



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDWOOD CITY

AND

THE CHIEF OFFICERS' ASSOCIATION

MAY 9, 2011 - SEPTEMBER 30, 2013

TABLE OF CONTENTS

Article	Page No.
ARTICLE 1 - RECOGNITION.....	1
1.1 Association Recognition	1
1.2 Employer Recognition.....	1
ARTICLE 2 - NO DISCRIMINATION.....	1
2.1 No Discrimination	1
2.2 Americans With Disabilities Act (ADA)	1
ARTICLE 3 - ASSOCIATION RIGHTS.....	2
3.1 Use of City Facilities	2
3.2 Advance Notice	2
3.3 Availability of Data	2
ARTICLE 4 - CITY RIGHTS	2
ARTICLE 5 - OFFICIAL REPRESENTATIVES	3
ARTICLE 6 - LAYOFF AND RE-EMPLOYMENT	3
6.1 Layoff.....	3
6.2 Notification of Layoff.....	3
6.3 Order of Layoff.....	3
6.4 Bumping Rights	3
6.5 Re-employment	3
ARTICLE 7 - PERSONNEL FILES AND PERFORMANCE EVALUATIONS	4
7.1 Personnel Files	4
7.2 Frequency of Evaluation.....	4
7.3 Annual Evaluation.....	4
ARTICLE 8 - PROBATIONARY PERIOD.....	4
8.1 Objective.....	4
8.2 Duration	4
8.3 Extension or Reduction of Probationary Period	5
8.4 Regular Appointment.....	5
8.5 Rejection of Probationer	5
ARTICLE 9 - PROMOTION.....	5
9.1 Examination.....	5
9.2 Eligibility List	5
9.3 Promotional Appointment	6
9.4 Probationary Period for Promotional Appointments.....	6
ARTICLE 10 - RECLASSIFICATION	6
10.1 Definition.....	6

ARTICLE 11 - DISCIPLINE	6
ARTICLE 12 - RESIGNATION AND REINSTATEMENT	7
12.1 Resignation.....	7
12.2 Reinstatement.....	7
ARTICLE 13 - RETIREMENT.....	7
13.5 Exit Incentive Plan (EIP)	8
ARTICLE 14 - PAY	9
14.1 Pay Period	9
14.2 Salary Increases.....	9
14.3 Meritorious Achievement Adjustment.....	10
14.4 Salary Increase on Promotion	10
14.5 Overtime.....	10
14.6 External Reimbursements	11
14.7 Uniform Allowance.....	11
14.8 Mileage Payment.....	11
14.9 Other Expenses.....	11
14.10 Compensation for Vehicular Damage.....	12
14.11 Bilingual Pay.....	12
14.12 Temporary Upgrade	12
14.13 Educational Expense Reimbursement.....	12
14.14 Training.....	13
14.15 Licenses and Certificates.....	13
14.16 Vacations.....	13
14.17 Illness During Vacation.....	14
14.18 Recognized Holidays.....	15
14.19 Weekend Holidays.....	16
14.20 Work on a Holiday	16
14.21 Holiday During Vacation	16
14.22 Deferred Compensation.....	16
ARTICLE 15 - HOURS OF WORK.....	16
ARTICLE 16 - LEAVE PROVISIONS.....	16
16.1 Sick Leave	16
16.2 Industrial Disability Leave	18
16.3 Military Leave	18
16.4 Leave of Absence Without Pay.....	18
16.5 Jury Duty	18
16.6 Maternity Leave of Absence Without Pay.....	19
16.7 Leave for Pregnancy Disability	19
16.8 Bereavement Leave	20
16.9 Family and Medical Leave.....	20
16.10 Court Appearance Leave.....	21
16.11 Personal Business Leave	21
ARTICLE 17 - HEALTH PLANS.....	22
17.1 Health and Cafeteria Plans.....	22
17.2 Dental Insurance	23

17.3	Vision Care	23
17.4	Savings Clause.....	24
17.5	Life Insurance	24
17.6	Long Term Disability.....	24
17.7	Social Security	24
17.8	COBRA.....	25
ARTICLE 18 - SAFETY		25
18.4	Substance Abuse	25
ARTICLE 19 - GRIEVANCE PROCEDURE		26
19.1	Definition.....	26
19.2	Procedure.....	26
19.2.4	Appeal.....	26
19.2.6	Binding Arbitration	27
ARTICLE 20 - OUTSIDE EMPLOYMENT		29
ARTICLE 21 - SEPARABILITY OF PROVISIONS		29
ARTICLE 22 - TERM		30
SIDELETTERS OF AGREEMENT		31
	VEBA, EIP and Compaction	31
	Retirement Health Savings Plan	32
	Retiree Medical Premiums	33

ARTICLE 1

RECOGNITION

1.1 Association Recognition

Pursuant to the Employer-Employee Resolution of the City adopted August 7, 1982, the Chief Officers' Association ("the Association") has been recognized as the Majority Representative, for the regular full-time and regular part-time employees assigned to the following classes:

Administrative Chief/Fire Marshal
Battalion Chief
Deputy Fire Chief

This unit of employees shall for the purpose of identification be titled the Non-Exempt Chief Officers Association (COA) Unit.

1.2 Employer Recognition

The City Manager is the representative of the City of Redwood City ("the City") in employer-employee relations pursuant to the Employer-Employee Relations Resolution of the City adopted August 7, 1972.

ARTICLE 2

2.1 No Discrimination

It is the policy of the City of Redwood City to provide equal employment opportunity to all employees and applicants for employment. All employment practices, such as recruitment, selection, promotions, and other terms and conditions of employment are administered in a manner designed to ensure that employees and applicants for employment or services are not subjected to discrimination on the basis of age (over 40), race, color, sex, national origin, medical condition, disability (except where a disability is a bona fide occupational disqualification), sexual orientation, transgender, transsexual, transvestite, marital status, religious or political preference or union affiliations.

2.2 Americans With Disabilities Act (ADA)

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Memorandum of Understanding 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.

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. 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 in the grievance/arbitration procedure.

Prior to disregarding any provision of this Memorandum of Understanding 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 Memorandum of Understanding.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 Use of City Facilities

The Association may, with the prior approval of the Human Resources Director, be granted the use of City facilities for meetings of City employees, provided space is available. The use of City equipment, other than items normally used in the conduct of meetings, is strictly prohibited.

3.2 Advance Notice

The Association shall be notified of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City or by any department, and the Association shall be given the opportunity to meet and confer or consult on the impact of such ordinance, rule, resolution, or regulation prior to its adoption by the City Council, board or commission of the City, or any department. In cases of emergency when the City administration determines that an ordinance, rule, regulation, or resolution must be adopted immediately, without prior notice or meeting with the Association, the City shall provide the Association such notice and the opportunity to meet and confer or consult on the impact of such ordinance, rule, resolution, or regulation at the earliest practical time following the adoption of such ordinance, rule, resolution, or regulation.

3.3 Availability of Data

The City shall make available to the Association such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in the Employer-Employee Relations Resolution adopted by the City Council on August 7, 1972, and Government Code Sections 6250 et seq. Such information shall be made available during regular working hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, if any, where applicable.

ARTICLE 4

CITY RIGHTS

To insure that the City is able to carry out its constitutional, chartered and statutory functions and responsibilities, nothing contained herein shall be construed to require the City to meet and confer on matters which are solely a function of management, including the right to direct the work force; to select and determine the number and types of employees required; to determine the content of job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with the requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

ARTICLE 5

OFFICIAL REPRESENTATIVES

A maximum of two (2) Association representative unit members shall be allowed concurrent time off without loss of compensation to represent the Association in the meet and confer process. The Association shall submit the names of these unit representatives to the Human Resources Director at least two (2) working days prior to scheduled meet and confer sessions, and the representatives shall advise their supervisors in advance prior to leaving their work assignments to attend such meetings.

ARTICLE 6

LAYOFF AND RE-EMPLOYMENT

6.1 Layoff

Whenever in the judgment of the City Council it becomes necessary in the interest of economy or because the position involved no longer exists, the City Council may abolish any position or employment in the competitive service, and the employee holding such position or employment may be laid off without the filing of written charges. Any appointing power may likewise lay off a regular employee whenever lack of work or lack of funds requires a reduction in the number of employees.

6.2 Notification of Layoff

The City shall notify the Association no less than fifteen (15) working days prior to any employee being laid off. Upon written request of the Association to the Human Resources Director, the City will meet to discuss the conditions causing the layoff and the impact upon classifications in the bargaining unit. Such discussions shall be without recourse to the grievance procedure.

