Memorandum of Understanding

between

City of San Leandro

and

San Leandro Police Officers' Association

January 1, 2013 – December 31, 2015

MEMORANDUM OF UNDERSTANDING

SAN LEANDRO POLICE OFFICERS' ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SAN LEANDRO
AND
THE SAN LEANDRO POLICE OFFICERS ' ASSOCIATION

This Memorandum of Understanding 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 endeavored to reach agreements on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the San Leandro City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing January 1, 2013 through December 31, 2015.

Section 1. Recognition

1.1 Association Recognition

San Leandro Police Officers' Association, hereinafter referred to as the "Association" is the recognized employee organization for the classifications shown in Appendix "A" which is attached hereto and made a part hereof.

1.2 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of San Leandro, hereinafter referred to as the "City" in employer-employee relations.

Section 2. Association Security

Dues deduction shall be for a specified amount and shall be made only upon the voluntary written authorization of the member. Dues deduction authorization may be canceled and the dues check-off payroll discontinued at any time by the member upon voluntary written notice to the Finance Director. Dues deduction authorization or cancellation shall be made upon cards provided by the Finance Director. Dues deduction may be continued only upon voluntary written authorization of the member until canceled by written notice by the member. Employee payroll deduction authorization shall be in uniform amounts for dues deductions.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member in good standing of the Association is in a non pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status

during that period. In the case of an employee who is in a non pay status during only a part of the pay period and the pay is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified. In the event of a strike, work stoppage or work slowdown, by members of the Association, the City is not obligated to deduct Association dues.

The Association shall indemnify, defend, and hold the City of San Leandro harmless against any claims made and against any suit instituted against the City of San Leandro on account of check-off of Association dues, except such suit as is instituted as a direct result of the negligence of the City. In addition, the Association shall refund to the City of San Leandro any amounts paid to it in error upon presentation of supporting evidence.

Section 3. Advance Notice

Except in cases of emergency as provided in this section, the City Council and boards and commissions designated by law or by the City Council, shall give reasonable written notice to the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation, including matters subject to consultation, proposed to be adopted by the City Council or such boards and commissions and shall give such recognized Association the opportunity to meet with the City Council or such boards and commissions. The Association shall give reasonable written notice to the Municipal Employee Relations Officer of any matter within the scope of representation, including matters subject to consultation, proposed to be communicated to the City Council or such boards and commissions.

In cases of emergency when the City Council or such boards and commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the County Council or such boards and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

Section 4. Association Rights

4.1 Reasonable Time Off to Meet and Confer and Process Grievances

The Association may select not more than two employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The Association shall, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two working days in advance of such meetings. Provided, further:

(1) that no Association representative shall leave a duty or workstation or assignment without approval of the Police Chief or other authorized City management official.

(2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules. Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances, provided, however, that nothing herein shall be construed to limit or restrict the right of the City or the Association to be represented in scheduled meetings.

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted officers 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, excluding City Rights matters. Such officers or representatives shall not enter any work location without the approval of the Police Chief or the Municipal Employee Relations Officer. 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 without the prior approval of the Municipal Employee Relations Officer.

4.3 Use of City Facilities

Association may, with the prior approval of the Municipal Employee Relations Officer, be granted the use of City facilities for Association meetings provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

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 prior approval is obtained from the Municipal Employee Relations Officer, the presence of such equipment in approved City facilities notwithstanding.

4.4 Use of Bulletin Boards

Recognized employee organizations may use portions of City bulletin boards under the following conditions:

(1) All materials must be submitted to the Police Chief twenty-four (24) hours prior to posting. Materials proposed to be posted in more than one department shall be submitted directly to the Municipal Employee Relations Officer.

(2) All materials must be dated.

(3) The Police Chief shall present submitted materials to the Municipal Employee Relations Officer for approval prior to posting. The actual posting of materials will be done by the City and as soon as reasonably possible. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after posting. Materials, which the Police Chief considers objectionable, will not be posted, provided, however, the Police Chief shall first discuss and receive concurrence from the Municipal Employee Relations Officer.

