



*Memorandum of Understanding*

*Between*

*The City of Redwood City*

*And*

*Redwood City Police Sergeants*

*Association*

*September 1, 2006 - August 31, 2010*

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**PREAMBLE**

This Memorandum of Understanding (hereinafter MOU) is entered into pursuant to the provisions of Section 3500 et. seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This MOU shall be presented to the City Council of the City of Redwood City as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing September 1, 2006, and ending August 31, 2010.

## **SECTION 1 - RECOGNITION**

### **1.1 Union Recognition**

Redwood City Police Sergeants Association, hereinafter referred to as "the Association," has been recognized as the Majority Representative, pursuant to the Employer-Employee Resolution of the City adopted August 7, 1972, for the regular full-time employees assigned to the classes set forth in Section 7 of this MOU. This unit of employees shall for the purposes of identification be titled the Sergeants Unit.

### **1.2 Employer Recognition**

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

## **SECTION 2 - EEO/ADA**

### **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, 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 MOU 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 conditions 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 MOU 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 MOU.

### **SECTION 3 - ASSOCIATION SECURITY**

#### **3.1 Dues Deductions**

The Association may have the regular dues of its members deducted from the employees' paychecks; provided, however, that such dues deduction shall be made only upon the written authorization of the individual employee.

Payroll deductions shall be for an amount specified by the Association and uniform as between employee members of the Association, and shall not include fines or fees.

Authorization, cancellation or modification of payroll deduction shall be made upon forms provided by the City. The voluntary payroll deduction authorization will remain in effect until employment with the City is terminated or until canceled or modified by the employee by thirty (30) days advance written notice to the City.

Amounts deducted and withheld by the City shall be transmitted to the employee designated in writing by the Association as the person authorized to receive such funds, at the address specified.

The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no deductions will be made to cover that pay period from future earnings. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Association deduction.

The Association hereby agrees to indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Association dues. In addition, the Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

#### **3.2 Bulletin Boards**

The City shall provide suitable space for a bulletin board in the Police Department. The Association shall provide a bulletin board no larger than 30" x 40". The Association shall only be allowed to use such bulletin boards for communications having to do with official Association business, such as time and place of meetings.

### **3.3 Use of City Facilities**

City employees or the Association or their representatives may in accordance with established City policies, 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 business meetings, such as desks, chairs, ashtrays, and blackboards, is strictly prohibited unless written approval is received in advance from the City, the presence of such equipment in approved City facilities notwithstanding.

### **3.4 Advance Notice**

Except in cases of emergency, reasonable advance written notice shall be given to the Association if affected by 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 with such body prior to adoption. In cases of emergency when the City management determines that an ordinance, rule, resolution, or regulation must be adopted immediately, without prior notice of meeting with the Association, City management shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

### **3.5 Access to Work Locations**

Reasonable access to employee work locations shall be granted employees of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation.

Such employees or representatives shall not enter any work location without the prior consent of the City Manager or his or her designated representative. Pre-arrangement for routine contact may be made by agreement between the Association and the department head and when made shall continue until revoked. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during working hours unless approved in advance by the City Manager or his or her designated representative.

## **SECTION 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.

## **SECTION 5. ASSOCIATION REPRESENTATIVES**

City employees who are official representatives or unit representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City Human Resources Director. Such employee representatives shall submit a written request for excused absence to the Police Department head or his or her designated representative with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

## **SECTION 6. NO STRIKE**

The Association, its members and representatives, agree that they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, not to effect a change of personnel or operations of management or of employees not covered by this MOU.

## **SECTION 7. PAY**

### **7.1 Pay Period**

Employees shall be paid bi-weekly.

Effective with Council adoption of the new Memorandum of Understanding, the City will implement a mandatory direct deposit program for all new hires.

### **7.2 Salary Increases**

**7.2.1** Effective with the first full pay period beginning on or after September 1, 2006, there will be no salary increase.

**7.2.2** Effective with the first full pay period beginning on or after September 1, 2007, September 1, 2008, and September 1, 2009, salaries shall be calculated by comparing the total compensation of Police Sergeants in Redwood City to the average total compensation of Police Sergeants and Police Lieutenants in the cities and with the formula specified below:

Milpitas  
Palo Alto  
Santa Clara  
Union City

Mountain View  
San Mateo  
South San Francisco

**Formula:** Increase the level of the Sergeant base salary by an amount of 1/2 of the average total compensation differential between the surveyed Sergeant and Lieutenant classes. The comparative calculation shall include top step base salary, employee PERS payments, educational incentive and health and welfare contributions.

The total compensation comparison shall be effective September 1, 2007, and annually thereafter on September 1, for the term of the MOU.

In the event one or more of the listed comparative cities is in labor negotiations due to the expiration of their labor MOU and does not have salary data available as of September 1, the total compensation factor for those cities shall be equal to the Consumer Price Index for all Urban Consumers for the San Francisco/San Jose area for the preceding fiscal year. This factor shall be no less than 4% nor no greater than 7% should the CPI fall below or exceed these percentages.

At such time as an agreement is adopted with the Police Officers Association regarding market survey improvements, members of the Police Sergeants Association shall, in the same manner, receive this improvement.

- 7.2.3 An employee may be eligible for a salary adjustment to the next higher step above the initial step or rate to which appointment was made upon the satisfactory completion of six (6) consecutive months' employment. An adjustment shall be made only upon the recommendation of the department head and upon approval of the City Manager.
- 7.2.4 Progression of employees from the second step to the third step of the salary plan may be made upon completion of a minimum period of one (1) year at the second step and upon consideration of such employee's performance of duties, experience, education, personal fitness for the position, and other criteria reasonably related to awarding increased compensation on the basis of merit. An adjustment shall be made only upon the recommendation of the department head and upon approval of the City Manager.
- 7.2.5 Progression of an employee from the third step to the fourth step and the fourth step to the fifth step of the salary plan will be based upon the completion of the period of one (1) year's service at the respective lower step.