6.3 Order of Layoff

In the event of a reduction in force, bargaining unit members with the shortest length of service in the classifications affected shall be laid off first. If two employees have equal length of service in a classification, the order of seniority shall be determined by standing on the eligibility list. If two employees have equal length of service in a classification and the same standing on the eligibility list, the order of seniority shall be determined by employment test score.

6.4 Bumping Rights

Any unit member laid off under the terms of this article may, if he or she so elects, be reassigned to a position in a lateral or lower related classification within the same department which is held by an employee having less service with the City. Such reassignment shall occur only in the event the employee is capable by virtue of prior training and experience to perform the work required.

6.5 Re-employment

For those employees who do not exercise the election referred to in Section 6.4 above, and for all other laid off employees, the name of each employee who is laid off shall be placed at the head of the eligible list for the class of positions which he or she held, and such person shall be given preference in filling vacancies in that class.

ARTICLE 7

PERSONNEL FILES AND PERFORMANCE EVALUATIONS

7.1 Personnel Files

An employee or his or her Association representative upon presentation of written authorization from the employee shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation ratings and letters of reprimand or warning prior to placing them into the employees' personnel file, and copies of letters of reprimand or warning shall be sent to the Human Resources Director. At the employee's request, copies of performance evaluation ratings and letters of reprimand or warning shall be sent to the Association. Upon receipt of a letter of reprimand or warning which the employee feels is factually incorrect, he may so advise, in writing, the Fire Chief and the Association, but letters of reprimand or warning may not be appealed through the grievance procedure as set forth in Article 19 herein. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file without prejudice to subsequent arguments concerning the contents of such documents. At the request of the employee, letters of reprimand shall be removed within two (2) years from an employee's personnel file provided that no further infraction of any City rule or regulation has been documented in the employee's personnel file within such period of time.

7.2 Frequency of Evaluation

All regular unit members holding regular status shall be evaluated annually. Probationary unit members shall be evaluated at the end of the sixth month, and within ten (10) days of the end of the probationary period.

7.3 Annual Evaluation

Employees shall receive an overall annual performance rating of "satisfactory", "exceeds standards," "outstanding" or "unsatisfactory." Once the employee's performance evaluation has been completed, it shall be presented to the employee for review and signature. An employee who receives an "unsatisfactory" evaluation will not be eligible to receive a merit salary increase under 14.3.1 until the employee receives an overall annual performance rating of "standard" or higher.

ARTICLE 8

PROBATIONARY PERIOD

8.1 Objective

The probationary period is an integral part of the examination process and is utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for rejecting any probationary employee whose performance does not meet required work standards.

8.2 Duration

All original and promotional appointments made of employees, who are members of the COA bargaining unit shall be subject to a probationary period of one (1) year.

8.3 Extension or Reduction of Probationary Period

Upon written recommendation of the Fire Chief and approval of the Human Resources Director, a probationary period may be shortened or lengthened by any period of time up to and including six (6) months. An extension or reduction of the probationary period shall be based on the employee's performance.

8.4 Regular Appointment

At the end of the probationary period, if the Fire Chief desires to make a regular appointment of the probationary employee, he/she shall file with the Human Resources Director a written statement to the effect that the employee's services are satisfactory. If the employee's services are not satisfactory, the Fire Chief shall file a written statement rejecting the probationer, or requesting an extension as defined in Section 8.3.

8.5 Rejection of Probationer

During the probationary period an employee may be rejected by the Fire Chief and terminated by the appointing authority without the right of review of any kind. Any employee rejected during the probationary period following promotion shall be reinstated to the position from which he/she was promoted, unless charges are filed and he/she is duly discharged.

ARTICLE 9

PROMOTION

9.1 Examination

In the event the City desires to fill a vacancy by promotion, the Human Resources Director shall prepare and administer an examination for those employees holding similar positions in lower classes.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

9.2 Eligibility List

After each examination has been scored and rated, the names of successful candidates shall be recorded on an eligibility list in the order of their standing on the examination. Eligibility lists shall continue in effect one (1) year after establishment. They may be extended for a period of not to exceed one (1) year or abolished before the expiration of the yearly period by the Human Resources Director upon recommendation of the Fire Chief. The name of any employee on an eligibility list may be removed by the Human Resources Director: if the eligible employee requests in writing that his/her name be removed; if he/she fails to respond to a written offer of employment within five (5) business days after the mailing of notice; if a subsequent report of a character investigation is unsatisfactory; or if he/she has been rejected for appointment three (3) times, by the Fire Chief.

Each employee on an eligibility list shall have the right to waive two (2) successive offers of employment without affecting his/her standing on the eligibility list. However, after the third offer of employment has been waived, the employee's name shall be removed from the eligibility list.

9.3 Promotional Appointment

Promotional Appointments shall be made from the eligibility list of candidates who are ready and willing to accept the position offered.

9.4 Probationary Period for Promotional Appointments

The probationary period for promotional appointments shall be one (1) year. Upon written recommendation of the Fire Chief and the approval of the Human Resources Director, a probationary period for a promotional appointment may be shortened or lengthened by any period of time up to and including six (6) months. An extension or reduction of the probationary period shall be based on the employee's performance.

ARTICLE 10

RECLASSIFICATION

10.1 Definition

"Reclassification" is defined as assignment to a more appropriate class, whether newly or previously titled, due to gradual accretion of, or substantial change in an employee's duties, responsibilities, authority or character of work.

10.2 The City reserves the right to determine and change job classifications and descriptions.

10.3 The parties agree that the City retains its right to create new positions, and that this article shall not apply to newly created positions.

ARTICLE 11

DISCIPLINE

11.1 The City may discharge, suspend, demote, and/or reduce the pay of any employee who has completed the probationary period for cause, including but not limited to the following or any other cause which is deemed proper by the City Manager:

- 11.1.1** Dishonesty;
- 11.1.2** Insubordination;
- 11.1.3** Intoxication or being under the influence of a controlled substance while on duty;
- 11.1.4** Incompetence or inefficiency;
- 11.1.5** Willful negligence or willful damage to public property or waste of public supplies or equipment;
- 11.1.6** Failure to perform work as required or failure to comply with or violation of the City's reasonable rules regarding safety, conduct and operations;
- 11.1.7** Unauthorized absence;
- 11.1.8** The commitment or conviction of any criminal act;
- 11.1.9** Conduct unbecoming a management employee in the public service;
- 11.1.10** Disorderly or immoral conduct;
- 11.1.11** Incapacity due to mental or physical disability;
- 11.1.12** Neglect of duty.

- 11.2 Any discharged, suspended or demoted employee, or an employee who has had his pay reduced, shall be furnished the reasons for the disciplinary action in writing, and a copy of this letter shall be furnished to the Association at the employee's request.
- 11.3 In the event an employee feels that the discharge, suspension, demotion or pay reduction is unjust, the Association shall have the right to appeal the case through the procedure set forth in Article 21, Grievances. Such grievances may only be appealed to the Appeals Board level of the grievance procedure as set forth in Section 19.2.4 and may not be appealed to binding arbitration.
- 11.4 Probationary employees may be discharged for any reason which, in the sole opinion of the City, is just and sufficient, and such discharge shall not be subject to the grievance procedure set forth in Article 19, except that regular employees of the City shall be subject to dismissal only pursuant to the provisions of Sections 8.5, 11.1, 11.2, and 11.3, who are serving a subsequent probationary period for a promotional appointment.

ARTICLE 12

RESIGNATION AND REINSTATEMENT

12.1 Resignation

An employee wishing to leave the service in good standing shall, whenever possible, file with the Fire Chief at least two (2) weeks notice of an intention to leave the City's service unless the Fire Chief consents to the employee leaving sooner. The written resignation shall state the effective date and reasons for leaving. The resignation shall be forwarded to the Human Resources Director.

12.2 Reinstatement

- 12.2.1 A regular employee who has resigned in good standing may be reinstated to a vacant position of the same class as his/her previous position within a period of one (1) year from the effective date of his/her resignation. Reinstatement shall be made at the salary step recommended by the Fire Chief and approved by the Human Resources Director, not to exceed the salary held at the time the employee left City employment.
- 12.2.2 The reinstated employee will serve the designated probationary period for that classification prior to becoming a regular employee regardless of the salary step at which the employee was reinstated.
- 12.2.3 Reinstated employees who have completed the designated probationary period shall have all years of service with the City of Redwood City credited toward accrual rates and benefit vesting privileges.