(4) The City reserves the right to determine where bulletin boards shall be placed and what portions of them are to be allocated to employee organizations' materials.

(5) An employee organization that does not abide by these rules shall be subject to forfeiture of its right for a period of thirty (30) days to have materials posted on City bulletin boards.

Section 5. City Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 6. Pay and Classification

The recognized classifications and those rates of pay, which are to be effective during the period of this Memorandum of Understanding, are enumerated in Appendix "A" which is attached hereto and made a part hereof.

The appendix reflects wage adjustments as follows:

A four (4%) percent across the salary schedule adjustment effective January 1, 2014.

A three (3%) percent across the salary schedule adjustment effective January 1, 2015.

An addition of a 6th step (5%) to the salary schedule effective January 1, 2015.

Normal step increase rules shall apply. Individuals eligible shall advance to the 6th step on January 1, 2015.

Appendix A also provides for employees hired prior to January 1, 2013 to assume payment of the nine (9%) percent employee retirement contribution over the term of this agreement.

The City will maintain a twenty percent (20%) differential between the rank of Officer and Sergeant.

A. Salary Steps for Rank of Police Officer and Police Sergeant

With regard to probationary unit members, advancement to step 2 shall occur upon completion of the requisite period of time *on the job* (i.e., excluding paid and unpaid leave equal to or greater than four weeks) and the successful completion of probation. Paid and unpaid absences of four weeks or more shall extend the probationary period by a corresponding amount of time.

Section 7. Overtime Compensation & "Call-out" Pay

Overtime work is authorized time of one-quarter hour or more worked in excess of that period considered as a full week's work in the classification.

When first authorized by the Police Chief or designee, overtime worked shall be paid at the rate of one and one-half times the hourly rate based on the employee's monthly salary. For the purpose of overtime-minimum pay, "Required call out" is defined as an event for which an officer's assistance is required. With the exception of court appearances, the event referred to in the preceding sentence is one that is not anticipated and therefore unscheduled and not contiguous to the regular work shift. For required call out or court appearance on a normal work day, a minimum three (3) hours' pay at the overtime rate will be paid for the first such call out or court appearance, provided, however, that court appearances immediately before or after scheduled duty hours shall be deemed an extension of the shift and the three hour minimum shall not apply. Call out minimum pay would not be given in the case of posted and scheduled details on an officer's day off unless four (4) hours have elapsed since the officer last worked. Officers would be paid for the actual time spent performing the scheduled activity. For required call out or authorized work related appearance on a normal day off, a minimum five (5) hours' pay at the overtime rate will be paid for each of the first two such call outs, provided, however, that a call out on a normal day off immediately before or after scheduled duty hours shall be deemed an extension of the shift and the five (5) hour minimum shall not apply. For court appearance on a normal day off, a minimum five (5) hours' pay at the overtime rate will be paid, plus payment of necessary and actual expenses. For court appearances that extend through the court's lunch period and the employee is required to return on the same case that same afternoon, the employee will be paid for that period of time at the overtime rate except for a one (1) hour lunch period. At the employee's request, and with the approval of the Police Chief, compensatory time off may be granted in an amount equal to one and one-half time the overtime worked in lieu of pay.

Compensatory time may be used, and replaced, without regard to frequency of use, as long as the account balance does not exceed 80 hours.

In the event an employee is ordered by a magistrate to appear in court and does appear on a day during which the employee has called in sick, the employee will be paid overtime at the rate listed for court appearance, except that employees working the day shift shall not be paid overtime, but the hours spent at the court appearance shall not be deducted from his/her accumulated sick leave hours.

