



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SAN PABLO

AND

THE SAN PABLO POLICE EMPLOYEES' ASSOCIATION  
(POLICE MANAGEMENT UNIT)

JULY 1, 2022 THROUGH JUNE 30, 2027

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

The City of San Pablo (hereinafter referred to as "City") and the San Pablo Police Employees' Association (hereinafter referred to as "Association"), (collectively referred to as the "parties"), have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the San Pablo Police Management Unit; have freely exchanged information, opinions and proposals; and have reached agreement on all matters relating the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the San Pablo City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2022 and ending June 30, 2027.

## SECTION 1. RECOGNITION

The Association is the recognized employee association representing regular, full-time employees in the job classification of Police Lieutenant, Police Captain, and Police Support Services Manager.

## SECTION 2. ASSOCIATION AND EMPLOYEE RIGHTS

### **2.1 No Discrimination**

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

There shall be no discrimination by the City or Association because of race, creed, color, national origin, sex, or Association activities, against any employee or applicant for employment and, to the extent prohibited by applicable State and Federal Law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability.

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

### **2.2 The Association and Employee Rights Include:**

- A. The right to represent its members before the City Council or Advisory Boards or Commissions, with regard to wages, hours and working conditions or other matters within the scope of representation.
- B. The right to be given reasonable written notice of any creation of, or change to, an Ordinance, Rule, Resolution or Regulation within the scope of representation.

- C. The City shall provide annually each July 1st through the term of this agreement a bank of sixty-six (66) hours of paid leave hours to be used by designated representatives of the Association 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. The above is exclusive of paid release time required under the Meyers Miliias Brown Act for negotiations of a successor MOU.
- D. The right to have payroll deductions made for payment of organization dues and for approved programs.
- E. The right to the use of designated space on bulletin boards by the Association in each building or facility where employees represented by the Association are assigned.
- F. The use of City facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- G. Reasonable access to employee work locations for officers of the Association and the officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- H. Unless expressly labeled as such, nothing contained in this Agreement is a Waiver by the Association of its right to meet and confer on any proposed changes by the City of any matter(s) relating to employee conditions and employer-employee relations not included in this Agreement, including but not limited to: wages, hours and other terms and conditions of employment, during the term of this Agreement.

### SECTION 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

#### **3.2 Americans with Disabilities Act**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual and on a reasonable, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment, and the Association expressly waives any right to meet and confer in such situations.

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

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

Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to discuss options to disregarding the Agreement.

## SECTION 4. SALARIES

### **4.1 Paydays**

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

### **4.2 Salaries**

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

Effective July 1, 2022, the salary schedule for Police Support Services Manager will be increased by eight percent (8%).

Effective July 1, 2022, there will be a five percent (5%) cost of living increase for all classifications represented by the bargaining unit. For the Police Support Services Manager, the cost of living adjustment will be applied after the equity adjustment has been applied.

Effective July 1, 2023, there will be a five percent (5%) cost of living increase for all classifications represented by the bargaining unit.

Effective July 1, 2024, there will be a two percent (2%) cost of living increase for all classifications represented by the bargaining unit.

Effective January 1, 2025, there will be a two percent (2%) cost of living increase for all classifications represented by the bargaining unit.

Effective July 1, 2025, there will be a two percent (2%) cost of living increase for all classifications represented by the bargaining unit.

Effective July 1, 2026, there will be a two percent (2%) cost of living increase for all classifications represented by the bargaining unit.

#### **4.3 Special Assignment Pay (for sworn employees)**

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

Upon recommendation by the Chief of Police and with concurrence from the City Manager, employees may receive the following Special Assignment Pays.

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

- A. Operation Division Differential (4%)
- B. Lieutenants assigned to the Support Services Division (Investigations Division and Problem Oriented Policing Division) shall receive additional compensation of two (2) percent of base pay.
- C. Longevity Pay (all 4 levels – 10, 15, 20 and 25 years)
- D. Educational Incentive Pay
- E. Management Incentive Pay (5%)
- F. POST pay.

No individual Special Assignment Pay shall exceed five percent (5%),

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

Upon recommendation by the Chief of Police and with concurrence from the City Manager, employees receive five percent (5%) of their base pay during any other assignments requiring specialized training or expertise beyond that of regularly assigned duties. An

employee will only receive the pay when performing said assignment. Pay received under this section is included in the five percent (5%) cap provided in Section 4.3.