ARTICLE 13

RETIREMENT

- 13.1 The City shall contribute on behalf of members of the COA unit seven percent (7%) member contribution to the retirement plan in addition to the established employer contribution and the employee will contribute the additional 2% member contribution on a pre-tax basis. The 7% contribution shall be added to the eligible

compensation for establishing special compensation under California Public Employees Retirement System rules (PERS section 20023(c)(4)).

13.2 For COA unit members hired prior to the 2011 amendment of the City's contract with CalPERS, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members three percent (3%) at fifty (50) formula. For COA unit members hired on or after the 2011 amendment of the City's contract with CalPERS, retirement benefits will be those established by CalPERS for Local Safety Members, three percent (3%) at age fifty-five (55) formula.

13.3 Retirement benefits for COA unit members hired prior to the 2011 amendment of the City's amendment of its contract with CalPERS shall be one (1) year highest compensation PERS retirement benefit, as authorized by Section 20042 of the Government Code. Retirement benefits for COA unit members hired on or after the 2011 amendment of the City's contract with CalPERS will be calculated based on the average of three years of compensation as authorized by Section 20037 of the Government Code.

13.4 In accordance with Section 20516(f) of the Government Code:

Effective the first full pay period beginning on or after January 1, 2012, each unit member shall pay two and one-half percent (2.5%) toward the employer cost of retirement.

Effective the first full pay period beginning on or after January 1, 2013, each unit member shall pay an additional two and one-half percent (2.5%) for a total of five percent (5%) toward the employer cost of retirement.

The five percent (5%) employee cost sharing of the employer cost of retirement identified above shall continue through the final full pay period in September 2013. The City and the COA shall discuss the possible continuation of the employee cost sharing of the employer cost of retirement in future negotiations.

All such employee contributions toward employer cost of retirement will be made on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Code. The contributions shall not be credited to the employee account at CalPERS and shall not be reimbursed to the contributor by the City at any time for any reason.

13.5 Exit Incentive Plan (EIP)

An employee who retires with a Service Retirement from the City between and including the date this tentative agreement is ratified and adopted, and June 30, 2012, will be eligible to receive a payment under the City's EIP equivalent to the cost of purchasing two years of additional service credit with CalPERS. Such payment will be made by the City into an account for the retiree within the City Council approved tax deferred IRC Section 401(a) Plan. EIP's are only offered to those who retire on a service retirement. If an employee has a disability retirement application pending with CalPERS at the time of service retirement, the employee is not eligible for the EIP but remains eligible for the industrial disability retirement. An employee who elects to participate must notify the City in writing no later than three months before their planned retirement date. The details of that Plan are set forth in the Plan Document dated January 1, 2004. The City may amend said Plan from time to time to conform to law and provide for the general administration of the Plan. The employee will sign a release agreement stating they agree with these terms and conditions of the EIP before receiving the benefit.

ARTICLE 14

PAY

14.1 Pay Period

COA unit employees shall be paid bi-weekly on Fridays.

There is a mandatory direct deposit program for all COA unit members.

14.2 Salary Increases

14.2.1

Effective with the first full pay period on or after October 1, 2011, salaries for all COA unit members shall be increased by three percent (3%).

Effective with the first full pay period on or after October 1, 2012, salaries for all COA unit members shall be increased by three percent (3%).

14.2.2 External labor market comparison, paid for by the Association, shall be conducted for all classifications in the association. There will be no adjustments based on labor market studies for the term of this agreement.

Labor market salary figures shall be established by comparing the following factors: Base top step salary and/or control point used in other agencies and employee PERS contribution paid by the employer. The City's comparable labor market shall include the following agencies:

City of Alameda	City of Berkeley
City of Hayward	City of Mountain View
City of Palo Alto	City of San Leandro
City of San Mateo	City of South San Francisco
City of Sunnyvale	

14.2.3 Internal Alignment – All COA classifications shall maintain a minimum differential of +10% above the top step of subordinate classifications.

The following classifications shall be internally aligned and shall maintain their minimum top step differentials to subordinate and/or benchmark classifications as indicated throughout the term of the agreement.

◆ Battalion Chief – 20% above Fire Captain

14.2.4 Initial appointments shall normally be made at the lowest rate of pay. Upon approval of the City Manager, such appointments may be made above the bottom of the range when justified upon consideration of the difficulty of locating qualified personnel and an appointee's experience, education, knowledge of particular duties requires and such other criteria as may be reasonably related to such preferential consideration on the basis of merit.

14.3 Meritorious Achievement Adjustment

14.3.1 When an individual's performance is judged to exceed a satisfactory level, a merit increase may be given in addition to the cost-of-living adjustment. Such an increase may be between four and seven percent (4% and 7%). This increase is based on the City's evaluation of the degree to which the employee met his/her objectives. In making this determination, the relative merit of an individual employee among other COA unit employees shall be considered. The meritorious achievement awards scale will be:

Unsatisfactory	No increase
Satisfactory	4%
Exceeds Standards	5%-6%
Outstanding	7%

14.3.2 Recommendations for merit increases will be made by the Fire Chief and forwarded with detailed justifications to the City Manager and Human Resources Director, who may make adjustments prior to approval. Subject to Section 10.8 merit increases may only be granted upon completion of at least six (6) months of probationary employment and yearly thereafter.

14.4 Salary Increase on Promotion

Promotional appointments shall be made at the level in the new salary range which results in an increase of at least five percent (5%) but in no event shall the promoted employee receive less than the salary of any subordinate classification the employee is required to supervise directly. Promotional appointments which result in a salary increase of more than five percent (5%) may be made with the approval of the City Manager. Promoted employees are eligible for a merit salary increase after six (6) months of service in the promotional classification and on a yearly basis thereafter.

14.5 Overtime

14.5.1 Overtime is to be paid after forty (40) hours in paid status in one (1) work week or fifty-six (56) hours in the case of a shift Battalion Chief, and for work performed in excess of eight (8) consecutive hours in one (1) day (exclusive of lunch period), except as provided in Article 14.5.2 below.

14.5.2 A forty (40) hour COA unit member who is assigned to a shift consisting of more than eight (8) consecutive hours (exclusive of lunch period) shall be entitled to overtime after forty (40) hours in paid status in one (1) work week.

14.5.3 All overtime must be authorized by the Fire Chief and documented on time cards.

14.5.4 Forty (40) hour COA unit members shall be paid overtime on a straight time basis or shall receive one (1) hour of administrative leave for each hour of overtime worked, up to a maximum of one hundred twenty (120) hours per calendar year. Administrative leave not used by December 31 shall be paid off at the straight time rate.

14.5.5 Battalion Chiefs assigned to a shift schedule shall be paid overtime at a straight time basis or shall receive up to one hundred and sixty-eight (168) hours as administrative leave at the fifty-six (56) hour rate. Administrative leave not used by December 31 shall be paid off at the straight time rate.

14.5.6 Battalion Chiefs shall have the right of first refusal for all hire backs to fill a Battalion Chief's shift when the regularly scheduled Battalion Chief is on a City authorized leave. Overtime hours earned under this hire back provision shall be paid in cash and not count toward the one hundred sixty-eight hours (168) yearly overtime limit specified in Sections 14.5.5.

14.6 External Reimbursements

When external Federal or State funds are made available to the City to specifically fund or reimburse COA unit overtime activities on a special project basis, such externally reimbursed overtime shall not be counted toward the yearly one hundred twenty (120) or one hundred sixty-eight (168) hour overtime limit specified in Sections 14.5.4, and 14.5.5. Additionally, when external Federal or State funds are made available to the City to specifically reimburse COA work activities, COA unit members shall be paid at the reimbursement rate or the rate prescribed by the MOU, whichever is greater.

14.7 Uniform Allowance

At the discretion of the Fire Chief, Battalion Chiefs, the Deputy Fire Chief and the Administrative Chief/Fire Marshall shall be eligible to receive up to six hundred dollars (\$600.00) per year as a uniform allowance.

14.8 Mileage Payment

14.8.1 The City shall reimburse employees for those miles employees are required to drive their personal vehicles in the performance of assigned job duties as follows:

14.8.1.1 Actual costs to and from destination not to exceed a maximum computed at the current prescribed IRS mileage reimbursement rate for miles traveled both within and outside the city by carrier service, including any privately owned conveyance: provided, however, that for travel to and from destination in excess of 300 miles said maximum shall not exceed actual coach air fare when such fare is less than the amount computed at the aforesaid rates. For the purposes of this subsection, the actual cost of fuel, maintenance, repairs, insurance and depreciation, shall be deemed equal to the maximum allowance provided for in this subsection.