**7.3 Salary Increase on Promotion**

Promotional appointments shall be made at the salary step in the new salary range which results in a one-step increase in salary. In the event the promotional appointment is made at the second or higher step, the promoted employee shall be eligible for a salary increase in six (6) months following the promotional appointment.

**7.4 Overtime**

**7.4.1 Forty (40) Hour Workweek Employees**

Overtime for unit members in the Police Department is the authorized time worked beyond the forty (40) hour workweek. Payment for overtime will not be made unless such overtime has been authorized in writing by the Police Chief or designated representative prior to such overtime being worked. Overtime shall be compensated at one and one-half (1-1/2) times the employee's rate of pay.

**7.4.2 Definition of Overtime Rate of Pay**

The overtime rate of pay is defined as one and one-half (1-1/2) times the total of the employee's base rate of pay plus any premium pay and any educational incentive pay, prorated to an hourly amount, that the employee receives pursuant to Section 7.5 herein. Premium pay under Section 7.5 includes night differential, Administration, Investigation and training differential. In the event that the City and the PSA agree to establish any additional forms of premium pay, such newly created forms of premium pay will also be included in computing the overtime rate of pay.

**7.4.3 Compensatory Time**

Upon request employees represented by the Association shall be compensated for such overtime in compensatory time off to a maximum accumulation of eighty (80) hours of compensatory time off.

**7.5 Premium Pay**

Employees assigned to administration, investigations, CCAT, Traffic, Training, Narcotics Task Force, and Youth Services shall receive premium pay of five percent (5%) of the employee's base pay.

Employees, who are regularly assigned to a night shift, commencing between the hours of 2:00p.m. and 2:00a.m., shall receive an increase of 5% of their base pay.

**7.6 Court Pay**

An off-duty employee who is subpoenaed to appear in court in cases in which the City is a party shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time rate for all hours the employee is so ordered by the City to appear with a minimum of three (3) hours. The exceptions will be for those employees whose work

shift ends at 8:00 A.M., whose shift begins less than three (3) hours before the subpoenaed time of appearance, or appears by telephone.

Any employee whose work shift ends at 8:00 A.M., who is subpoenaed to appear in court at 9:30 A.M. or earlier in cases in which the City is a party shall remain on duty and perform regularly scheduled assignments until commencement of the court appearance.

Any employee who is subpoenaed to court less than three (3) hours before the start of their scheduled shift shall be compensated for the amount of time before the actual shift begins. The three (3) hour court minimum will not apply.

Any off duty employee subpoenaed to a hearing in which their appearance is accomplished by telephone have two options. First, they may appear at the Redwood City Police Department and telephone the hearing officer from the police department and receive compensation as if they attended court in person with a three (3) hour minimum. Or second, they may make the telephone call from any location they wish and receive compensation for the duration of their call or a court minimum of two (2) hours for this type of appearance.

The employee shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time rate of pay for hours worked in excess of his/her regularly scheduled hours and for hours he/she is required to spend attending court proceedings.

Employees are to receive three-quarters of one percent adjustment to base salary in lieu of a fourth hour of court pay.

## **7.7 Uniform Allowance and Safety Equipment**

Use of soft body armor shall be optional, and shall not be required by the City.

**7.7.1** The City will insure that all new Police Sergeants have or are provided the following articles of uniform clothing:

- 2 pairs of pants
- 2 long-sleeve shirts
- 2 short-sleeve shirts
- 1 underbelt
- 1 cold weather (non-leather) jacket with patches
- 1 dress cap or baseball cap with patch (officer's choice)
- 1 dress tie
- 2 name tags
- \$100.00 maximum annual reimbursement for boots (purchase or resoling).

**7.7.2** The City will provide for cleaning, altering, repairing and/or replacement of damaged uniforms as authorized by the Police Chief or his/her designee.

Such furnished uniforms shall remain the property of and under the control of the City.

At the end of each fiscal year, the Finance Department will calculate the total cost of cleaning, altering, repairing and/or replacement of damaged uniforms. This total cost will be divided by the number of Police Sergeants who have been assigned to patrol duty during the fiscal year. The time during which a Police Sergeant is assigned to non-uniformed duties during the fiscal year shall not be factored into the calculations described herein. The resulting quotient will be part of the PERS reportable compensation only for those Police Sergeants who were assigned to patrol duty at any time during the fiscal year. Any Sergeants assigned to patrol duty for less than the full fiscal year will have this amount prorated based on the number of pay periods assigned to patrol.

**7.7.3** Police Sergeants assigned to non-uniform duties will receive a uniform allowance of twenty-six dollars and ninety-three cents (\$26.93) each pay period as part of their regular paychecks for all pay periods during which they are so assigned. This amount will be PERS reportable compensation.

**7.7.4** Sections 7.7.2 and 7.7.3 are mutually exclusive such that at no time shall a Police Sergeant have his/her PERS reportable compensation increased as described in Section 7.7.2 and also receive a uniform allowance as described in Section 7.7.3 for the same time period.

**7.8** **Mileage Payment**

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: Actual costs to and from destination not to exceed a maximum computed at a rate not to exceed current IRS mileage reimbursement limits 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 air coach fare when such fare is less than the amount computed at the aforesaid rates. For the purposes of this subsection, the actual cost for miles, actually traveled by privately owned conveyance, including cost of fuel, maintenance, repairs, insurance and depreciation, shall be deemed equal to the maximum allowance provided for in this subsection.

If the City is reimbursed by P.O.S.T. for an employee's mileage payment, the City shall pay to the employee the full amount of the P.O.S.T. reimbursement.

**7.9** **Post Certificate Pay**

Employees who possess the P.O.S.T. Intermediate Certificate shall receive educational incentive pay equal to 2.5% of base salary. Employees who possess the P.O.S.T. Advanced Certificate shall receive educational incentive pay equal to 5.0% of base salary. Educational incentive pay shall commence on the date of issuance of the certificate.

