employees covered by this Agreement shall consist of five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days off, except as provided in Section 8 of this Agreement. Those employees who have selected a four-ten work schedule will work four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off. For the purposes of computing time worked in this Section, all paid leave taken during a work week shall be computed as time worked; provided that, for computing overtime for training, Section 14 shall be used. For those sworn employees who have selected a four-ten work schedule, as agreed upon by City and the Association, who use either Sick or other Leave, such leave time worked will be computed on an hourly basis to ensure equitable treatment.

6.2 Hours of Work for Non-Sworn Employees

Non-Sworn Employees shall work five consecutive days of eight and one-half (8 1/2) hours, generally commencing at 8:30 a.m. and ending at 5:00 p.m. followed by two consecutive days off, except as provided under Section 8 of this agreement. Non-Sworn Employees shall be paid for eight (8) hours. One-half hour of their 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 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 hour period, or forego that period if deemed necessary in the sole discretion of the Department.

6.3 Meal Breaks for Sworn Officers

Police Officers may take a daily meal break not to exceed one-half 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, no additional compensation is provided for missed meal breaks. Commanders and 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. No more than two uniformed officers are permitted to eat at the same public establishment at the same time. Recruits in training or Reserve Officers may be considered an exception as the on-duty watch commander may determine.

6.4 Administrative Leave

In lieu of overtime, Commanders shall be granted nine (9) days Administrative Leave per calendar year, to be credited on January 1 of each year. Administrative Leave shall not be carried from year to year. New employees shall receive credit for Administrative Leave based on hire date as follows:

<u>Hire Date</u>	<u>Days Credited</u>
Jan 1 through Mar 31	9
Apr 1 through Jun 30	6
Jul 1 through Sep 30	3
Oct 1 through Dec 31	0

6.5 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 for each hour worked.
- (b) Compensatory time off is voluntary. An employee may elect to not take 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 480 hours of compensatory time off and non-sworn employees may accumulate up to 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

(The term "seniority" used herein shall mean "time in grade").

Shift Sign-ups Will Be For Within Three- or Four-Month Periods (as agreed between SPPEA and Police Management)

- (a) The Shift Commander shall determine the distribution of personnel (the number of each shift).
- (b) Maximum of twelve (12) months continuous assignment on any one shift.
 - (1) Division Commander will be responsible for compliance.
- (c) Minimum of three (3) or four (4) months continuous assignment on any one shift, except as provided under Section 6.
- (d) Shift sign-up shall be by seniority (time in grade).
- (e) The Division Commander shall have the authority for shift assignment and will have flexibility in assignments for:
 - (1) Emergency situations.
 - (2) Needs of the Department.
 - (3) Reasonable equal distribution of experience and ability on all shifts.
 - (4) Demonstrated need of the individual.
 - (5) Mandatory overtime.
- (f) Volunteer shift "swaps" will be allowed for good cause with approval of the Division Commander. No "temporary" shift swaps will be allowed. (Dispatchers excepted from this provision).

SECTION 8. DAYS OF WORK AND DAYS OFF ASSIGNMENT

- (a) Under the current system, all days off shall be pre-set.
- (b) The Division Commander will have the authority to assign squads different than that 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 Watch Commander approval. All days off involved in the trade must fall within the same three (3) month period.
- (d) Sergeants or Acting Sergeants may also trade shifts, provided that one Sergeant must 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 and Records Clerks may trade days off, within

classification, across shifts, with approval of the Watch Commanders. 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 three (3) 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 Division Commander.
- (g) The 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. RETIREMENT