The assignment pay under this Section does not meet the definition of special or pensionable compensation under Section 571 (a) (4), and 571.1 (b) (3) of Title 2 of the California Code of Regulations, applicable to the Public Employees' Retirement Law and the Public Employees' Pension Reform Act of 2013.

#### **4.5 Additional Compensation Pay (included in 25% overall cap)**

The following Additional Compensation Pays: Education Pay described in Section 4.5.1.2; and Special Assignment Pay described in Section 4.5.2 must be confirmed by the Chief of Police, with final approval by the City Manager. To the extent permissible by law, the City shall report pays identified in this paragraph to CalPERS, in accordance with California Public Employees' Retirement Law and the Public Employees' Pension Reform Act of 2013.

##### **4.5.1 Incentive Pay**

###### **4.5.1.1 Longevity**

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

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

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

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

#### **4.5.1.2 Education Pay (included in 25% overall cap)**

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

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

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

B. POST Certificate Competency Pay: Sworn employees who receive the appropriate POST certificate following completion of requirements, shall receive the applicable incentives at a percentage of the eligible employee’s base salary:

Intermediate	One percent (1%)
Advanced	Two percent (2%)
Supervisor	Three percent (3%)
Management	Five percent (5%)-eligible upon successful completion of POST Management School

#### **4.5.2 Special Assignment Pay (not subject to any cap)**

##### **Multilingual Incentive**

All full-time Police Department employees who are multilingual and who are routinely and consistently assigned to use their skills, following application and approval by the Chief of Police as outlined below:

A. Primary Level – To be eligible for the primary level of multilingual pay, a sworn employee must possess the ability to conduct a traffic or pedestrian stop and complete the contact appropriately with a secondary language required to serve

the community. This would include the ability to complete a citation, Field Interview Card, summon medical aid, and/or to resolve minor calls for service. An employee certified as able to speak a secondary language at the primary level and required to use such skills in the course of their job shall be compensated in the amount of one hundred dollars (\$100.00) per month.

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

#### **4.6 Temporary Upgrade Pay (Out-of-Class Pay)**

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

Any employee on a temporary assignment longer than thirty (30) days and assigned to the full range and scope of duties of a higher classification shall be assigned to the lowest step in that higher pay range which is at least five percent (5%) higher than normal assigned pay for the duration of the temporary assignment following the first thirty (30) days. The City shall report temporary upgrade pay of more than thirty (30) days to CalPERS in accordance with California Public Employees' Retirement Law. A temporary upgrade assignment to a vacant position during the recruitment for a permanent appointment will not exceed 960 hours in a fiscal year. Such pay is not pensionable for new members under PEPRA.

#### SECTION 5. EDUCATION INCENTIVE PROGRAM

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

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

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

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

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

**SECTION 6. HOURS OF WORK**

**6.1 Definition of Workweek**

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

**6.2 Administrative Leave**

In lieu of overtime or compensatory time off for overtime worked, all bargaining unit employees shall receive eighty (80) hours of Administrative Leave on July 1 of each year.

Administrative Leave shall not be carried from year to year and shall have no cash value for unused leave during or upon separation from employment.

Employees shall receive credit hours for Administrative Leave based on hire or promotion date as follows:

<u>Hire Date</u>	<u>Amount of Admin Leave</u>
Jul 1 through Sep 30	80
Oct 1 through Dec 31	53
Jan 1 through Mar 31	26
Apr 1 through Jun 30	0

**6.3 Professional Development Leave**

Sworn members shall receive twenty-four (24) hours of Professional Development Leave credited on July 1 of each year.

<u>Hire Date</u>	<u>Amount of Professional Dev. Leave</u>
Jul 1 through Sep 30	24
Oct 1 through Dec 31	16
Jan 1 through Mar 31	8
Apr 1 through Jun 30	0

Professional development Leave shall not be carried from year to year and shall have no cash value for unused leave during or upon separation from employment.

**SECTION 7. HEALTH AND WELFARE**

**7.1 Medical, Dental Insurance, and Vision Care Contributions**

**A. Medical Insurance**

The City is a participating employer in the Public Employees' Medical and Hospital Care Act (PEMHCA), the medical insurance program sponsored by CalPERS. Upon the City's adoption of the amendment to the City's contract with CalPERS for PEMHCA participation, the maximum City contribution per month for medical

insurance for active employees and qualifying annuitants shall be the minimum employer contribution as determined by CalPERS.