Section 8. Canine Pay and Assignment Differentials

A. Canine Pay: Police Officers assigned as canine handlers are required to care for their assigned animal, which shall include grooming, feeding, exercising, training, bathing and all other responsibilities associated with caring for a canine. Officers assigned as canine handlers shall receive additional pay in the amount of five percent (5%) when the officer and dog are certified as a team and are functioning and on duty as a team in police patrol. This amount is in recognition of the additional time required to care for the animal during non-regular duty hours, which the parties estimate in good faith as an additional two hours per week. This additional pay will compensate Police Officers fully for caring for their canine during non-regular duty hours. If the officer is unable to perform as a canine handler due to a non-work related injury or other non-work related cause, for a period that exceeds 30 consecutive days, the five percent (5%) additional pay will cease. It will be reinstated when the handler returns to full duty and is functioning as a canine team. The stipend will also cease after 90 consecutive days should the dog not be able to work due to an injury or other medical reasons. During the time the officer and dog are assigned and perform in the program, the City will provide a separate monthly maintenance allowance of two hundred dollars ($200.00) as reimbursement for housing, taking care of and feeding the dog. In the event the dog cannot work due to an injury or other medical reasons, the maintenance allowance shall continue for a period of up to ninety (90) calendar days from the date of the dog's disability. If it is medically determined during this ninety (90) day period that the dog will not be able to return to full duty, the maintenance allowance shall cease as of the date of such determination.

B. Field Technician Pay: Police Officers acting in the capacity of Field Technicians shall be paid an additional thirty dollars ($30.00) per day, while performing that duty.

C. Field Training Officer Pay: Police Officers acting in the capacity of Field Training Officer (FTO) shall be paid an additional thirty dollars ($30.00) per day, while performing that duty.

D. Bilingual Pay: Police Officers utilizing bilingual skills shall be paid an additional thirty dollars ($30.00) per day while performing that duty. Bilingual skills shall be those certified in advance of their performance by the Chief of Police as necessary to the operation of the Department and confirmed by an appropriate testing process prior to compensation for such services. Recertification of bilingual skills shall occur every three years.

E. Shift Differentials. Police officers and police sergeants assigned to work the patrol division and who work a regularly assigned shift during which at least 50% of the hours are between 1500 and 2400 hours shall receive an additional 3% of current base pay for the entire shift.

Police officers and police sergeants assigned to the patrol division and who work a regularly assigned shift during which at least 50% of the hours are between 2400 and 0700 hours shall receive an additional 5% of current base pay for the entire shift.

F. Assignment Differentials. Sworn officers in the classifications of police sergeant and police officer assigned to Investigations, Traffic, Administration and Crime Prevention shall

receive an additional 3% of current base pay. A call-in procedure for the Investigation Division shall be agreed to between the Police Officers' Association and the Police Chief.

Section 9. Application of Pay Rates

A. Pay for Employees in an "Acting" Capacity

Employees may be assigned to perform the duties of a permanent position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

(1) Acting assignments shall be made by the Police Chief only, with City Manager approval, and shall be made prior to the beginning of the shift and with written notification to the acting employee;

(2) Acting assignments shall be made only in those instances where the acting employee will be responsible for the performance of the full range of duties of the higher classification for not less than one (1) full workday;

(3) Acting pay shall be the step in the salary range of the higher classification that represents an increase closest to, but not less than 5% above the acting employee's current salary, not to exceed the maximum step of the higher classification's salary range.

(4) An employee who is receiving acting pay by reason of assignment to a position in the Management Organization or Police Management Association shall be entitled to receive overtime compensation during such period of assignment for overtime work involving the duties of the acting position. .

(5) Employees who qualify for acting pay shall be compensated at their acting pay salary level during periods of approved leave, during the acting assignment. In the event that such an employee is absent from work because of illness or injury for five consecutive days, the City may terminate the employee's acting assignment and the additional compensation provided therefore.

Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute acting assignment within the meaning of this section and shall receive no additional compensation.

It is understood that the above provision shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

Section 10. Police Development Incentive Program

A. The Police Development Incentive Program pay increments shall be:

Category	Educ./Cert./Time	Monthly Amount
A	P.B. + 3 years	$100
B	P.I. + 6 years	5%
C	P.A. + 10 years	6%
D	Bac. + P.I. + 5 years	6%
E	Bac. + P.A. + 10 years	8%

Legend: Bac. = Baccalaureate
P.A. = POST Advanced
P.I. = POST Intermediate
P.B. = POST Basic

There shall be no maintenance requirement.