**7.10 Longevity Pay**

Employees with ten or more years of service with the City of Redwood City who maintain a current satisfactory performance evaluation and possess a valid advanced certificate awarded by the California Commission on Peace Officer Standards and Training along with sixty (60) college semester credits of which twenty-four (24) must be in the Administration of Justice or in the alternative, an employee who possesses an A.A. or higher degree from an accredited institution of higher learning, shall be eligible to receive an additional 7-1/2% of pay.

It is understood that an employee shall not receive both Educational Incentive Pay and Longevity Pay.

**7.11 Bilingual Pay**

Employees who are assigned to job duties requiring bilingual skills are eligible, with Department Head approval, to receive a two and one-half percent (2½%) base pay differential for the use of these skills in job duties arising during the normal course of work as first responders.

Employees with advanced bilingual skills are eligible, with Department Head approval, to receive a five percent (5%) base pay differential for the use of these advanced skills in job duties arising during the normal course of work. Advanced bilingual skills, for purposes of the five percent (5%) pay differential, are defined as the ability to translate and communicate beyond conversational speaking and/or basic writing including the ability to translate Spanish well enough to conduct intense suspect and victim interviews at a level that will hold up in court. Officers that accept the 5% pay would be required to agree, when called upon, to translate citywide and be a spokesperson for the police department when communications between the Spanish press and the police department are needed.

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

Bilingual skills shall not be a condition of employment except for employees who are hired specifically with that requirement. If an employee is hired under this provision, that requirement shall be included in the initial appointment letter.

The City has the right to discontinue the bilingual differential at any time based on changes to the business needs, provided that the City gives the exclusive representative ten (10) days notice prior to such revocation, in order to allow the opportunity for the parties to meet and confer.

**7.12 Temporary Upgrade Pay**

An employee temporarily assigned to Police Captain shall have his/her base salary increased by 5% per month. All incentives will be maintained and the employee will be provided a City vehicle.

If the assignment is scheduled to be longer than two weeks in duration, out of class pay will commence on the first day of out of class performance. Persons working out of class are expected to work a 5/8 schedule and perform all duties commensurate with the out of class position they are assigned to.

### **7.13 Educational and Specialized Training Expense Reimbursement**

All members shall be eligible for reimbursement of costs of tuition, registration, fees and books incurred in connection with enrollment in and successful completion of courses of instruction related to the member's position with the City or a higher position with the City, professional development workshops or seminars, post secondary courses offered at an accredited college or university, or P.O.S.T. approved courses.

Each member shall be eligible to receive reimbursement, not to exceed six hundred fifty dollars (\$650.00) each fiscal year, provided that the course of instruction, workshop or seminar is approved in advance of enrollment by the Police Chief and the Human Resources Director, and the member must successfully complete each course submitted for reimbursement with a grade of "C" or better, or a passing grade in a pass/fail course, or with receipt of a certificate of completion or letter certifying the awarding of C.E.U. units.

All members shall be eligible to receive reimbursement, not to exceed three hundred dollars (\$300.00) of the maximum six hundred fifty dollar (\$650.00) tuition reimbursement fiscal year entitlement, for the purchase of reference materials listed in the core reference material appendix to this M.O.U.

The Human Resources Director and the Police Chief 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.

### **7.14 Vacations**

**7.14.1** The times during the calendar year at which an employee shall take vacation shall be determined by the Police Chief or designated representative with due regard to the wishes of the employee and particular regard to the need of the service. All employees shall, on a form provided by the City, indicate their preference for vacation periods during November and December of each calendar year. Preference of vacation date shall be given to employees according to their length of service in as reasonable a manner as possible. The Department will post a final vacation schedule by January 1 of each year.

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

During the first four (4) years of employment, full-time employees will accrue vacation at the rate of eighty (80) hours of vacation leave per year of service as determined by the employee's anniversary-of-hire rate (3.0769 hours per pay period). Upon completion of four (4) years of employment and thereafter through the ninth year of employment, full-time employees will accrue vacation at the rate of one-hundred-twenty (120) hours per year of service (4.6154 hours

per pay period). Upon completion of nine (9) years of employment and thereafter through the sixteenth year of service, full-time employees will accrue vacation at the rate of one-hundred-sixty (160) hours per year of service (6.1538 hours per pay period). Upon completion of sixteen (16) years of employment and thereafter through the nineteenth year of service, full-time employees will accrue vacation at the rate of one-hundred-eighty (180) hours per year of service (6.9231 hours per pay period). Upon completion of nineteen (19) years of employment and thereafter, full-time employees will accrue vacation at the rate of two hundred (200) hours per year (7.6923 hours per pay period).

**7.14.3** Vacation leave shall not be accumulated in excess of two (2) years accrued vacation leave computed to the 31st of December, except upon written authorization of the Human Resources Director.

**7.14.4** In the event an employee is reinstated, prior service shall be included in determining the applicable rate of accrual of vacation leave. Upon termination of employment a regular employee shall be paid cash value of his/her accrued vacation leave at the time of termination, in accordance with the above schedule.

## **7.15 Illness During Vacation**

**7.15.1** 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 sick leave under the following conditions:

**7.15.1.1** The employee otherwise qualified for sick leave as provided by this MOU; and

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

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

**7.15.2** When the employee's vacation leave is to be converted to sick 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.

## **7.16 Holidays**

Regular full-time employees shall be entitled to take all authorized holidays at full pay, not to exceed ten (10) hours, for any one (1) day, provided they are in a pay status ten (10) hours, as the case may be, on both their regularly scheduled workdays immediately preceding and following the holiday; and provided further that original probationary employees shall be eligible for the following holidays one (1) through ten (10) only at the straight-time rate of pay during the first six (6) months of service with the City and for the floating holidays eleven (11) only upon completion of twelve (12) months' service with the City.