14.8.2 Any City employee who is required to keep available a privately-owned vehicle for use in traveling on City business during his/her working days as a condition of employment shall be allowed, as determined by the Fire Chief, an auto allowance amount not to exceed two hundred dollars (\$200.00) per month.

Any employee who is receiving an auto allowance shall not be entitled to utilize the City Pool vehicles.

14.9 Other Expenses

Upon prior approval of the Fire Chief, the City will reimburse employees for expenses incurred in performance of their assigned job duties when such other expenses are other than, or in addition to, expenses based upon mileage transportation costs as provided in Section 14.8.

14.10 Compensation for Vehicular Damage

An employee may be compensated by the City for property damage to a private vehicle owned by the employee or his/her spouse, provided that at the time the damage occurred the employee was using the vehicle within the scope of his/her employment and directly in pursuit of City business. The City shall pay the employee the actual cost of the damage less monetary damages paid the employee, provided the total payment by the City shall not exceed one hundred dollars (\$100.00) for any one (1) occurrence. It is further understood that payment shall be made only in the event a City-owned vehicle was not assigned to or available for use by the employee; the employee is not required to keep a vehicle available as provided in Section 2.16 of the Redwood City Code; and that the employee has diligently pursued his/her legal remedies to obtain payment for the damages in an amount which totally compensates for the damages, the employee shall reimburse the City any payments made as provided by this Section 14.10.

Except as otherwise specifically provided in this section, the existing City policy on Use of City Owned and Private Vehicles for City Business shall be followed.

14.11 Bilingual Pay

COA unit members who are assigned job duties requiring bilingual skills are eligible to receive a two and one-half percent (2.5%) pay differential for the use of bilingual skills in job duties arising during the normal course of work.

COA unit members with advanced bilingual skills are eligible to receive a five percent (5%) pay differential for the use of these advanced skills in job duties arising during the normal course of work. Advanced bilingual skills, for the purpose of the five percent (5%) pay differential shall be defined as the ability to translate and communicate beyond conversational speaking and/or basic writing. Employees who receive the five percent (5%) advanced bilingual differential are required, when called upon, to utilize their skills citywide.

Eligibility for the regular or advanced bilingual pay differential shall be determined by the Human Resources Director on the basis of an oral proficiency test and an oral and written proficiency test, respectively. Both tests will be developed and administered by the City. To retain the 2.5% or 5% differential, employees will be required to pass the City's bi-annual proficiency test.

14.12 Temporary Upgrade

ACOA unit member temporarily assigned by the Fire Chief to work in a higher paid classification shall receive a temporary upgrade to the lowest point of the range in the higher classification, or an increase of five percent (5%), whichever is greater.. This temporary upgrade shall be effective on the 11th work day in the higher classification. In no event shall the employee so assigned receive more than the top of the range for the higher classification.

14.13 Educational Expense Reimbursement

14.13.1 COA unit employees shall be eligible for reimbursement of costs of tuition, registration fees, books, calculators, and other related items and supplies that are incurred in connection with enrollment in and successful completion of an education development program or course.

14.13.2 Effective October 1, 1991, an employee shall be eligible to receive reimbursement not to exceed six hundred and fifty dollars (\$650.00) per fiscal year, are approved in advance of enrollment by the Human Resources Director and the Fire Chief, and the employee successfully completes such course submitted for reimbursement with a grade of "C" or better. The Educational Expense Reimbursement Program may be used for professional development workshops or seminars.

14.13.3 The Human Resources Director may establish standards and criteria and enact such rules, regulations, procedures and policies as are necessary or appropriate to implement the provisions of this Section 14.14.

14.14 Training

The Human Resources Director is responsible for developing training programs in order to improve the efficiency and broaden the knowledge of employees in the performance of their duties. Successful completion of special training may be considered in making advancements and promotions. The Association may appoint a member to meet with the Human Resources Director to plan, evaluate and recommend training programs.

14.15 Licenses and Certificates

Employees who are required by State or Federal agencies, or by job description, to be licensed or certificated shall be reimbursed for the fees for such license or certificate, including other DMV licenses above Class "C" required by the Department of Motor Vehicles.

14.16 Vacations

14.16.1 All COA unit members shall be entitled to vacation leave, with Fire Chief approval, from the commencement of their employment with the City.

14.16.2 The time during the calendar year at which a COA unit member shall take vacation shall be determined by the Fire Chief with due regard to the wishes of the unit member and with particular regard to the needs of the service. Preference of vacation date shall be given to employees according to their length of service in as reasonable manner as possible.

14.16.3 Full-time employees shall be entitled to annual vacation leave as follows:

Employees shall accrue vacation at a rate (3.077 hours per pay period) that yields eighty (80) hours of vacation at the end of each year of service from the first year through the fourth year. After completion of the fourth year of service, employees shall accrue vacation at a rate (4.615 hours per pay period) that yields one hundred twenty (120) hours of vacation at the end of each year through the ninth year of service. After completion of the ninth year of service, employees shall accrue vacation at a rate (6.154 hours per pay period) that yields one hundred sixty (160) hours of vacation per year through the fourteenth year of service. After completion of the fourteenth year of service, employees shall accrue vacation at a rate (6.923 hours per pay period) that yields one hundred eighty (180) hours of vacation per year through the nineteenth year of service. After completion of the nineteenth year of service, employees shall accrue vacation at a rate (7.692 hours per pay period) that yields two hundred (200) hours of vacation per year.

Battalion Chiefs assigned to twenty-four (24) hour duty shifts shall be entitled to annual vacation leave as follows:

Employees shall accrue vacation at a rate (4.615 hours per pay period) that yields one hundred twenty (120) hours of vacation at the end of each year of service from the first year through the fourth year of service. After completion of the fourth year of service, employees shall accrue vacation at a rate (7.385 hours per pay period) that yields one hundred ninety-two (192) hours of vacation at the end of each year through the ninth year of service. After completion of the ninth year of service, employees shall accrue vacation at a rate (8.615 hours per pay period) that yields two hundred twenty-four (224) hours of vacation per year through the fourteenth year of service. After completion of the fourteenth year of service, employees shall accrue vacation at a rate (9.692 hours per pay period) that yields two hundred fifty-two (252) hours of vacation per year through the nineteenth year of service. After completion of the nineteenth year of service, employees shall accrue vacation at a rate (10.769 hours per pay period) that yields two hundred eighty (280) hours of vacation per year.

14.16.4 Vacation leave shall not be accumulated in excess of two (2) years accrued vacation leave computed through the pay period that includes the 31st of December, except upon written authorization of the Human Resources Director.

14.16.5 Upon termination of employment an employee shall be paid cash value of his/her accrued vacation leave at the time of the termination, in accordance with the above schedule.

14.17 Illness During Vacation

14.17.1 An employee who commences a scheduled vacation period and subsequently becomes ill before his or her vacation period has been completed shall be placed on illness leave under the following conditions:

14.17.1.1 The employee otherwise qualifies for illness leave as provided by this Agreement; and,

14.17.1.2 The employee, if no longer ill, returns to duty immediately following the vacation period; and, vacation period; and,

14.17.1.3 The employee's illness is verified by a statement from an accredited medical doctor for each such day of illness leave requested.

14.17.2 When the employee's vacation leave is converted to illness leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance, and a reasonable opportunity to utilize this vacation credit shall be provided within the city's existing practices in order to avoid loss of vacation credit.

14.18 Recognized Holidays

14.18.1 The following are the recognized holidays for employees in the following classifications:

- Forty (40) hour Battalion Chiefs
- Deputy Fire Chief
- Administrative Chief/Fire Marshal

New Year's Day

Martin Luther King, Jr. Day (observed on the third Monday in January)

Washington's Birthday (observed on the third Monday in February)

Memorial Day (observed on the last Monday in May)

Independence Day

Labor Day (observed on the first Monday in September)

Veterans Day (observed November 11)

Thanksgiving Day

The Day After Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

14.18.2 Two administrative holidays and such other days as may be proclaimed local holidays. Administrative Holidays may only be taken in eight (8) hour increments. At the option of the employee, an employee may receive pay at the employee's straight-time rate of pay in lieu of one or both of the administrative holidays at eight (8) hours per administrative holiday. In the event that one or both of the administrative holidays are not used by the last pay period paid in the year (based on the preceding 26 pay periods), payment will be made no later than the first pay period in February.