- 9.1 The retirement plan for employees represented by the Association shall be the plan(s) in effect at the date of signing this Agreement, as contained in the agreement between the City and the Board of Administration of the Public Employees' Retirement System, for the retirement benefits for employees of the City of San Pablo.
- 9.2 The City shall provide the full formula of 2% at 50 Retirement Plan for local safety members and 2% at 55 local miscellaneous members. The City will pay the 9% employee's required P.E.R.S. contribution for local safety employees and 7% for local miscellaneous members.
- 9.3 The City shall provide the full formula of 3% at 55 Retirement Plan for local safety members effective July 1, 2001. The City will pay the required contribution on behalf of local safety members to implement the benefit.
- 9.4 The City shall amend its PERS contract to provide the 3% @ 50 Retirement Plan for local safety members effective January 1, 2003. The City will pay the required contribution on behalf of local safety members to implement the benefit, unless the Finance Director can clearly demonstrate with the agreement of the Executive Board of the Association, the City's inability to pay for this benefit. In the event that the City is unable to pay for this benefit, the City agrees to meet and confer in good faith to obtain an alternative appropriate benefit based upon the City's financial ability to provide said alternative benefit.
- 9.5 Upon signing of this MOU, the City will initiate the process in obtaining the Third Level of 1959 Survivor's Benefit for all local safety members. Local safety members will start receiving said benefit effective July 1, 2001. Local miscellaneous or non-sworn employees have been receiving said benefit since 1994.

9.3 Optional Benefit Account for Retirees

The City agrees to provide an Optional Benefit Account to employees who retire after January 1, 2001 under service retirement as regulated by the Public Employees' Retirement System. Said Optional Benefit Account is described in Section 10.1(a) of this Memorandum of Understanding. The appropriate level of Optional Benefit Account is based upon an employee's number of years of service: 10 consecutive years immediately prior to retirement (1-party) and 20 consecutive years immediate prior to retirement for married employees (2-party).

To be eligible to receive the Optional Benefit Account, the retired employee must meet the following additional conditions:

- (a) A married employee with 20 consecutive years of service prior to retirement shall receive an Optional Benefit Account at the 2-party level. However, in the event that the retired employee is no longer married to the individual that he or she is married to at the time of retirement application, the account shall be reduced to 1-party level. It shall be the responsibility of the retiree to notify the City for any marital 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 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.
- (b) Employee who have served the City for at least 20 consecutive years and who are not married at the time of retirement, shall receive the Optional Benefit Account at the 1-party level.
- (c) The City shall pay the Optional Benefit Account to the retiree until death of the retiree or retiree reaches age 65, whichever comes first. If the retiree dies before the spouse (spouse at the time of retirement), the spouse continues to receive the Optional Benefit Account at 1-party level until they reach age 65 or until death whichever comes first.
- (d) The Optional Benefit Account is subject to applicable Federal and State Income Tax regulations.
- (e) Definition of consecutive shall mean time served with the City regardless of an approved break in service.
- (f) Both parties agree that should this benefit be inconsistent with PERS regulations, the City and the Association will meet and confer to provide this benefit. Following such meet and confer process and agreement from the Association, appropriate changes to the MOU may be implemented.

SECTION 10. HEALTH AND WELFARE

10.1 Medical and Dental Insurance

(a) Medical

The City participates in the P.E.R.S. Health Benefit Plans. The maximum City contribution per month, for medical insurance shall be as follows:

Employee only	\$105.00
Employee + one	\$220.00
Full Family	\$285.00

Optional Benefit Account

The City agrees to pay 100% of the medical premiums of the Kaiser plan rate or below at the appropriate level of coverage. If the employee chooses a more expensive plan, the City agrees to pay up to 90% of the medical premium of the employee's selected plan, at the appropriate level of coverage less the maximum City contribution to P.E.R.S. Health Benefit Plans. Therefore, in addition to the maximum contributions to P.E.R.S., the City shall maintain an optional benefits account for these purposes. The employee may use the monthly optional benefit amount to pay for medical plan premiums at the appropriate level of coverage.

Example:

Level of Coverage	90% of monthly premium for HealthNet	City's monthly contribution to P.E.R.S.	Monthly Optional Benefit Amount
Full Family-HealthNet (\$403.89/month) Employee's share is 10% (\$40.37)	\$363.29	\$285	\$78.29

The employee may also elect to contribute fifty percent (50%) of the amount designated for the monthly medical premium (90% City contribution) into an existing Deferred Compensation Plan or the employee may receive the said fifty percent (50%), in cash. To elect this option, the employee shall demonstrate that he or she is adequately covered by another source - e.g. spouse or parent. Second coverage shall be approved by the Personnel Director. If an employee loses secondary coverage due to unforeseen circumstances, he or she shall be covered by the City health plan as soon as possible, subject to Carrier approval.