B. Flexible Benefit Plan

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

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

- Ninety percent (90%) of actual cost of coverage for the plan and level of coverage selected by the employee, up to a maximum of ninety percent (90%) of Kaiser family rate; which includes the City's minimum, monthly employer contribution required for participation in PEMHCA (see Section 10.1(a) above).

C. Healthcare Legislation Reopener

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

D. In Lieu or Dual Medical Coverage

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

\$500.00 – Family coverage or two-party coverage

\$350.00 – Single party coverage

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

To elect this option, the employee shall demonstrate that they are adequately covered at the applicable level of coverage by another source of group health insurance. If an employee loses primary coverage, they shall be covered by the City health plan as soon as possible, in accordance with CalPERS regulations and this MOU.

The City's obligation to pay the monthly supplemental allowance may be conditioned upon the employee providing reasonable evidence and attestation that

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

E. Dental Plan

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

F. Vision Care Contributions

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

- \$225.00 for 7/1/22 through 12/31/22
- \$450.00 for 1/1/23 through 12/31/23
- \$450.00 for 1/1/24 through 12/31/24
- \$450.00 for 1/1/25 through 12/31/25
- \$450.00 for 1/1/26 through 12/31/26
- \$225.00 for 1/1/27 through 6/30/27

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

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

Hire Date	7/1-9/30	10/1-12/31	1/1-3/31	4/1-6/30
FY 22/23	225.00	112.50	450	337.50
FY 23/24	225.00	112.50	450	337.50
FY 24/25	225.00	112.50	450	337.50
FY 25/26	225.00	112.50	450	337.50
FY 26/27	225.00	112.50	225	112.50

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

## **7.2 Life Insurance and Dependent Life Insurance**

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

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

## **7.3 Long Term Disability Insurance**

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

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

## **7.4 Employee Assistance Program**

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

## **7.5 Flexible Spending Account**

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

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

## SECTION 8. RETIREMENT

### **8.1 Safety Employee Pension**

#### A. Safety Tier One Pension

- (1) Formula: The City shall provide the full formula of three percent (3%) at age 50 Retirement Plan calculated on the single highest year for local safety members considered “classic” members of CalPERS.
- (2) Member Contribution: Safety employees in Tier One Pension shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.
- (3) Employee Cost Sharing: Safety employees in Tier One Pension are required to pay three and three-tenths percent (3.3%) of reportable compensation toward the employer contribution for pension in accordance with Government Code Section 20516(a)-Employees Sharing Cost of Additional Benefits.

#### B. Safety Tier Two Pension

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

#### C. Survivor Benefits

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

### **8.1.2 Non-Safety Employee Pension:**

#### A. Non-Safety Tier One Pension:

- (1) Formula: The City shall provide the full formula of two and one half percent (2.5%) at age 55 calculated on the single highest year for local miscellaneous members considered “classic” members of CalPERS.

- (2) Member Contribution: Non-safety employees in Tier One Pension shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.
- (3) Employee Cost Sharing: Non-safety employees in Tier One Pension are required to pay two and three-tenths percent (2.3%) of reportable compensation toward the employer contribution for pension in accordance with Government Code Section 20516(a)-Employees Sharing Cost of Additional Benefits).

B. Non-Safety Tier Two Pension:

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

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

**8.2 Retiree Health Savings Account**

- A. For employees hired on or after July 1, 2014, the City will establish a Retiree Health Savings Plan Account to which the City and employees contribute to save, on a tax-deferred basis, money to help pay the cost of healthcare once an individual retires. The RHSP is intended to constitute a “health reimbursement arrangement” within the meaning of IRS Notice 2002-45. The Retiree Health Savings Plan Account may be used for qualifying health-related expenses as provided under the terms of the Plan. Any tax consequences resulting from City contributions to the Retiree Health Savings Plan Account are the sole responsibility of the employee.

(1) Participation is mandatory for all employees hired on or after July 1, 2014;

(2) For employees hired on or after July 1, 2014:

- a. Effective July 1, 2022, starting after an employee has successfully completed their initial probationary period, and the City will contribute fifty dollars (\$50) per month to the employee’s Retiree Health Savings Plan Account. Likewise the employee will contribute fifty dollars (\$50) per month to their Retiree Health Savings Plan Account.