The following shall be paid holidays to all employees who are covered by this MOU:

1. New Year's Day
2. Martin Luther King Jr. Day (observed on the 3rd Monday in January)
3. Washington's Birthday (Observed on the third Monday in February)
4. Memorial Day (Observed on the last Monday in May)
5. Independence Day
6. Labor Day (Observed on the first Monday in September)
7. Veterans Day (Observed November 11)
8. Thanksgiving Day
9. The Day after Thanksgiving
10. Christmas Day
11. Four administrative holidays and such other days as may be proclaimed local holidays.

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

A holiday that falls on Saturday shall be celebrated on Friday and a holiday that falls on Sunday shall be celebrated on Monday.

In the event that any Administrative Holiday has not been used by the last pay period in the year (based on the preceding 26 pay periods), the City will endeavor to make payment on the non-payroll Friday immediately following the first payroll Friday in January; however the payment will be made no later than the first pay period in February.

**7.17 Call Back / Call-Out Pay**

Employees who are called back after leaving work at the end of the normal working day or called in to work on their days off shall be credited with no less than two (2) hours at the overtime rate.

**7.18 Deferred Compensation**

Effective with the first full pay period on or after September 1, 2003, the City shall contribute an amount equal to two percent (2%) of base monthly salary to a deferred compensation plan offered by the City.

**SECTION 8. WORKWEEK AND WORK PERIOD**

**8.1 Regular Workweek and Work period**

The regular workweek for unit members occupying full-time positions in the Police Department shall consist of forty (40) hours

**8.2 4/10 and 3/12 ½ Schedules**

- 8.2.1** All unit members shall be placed on either a four (4) day, ten (10) hour per day weekly schedule, or a three (3) day, twelve and one-half (12 ½) hours per day weekly schedule.
- 8.2.2** In the event of an emergency or periods of significant staffing shortages, the City reserves the right to place unit members on a five (5) day, eight (8) hours per day weekly schedule, in which event the association shall be notified as far in advance as reasonably possible under the circumstances.
- 8.2.3** Except as provided in Section 8.2.2, in the event the City proposes to change the 4/10 schedule to anything other than four (4) ten (10) hour days the association shall be notified at least ten (10) days in advance of the proposed change and given the opportunity to meet and confer regarding the impact of such proposed change prior to implementation.
- 8.2.4** Except as provided in Section 8.2.2, in the event the Police Sergeants Association or the City proposes to discontinue the 3/12 ½ schedule and return to the 4/10 schedule as outlined in Section 8.2.1, a three (3) month notice will be given and the schedule change would take place at the next regular shift change in February or August.

**8.3 Time Off for Examination**

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

**SECTION 9. LEAVES**

**9.1 Sick Leave**

- 9.1.1** Effective upon Council approval of an agreement, regular full-time and probationary employees shall accrue sick leave at the rate of ten (10) hours per month, provided they have worked one hundred sixty (160) hours that month, to a maximum of one thousand three-hundred and seventy (1370) hours. Sick leave usage shall not be considered as a privilege, which an employee may use at his or her discretion, but shall be allowed only in case of necessity of actual sickness or disability. Charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.

At the City's request, an employee who has been absent more than three (3) days must file with the City a statement by a person licensed to practice medicine or dentistry that the employee was under said doctor's care while absent. When an employee returns to work after any absence chargeable to sick leave or as a result of an industrial absence or illness, the City may require a statement from a physician that the employee is in fit physical condition to perform all the duties of his or her position. In addition, the employee may be required to undergo a

medical examination at the City's expense before the employee is permitted to return to work.

An employee may use up to six (6) days of accrued sick leave in any calendar year for illness in the immediate family. For the purpose of this Section, immediate family means spouse, domestic partner or child.

- 9.1.2** Except in cases of extreme emergency or exceptional unforeseen circumstances, in order to receive compensation for absences charged to sick leave, the employee shall notify his/her immediate supervisor no less than one-half hour plus travel time prior to the scheduled time for beginning his/her work duties of the impending absence. At the same time, the employee shall provide the immediate supervisor with a telephone number where he/she can be reached during the term of the absence. The burden of proof of extreme emergency or exceptional unforeseen circumstances shall be upon the unit member.
- 9.1.3** Sick leave pay shall not be granted when the disability arises from any illness, sickness or injury sustained while engaged in a gainful occupation (other than City service) either as an employee, officer, and executive or as a business or professional proprietor or partner.
- 9.1.4** 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 percent (25%) of the value of the unused sick leave (50% when no more than 12.5 hours of sick leave have been used) for the preceding (26) pay periods. The City will endeavor to make payment on the non-payroll Friday immediately following the first payroll Friday in January; however the payment will be made no later than the first pay period in February and shall be paid using the salary in effect December 31. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year.

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 three-hundred and seventy (1370) hours in accordance with Section 9.1.1.

If a unit member terminates for reason 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.

Unit members with twenty (20) years of service with the City, who retire from City employment with benefits from PERS, shall be eligible to receive fifty percent (50%) of accrued unused sick leave. Employees who die while in the employ of the City shall be eligible to receive twenty-five percent (25%) of accrued sick leave. Employees who die in the line of duty or whose death is determined to be directly attributable to injury or illness sustained while on duty

shall be eligible to receive one hundred percent (100%) of accrued unused sick leave.

In the event of the death of a unit member, 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 unit member's insurance policy shall receive payment of such unused sick leave as provided under the provisions for a unit member who elects to receive compensation in lieu of sick leave credits. Unit members discharged shall not be eligible for payment of unused sick leave.