14.18.3 Holiday Compensation for Twenty-Four (24) Hour Duty Schedule Battalion Chiefs

Each employee in the classification of Battalion Chief assigned to a twenty-four (24) hour duty schedule shall receive no time off in the event the employee is required to work on any of the days set forth in Section 14.19.1 above. Instead, for each holiday listed in 14.19.1 above, and in addition to any straight time hours paid on each holiday listed in 14.19.1 above, Battalion Chiefs assigned to a twenty-four (24) hour duty schedule shall receive eight (8) hours of pay at time and one-half calculated on the basis of an eight (8) hour day.

For each employee in the classification of Battalion Chief assigned to a twenty-four (24) hour duty schedule, the two administrative holidays listed in 14.19.2 above may only be taken in twenty-four (24) hour increments. At the option of the employee, an employee may receive pay at the employee's straight-time rate of pay in lieu of one or both of the administrative holidays at eight (8) hours per administrative holiday calculated on the basis of an eight (8) hour day. In the event that one or both of the administrative holidays are not used by the last pay period paid in the year (based on the preceding 26 pay periods), payment will be made no later than the first pay period in February.

14.19 Weekend Holidays

When any of the holidays listed in 14.19.1 above fall on Sunday, the following Monday shall be considered the holiday. When any of these holidays fall on Saturday, the proceeding Friday shall be considered the holiday.

14.20 Work on a Holiday

A COA unit member listed in 14.19.1 above, who is required to work on any of the holidays listed in Section 14.19.1 above, shall receive instead a paid day off on the workday either preceding or following the holiday as determined by the Fire Chief.

14.21 Holiday During Vacation

In the event any of the holidays specified in Section 14.19.1 above occurs while an employee is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

14.22 Deferred Compensation

The City shall contribute an amount equal to two percent (2%) of base monthly salary to a deferred compensation plan offered by the City.

Employees on no-pay status will have this amount prorated based on total number of hours of no-pay status during the pay period.

ARTICLE 15

HOURS OF WORK

The regular workweek shall be forty (40) hours per week. The regular workweek for Battalion Chief on a shift schedule shall be fifty-six (56) hours per week.

ARTICLE 16

LEAVE PROVISIONS

16.1 Sick Leave

16.1.1 Sick leave with pay shall be granted to all regular employees at the rate of one (1) working day for each full calendar month of service from the commencement of their employment with the City. Battalion Chiefs who work a fifty-six (56) hour work week shall accrue sick leave at the rate of twenty-four (24) hours per month. Battalion Chiefs who work a forty (40) hour work week shall accrue sick leave at the rate of eight (8) hours a month. At retirement, Battalion Chiefs assigned to a forty (40) hour work week will have their accrued sick leave balance converted to a balance based on the fifty-six (56) hour rate and the retirement sick leave buyout will be paid using the fifty-six (56) hour rate of pay.

Pursuant to Section 16.9, an employee may also request family and medical leave if he/she is unable to perform his/her job because of a serious health condition, or needs to care for a child, following birth or placement, or needs to care for a spouse, domestic partner, child or parent who is seriously ill.

- 16.1.2** Sick leave shall be defined as the non-job related absence from work due to illness, bodily injury, exposure to contagious disease, and caring of family members whose illness required the employee's care. For the purpose of this article, immediate family means spouse, domestic partner (as defined and recognized under state law), child, stepchild or parent.
- 16.1.3** Unused sick leave may be accumulated to maximum sick leave credits of one-thousand two-hundred (1200) hours. For Battalion Chiefs who work a fifty-six (56) hour work week unused sick leave may be accumulated to a maximum sick leave credit of two-thousand four-hundred (2400) hours
- 16.1.4** In the event an employee has accumulated the maximum sick leave credits of one-thousand two-hundred (1200) hours (2400 hours for Battalion Chiefs who work a fifty-six (56) hour work week) and the employee becomes so severely ill that he exhausts his/her sick leave, the Human Resources Director may, upon the written recommendation from the employee's Fire Chief, authorize additional sick leave to include any sick leave in excess of the one-thousand two-hundred (1200) hours (2400 hours for Battalion Chiefs who work a fifty-six (56) hour work week) maximum which may have been lost due to the maximum limitation; provided, however, that sick leave credits were not accumulated for a period of six (6) months or longer. This provision will also apply to Battalion Chiefs in cases where sick leave balances were decreased due to reassignment from a fifty-six (56) hour to a forty (40) hour work week.
- 16.1.5** An employee may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the preceding 26 pay periods) by requesting payment of unused sick leave in writing to the Director of Finance on or before December 1 of that year. Payment shall be made at twenty-five (25%) of the value of the unused sick leave, or fifty percent (50%) of the value of the unused sick leave when no more than ten (10) hours of sick leave have been used (24 hours for Shift Battalion Chiefs) for the preceding (26) pay periods at the salary for the year in which the payment is being made. Payment shall be made after December 31. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year. Use of Personal Business Leave shall be excluded from the definition of sick leave for the purposes of this section.
- 16.1.6** Accumulated sick leave credits shall be reduced by the value of the sick leave compensated as provided in the above paragraph and the remaining balance shall be accumulated to a maximum of one-thousand two-hundred (1200) hours (2400 hours for Battalion Chiefs who work a fifty-six (56) hour work week).
- 16.1.7** If an employee terminates his/her employment, for reasons other than death, retirement or discharge, compensation in lieu of unused sick leave shall be paid in accordance with the terms provided for an employee who may elect to receive compensation in lieu of sick leave credits, prorated to the date of termination of service. Employees who have ten (10) years of service and who retire from City employment with benefits from PERS or who die while in the employ of the City shall be eligible to receive fifty percent (50%) of accrued unused sick leave. In the event of the death of an employee, such payments shall be made to the designated beneficiary filed with the Director of Finance, or, in the event no designated beneficiary has been chosen, the beneficiary listed in the employee's insurance policy will receive the payment of such unused sick

leave as provided under the provisions for an employee who elects to receive compensation in lieu of sick leave credits. Employees discharged shall not be eligible for payment of unused sick leave.

16.1.8 If an employee's illness or the illness of a family member results in an absence from work for three (3) or more days, a doctor's certificate or other reasonable proof of illness may be required by the City.

16.1.9 If a supervisor believes there is an abuse of sick leave, the supervisor may require the employee to provide medical verification for all future sick leave absences for a period of ninety (90) days.

16.2 Industrial Disability Leave

16.2.1 A COA unit employee who suffers any disability arising out of and in the course of his/her employment as defined by the Workers' Compensation laws of the State of California, shall be entitled to industrial disability leave without loss of compensation for the period of such industrial disability to a maximum of one (1) year, or upon retirement, whichever comes first.

16.2.2 Employees shall not accrue sick leave or vacation leave credits during any period of industrial disability exceeding one (1) month.

16.2.3 An employee who is unable to perform his/her job due to a serious health condition may also request family and medical leave in accordance with Section 16.9.

16.3 Military Leave

The provisions of the Military and Veterans Code of the State of California shall govern the granting of military leaves of absence and the rights of employees returning from such leaves.

16.4 Leave of Absence Without Pay

16.4.1 Upon written request of an employee, the Human Resources Director may grant a leave of absence without pay for a period not to exceed one (1) year. Any authorization for a leave of absence without pay shall be made in writing by the Human Resources Director and the Fire Chief.

16.4.2 During an approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by written permission of the City. The City may cancel the leave of absence or terminate any employee who violates the terms and conditions of the written permission for the leave.

16.5 Jury Duty

Any employee whose name shall be selected from the list of trial jurors or serve as a juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his absence from work; provided, however, that the City may require proof of the time such service was required and any moneys received from jury service shall be turned into the City; provided, further, that the employee shall report to work whenever a reasonable portion of the workday or shift remains for completion. Any employee required to

serve as a juror shall not have his/her regular starting or quitting time changed as a result of being called for jury service.

16.6 Maternity Leave of Absence Without Pay

16.6.1 Maternity leave of absence without pay or benefits shall be granted upon request to non-disabled probationary and regular female employees for that period of time requested up to one (1) year.

16.6.2 Maternity leave shall be granted when the following conditions have been met:

16.6.2.1 The employee shall notify her immediate supervisor in writing accompanied by her physician's certificate of pregnancy as soon as possible after pregnancy has definitely been determined, but no later than ninety (90) days prior to the tentative date on which the leave is to begin. Such notice shall include the tentative dates on which the leave shall begin and end.