- b. During an employee's initial hire probationary period with the City, neither the employee nor the City will contribute to the employee's Retiree Health Savings Plan Account. Upon successful completion of the initial hire probationary period, the City will contribute a lump sum of fifty dollars (\$50) per month for each month served in the employee's initial probationary period.
  - c. Upon cessation of employment with the City, the City will cease contributions to the individual's Retiree Health Savings Plan Account.
  - d. Employees will have no vested right in City contributions to the Retiree Health Savings Plan Account beyond the term of this Agreement.
- B. The City shall pay the minimum monthly employer contribution as determined by CalPERS and required under Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each qualifying annuitant.
- C. Monthly Supplemental Allowance for Qualifying Employees Hired Before July 1, 2014: In addition to payment of the minimum monthly employer contribution as determined by CalPERS, established at \$128 per month as of 2017, to qualified annuitants as set forth in Section 10.1, the City will provide a monthly supplemental allowance to a Retiree Health Savings Account (RHSA) to qualifying employees hired before July 1, 2014 and who retire under service retirement from the City as regulated by the Public Employees Retirement System, and effective July 1, 2017 to qualifying employees hired before July 1, 2014 with twenty (20) or more years of service with the City who retire under an Industrial Disability Retirement from the City as regulated by the Public Employees Retirement System. Any other employee who retires under a disability retirement is not eligible to receive the monthly supplemental allowance. The City's contribution of a monthly allowance to the RHSA is based upon an employee's number of years of service and retirement from the City, as follows:

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

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

On behalf of a retiree hired by the City before July 1, 2014 who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled

in City-provided, family health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's RHSA in the amount of two hundred and eighty-five dollars (\$285) minus the minimum employer contribution required by PEMHCA. For 2017, this amount equals one hundred fifty-seven dollars (\$157) per month.

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

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

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

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

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

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

appropriate one-party level issued to the retiree, due to failure on the part of the retiree to notify the City regarding the change in marital or dependent status. The City shall collect said amounts under the normal collection process which may include utilization of a collection agency and/or Small Claims Court; or any other administrative legal remedy.

- D. The City shall contribute the monthly supplemental allowance to the retiree's RHTSA until any of the following conditions occur, at which point the City's contributions shall cease;
- (1) Retiree receives medical coverage from another source (e.g. other employment, spouse), or
  - (2) Retiree is eligible for participation in the Medicare Program, or
  - (3) Retiree reaches the age of sixty-five (65), or
  - (4) Retiree dies; If the retiree with at least twenty (20) years of service with the City immediately before retirement dies before the spouse or registered domestic partner (spouse or registered domestic partner at the time of retirement), the spouse or registered domestic partner may continue to receive the City contribution to the RHTSA at the level afforded to retirees with at least ten (10) years of City service immediately before retirement until the spouse or registered domestic partner reaches the age of sixty five (65) or dies, whichever comes first.
- E. The City's obligation to pay the monthly supplemental allowance is conditioned upon a signed declaration under penalty of perjury, by the retiree and/or spouse or registered domestic partner on a form provided by the City once each year, that confirms the retiree and/or spouse or registered domestic partner is not enrolled medical or health insurance coverage or in-lieu payments from another source during that same time period.
- F. To receive the monthly supplemental allowance for the calendar year of retirement, the retiree must file an initial eligibility form with the City at the time and in the manner prescribed by the City. For each subsequent calendar year, the retiree must file an eligibility form with the City by November 30th of the preceding year or at a later date prescribed by the City. City will terminate the monthly supplemental allowance until such time the declaration is received. The supplemental allowance shall resume on a prorated basis upon receipt of the required declaration. No retroactive payments shall be made.
- G. Should retiree lose coverage from the other source (employment, spouse), the monthly supplemental allowance will resume upon receipt of the required declaration, and will continue only until any of the above listed events (1-4) occur.
- H. Additionally, the City will provide an Optional Benefit Account to sworn and non-sworn employees hired before May 1, 1986 with twenty (20) consecutive years of service with the City of San Pablo who retire directly (within one hundred twenty (120) days) following separation) from City service, and who enroll in employee-

plus-one or employee-plus-family City health insurance coverage once they reach age 65. This monthly amount will be equivalent to a Kaiser Supplement/Managed Medicare single party-rate at the time of retirement. This is inclusive of the City's required employer contribution to CalPERS for participation in PEMHCA. This amount is paid until death of the retiree.