(b) Dental

The City will continue the existing level of Dental Insurance, through Delta Dental Plan, for employee and dependents. Effective January 1, 1998, the California Delta Dental Plan shall be improved by adding a 50/50 orthodontia plan for children only with a \$3,000 maximum.

10.2 Vision Care Contribution

The City shall contribute amounts listed below, (per employee) per year to assist in the acquisition of Vision/Optical Health Care.

\$325.00 for 1/1/01 through 12/31/01

\$325.00 for 1/1/02 through 12/31/02

\$350.00 for 1/1/03 through 12/31/03

\$350.00 for 1/1/04 through 12/31/04

The contribution shall be made on or about January 15th of each year beginning January 1993 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 prorated vision care contribution based on hire date as follows:

<u>Hire Date</u>	<u>Pro-rated Amounts</u>	
	<u>Years 2001, 2002</u>	<u>Year 2003 & 2004</u>
Jan 1 - Mar 31	\$325.00	\$350.00
Apr 1 - Jun 30	243.75	262.50
Jul 1 - Sep 30	162.50	175.00
Oct 1 - Dec 31	81.25	87.50

10.3 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.

10.4 Long Term Disability Insurance

The City shall pay the premium for a long-term disability insurance policy, covering two thirds of salary, after a thirty (30) day deductible.

10.5 Employee Assistance Program

The City agrees to provide an Employee Assistance Program for the employee and eligible dependent(s).

10.6 Cafeteria Plan

The City provides a Cafeteria Plan which allows employees to voluntarily reduce their taxable income in favor of deposits to the plan. Expenses related to eligible dependent care (disabled elderly family members, child care, etc.) Would then be available to the employees upon submittal of a request to the plan administrator, as

a tax-free reimbursement.

SECTION 11. SICK LEAVE

11.1 Accrual

Sick Leave with pay shall be accrued at the rate of one (1) day per each calendar month of service. Day is defined as eight (8) hours for all employees. 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 necessity and actual sickness or disability.

Unused Sick Leave shall be accumulated at the rate of twelve (12) days per year, with no maximum.

11.2 Usage

Each full-time employee paid on a monthly basis shall be allowed Sick Leave with pay on the following basis:

- (a) If an employee is required to be absent from duty due to exposure to a contagious disease and is under quarantine, Sick Leave salary payments for such absence shall be commenced on the first day of absence providing, however, that the employee has earned Sick Leave.
- (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. All unsworn employees are limited to ninety (90) days of disability under the Workers' Compensation Act. The City agrees not to withhold from such compensation any tax or Social Security deduction.
- (c) Any employee absent or expecting to be absent because of sickness or other physical disability, personal or family, shall notify his/her supervisor at least one hour prior to the beginning of the work day.
- (d) In cases of excessive absence or when abuse of Sick Leave is evident, following previous counsel with employee, the City may request, in writing, that the employee furnish a physician's statement to verify any future absence. In cases of absence due to contagious disease, the employee will be required to submit a medical release before he/she may return to work. In such cases, notification of this requirement shall be given in writing whenever possible.
- (e) At the written request of the appointing authority, the employee may be required to submit to an examination by the City's Medical Examiner and, if

the results of the examination indicate that the employee is unable to perform his/her duties or, in the performance of said duties, exposes others to infection, the employee shall be placed on Sick Leave without privilege of reinstatement until adequate medical evidence is submitted that the employee is competent to perform his/her duties or will not subject others to infection. Any employee so examined shall have the right to submit reports of a competent medical authority of his/her selection and at his/her expense, in addition to the report submitted by the medical examiner. In the event of a conflict of opinion and/or recommendations of the two medical examiners, a third examiner shall be selected by the first two examiners and a final decision shall be made by the Personnel Board based on the three reports.

Employees will be required to submit to a City medical examination prior to returning to work for injuries that happened while off duty.