16.6.2.2 Within thirty (30) days of the beginning of the maternity leave, the employee shall submit to the Human Resources Director the specific date she intends to begin the leave, accompanied by her physician's written statement attesting to the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall continue on active duty until the specific date providing she performs the full duties and responsibilities of her position and furnishes additional health statements from her physician upon reasonable request.

16.6.2.3 Prior to the establishment of a specific date for return to duty, the employee shall submit to the Human Resources Director a notice of intention to return to duty, accompanied by her physician's statement certifying that the employee is medically qualified to assume regular duties and responsibilities.

16.6.2.4 The Human Resources Director or his/her designee may designate the specific beginning and ending dates within the pay period requested by the employee to meet the needs of the employee and the City.

16.6.3 The employee on leave shall be returned to her original position or if that position is not in existence, to an equivalent position within her classification.

16.6.4 A maternity leave, absent physical disability, is granted without pay for the duration of leave. The employee may elect to continue medical and dental insurance coverage for up to one (1) year during this leave at her own expense.

16.6.5 An employee may coordinate a portion of her maternity leave with provisions of the Family and Medical Leave Act, as described in Section 16.9.

16.7 Leave for Pregnancy Disability

16.7.1 Employees who are working are entitled to use personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including

the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the Human Resources Director may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at the City's expense.

16.7.2 Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the Human Resources Director may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City.

16.7.3 The employee on leave shall be returned to her original position or if that position is not in existence to an equivalent position within her classification. A worker may coordinate a portion of her pregnancy leave with provisions of the Family & Medical Leave Act, as described in Section 18.9.

16.8 Bereavement Leave

16.8.1 In the event of a death in the immediate family of an employee of the City, that employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for and/or attend the funeral not to exceed three (3) regularly scheduled working days or four (4) days in the event the funeral is 300 or more miles from the City. This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on leave of absence, layoff or sick leave.

16.8.2 For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, half-brother, half-sister, stepbrother, stepsister, mother-in-law, father-in-law, grandparent, grandchild, and stepfather, stepmother, stepchild in those cases where direct child rearing-parental relationship may be demonstrated to have existed.

16.8.3 In the event of the death of an active City employee, the City will excuse (without loss of pay) those employees who wish to attend the locally conducted funeral only to the extent it does not interfere with the operation of the City.

16.8.4 Bereavement leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased.

16.9 Family and Medical Leave

16.9.1 In accordance with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993, regular part-time and full-time employees with one year or more years of service are entitled to leave to a maximum of 12 weeks in a 12-month period (or 16 weeks in a 24-month period):

16.9.1.1 to care for a child following a birth or placement of a child with the employee for adoption or foster care;

16.9.1.2 to care for the spouse, domestic partner, child or parent of the employee who has a serious health condition;

16.9.1.3 if the employee is unable to perform his/her job because of the employee's own serious health condition.

For purposes of this section the definition of: child means a biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing "in loco parentis" (in the place of a parent, or a parent's authority, who is under 18 years of age or older and incapable of self-care because of mental or physical disability; spouse/domestic partner as defined or recognized under state law; parent is a biological or adoptive parent or a person who stood "in loco parentis" to an employee when the employee was a child (parent-in-law does not qualify).

16.9.2 When an employee desires leave for the above stated reasons, the employee should give 30 calendar days written advance notice to his/her immediate supervisor (or if the event is unforeseeable employee should give as much notice as possible).

The City may require that a request for family leave be supported by a certification issued by the employee's health care provider.

Certification may also be required from the health care provider of the employee's child, parent or spouse who has a serious health condition before the employee is approved to use family/medical leave to take care of that family member.

Failure to comply with the above requirements may lead to denial of leave.

16.9.3 The employee may elect, or the City may require the employee, to substitute accrued vacation leave or other accrued time off during family/medical leave. Sick leave may be used during the period of family/medical leave in accordance with the provisions of the Plan.

16.9.4 The City will maintain contributions for the employee's health benefits under group health plans at the same level as prior to the leave, in accordance with the Family & Medical Leave Act. The employee may return to the same position, or another position with equivalent benefits, pay and other terms and conditions of employment upon completion of the leave.

16.10 Court Appearance Leave

Leave for court appearance shall be granted by the City for court appearance on behalf of the City with no loss of salary.

16.11 Personal Business Leave

16.11.1 Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this Memorandum of Understanding.

16.11.2 An employee shall be entitled to a maximum of two (2) days per year for Personal Business Leave for any reason without loss of pay. Such leave shall be deducted from accrued sick leave.

- 16.11.3 An employee must secure advance permission for all Personal Business Leave as defined above, and shall normally notify the Fire Chief two (2) days before taking this leave, unless any emergency exists which prohibits the employee from providing such advance notice.

ARTICLE 17

HEALTH PLANS

17.1 Health and Cafeteria Plans

- 17.1.1 The City agrees to contract with the California Public Employee's Retirement System (PERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et. seq.), for the purpose of providing medical insurance benefits for employees and qualifying annuitants, pursuant specifically to Government Code Section 22825 and 22850. Upon the request of the City, the parties will re-open this Article 19.1.1 to meet and confer on modifying 19.1.1 to provide a different group health plan.
- 17.1.2 the City's maximum contribution for each eligible, active employee for a Health Benefits Plan (as referenced in Government Code 22825) shall not exceed the CalPERS minimum contribution, and shall be adjusted annually by the PERS board to reflect any change to the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.
- 17.1.3 For COA unit members employed by the City who have ten (10) years of service and retire under the City's retirement, the maximum City contribution toward health plan coverage shall be equal to the CalPERS Bay Area Kaiser Employee-Only premium. Retirees that reside in other higher priced regions will be required to pay the additional premium amount that is in excess of the Bay Area rates.
- 17.1.4 In the event there are any costs not charged to the City due to delays by PERS and/or other administrative agencies in calculating or reporting these costs, said costs shall be carried over and charged as administrative costs to the following plan year and deducted from the aforementioned monthly dollar caps accordingly.
- 17.1.5 **Cafeteria Plan:**
- Available Benefits - The City shall maintain in accordance with Section 125 of the IRS Code a Cafeteria Plan, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to:
- A. Group Health Plan Medical Premiums
 - B. Flexible Spending Account for Dependent Care
 - C. Flexible Spending Account for Medical Expenses
- 17.1.6 **City Contribution:** For the period May 9, 2011 through December 31, 2011, the City's total maximum combined contribution per full-time eligible employee for the aforementioned Cafeteria Plan shall be equal to the amount of the Kaiser Family premium per month per employee minus any costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22750, et. seq. (see 17.1.2).

Effective January 1, 2012, the City's monthly contribution for each eligible full-time employee for the aforementioned Cafeteria Plan shall be equal to ninety percent (90%) of the premium of the health plan and level of coverage selected by the employee, up to ninety percent (90%) of the CalPERS Bay Area Kaiser Family Premium per employee, minus any costs incurred by the City to maintain the Health Benefits Plans under Government Code Section 22750, et. seq. (see 17.1.2)

17.1.7 Effective May 9, 2011 through December 31, 2011, the City will offer the health savings/cash options prescribed below.

17.1.7.1 Effective May 9, 2011 through December 31, 2011, if an employee elects coverage in health, medical spending and/or dependent care the City and the employee shall share equally the difference between their elected coverage to a maximum total shared savings of \$205.00 per month. For example, the maximum an employee could receive under this provision is 50% of \$205.00 or \$102.50 per month. An employee's savings under this provision shall be at least five dollars (\$5.00).

17.1.7.2 Effective May 9, 2011 through December 31, 2011, the City shall offer a second health savings/cash option not to exceed half of the Kaiser Family premium. If a COA unit employee elects no health plan coverage and provides evidence of other coverage during annual open enrollment, as a health savings/cash option the City and the employee shall share equally the amount designated as the City's actual maximum monthly contribution.

17.1.8 Effective January 1, 2012, if an employee elects no health coverage and shows evidence of other coverage, \$200 per month will be credited to the employee's flexible spending accounts or may be taken as cash.

17.1.9 For employees covered by this Memorandum of Understanding, the amounts in this Article 17, shall be prorated for each regular part-time employee working (20) or more hours per week.

17.1.10 Any funds remaining at the end of the fiscal year in each individual Cafeteria Plan account shall be returned to the general fund for use consistent with IRS Code Section 125.

17.2 Dental Insurance

The City shall provide to eligible employees and dependents dental insurance program through the term of this agreement to include coverages as follows: \$2,000 annual cap for basic coverage and \$2,500 lifetime cap for orthodonture . Effective May 9, 2011 through December 31, 2011 the City will pay one hundred percent (100%) of the dental insurance premium for eligible employees and dependents. Effective January 1, 2012, the City will pay ninety percent (90%) of the dental insurance premium for eligible employees and dependents.