## **9.2 Industrial Disability Leave**

Any safety employee as defined by the MOU between the City and the Public Employees' Retirement System, who has suffered a disability arising out of and in the course of his or her employment, as defined by Workers' Compensation Laws of the State of California, shall be entitled to industrial disability leave while so disabled without loss of salary, for the period of such disability to a maximum of one (1) year or until the condition is permanent and stationary or until retirement, whichever occurs first. During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payments received as a result of Workers' Compensation Insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

A safety employee on industrial disability leave shall accrue sick leave and vacation in accordance with the Workers' Compensation laws of the State of California.

## **9.3 Military Leave**

Military leave shall be granted by the City in accordance with the provisions of State and Federal laws and there will be a deduction for any military compensation that the employee receives for service during the period that he/she is receiving full pay from the City, if permitted by law. All employees taking military leave shall give the City an opportunity, within the limits of military regulations, to determine when such military leave shall be taken.

## **9.4 Leave of Absence Without Pay**

Any employee desiring a leave of absence without pay from his or her employment for any reason shall secure written permission from the Police Chief and Human Resources Director. The decision of the Human Resources Director on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this MOU. Except as otherwise provided in this Section, the maximum leave of absence shall be for one (1) year.

During any approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission of the Human Resources Director. The Human Resources Director may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof.

## **9.5 Jury Duty**

Any employee whose name shall be selected from the list of trial jurors to serve as a juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal Court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his/her absence from work; provided, however, that the City may require proof of the time such service was required and any monies received from jury duty served during scheduled work shifts shall be turned into the City; provided, further, that the employee shall report to work whenever a reasonable portion of the shift remains for completion. An employee required to serve as a juror may, upon mutual agreement between the City and the employee, have his/her regular starting or quitting time changed as a result of being called for jury service.

## **9.6 Maternity Leave of Absence Without Pay**

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

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

**9.6.2.1** 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.

**9.6.2.2** 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 worker's ability to continue performing the full schedule of duties and responsibilities. She shall continue her regular active duty until the specific date providing she is able to perform the full duties and responsibilities of her position and furnishes additional health statements from her physician upon reasonable request. In the event the employee is unable to perform the full duties and responsibilities of her position, she shall be assigned to light duty until the specific leave date, and shall continue to furnish additional health statements from her physician upon reasonable request.

**9.6.2.3** 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.

**9.6.2.4** 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.

**9.6.3** The employee on leave shall be returned to an equivalent position within her classification.

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

**9.7 Leave for Pregnancy Disability**

**9.7.1** 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 therefrom 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 City expense.

**9.7.2** Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom 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.

**9.7.3** The employee on leave shall be returned to an equivalent position within her classification.

**9.8 Funeral Leave**

**9.8.1** 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 the funeral and attend same, not to exceed 40 regularly scheduled hours. This provision does not apply if the death occurs while the employee is on leave of absence, layoff or sick leave.

**9.8.2** 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, step brother, step sister, 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.

- 9.8.3 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.
- 9.8.4 Funeral 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.

**9.9 Family and Medical Leave**

9.9.1 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 of service are entitled to leave to a maximum of 12 weeks of unpaid leave in a 12-month period:

- 9.9.1.1 to care for a child following a birth or placement of a child with the employee for adoption or foster care;
- 9.9.1.2 to care for the spouse, child or parent of the employee who has a serious health condition;
- 9.9.1.3 if the employee is unable to perform his/her job because of the employee's own serious health condition.

9.9.2 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.

9.9.3 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 found in Section 9.1 of this Memorandum of Understanding.

9.9.4 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 worker 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.

**9.10 Absence Notification**

Failure on the part of an employee to report for duty or notify the designated management official one-half (1/2) hour prior to the employee's scheduled starting time as to a reason why the employee cannot report may subject the employee to disciplinary action.

**SECTION 10. HEALTH PLANS**

**10.1 Health and Cafeteria Plans**

**10.1.1** 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 22751, et, seq.), pursuant specifically to Government Code Section 22892 and 22850, provided however, that upon the request of the City, the parties will re-open this Section 10.1.1 to provide a different group health plan.

**10.1.2** For the period September 1, 2006 through August 31, 2010, the City's maximum contribution for each active employee for a Health Benefit Plan (as referenced in Government Code 22892) shall not exceed sixty-four dollars and sixty cents (\$64.60) per month; eighty dollars and eighty cents (\$80.80) per month effective January 1, 2007; ninety-seven dollars (\$97.00) per month effective January 1, 2008. Commencing January 1, 2009, the City's contribution 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.

**10.1.3** The City shall establish in accordance with Section 125 of the IRS Code a Cafeteria Plan establishing the following individual accounts for each active employee

- A. Group Health Plan Medical Premiums
- B. Dependent Care
- C. Health Care Reimbursement

**10.1.4** For the period January 1, 2006, through August 31, 2010, the City's maximum combined monthly contribution for each eligible full-time employee for the aforementioned Group Health Plan and Cafeteria Plan shall be one thousand twelve dollars and thirty-nine cents (\$1,012.39) per month per employee minus any costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, and minus any costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government code Section 22751, et. seq.

Such costs include, but are not limited to, surcharges and/or administrative fees. The actual maximum monthly contribution per active employee, once

these charges have been deducted, is estimated to be nine hundred forty-seven dollars and seventy-nine cents (\$947.79) for 2006.

In the event that the Kaiser Family premium increases above \$1,121.04 during the term of this MOU, the City will increase its contribution in an amount to equal such an increase.