- (f) Upon depletion of accumulated Sick Leave, an employee will be deemed to be on Medical Leave of Absence without pay for a period not to exceed sixty (60) calendar days. If the employee is unable to return to work at the end of this period he/she must request further 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 every thirty (30) days. If further leave is not requested, or granted after a request, the employee's service with the City shall be considered to be terminated.
- (g) No Sick Leave shall be allowed for time off for an injury incurred while working for another employer.
- (h) Time off for illness shall be charged to Sick Leave and not to vacation or overtime unless and until all available Sick Leave has been exhausted.
- (i) A total of not more than five (5) working days in a calendar year may be taken as Sick Leave because of an accident or serious illness of the employee's immediate family, when the employee will personally assist and be a comfort to said family member. Said Sick Leave shall be charged to the employee's accumulated Sick Leave. Immediate family shall be limited to the employee's husband, wife, child, stepchild, father, mother, sister, brother, father-in-law, mother-in-law, grandparent, grandchild. Except as provided by the Family Care Leave/Pregnancy Leave (Section 15).
- (j) Shift differential shall not be paid after 30 days of consecutive sick leave.

11.3 Sick Leave Incentive

As an incentive for excellent attendance records, employees who use zero sick leave per year shall be credited with three additional vacation days for that year as follows:

<u>Used</u>	<u>Vacation Days Credit</u>
0	24 hours
1	16 hours
2	8 hours

The incentive plan year shall begin on January 1st and end on December 31st, starting January 1, 1998. 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	24 hrs.	16 hrs.	8 hrs.
Apr-Jun	16 hrs.	8 hrs.	5.34 hrs.
Jul-Sep	8 hrs.	4 hrs.	2.67 hrs.
Oct-Dec	00	00	00

11.4 Sick Leave Sharing Plan for Catastrophic Illness or Injury

- (a) An employee shall be eligible to receive donations of paid sick leave into his/her sick leave account if he/she has suffered a catastrophic illness or injury which prevents the employee from being able to work.
- (b) Catastrophic illness or injury is defined as a critical medical condition causing long term physical impairment or disability.
- (c) The recipient employee is not eligible to receive donations as long as he/she has paid leave balances available, but the request for donations may be made prior to the exhaustion of these paid leave balances.
- (d) The recipient employee is eligible to receive up to 90 working days of donated sick leave in increments of 8 hours.
- (e) Requests for donations will be made via departmental memo to the Police Chief who, upon verification of the illness or injury, shall publish notification of the request to the department.
- (f) The donor employee shall make his/her sick leave donation in increments of 8 hours via departmental memo to the Police Chief.
- (g) All donations of sick leave are irrevocable.
- (h) All donations of sick leave shall not count against the employee's sick leave incentive record.

SECTION 12. VACATIONS

12.1 Definition

The purpose of Vacation Leave is to enable each eligible employee annually to

return to his/her work mentally refreshed. All regular full-time employees represented by the Association and hired subsequent to June 30, 1989 shall earn Vacation Leave with pay on a monthly basis, in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Vacation Days per Year</u>
1	10
2	10
3	10
4	15
5	15
6	15
7	15
8	15
9	15
10	15
11	20
12	20
13	20
14	20
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30

Employees hired prior to June 30, 1989 will receive fifteen (15) days Vacation Leave for one (1) through ten (10) years of service.

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 for annual vacation leave; provided, however, if a regular employee terminates his/her employment with the City before completion of six months of service, he/she or estate will receive pay for earned vacation time.

The times during the calendar year at which an employee may take his/her vacation

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. If the requirements are such that an employee must defer part or all of his/her annual vacation in a particular calendar year, the employee will be permitted to carry over one year's vacation time with the permission of the Chief of Police and the City Manager.

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination. No such payment shall be made for vacation accumulated contrary to the provisions of these rules.

12.2 Use of Vacations

- (a) Vacation sign-ups shall be by seniority, regardless of rank.
- (b) Vacation periods will begin the first Monday of the calendar year and will run for fifty-two consecutive weeks. A vacation period will be seven days, commencing on Monday and ending on Sunday.
- (c) If an employee misses his/her vacation period(s) because of valid reason(s), the appropriate Division Commander will reschedule the vacation with the employee. An employee transferring from one division to another will take vacation in periods available, but will not 'bump' another employee of lesser seniority.
- (d) 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.
- (e) Vacation sign-up will begin on or before November 1, and will be completed by November 30. 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.
- (f) 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.
- (g) 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.