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

## SECTION 9. SICK LEAVE

### **9.1 Accrual**

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

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

### **9.2 Usage**

- A. Each full-time employee paid on a semi-monthly basis shall be allowed to use accrued Sick Leave with pay for the following reasons:
  - (1) Absence from duty due to exposure to a contagious disease where quarantine is required by a doctor;
  - (2) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling
  - (3) For an employee who is a victim of domestic violence, sexual assault, or stalking to: a) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or b) obtain medical attention or psychological

counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

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

- B. Any Safety employee who is receiving disability payments under the Workers' Compensation Act of California shall receive the difference between the disability payments under the Workers' Compensation Act and full salary during the first twelve (12) months or any portion thereof, and such payment shall not be deducted from the accrued Sick Leave.
- C. To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. For sick leave of an unforeseeable duration, if the employee is required to be absent on sick leave for more than one (1) day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.
- D. Employees must provide a medical professional's certification for any sick leave absence that occurs after the employee has used twenty-four (24) hours, or three (3) work days' worth of sick leave, whichever is greater, that involves the illness of the employee or family member. Employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. In cases of absence due to contagious disease, the employee will be required to submit a written medical release before they may return to work. In cases of other absences, the employee may be required to provide City with a Fitness for Duty statement from his/her attending physician, or a physician appointed by the City, prior to returning to work.
- E. Upon depletion of accumulated Sick Leave, an employee may request Medical Leave of Absence without pay for a period not to exceed sixty (60) calendar days, subject to the approval of the City Manager. If the employee is unable to return to work at the end of this period they may request further unpaid medical leave, which shall be subject to the approval of the City Manager. If further leave is granted, an employee must notify the City of his/her intent to return to work no later than every thirty (30) days.
- F. Time off for employee illness shall be charged to Sick Leave and not to vacation or compensatory time off unless and until all available Sick Leave has been exhausted.
- G. Shift differential shall not be paid after thirty (30) calendar days of sick leave.

**9.3 Sick Leave Sharing Plan for Catastrophic Illness or Injury**

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

**9.4 Use of Paid Leave Concurrently with PDL, FMLA and CFRA**

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

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

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

**SECTION 10. VACATIONS**

**10.1 Definition, Accrual and Cap**

Effective January 1, 2018, all regular full-time employees represented by the Association shall earn Vacation Leave with pay on a pay period basis, in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Vacation Hours per Pay Period (based on 24 pay periods per year)</u>	<u>Number of Vacation Hours per Year</u>
1 day – 3 years	4.00	96
3 years and 1 day - 10 years	5.67	136

10 years and 1 day – 15 years	7.33	176
15 years and 1 day – 16 years	7.67	184
16 years and 1 day – 17 years	8.00	192
17 years and 1 day – 18 years	8.33	200
18 years and 1 day – 19 years	8.67	208
19 years and 1 day – 20 years	9.00	216
20 years and 1 day – 21 years	9.33	224
21 years and 1 day – 22 years	9.67	232
22 years and 1 day – 23 years	10.00	240
23 years and 1 day – 24 years	10.33	248
24 years and 1 day +	10.67	256

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

While vacation time accrues from the first full calendar month of full-time employment, employees shall be required to have served the equivalent of six (6) months of continuous service with the City in order to be eligible to use annual vacation leave, except where approved in advance by the Chief or Commander; provided, however, if a regular employee separates from employment with the City before completion of six (6) months of service, they or their estate will receive pay for earned vacation time.

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

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

in the employee exceeding the maximum vacation accrual cap, the City will cash out the denied amount of vacation.

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

## **10.2 Vacation Usage**

The following procedures for vacation sign up shall apply:

- A. Vacation sign-ups shall be by seniority within classification.
- B. Vacation periods will begin the first Monday of the calendar year and will run for fifty-two (52) consecutive weeks. A vacation period will be seven (7) days, commencing on Monday and ending on Sunday.
- C. If an employee misses his/her vacation period(s) because of valid reason(s) as determined by the Commander, the Commander will reschedule the vacation with the employee.
- D. An employee transferring from one division to another will take vacation in periods available, and will not 'bump' another employee of lesser seniority.
- E. It shall be the employee's responsibility to ensure that they do not use more vacation time than has been earned in the previous calendar year without the approval of the Chief of Police.
- F. Vacation sign-up will begin on or before November 1, and will be completed by November 30, for the following calendar year. Each employee will be given a specific date and time to cause his/her name to be signed up. Employees opting to split their vacation will be given a second date and time after the completion of initial sign-up.
- G. Employees shall sign up for designated vacation periods only. An employee must sign for the entire period even though the entire period may not be used.
- H. The method for signing up for vacation periods shall be as follows:

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

### **OPTION 1. FULL VACATION**

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

available vacation days. The employee's name will then be removed from the sign-up list.