Only employees hired prior to March 1, 1985, shall be eligible to participate in the Police Department Incentive Program.

Payment shall be made by a separate check on or before June 5 and December 5 of each calendar year.

Effective March 1, 1990, the Police Department Incentive Program was terminated. Those sworn employees participating in the program at the time of termination shall continue to receive, by separate payment, that percentage which equals the level of education-experience category achieved as of the date of the program's termination. Such payment shall not continue once an employee terminated employment as a sworn member of the San Leandro Police Department.

B. Educational Incentive Program

Represented employees with four (4) full years or more service with the San Leandro Police Department or any other sworn law enforcement experience who are not eligible for the Police Development Incentive Program, shall be eligible for the following educational incentive program.

Category	Certificate	Monthly Amount
A	P.I.	4%
B	P.A.	6%
	or	
C	A.A.	4%
D	Bac.	6%

Legend: P.I. = POST Intermediate
P.A.= POST Advanced
A.A.= Associate Degree
Bac.= Baccalaureate

Maximum amount payable under the educational incentive program is six percent (6%). Payment shall be made by separate check on or before June 5 and December 5 of each calendar year. Such payments shall not continue once an employee terminated employment as a sworn member of the San Leandro Police Department.

In addition, employees in the PDIP program may elect to discontinue participation in that program and participate in the educational incentive program set forth in this section.

Section 11. Longevity

Police Officers and Police Sergeants who have completed fifteen (15) years of continuous service with the City of San Leandro shall receive two percent (2%) of current base pay.

Police Officers and Police Sergeants who have completed twenty (20) years of continuous service with the City of San Leandro shall receive three percent (3%) of current base pay.

Police Officers and Police Sergeants who have completed twenty-five (25) years of continuous service with the City of San Leandro shall receive four percent (4%) of current base pay.

Effective January 1, 2014, Police Officers and Police Sergeants who have completed twenty (20) years of continuous service with the City of San Leandro shall receive four percent (4%) of current base pay.

Effective January 1, 2014, Police Officers and Police Sergeants who have completed twenty-five (25) years of continuous service with the City of San Leandro shall receive five percent (5%) of current base pay.

Section 12. Uniform Allowance

For the term of this agreement, the uniform allowance shall be $1,300. Uniform allowance payments shall be made in a separate check during the month of July.

For the period of this Memorandum of Understanding, a Police Officer regularly assigned to motorcycle duties shall receive at the beginning of the assignment two (2) sets of motorcycle pants, a leather jacket, boots, a helmet plus any other necessary safety equipment.

Section 13. Holidays

Full-time regular employees shall be entitled to the following holidays: New Year's Day; third Monday in January (Martin Luther King's birthday); Lincoln's Birthday; third Monday in February (Washington's Birthday); last Monday in May (Memorial Day); Independence Day; Labor Day; Admission Day; November 11 (Veterans Day); Thanksgiving Day; the day after Thanksgiving Day; Christmas, and every day proclaimed a City Holiday by the Mayor. When a day herein listed falls on an employee's regular day off, the employee shall be entitled to a day off in lieu thereof within the calendar year. The day selected shall be subject to approval of the Police Chief. When such day herein listed falls on a Sunday, such day off in lieu thereof shall be the Monday following such Sunday, except as hereinafter provided.

Each employee represented by the Association shall also be entitled to one floating holiday, which shall be scheduled at time mutually convenient to the employee and the Police Chief. The floating holiday must be taken during each calendar year and may not be carried over to another calendar year or converted to pay.