- (h) There shall be separate sign-up lists and vacation schedules for each Division.
- (i) No two supervisors in the same Division may sign up for vacation at the same time. No two Dispatchers may sign up for vacation at the same time.
- (j) When a Holiday falls within a vacation period, the employee shall have the option of receiving pay for having the Holiday 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 appropriate Division Commander and, in the case of Patrol Division, the concurrence of the employee's Watch Commander.
- (k) After the Vacation Schedule is posted, an employee may change (or trade) vacation periods with the approval of the appropriate Division Commander.
- (l) Police Commanders may request payment for up to five (5) days of their accrued vacation, to be paid at basic pay rate.

SECTION 13. HOLIDAYS

13.1 Holidays Observed

The following fourteen (14) guaranteed Holidays shall be observed by the City:

January 1 - New Year's Day
January - Third Monday - Martin Luther King Birthday
February - Third Monday - Washington's Birthday
May - Last Monday - known as Memorial Day
July 4 - Independence Day
September - First Monday - known as Labor Day
September 9 - known as Admission Day
October - Second Monday - known as Columbus Day
November 11 - Veterans' Day
November - Fourth Thursday and Friday - known as Thanksgiving and the day after Thanksgiving

December 24 - Christmas Eve Day
December 25 - Christmas 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	8
Oct 1 through Dec 31	6
Jan 1 through Mar 31	4
Apr 1 through Jun 30	0

13.2 Rate of Pay

- (a) Seven Holidays are to be paid on or about June 5 and seven Holidays are to be paid on or about December 5. Full-time probationary employees shall be paid for Holidays on a pro-rated basis, based upon their time of hire and the number of Holidays earned therefrom.
- (b) Employees who are on scheduled days off or other off-duty paid leave status including Workers Compensation Disability Leave; shall be paid for all holidays that occur during such leave.
- (c) The rate of pay for holidays shall be the same as the employee's regular hourly rate of pay for a regularly scheduled workday of eight (8) hours; except that if an employee is required to work on a holiday he/she in addition will be paid at the rate of one and one-half (1 1/2) times his/her regular hourly rate of pay for the hours worked.

SECTION 14. BEREAVEMENT LEAVE

Bereavement Leave with pay for a period not to exceed four (4) working days or five (5) if travel out of State or in excess of four hundred (400) miles is required, shall be granted for absence whenever an employee is bereaved. The employee shall inform the City of the name and relationship of the person who has died (immediate family, spouse's immediate family, and other significant people at the discretion of the Chief of Police).

SECTION 15. FAMILY CARE LEAVE/PREGNANCY LEAVE

City shall provide Family Care Leave and Pregnancy Leave in compliance with and in accordance with the Federal Family and Medical Leave Act of 1993 ("FMLA") as summarized in Exhibit A to this MOU and the California Family Care Leave Act ("FCLA"), Government Code Section 12945.2.

SECTION 16. CLOTHING ALLOWANCE

16.1 The City shall pay twenty-five dollars (\$25.00) per month Clothing Allowance, payable quarterly, to civilian uniformed employees not covered in Section 17.2.

- 16.2 The City agrees to provide, replace, and clean uniforms and uniform equipment for Non-Sworn Employees represented by the Association, which is damaged or stolen during duty hours or while stored at a City facility, providing the employee made a reasonable effort to safeguard the uniform and/or uniform equipment.
- 16.3 Effective January 1, 2001, City agrees to provide \$800 per year clothing allowance to sworn officers and sergeants assigned primarily as plainclothes officers. To be paid \$400 each January and \$400 each July. No prorations are allowed.

SECTION 17. UNIFORMS

- 17.1 Police Officers, Police Sergeants and Police Services Assistants 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 Police Officers, Police Sergeants and Police Services Assistants, Civilian Uniformed Employees, or who opt for conversion in accordance with Section 19 (2), Parking Enforcement Officers and/or Code Enforcement Officers, 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 one (1) skirt and one (1) sweater. Thereafter, the City shall provide uniform cleaning on an as-needed basis. Current employees will receive an increase in uniform provision on January 1, 2001 as listed in the following paragraph.