- 10.1.5** For employees covered by the MOU, this amount shall be prorated. (For permanent part-time employees working (20) or more hours per week covered by this MOU this amount shall be prorated.)
- 10.1.6** In the event the above listed amount plus the city payment towards health benefit plan premiums, specified in 10.1.2, 10.1.4 and 10.1.5 above, are insufficient to pay 100% of the premiums required of employees enrolled in any one of the Group health benefit plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.
- 10.1.7** The health benefit plans offered shall be those of the California Public Employee's Retirement System (PERS) provided however, upon the request of the City, the parties will re-open this Section 10.1.7 to meet and confer on modifying 10.1.7 to provide a different group health plan. It is understood that any change from the group health plans offered by the California Public Employee's Retirement System (PERS) will only be made by mutual agreement between the City of Redwood City and the Police Sergeants Association.
- 10.1.8** For employees who have ten (10) years of service and retire under the City's retirement plan, the retirement stipend paid by the City shall be equal to the premium paid for a current employee, for the same plan based on the Bay Area/Sacramento Regional pricing schedule. 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/Sacramento rates.
- 10.1.9** 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.
- 10.1.10** All costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22751, et. seq., and all costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, shall be paid from the aforementioned monthly dollar caps identified in Sections 10.1.4, 10.1.5, and 10.1.6. Such costs include, but are not limited to, premiums, surcharges, and/or administrative fees.
- 10.1.11** In the event there are any costs not charged to the City due to delays by the Group Health Plan Administrator 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.

**10.1.12** An employee who is receiving a disability retirement due to a work related illness or injury shall receive paid medical benefits provided that the following conditions are met:

- a) The employee is not eligible for benefits under 10.1.8; and
- b) The employee is not eligible for similar benefits through a spouse's health plan.

Whenever the above eligibility criteria are met, the City will provide medical benefits at the same benefit tier (single, two-party or family) which the employee would have been receiving if he/she had continued as an active employee. This includes adding and/or deleting eligible dependents.

**10.1.13** Employees who elect no health plan coverage and provide 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 in Section 10.1.2, 10.1.4, and 10.1.5 above as the City's maximum combined monthly contribution.

**10.2 Dental**

The City shall continue to provide to eligible employees and dependents fully paid dental insurance through Delta Dental Fee for Service program through the term of this agreement, or upon the establishment of a mutually agreed upon alternative program, to include coverage's as follows: \$1,000 annual cap for basic coverage and \$2,000 lifetime cap for orthodonture. Effective January 1, 2007, coverage's will increase to \$2,000 annual cap for basic coverage and \$2,500 lifetime cap for orthodonture.

**10.3 Life Insurance**

The City shall continue to offer to eligible employees the life insurance program in effect on February 1, 1974.

**10.4 Savings Clause**

If, pursuant to any federal or state law which may become effective subsequent to the effective date of this MOU, the City is required to pay contributions or taxes for hospital-medical-surgical, dental care, prescription drug or other health benefits to be provided its employees under such federal or state act, the City's obligation to furnish the same benefits under the hospital-medical-surgical, dental care and major medical programs existing at this time 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.

If, as a result of such a 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 plans 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 plan. The City need only expend for this purpose the actual amount required to achieve parity between the benefits agreed to be 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.

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 contributions.

The City intends to evaluate the hospital-medical, life insurance, and dental plans, which are currently available to employees. In the event that it may be possible to provide hospital-medical, life insurance and dental coverage as nearly comparable as possible to the benefits in effect on September 1, 1998, without additional cost to the City or the employees, the City may substitute new insurance carriers. The Association will be given an opportunity to review the coverage afforded under such substitute plans before they are implemented.

The City and RCPSA agree that in the event state or federal law changes to the extent that mandates are placed on the City or the level of benefits changes during the term of this MOU, the parties agree to reopen the MOU to meet and confer over such changes or mandates, if either party requests to do so.

#### **10.5 Long Term Disability**

The City will pay \$19.50 per month, per employee towards the cost of Long Term Disability Coverage.

#### **10.6 Vision**

Effective with the first full pay period on or after September 1, 2003, the City will contract with Vision Service Plan (VSP) or 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 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 employees.

### **SECTION 11. PROBATION**

All appointments shall be tentative and subject to a probationary period of twelve (12) months of service from the date of appointment. During the probationary period an employee may be rejected at any time by the City Manager upon recommendation of the Police Chief. Any regular employee rejected during the probationary period shall be reinstated to the position from which he or she was promoted unless conditions warrant his or her dismissal.

Upon satisfactory completion of such probationary period, the employee shall be appointed to a regular full-time position in that classification.

## **SECTION 12. RESIGNATION**

An employee wishing to leave the service of the City in good standing shall file with the Police Chief at least two (2) weeks notice of an intention to leave the service unless the Police Chief consents to the employee's leaving sooner. The written resignation shall state the effective date and reasons for leaving. The resignation shall be forwarded to the Human Resources Director, with a statement by the Police Chief as to the resigned employee's service performance and other pertinent information concerning the cause for resignation.

## **SECTION 13. LAYOFF**

### **13.1 Order of Layoff**

In the event of a reduction of force, the employee with the least service in the classification effected shall be laid off first.

### **13.2 Order of Rehire**

An employee who is laid off shall be placed, for a period of three (3) years from the date of the employee's most recent layoff, on a rehire list. In hiring for a vacant position in a classification, such rehire list shall take precedence over all other employment lists and the last employee laid off shall be the first employee rehired until the rehire list of employees is exhausted; provided, however, that the employee hired from the rehire list is determined as capable, in the sole opinion of the City, by virtue of prior training and experience with the City of Redwood City to perform the work required in the classification in which the opening exists.

### **13.3 Break in Service**

Service with the City shall be terminated by discharge, resignation, refusal by an employee to accept a reassignment to a related classification as stated in Section 13.1 of this MOU, six (6) consecutive months of unemployment with the City of Redwood City, one (1) year on a rehire list, or the refusal by an employee on the rehire list to report to a rehire assignment made by the City as stated in Section 13.2 of this MOU.

### **13.4 Benefits During Layoff**

During the one (1) year on a rehire list the employee shall not accrue any benefits, including but not limited to vacation, sick leave, holidays, medical, dental, life insurance and uniform allowance.