17.3 Vision Care

The City shall contract with Vision Service Plan (VSP) or a comparable vision care provider to provide vision care benefits for employees and their dependents. The Vision service Plan B provides for an exam every 12 months, lenses every 12 months if needed, and frames every 2 years if needed. There is to be no deductible for employees, but a \$20.00 per person deductible will apply to dependents each time benefits are available and will be paid by the employee. Effective May 9, 2011 through December 31, 2011, the City

will pay one hundred percent (100%) of the vision insurance premium for eligible employees and dependents. Effective January 1, 2012, the City will pay ninety percent (90%) of the vision insurance premium for eligible employees and dependents.

17.4 Savings Clause

17.4.1 If, pursuant to any federal or state law which may become effective subsequent to the effective date of this Memorandum of Understanding, the City is required to pay contributions or taxes for hospital-medical-surgical, dental care, prescription drug or other health benefits to be provided to employees under such federal or state act, the City's obligation to furnish the same benefits under the hospital-medical programs shall be suspended and the contributions agreed to be paid monthly hereunder by the City shall be reduced each month by the amounts which the City is required to expend during any such month in the form of contributions or taxes to support said federal or state health plan.

17.4.2 If, as a result of such law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under the existing major plan, the City shall, to the extent practical, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under the major medical plans. The City need only expend for this purpose the actual amount required to achieve parity between the benefits provided under the major medical plan and the benefits provided under any federal or state plan as supplemented in the manner hereinabove described. In no event shall the City be required to expend for such purposes an amount which when added to the contributions or taxes required of the City under the federal or state act, shall exceed the amounts paid at the time such legislation becomes effective.

17.4.3 If the benefits provided under the federal or state act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contribution.

17.5 Life Insurance

The City shall offer to eligible employees additional life insurance equal to one and one-half (1-1/2) times the employee's annual salary at a 60/40 premium contribution split between the city and the employee respectively.

17.6 Long Term Disability

The City will contract to provide Long Term Disability Insurance for COA unit employees. The City, for the term of this agreement, will pay the full cost of the basic rate (basic rate provides for up to a \$3,000 maximum monthly payout). A buy-up option will be included to offer the employee the opportunity to increase their coverage, at their own expense, up to an additional \$3,000 monthly payout. The total maximum monthly payout available will be \$6,000.

17.7 Social Security

In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

17.8 COBRA

The City may cause employees not entitled to the benefits set forth in Article 17, who are allowed to remain on a City health insurance plan following separation from employment pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), to be charged for such coverage at the maximum rate permissible by law (presently 102% of the premium for an active employee).

ARTICLE 18

SAFETY

- 18.1** Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations.
- 18.2** Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is witness to an accident shall, if requested, give full and truthful testimony as to same.
- 18.3** Employees shall not be required to operate equipment that has been deemed unsafe.
- 18.4 Substance Abuse**
- 18.4.1** It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential danger.
- 18.4.2** It is in the best interest of the City, the Association, affected employees, and the public to ensure that affected employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the use of any illegal substances or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or the ability to use City property or equipment safely.
- 18.4.3** The City shall continue to provide an employee assistance program for the duration of this Agreement. This program will be provided for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City and the Association to refer employees who have such problems to this counseling service for assistance. In the event that the employee refuses to participate in such counseling or in the event the drug and/or alcohol problem is not resolved through such counseling, the City reserves the right to take disciplinary action against the employee, up to and including dismissal.
- 18.4.4** The City may compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on the City's time by a doctor selected by the City and paid at the City's expense. The City and the Association agree to exchange ideas and information regarding the establishment of a City Alcohol and Drug Abuse Policy during the term of this Agreement.

ARTICLE 19

GRIEVANCE PROCEDURE

19.1 Definition

19.1.1 A grievance shall be defined as any dispute which involved the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this Memorandum. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure. Performance evaluations and Letters of Reprimand shall not be subject to the grievance procedure.

19.1.2 A working day is any day that the City's offices are open for business.

19.2 Procedure

Grievances as defined in Section 19.1 above shall be processed only in the following manner:

19.2.1 Any employee who believes that he/she has a grievance may discuss the grievance with the top management official in the employee's department, or with such subordinate management official as the Fire Chief may designate. If the issue is not resolved within the department, the procedures hereinafter specified may be invoked.

19.2.2 The employee may then notify the Human Resources Director and the Association in writing within five (5) working days that a grievance exists. The notification shall state the particulars of the grievance and the remedy which is desired. The Human Resources Director shall investigate the issues involved, meet with the grievant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Section 19.2.4 below which has not first been filed and investigated pursuant to this Section 19.2.2. The Human Resources Director shall have twenty (20) working days from the date of notification to issue his decision on the subject grievance. Such notification shall be sent in writing to the grievant and the Association.

19.2.3 Any grievance which has not been resolved by the procedures set forth above may be referred to the City Manager by the grievant or by the Human Resources Director within five (5) working days of receipt of the decision of the Human Resources Director. Any such referral shall be in writing, and shall include the specific issues involved together with a statement of the resolution which is desired. A representative of the City Manager, who shall not be the Human Resources Director, shall investigate the merits of the grievance, meet with the grievant and make recommendations to the City Manager within twenty (20) working days.

19.2.4 Appeal

19.2.4.1 Any grievance which is not resolved pursuant to Sections 19.2.1 through 19.2.3 above may be appealed in writing by the Association requesting that an Appeals Board be convened to hear the grievance. The Association shall have five (5) working days after being notified pursuant to Section 19.2.3 to file such an appeal. The Appeals Board shall consist of three individuals who shall be

selected as follows: One member selected by the City Manager; one member selected by the Association; one member to be mutually selected. In the event agreement is not reached on selection of the third member of the Appeals Board, the parties shall strike names from a list of five (5) names provided by the State Mediation and Conciliation Service. The Appeals Board shall convene within three (3) months unless the time is mutually extended by both parties. Notice of the Appeals Board's hearing shall be issued in writing to the interested parties at least one week prior to the date the hearing is scheduled, and such notice shall include the date, time and place of the hearing as designated by the Appeals Board.

19.2.4.2 The Appeals Board shall select one of its members to act as chairman. The chairman shall preside over all hearings conducted by the Board, and the Board shall determine its own rules and procedures. The Board shall have the power to examine witnesses under oath which shall be administered by the chairman, and shall hear all testimony, receive documentary evidence, and conduct investigations to the extent it deems necessary, on all issues presented. Strict rules of evidence need not apply. The Board may cause a written transcript of its hearings to be prepared.

19.2.4.3 Upon conclusion of its hearing and investigation the Appeals Board shall certify its findings and recommendations in writing to the Association and to the City Manager within fifteen (15) working days. Within fifteen (15) working days of receipt of the findings and recommendations of the Appeals Board, the City Manager shall advise the interested parties in writing of his decision. The decision of the City Manager shall be final and binding on grievances except those relating to contract interpretation issues.

19.2.5 No grievance involving the suspension, discharge, reduction in pay, or demotion of such an employee will be entertained unless it is filed in writing with the Human Resources Director within five (5) working days of the time at which the affected employee was notified of such action. The Human Resources Director, with the concurrence of the City Manager, and in pursuance of the provisions of Section 19.2.2 above, or the City Manager, in pursuance of the provisions of Section 19.2.3 above, may resolve a grievance which involves suspension, discharge, reduction in pay, or demotion.

19.2.6 Binding Arbitration

19.2.6.1 Only grievances involving contract interpretation disputes may be referred to Binding Arbitration.

19.2.6.2 Grievances involving the suspension, discharge, reduction in pay or demotion of an employee may not be referred to Binding Arbitration.

19.2.6.3 Contract interpretation grievances may only be referred to Binding Arbitration after they have been thoroughly processed through section 21.2.5 of the grievance procedure and a decision has been rendered by the City Manager.