Effective January 1, 2002, 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 blouses/shirts, two pair of pants or two skirts. Thereafter, the City shall provide uniform cleaning on an as-needed basis.

- 17.4 The City will reimburse up to \$125.00 for shoes or boots for all sworn officers, sergeants, detectives and services division personnel required to wear uniforms. The shoes or boots will be approved by the Police Chief.

SECTION 18. CONSULTATION MEETINGS

Upon request, the City will consult with members of the Association, which shall include at least one member of the Executive Board, regarding matters of concern to the Association. (The intent of this Section is to establish ongoing meetings between the

Association and Management for the purpose of communication between the parties for the resolution of departmental concerns). No decision or agreement is binding outside of an Executive Board quorum.

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 Personnel Director, in writing, of his selection no later than seven (7) calendar days after receiving the notice 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 employees covered by this Agreement.

SECTION 21. PROMOTION REQUIREMENTS

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

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

A N D

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

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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:

- (a) Three (3) years Sworn Experience as a Sergeant with the San Pablo Police Department

****OR****

Five (5) years Sworn Experience as a Sergeant at another agency if the five years is a combination of San Pablo Police and another agency the candidate must have satisfactorily completed probation as a Sergeant with the San Pablo Police Department.

****AND****

- (b) Bachelor's degree from an accredited college or university with a major in Criminal Justice, Management, Public Administration, or related field.

****OR****

Equivalent to a Bachelor's Degree from an accredited college or university with a major in Criminal Justice, Management, Public Administration, or related field provided you currently have an Associate Degree from an accredited college and 45 upper division college units toward an above-listed degree program and complete the Bachelor degree program by the end of the promotional probation.

****AND****

- (c) Possess Advanced and Supervisory Certificates.

SECTION 22. RETENTION INCENTIVE

22.1 Degree

Effective July 1, 1989, Sworn employees holding Advanced Degrees shall receive the indicated Degree Incentive. Appropriateness of the Degree held will be determined by City at 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 Degree Pay via "equivalency" status.

A.A. ...Sworn Officers ... Five percent of base salary

A.A. Degree plus Advanced
P.O.S.T. Certificate ... Seven percent of base salary (Officers and Sergeants)

B.A. ...Officers, ... Seven percent of base salary Sergeants
and Commanders

**Officers,
M.A. ... Sergeants and ... Nine percent of base salary
Commanders**

22.2 Longevity

Effective January 1, 1991 all full-time employees who attain fifteen (15) years service with the City of San Pablo Police Department shall receive an additional three percent (3%) of base salary, as a longevity incentive.

22.3 Bi-Lingual Incentive

All full-time Police Department employees who are bi-lingual and who regularly use their skills, and are recognized as such by their respective supervisors, shall receive an additional five percent (5%) of base salary upon application and approval of Chief of Police.

22.4 Master Police Officer and Sergeant Program

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 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 be guilty of complaints alleging substantiated excessive force, unnecessary force or racially abusive conduct, 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) Evidence Collection**
 - (2) Canine Handler**
 - (3) Driving Under Influence Officer**

- (4) Traffic Officer
- (5) 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.
- (6) Personnel or Training Section Officer
- (7) Field Response Team or Negotiator
- (8) Field Training Officer
- (9) Range Master
- (10) 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:

- I. P.A.L.
- II. Officer in the Classroom
- III. Explorer P.O.S.T.
- IV. Crime Prevention

- (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.

- (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) situps must be performed in less than two (2) minutes.
- (4) Four (4) pullups 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, to include stress test.

(f) 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.

(g) Master Police Officer and Sergeant Review Board

(1) Duties of the Review Board

- I. 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.

- ii. 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

- i. The Master Police Officer and Sergeant Review Board will consist of representatives of each rank in the Department (Police Officer, Sergeant and Commander).
- ii. The Chief of Police will appoint the members to the Master Police Officer and Sergeant Review Board.
 - a. The representatives appointed from the Police Officer rank will usually be among those Officers who have previously advanced to Master Police Officer positions.
 - b. The Master Police Officer and Sergeant Review Board will be chaired by the Patrol Commander. Each member of the Master Police Officer and Sergeant Review Board will have voting privileges.
 - c. **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 Review Board.
 - d. **Term** - The Master Police Officer and Sergeant Award process shall be reviewed by the Review Board at the end of one (1) year. A written recommendation will be presented to the City Manager concerning the continuance or discontinuance of the Program.