To the extent that operating conditions allow, employees are to be given the day off on the date of the holiday. Where operating conditions require established organized shifts to be regularly staffed without regard to holidays, the Police Chief shall designate by list the positions required to be staffed. The list of positions so designated shall be subject to approval of the City

Manager, and shall be filed with the Human Resources Director and the Finance Director. If an employee holding a position on such a list works an established organized shift on a holiday, the employee can receive regular pay plus one and one-half times the regular hourly rate of pay times the hours worked on the holiday. As an alternate, the employee may receive regular pay for the holiday plus compensatory time off at the one and one-half time rate. Such time off shall be considered compensatory time, subject to the San Leandro Police Department sign-up procedure. When a day herein listed as a holiday falls on a regular day off for an employee holding a position on such list, such employee shall be entitled to a day off in lieu thereof during the succeeding calendar year, or current calendar year with departmental approval according to the same sign-up procedure. The above provisions shall be effective as to any employee transferred to a position designated as required to be staffed without regard to holidays on the approved list, and shall cease to be effective as to an employee transferred from such a position, as of the date of the transfer.

Any remaining R time not utilized during any calendar year will be paid out on the first paycheck of the following year on an hour-for-hour basis. When employment of a person occupying a position on the approved list is terminated, the employee shall receive compensation for holidays accrued in the previous calendar year, but not yet taken, and for only those holidays, which have already occurred in the current calendar year. In no event shall an employee accrue more than thirteen (13) holidays per calendar year.

An employee assigned to the patrol, or traffic division and who is subject to a rotational schedule may receive for any eight (8) hours holiday worked, one and one-half times the straight-time rate of pay or compensatory time off at the one and one-half time rate. The employee may be compensated in payment at the overtime rate for the equivalent of four (4) hours, and the remaining eight (8) hours of holiday time will remain in the holiday account. In the event the employee elects compensatory time off, the accrued time shall be placed in the employee's compensatory time off balance, not to exceed 80 hours. The term "compensatory time" refers to that time earned and accrued by working any overtime or holiday.

Compensatory time may be used, and replaced, without regard to frequency of use, as long as the account balance does not exceed 80 hours.

Once an employee's compensatory time off balance exceeds 80 hours, the employee shall be compensated in pay.

An employee may schedule accrued compensatory time and the Department will schedule a relief employee as available. If not available, the Department will post the vacancy for a volunteer employee to sign for, on an overtime basis. The volunteer employee will only be compensated in pay for the overtime worked at the overtime rate of one and one-half times the hourly rate based on the employee's monthly salary. This process shall be consistent with the San Leandro Police Department sign-up procedures.

Section 14. Annual Vacation Leave

14.1 The purpose of annual vacation leave is to enable each eligible employee to return to work physically and mentally refreshed. In the administration of this section, administrative personnel shall be guided by this stated purpose. Full vacation leave shall be taken at one time. However, the Police Chief, under appropriate circumstances may

permit a modification of this requirement. The time at which an employee shall take vacation leave during the calendar year shall be determined with due regard for the needs of the department. The vacation/holiday sign-up will be posted in the authorized work locations of the respective divisions for sworn employees of the Police Department not later than November 1, to be completed by December 1, for the next calendar year.

In the event one (1) or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave and the vacation leave shall be extended accordingly for those employees eligible for such holidays.

Upon the approval of the Police Chief, vacation leave may be accumulated to a maximum of two and one half (2.5) years' vacation entitlement and taken in one (1) calendar year. Such approval shall be recorded in the employee's personnel file. An employee who fails to take accrued vacation leave within the time herein prescribed shall cease accruing vacation leave until vacation usage reduces below the prescribed limit.

An employee who is in unpaid status for 44 or more hours in a pay period shall not accrue vacation leave for that pay period.

Upon being separated from City service, an eligible employee shall be entitled to compensation for any accrued but unused vacation calculated at the rate of pay at the time of termination.

The following vacation leave provisions do not apply to hourly or part-time employees.

14.2 Vacation leave for each full-time employee shall be accrued and credited for the pay period in which it is earned.

An employee holding a full-time position shall be entitled to a vacation leave, which shall consist of 6.67 hours for each full calendar month of service, performed.
In the year in which an employee holding a full-time position completed five (5) full years of City service, such employee shall be entitled to 126 hours of vacation for service performed. For each full year of full-time City service completed thereafter, 6 hours of vacation shall be added up to a maximum of 500 hours of vacation (2.5 years' accrual) at the top step.