### **OPTION 2. SPLIT VACATION**

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

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

### **10.3 Vacation Cash Out**

Effective July 1, 2022:

- Employees hired before July 1, 2017, with a minimum vacation accrual balance of one hundred fifty (150) hours may elect to convert between one (1) work day and one (1) work week (40 hours) of accrued, unused vacation leave to cash.
- Employees hired on or after July 1, 2017 with a minimum of ten (10) years of service with the City of San Pablo, and with a minimum vacation accrual balance of one hundred fifty (150) hours, may elect to convert between one (1) work day and one (1) work week (40 hours) of accrued, unused vacation leave to cash.

Conversion shall be subject to an employee's irrevocable election, in December of the year prior to the cash-out, of hours to be accrued in the following year. In compliance with IRS code, employees must choose by the last business day of each year to elect or opt out of pay in lieu of vacation time off for the following year by using the Request for Pay in Lieu of Vacation Leave form. Payment of converted hours shall occur in the first pay period of the following fiscal year. Employees who did not elect pay in lieu of vacation time off by the last business day of the prior year will not be able to cash out any vacation in the following calendar year. All vacation cash outs will be taxed at the supplemental tax rate in accordance with IRS code.

If insufficient vacation hours exist to meet the annual pay in lieu election, only the remaining available elected vacation hours will be paid out.

## SECTION 11. HOLIDAYS

### **11.1 Holidays Observed**

The City shall observe the following fifteen (15) Holidays:

- January 1 - New Year's Day
- January - Third Monday - Martin Luther King Birthday
- February - Third Monday - Presidents' Day
- May - Last Monday - Memorial Day
- June 19 - Juneteenth
- July 4 - Independence Day
- September - First Monday - Labor Day
- October - Second Monday - Columbus Day
- November 11 - Veterans' Day
- November - Fourth Thursday and Friday - Thanksgiving and the day after Thanksgiving
- December 24 - Christmas Eve Day
- December 25 - Christmas Day
- December 31 - New Year's Eve Day
- Floating Holiday - to be added to vacation time on an annual basis beginning each July.

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

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

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

### **11.2 Unpaid Leave**

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

## SECTION 12. BEREAVEMENT LEAVE

Upon death of an immediate family member (spouse, registered domestic partner, children/stepchildren (including foster children, legal wards, or children to whom the employee stands in loco parentis, regardless of age or dependency status), parents/stepparents (including a foster parent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), brothers, sisters, grandparents, mother/father in-law, spouse's grandparents, registered domestic partner's grandparents and grandchildren); bereavement leave with pay for a period not to exceed the employee's regularly scheduled workweek shall be granted. The employee shall inform the City of the name and relationship of the person who died.

## SECTION 13. FAMILY CARE LEAVE/PREGNANCY LEAVE

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

## SECTION 14. UNIFORMS

- 14.1** All uniformed personnel shall be provided, on date of hire, an initial uniform consisting of five (5) pairs of pants, five (5) shirts, one (1) tie, one (1) hat and one (1) foul-weather jacket. Thereafter, the City shall provide uniform cleaning on an as-needed basis. The initial uniform and allocation may be modified by a change in dress code or uniform standards.
- 14.2** The City agrees to replace uniforms and uniform equipment for Sworn Employees which is worn out, damaged or stolen during duty hours or while stored at a City facility - providing that the employee made a reasonable effort to safeguard the uniform or equipment. Such replacement shall be within thirty (30) days of submission of the claim and related required reports to the Department.
- 14.3** The City will reimburse Commanders required to wear uniforms up to one hundred seventy five dollars (\$175.00) per calendar year for shoes or boots. The purchase of shoes or boots will be approved in advance by the Chief of Police.
- 14.4** The City shall provide and maintain required uniforms and safety equipment for regular full-time sworn employees, as outlined in Section 14. The City will report to CalPERS the monetary value for provision of all classic employees' City-provided uniforms as described above, on a semi-monthly basis. The uniform amount reported to CalPERS will be derived from the City's total fiscal year cost for providing the employee's uniforms and for the cost of maintenance, not to exceed one thousand two hundred dollars (\$1,200) per fiscal year, per employee.