22.5 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	1%
Advanced	2%
Supervisor	3%
Management	4%

22.6 Total Cap

Personnel qualifying for the additional compensation under Section 22, Retention Incentive, shall be limited to a twelve percent (12%) total cap to become effective upon signing of the MOU. Effective January 1, 2002, the total cap will be increased to 14%.

SECTION 23. PROMOTION

Promotions to the rank of Sergeant and Commander shall 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. The probationary period shall be as set forth in Section 24, herein.

SECTION 24. PROBATIONARY PERIOD

The Probationary Period shall be eighteen (18) months for all new entrant 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.

SECTION 25. 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 26. 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 27. 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 changes in existing classifications with regard to wages, hours and other terms and conditions of employment.

SECTION 28. CONTENT, TERMS AND RECOMMENDATIONS

- 28.1 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 Sections of this Memorandum shall remain in force and effect for the duration of this Memorandum. In the event of invalidation of any Section or Section, the City and the Association agree to meet within thirty (30) days for the purpose of renegotiating said Section or Section.
- 28.2 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.

SECTION 29. TERM OF AGREEMENT

- 29.1 This Memorandum of Understanding shall be effective January 1, 2001 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 December 31, 2004.
- 29.2 This Memorandum of Understanding shall be extended on a month-to-month basis pending a new Memorandum of Understanding.
- 29.3 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 as are available under the Law.

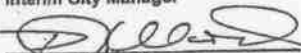
SECTION 30. SIGNATURES

The undersigned members of the City of San Pablo and the San Pablo Police Employees' Association, 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.

FOR THE CITY OF SAN PABLO:



Ron Kiedrowski
Interim City Manager

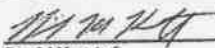


Bradley Ward
Finance Director

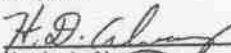


Ariene Lozada
HR Management Specialist

**FOR THE SAN PABLO POLICE
EMPLOYEES' ASSOCIATION:**



David Krastof
President



Humberto Alvarez
Vice President



Bob Bray
Treasurer



Clint Weaver
Secretary

SALARY RANGE SCHEDULE

SAN PABLO POLICE EMPLOYEES' ASSOCIATION										
Effective 1/1/01										
	Step A	Hly Rate	Step B	Hly Rate	Step C	Hly Rate	Step D	Hly Rate	Step E	Hly Rate
Police Commander	6463	37.23	6776	39.09	7114	41.04	7470	43.10	7844	45.25
Police Sergeant	5133	29.61	5390	31.09	5659	32.65	5942	34.28	6239	36.00
Police Officer	4401	25.39	4621	26.66	4852	27.99	5095	29.39	5349	30.95
Police Officer, Trainee	4007	23.12								
Police Services Support Supervisor	4361	25.16	4579	26.42	4808	27.74	5048	29.13	5301	30.58
Police Administrative Analyst	4023	23.21	4224	24.37	4435	25.59	4657	26.87	4890	28.21
Police Training/Research Coord.	3588	20.70	3767	21.74	3955	22.82	4154	23.96	4361	25.16
Police Dispatcher	3537	20.41	3714	21.43	3900	22.50	4095	23.62	4299	24.80
Police Services Assistant	3065	17.68	3218	18.57	3378	19.50	3548	20.47	3726	21.49
Police Services Technician	3597	20.75	3777	21.79	3965	22.86	4164	24.02	4372	25.22
Police Crime Prevention Coord.	2942	16.97	3089	17.82	3244	18.71	3406	19.65	3576	20.63
Police Adm'n. Secretary	3538	20.41	3715	21.43	3901	22.50	4096	23.63	4300	24.81
Police Senior Adm'n. Clerk	3211	18.53	3372	19.45	3540	20.42	3717	21.45	3903	22.52
Police Adm'n. Clerk	2599	14.99	2729	15.74	2865	16.53	3009	17.35	3159	18.23