## **SECTION 14. PERSONNEL FILES**

An employee or his or her representative, on 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 reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The Employee may be required to acknowledge the receipt of any document entered into his personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## **SECTION 15. GRIEVANCE PROCEDURE**

### **15.1 Definitions**

**15.1.1** A "grievance" is a formal written allegation by a member of the bargaining unit who has been adversely affected by an alleged violation of the specific provisions of this MOU during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this MOU. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

**15.1.2** A "disciplinary grievance" is a formal written objection or challenge to any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment. Any reduction in pay for change in assignment, which occurs in the course of regular rotation and is not punitive, shall not be subject to this grievance procedure.

**15.1.3** A "grievant" is any unit member adversely affected by an alleged violation of the specific provisions of this MOU, or a punitive disciplinary action.

**15.1.4** A "day" is any day in which the administrative offices of the City of Redwood City are open for regularly scheduled business.

### **15.2 General Provisions**

**15.2.1** Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

**15.2.2** All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**15.2.3** Any disciplinary grievances arising out of an incident in which the maximum corrective action imposed is a letter of reprimand or warnings shall not be appealed beyond Level III of this Section 15, Grievance Procedure.

**15.2.4** Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the Association.

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.

- 15.2.5** Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 15.2.6** Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this MOU: provided that the City shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.
- 15.2.7** This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to punitive disciplinary actions and shall satisfy all administrative appeal rights and protections afforded by the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300, et seq.

### **15.3 Procedure**

Grievances will be processed in accordance with the following procedures:

#### **15.3.1 Level I - Informal Resolution**

- 15.3.1.1** Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this MOU shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.
- 15.3.1.2** Any unit member who believes he/she has a grievance which is an objection or challenge to any punitive disciplinary action shall present the grievance orally to the Captain within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The Captain shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the Captain.

### **15.3.2 Level II - Formal Written Grievance**

**15.3.2.1** If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Chief of Police within ten (10) days after the oral decision by the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this MOU which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.

**15.3.2.2** The Chief of Police shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the Chief of Police does not respond within the time limits, the grievant may appeal to the next level.

**15.3.2.3** Within the above time limits either party may request a personal conference.

**15.3.2.4** Prior to determining the level of discipline to be taken on alleged violations of City or Department rules and/or regulations, the Chief or his designee will:

1. Ascertain if the represented employee wishes the Association to intervene on their behalf prior to the decision being made by the Chief as to level of discipline.
2. In those cases where intervention is not desired, the Chief's decision will be made without Association intervention. Denial of Association involvement at this level does not affect any other part of the grievance procedure contained in this MOU.
3. When intervention is desired, the Chief will contact the President or their designee to schedule a meeting where the representative will be granted access to the investigative file. This access will not include the right to copy any portion of the file in question. Appropriate copies will be made available after the actual discipline is determined. After being given a reasonable amount of time to read the file, the Chief will listen to confidential, oral input as it relates to the actual level of discipline to be taken. Association involvement at this level, does not affect any other part of the grievance procedure contained in this MOU.

4. The entire process from date of notification to the PSA, by the Chief, will be no longer than 10 working days unless extended by mutual agreement.
5. All communications between the Chief and the Association at this level is advisory and confidential.

### **15.3.3 Level III - Appeal to Human Resources Director**

**15.3.3.1** If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the Human Resources Director. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal. Evidence offered in support of a disciplinary grievance filed pursuant to Section 15.2.3 of this MOU shall be submitted in the form of written declarations executed under penalty of perjury.

**15.3.3.2** The Human Resources Director shall communicate the decision to the grievant within ten (10) days. If the Human Resources Director does not respond within the time limits provided, the grievant may appeal to the next level.

### **15.3.4 Level IV - Binding Arbitration**

**15.3.4.1** If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Association for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, 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 upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in cities. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

**15.3.4.2** If either the City or the Association so requests, a separate arbitrator shall be selected to hear the merits of any issues raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 15.3.4.1.

**15.3.4.3** The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

**15.3.4.4** The City and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Arbitrator shall be without power of authority to make any decision that requires the City or management to do an act prohibited by law.

**15.3.4.5** In the event that this grievance procedure is used to challenge punitive disciplinary actions as provided in Section 15.2.7 above, the City and the Association agree that the arbitrator shall prepare a written decision containing findings of fact, determinations, of issues and a disposition either:

(1) that the position of the grievant shall be sustained; or

(2) that the position of the Police Chief shall be sustained.

**15.3.4.6** After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.

**15.3.4.7** The award of the arbitrator shall be final and binding.

**15.3.4.8** The fees and expenses of the arbitrator shall be shared equally by the City and the Association.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.

**15.3.4.9** By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

## **SECTION 16. OUTSIDE EMPLOYMENT**

- 16.1** 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.
- 16.2** A unit member shall secure written approval from the Chief of Police 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 Chief of Police on the appropriate City form no less than five (5) days prior to the anticipated commencement date of the outside employment.
- 16.3** Any outside employment, activity, or enterprise shall be prohibited if it involves any of the following:
- 16.3.1** The use for private gain or advantage of City time, facilities, equipment, or supplies;
  - 16.3.2** The use of the badge, uniform, prestige or influence of the unit member's City office or employment;
  - 16.3.3** 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 or hours of his//her City employment or as a part of his/her duties as a City employee;
  - 16.3.4** 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 employees;
  - 16.3.5** Such time demands as would render performance of his/her duties as a City employee less efficient.
- 16.4** Any unit member who is determined to have engaged in an activity prohibited by or in violation of this Section 16 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 MOU.

## **SECTION 17. SAFETY**

Each employee covered by this MOU 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 a witness to an accident shall, if requested, give full and truthful testimony as to same.