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

SECTION 15. CONSULTATION MEETINGS

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

SECTION 16. DEMOTION IN LIEU OF LAYOFF

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

SECTION 17. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

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

SECTION 18. PROBATIONARY PERIOD

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

SECTION 19. TEMPORARY LIGHT DUTY

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

SECTION 20. 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 21. 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 San Pablo Police Management Unit, as well as any resulting changes for employees

in existing classifications with regard to wages, hours and other terms and conditions of employment.

## SECTION 22. MISCELLANEOUS

- 22.1** If any Section or Section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, all other Sections and Subsections of this Memorandum shall remain in force and effect for the duration of this Memorandum. In the event of invalidation of any Section or Subsection, the City and the Association agree to meet within thirty (30) days for the purpose of renegotiating said Section or Subsection.
- 22.2** It is agreed by the parties to this Agreement that any conflict between any Section or part thereof of this Agreement and any City or Departmental Rule, Regulation, Ordinance, Code, Resolution, Procedure or Practice existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement, unless such conflicting City or Departmental Rule, Regulation, Ordinance, Code, Resolution, Procedure or Practice was mutually agreed to by the City and the Association after the date of this Agreement.
- 22.3** Take-Home Vehicles: Captains, who are expected to respond immediately to the Department to oversee various critical incidents, handle media relations, mitigate liability issues and handle all personnel issues during non-work hours, be allowed to use their assigned City vehicle for personal use within a fifty (50) radius of the Captain's home or the Police Department, on occasions when it will enable the Captain to respond immediately to critical incidents when away from home.

## SECTION 23. TERM OF AGREEMENT

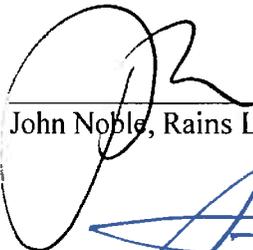
- 23.1** This Memorandum of Understanding shall be effective except for any provisions of this Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including June 30, 2027.
- 23.2** This Memorandum of Understanding shall be extended on a month-to-month basis pending a new Memorandum of Understanding.
- 23.3** During the term of this Memorandum of Understanding, City agrees that it will not lock out employees and Association agrees that it will not engage in, encourage or approve any strike, slow-down or other work stoppage growing out of any dispute relating to the terms of this Memorandum of Understanding, recognizing with City that all matters of controversy within the scope of this Memorandum of Understanding shall be settled by established Grievance procedures. If there is a strike, slow-down or work stoppage, the employees who engage in such activity shall be subject to discipline up to and including discharge. The City may seek such remedies are available under the Law.
- 23.4** Existing Benefits

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

SECTION 24. SIGNATURES

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

**SAN PABLO POLICE EMPLOYEES  
ASSOCIATION**

  
\_\_\_\_\_  
John Noble, Rains Lucia

  
\_\_\_\_\_  
Captain James Laughter

  
\_\_\_\_\_  
Lieutenant Shawn Ray

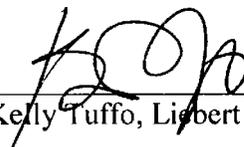
9/21/22  
Date

**CITY OF SAN PABLO**

  
\_\_\_\_\_  
Charles Ching, Assistant City Manager

  
\_\_\_\_\_  
Norm Veloso, Finance Director

  
\_\_\_\_\_  
Viviana Toledo, Management Analyst

  
\_\_\_\_\_  
Kelly Tuffo, Liebert Cassidy Whitmore

9/21/22  
Date

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

**REOPENER FOR NEW POLICY**

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

**PURPOSE**

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

**DONOR/RECIPIENT QUALIFICATIONS**

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

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

## **DONATIONS**

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

## **PROCEDURE**

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

- F. The City may require periodic medical certification updates regarding the catastrophic illness and may require a fitness for duty certification prior to the employee returning to work.
- G. This procedure will in no way limit the City's management rights to require modified duty.

**CANCELLATION OF CATASTROPHIC LEAVE**

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