19.2.6.4 Within twenty (20) days of the grievant's receipt of the decisions in Section 21.2.5, the Association shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Association and the City shall attempt to agree

ARTICLE 20

OUTSIDE EMPLOYMENT

- 20.1** A unit member shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his/her duties as an employee of the City, or with the duties, functions, or responsibilities of the City.
- 20.2** A unit member shall secure written approval from the City Manager prior to engaging in any employment, activity, or enterprise for compensation which could be judged to be inconsistent with, incompatible to, or in conflict with the unit member's duties as an employee of the City. Requests for approval of such outside employment shall be submitted to the City Manager in writing no less than five (5) days prior to the anticipated commencement date of the outside employment.
- 20.3** Any outside employment, activity, or enterprise shall be prohibited if it involves any of the following:
- 20.3.1** The use for private gain or advantage of City time, facilities, equipment or supplies;
 - 20.3.2** The use of the uniform, prestige or influence of the unit member's City office or employment;
 - 20.3.3** Receipt or acceptance by the unit member of any money or other consideration from anyone other than the City for the performance of an act which the unit member, if not performing such act, would be required or expected to render in the regular course of hours of his/her City employment or as a part of his/her duties as a City employee;
 - 20.3.4** The performance of an act in other than his/her capacity as a City employee, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of the City or any of its officers or employees;
 - 20.3.5** Such time demands as would render performance of his/her duties as a City employee less efficient.
- 20.4** Any unit member who is determined to have engaged in an activity prohibited by or in violation of this Article 22 shall be subject to disciplinary action including, without limitation, suspension or termination. The unit member shall receive notice of the proposed discipline and shall have the right to appeal through the Grievance Procedure contained in this Memorandum.

ARTICLE 21

SEPARABILITY OF PROVISIONS

- 21.1** Should any section, clause or provision of this Memorandum of Understanding be declared illegal by a final judgment of a court of competent jurisdiction, the judgment shall not invalidate the remaining portions of the Memorandum of Understanding, which shall remain in full force and effect for the duration of this agreement.
- 21.2** If the judgment of a court of competent jurisdiction invalidates any portion of this agreement, the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

ARTICLE 22

TERM

- 22.1** This Memorandum of Understanding, and any amendments to the rules and regulations and salary ordinance provisions enacted pursuant thereto; and, as reflected in this Memorandum of Understanding shall remain in effect for those employees employed in those classifications which comprise the COA Unit for the period May 9, 2011, and including September 30, 2013.
- 22.2** The terms of this Agreement and its side letters shall be effective upon the adoption of this Agreement by the City Council except as otherwise provided by specific sections of this Agreement.

CITY OF REDWOOD CITY

REDWOOD CITY CHIEF
OFFICERS' ASSOCIATION

BY: Robert Bell 11-03-11
Robert Bell, City Manager

BY: David Pucci 8-25-11
David Pucci, COA President

SIDE LETTER OF AGREEMENT

June 30, 2011

David Pucci
President
Chief Officers Association

SUBJECT: VEBA, EIP AND COMPACTION

Dear Battalion Chief Pucci:

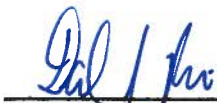
The City of Redwood City (City) and the Chief Officers Association (COA) have met and conferred and have agreed to the following:

1. The City and COA shall meet to discuss the design and possible implementation of a VEBA or Retiree Health Savings Program.
2. The City and the COA shall meet to discuss compensation compaction of COA represented classifications.

If the foregoing is in accordance with your understanding, please indicate your approval and acceptance in the space provided below:

APPROVED AND ACCEPTED

CHIEF OFFICERS ASSOCIATION



David Pucci
C.O.A.

Very Truly Yours,

CITY OF REDWOOD CITY



Gary Rogers
Interim Human Resources Director



**SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF REDWOOD CITY AND
THE CHIEF OFFICERS ASSOCIATION**

This will serve as a side letter of agreement to the current Memorandum of Understanding (MOU) between the City of Redwood City and the Chief Officers Association regarding a retirement health savings (RHS) plan for members of the COA.

The mutually agreed upon plan is the Vantagecare Retirement Health Savings (RHS) Plan administered by ICMA Retirement Corporation, effective October 25, 2011.

Mutually agreed upon components of the established plan effective October 25, 2011, are as follows:

- Effective October 25, 2011 through September 30, 2013, the plan will be funded by 100% of the employee's accrued vacation leave, compensatory time, and sick leave payout at the time the employee separates from the City.

For the Association:

A handwritten signature in blue ink, appearing to be "D. Pucci", written over a horizontal line.

David Pucci
COA President

Date: 10-3-11

For the City:

A handwritten signature in blue ink, appearing to be "Rebecca Burnside", written over a horizontal line.

Rebecca Burnside
Human Resources Director

Date: 10/28/11



**SIDE LETTER OF AGREEMENT BETWEEN:
THE CITY OF REDWOOD CITY AND
THE REDWOOD CITY CHIEF OFFICERS ASSOCIATION**

This will serve as a side letter of agreement to the current Memorandum of Understanding (MOU) between the City of Redwood City and the Redwood City Chief Officers Association (COA) regarding retiree medical premiums.

It is mutually agreed to change the language for Article 17.1.3 of the COA MOU to read as follows:

17.1.3 For COA unit members employed by the City who have ten (10) years of service and retire under the City's retirement, the maximum City contribution toward health plan coverage shall be equal to the percent of premium paid for an active employee.

In regards to retiree medical premiums, the City will follow the attached Administrative Procedure. If the City changes this Administrative Procedure during the term of this Memorandum of Understanding, the City will notify the Association.

For the Association:

A handwritten signature in blue ink, appearing to be "David Pucci", written over a horizontal line.

David Pucci
COA President

Date: 11-15-11

For the City:

A handwritten signature in blue ink, appearing to be "Rebecca Burnside", written over a horizontal line.

Rebecca Burnside
Human Resources Director

Date: 11/16/11



ADMINISTRATIVE PROCEDURE

RETIREE MEDICAL PREMIUM REIMBURSEMENT

Effective January 1, 2012

The City employees after retirement do receive a retiree medical benefit. This benefit is a combination of the "dedicated health contribution" through CalPERS and a reimbursement paid to the employee. The City's required "dedicated health contribution" is a monthly contribution for each eligible retiree for the purchase of medical insurance equal to the minimum monthly employer contribution required under PEMHCA law. The contribution is typically adjusted annually by the PERS board to reflect any change to the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

In addition, the City releases a reimbursement through accounts payable to the retiree to supplement the dedicated health contribution. With the exception of a safety industrial disability retirement, this reimbursement is for medical premiums for the former City employee only and the City does not provide a reimbursement or a benefit of any kind to the retiree's spouse or dependents, although the retiree may elect a two-party or family coverage plan. For qualifying industrial disability retired safety employees, this reimbursement is for medical premiums for the former City employee and dependents. The reimbursement is set every year and can be raised or lowered at any time. The current reimbursement is equivalent to 100% of the monthly premium of the selected health plan up to a maximum monthly contribution equal to the Kaiser Family Plan rate, minus the PEMHCA minimum monthly employer contribution.

To be eligible for participation in CalPERS retiree medical coverage and the PEMCHA contribution, the governing PERS law applies, as follows:

1. The employee must retire with CalPERS within 120 days of separation;
2. The employee must participate in the group health benefit through CalPERS. Employees are not eligible to receive this benefit if they participate in a group health benefit or individual policy benefit outside of the CalPERS group Health Plans; and
3. The employee enrolls directly through CalPERS and the employee follows all of the CalPERS guidelines for open enrollment.

The City will distribute the PEMCHA minimum funds as follows:

1. The City receives a list of eligible retirees participating in CalPERS health every

- month directly from CalPERS;
2. The City pays funds directly to CalPERS that are eligible only for partial payment of the retiree medical plan premium;
3. The amount of the funds the City releases is equivalent to the PEMCHA minimum contribution, as set each year by the CalPERS Board. This amount is known as the "employee dedicated health contribution" and the maximum benefit is the equivalent to the PEMCHA minimum (i.e., in 2010 the benefit was \$108 per month); and
4. The City releases these funds every month.

The former employee is also eligible for the reimbursement paid directly to the retiree under the following circumstances:

1. Pursuant to the governing MOU or rule, the employee must have worked for the City of Redwood City the minimum required number of years, or must be a qualified safety industrial disability retiree;
2. The employee must retire with CalPERS within 120 days of separation;
3. The employee must participate in the group health benefit through CalPERS. Employees are not eligible to receive this benefit if they participate in a group health benefit or individual policy benefit outside of the CalPERS group Health Plans; and
4. The employee enrolls directly through CalPERS and the employee follows all of the CalPERS guidelines for open enrollment.

The City will distribute the retiree reimbursement funds as follows:

1. The City sets the reimbursement amount every year on January 1;
2. The City receives a list of eligible retirees from CalPERS every month, which reflects the retiree's insurance election; and
3. The City sends a check in the amount of the reimbursement to the retiree within 30 days of receipt of the list from CalPERS.