## **SECTION 18. LIMITED DUTY WORK**

- 18.1** An injured employee who is receiving medical attention for an alleged industrial injury, and who is determined to be temporarily disabled, is required to return to the department after initial treatment with a medical report indicating that, if any, limited duty the employee can perform. If none, the report should so indicate. The department routinely requires periodic updating reports and these should also contain this information.
- 18.2** An employee on extended sick leave is likewise required to provide these periodic reports, which should also contain limited duty information.
- 18.3** For employees whose limited duty arrangement calls for less than the regular number of hours worked per payroll period, the hours actually worked will be shown as regular time on the time card and the remaining hours (the difference between hours actually worked and hours normally scheduled) charged to the appropriate leave. For persons expected to be on a less-than-normal schedule for more than thirty (30) days, the department will initiate a personnel action form adjusting accrual rates of such work scheduled-related benefits as vacation, sick leave or industrial disability as set forth in subsection 9. When the individual returns to his or her regular work schedule, the department will initiate another personnel action form to return accrual rates to normal; however, there will be no adjustment of balances as a result of an accrual rate change.
- 18.4** The duty limitations specified by the treating physician must be strictly adhered to when making work assignments.
- 18.5** Limited-duty assignments should be such that there is minimum risk of further injury or aggravation.

## **SECTION 19. RETIREMENT**

### **19.1 Retirement Plan**

Retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members Three Percent (3%) at Age Fifty (50) Formula.

### **19.2 Optional Provisions Added**

Optional Public Agency Provisions under the Public Employees' Retirement System shall also be provided as follows:

1. Effective April 1, 1969, 1959 Survivor Allowance as set forth in Article 6 of Chapter 9 of the Public Employees' Retirement Law (commencing with Section 21380 of the Government Code), which will provide the third tier of benefits.

2. Effective March 16, 1989, one (1) year highest compensation as authorized by Section 20024.2 of the Government Code.

At such time as an agreement is adopted with the Police Officers Association regarding pension improvements, members of the Police Sergeants Association shall, in the same manner, receive these improvements.

**19.3 City's Contribution to Retirement System**

The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

**19.4 Employee's Contribution to Retirement System**

Each employee will pay the Employee's Contribution to the Public Employee's Retirement System in accordance with the rules and regulations governing such contributions.

**19.5 414(h)(2) Internal Revenue Service Code**

The City shall implement the provisions of 414(h)(2) for the term of this MOU. so long as those provisions [414 (h)92)] remain substantially the same, and so long as there is no additional cost to the employer for this 414 (h)(2) participation. In the event of such additional cost to the employer, the parties will meet and confer regarding alternative provisions.

**SECTION 20. DAMAGED PROPERTY OF POLICE DEPARTMENT EMPLOYEES**

- 20.1 Any employee of the department may be reimbursed for the costs of replacing or repairing property, such as eyeglasses, dentures, watches, or articles of clothing necessarily worn or carried when such items are damaged in the line of duty, without fault of the employee.
- 20.2 Luxury items such as jewelry, watches over Fifty Dollars (\$50.00) in value, and other non-required items will not be covered by this Section 20.
- 20.3 Before the allowance or payment is made, the employee shall file a claim with the department. There shall be attached to said claim all receipts showing the monies expended by the claimant for the repair or replacement of said property.
- 20.4 The department shall reserve the right to refer any claim, which is excessive or does not meet the previously stated criteria, to the normal City of Redwood City claim procedure.

**SECTION 21. SEPARABILITY OF PROVISIONS**

Should any section clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not

invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

This MOU is a resolution of all issues raised during this meet and confer process and shall become effective on the date ratified by the City Council.

REDWOOD CITY POLICE SERGEANTS  
ASSOCIATION

CITY OF REDWOOD CITY

BY: \_\_\_\_\_  
Paul Sheffield, President

BY: \_\_\_\_\_  
Ed Everett, City Manager

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

## **APPENDIX A**

### **CORE REFERENCE MATERIALS**

1. The core list should include, but will not necessarily be limited to, the following:

- Legal Sourcebook (includes software program)
- Penal Code (complete text)
- Penal Code - Qwik Code and abridged edition
- Vehicle Code - Qwik Code and abridged edition
- Spanish Translation - Qwik Code (Law Tech Pub.)
- Drug & Narcotics Law Summary (Law Tech Pub.)
- Search & Seizure Checklist
- Search Warrant Checklist
- Police Promotional Guide
- Sergeant's Examination Manual
- Law Enforcement Reference Manual
- Criminal Justice Terms & Definitions (Law Tech Pub.)
- Dictionary, Speller, Thesaurus (pocket size)
- Passenger Vehicle Identification Manual
- Local Area Maps (e.g. Thomas Guide)
- Starlett Guide (vehicle profile recognition)
- Starlett Guide (in-field narcotics recognition)

2. The Chief or the Chief's designee may approve individual textual or reference materials submitted for consideration by any association member. The core list of reference materials shall be contained in an appendix, and shall be reviewed and updated by the parties when they meet and confer to negotiate the general terms of the Memorandum of Understanding or any other agreed upon re-opener to the MOU.

**APPENDIX B**

**SIDELETTER OF AGREEMENT**

Paul Sheffield  
President  
Redwood City Police Sergeants Association

Subject: Sideletter of Agreement

Paul:

During the recently concluded negotiations for a successor Memorandum of Understanding (MOU) between the City of Redwood City and the Redwood City Police Sergeants Association, the parties agreed that during the term of agreement, they will:

1. Meet and confer on converting paid holidays to a holiday differential. The parties will go through the meet and confer process after such time as an opinion letter from CalPERS is received clarifying if such holiday differential is recognized as compensation in the CalPERS pension program.
2. Meet and confer on payout and conversion of accrued leave benefits to the CalPERS system at the time of retirement. If a unit member retires before such options are explored, agreed to and/or implemented, the parties will discuss payout options for the retiring unit member.

If the following is in conformance with your understanding, please indicate your approval and acceptance in the space provided below.

APPROVED AND ACCEPTED:

Very Truly Yours,

REDWOOD CITY POLICE SERGEANTS

CITY OF REDWOOD

\_\_\_\_\_  
Paul Sheffield, President

\_\_\_\_\_  
Ed Everett, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_