14.3 If a member is on medical leave as a result of an on-duty injury or illness, the member's vacation accrual shall continue. Upon return to duty, the member shall utilize the vacation accrued while on medical leave within twelve (12) months of return to duty. The vacation utilization shall be in accordance with established department vacation sign-up procedures.

14.4 Employees shall be allowed to sell up to 80 hours of vacation per year. The conversion will be based upon the hourly rate at the time of the sell back. Time may be sold twice annually in June and December.

Section 15. Sick Leave

The object of sick leave is to provide orderly methods of furthering the health and safety of each employee as well as aiding in the maintenance of productivity.

Sick leave is not a right, which an employee can use at his or her discretion, but a privilege, which can be allowed only in case of actual sickness, or non job-incurred injury of such employee, or of such employee's immediate family, which compels the employee to be absent from work.

In order to qualify for paid sick leave, notification must be given to the work unit supervisor as soon as practicable, but at least thirty (30) minutes prior to the start of the regular work day. Waiver of this reporting requirement can be made by the Police Chief only, and only in specific unusual circumstances. Absence for illness may not be charged to sick leave not already accumulated.

An employee holding a full-time position with probationary or permanent status may be allowed a leave of absence from duty without loss of pay on account of sickness or injury. Sick leave with pay is cumulative at the rate of one (1) workday for each month of service beginning at the time of full-time probationary employment. Unused sick leave may be accumulated to a total of two thousand four hundred (2400) hours.

In the event employee absences from duty are deemed by the City Manager to be the result of concerted activity, any employee claiming sick leave with pay shall be required to provide a doctor's certificate stating the nature of the sickness or injury, the name and signature of the attending physician, the time and date the employee was examined by the physician, and a certification that the disability was of such severity as to prevent the employee from performing the job. The City Manager may also require that the evidence submitted by the employee be reviewed by a physician selected by the City and may require a physical examination by such physician at the City's expense. In those instances where the City Manager requires that this procedure be followed, it is understood that the burden of proof to qualify for sick leave with pay is placed upon the employee.

Sick leave shall not be granted to an employee who is absent from duty due to illness or injury incurred while self-employed or working for an employer other than the City of San Leandro. The benefits provided under this section shall not be available to employees whose absence is caused by sickness or injury arising within the course and scope of City employment.

An employee who is in unpaid status for 44 or more hours in a pay period shall not accrue sick leave for that pay period.

Except as hereinafter provided, payment for unused sick leave will be granted to full-time regular employees who are represented by the San Leandro Police Officer's Association with at least fifteen (15) years' continuous City service, including full-time service in an annexed jurisdiction, at termination, retirement or resignation in good standing based on salary at termination pursuant to the following schedule: Number of sick leave days accumulated, multiplied by seven and one-half percent (7 ½%), multiplied by the number of whole years of service, multiplied by the hourly rate at termination. The above formula figure of seven and one-half percent (7 ½%) will be adjusted to ten percent (10%) for an employee who terminates City service after completing twenty-five (25) years of uninterrupted City service by way of termination, service retirement or resignation in good standing with the City. Effective March 1, 2002, upon an employee's retirement, sick leave may be used as service credit on an hour for hour basis, or cash in accordance with the above-mentioned formula.

Actively employed employees formally represented by the San Leandro Police Officers' Association who die or are permanently disabled as a result of an accident which is held to be compensable by the Workers' Compensation Appeals Board will receive payment for unused sick leave according to the seven and one-half percent (7 ½%) formula above without regard to length of continuous City service.

Section 16. Funeral Leave

In the event of death in the immediate family of an employee who has one (1) or more years of continuous service with the City, the employee shall, upon request to the supervisor, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) workdays; additional funeral leave may be granted, not to exceed a total of five (5) calendar days when such death and/or funeral is outside of the nine (9) Bay Area counties. This provision does not apply if the death and/or funeral occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, sick leave, or any other leave status.

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. It is understood, however, that leave, as provided in the preceding paragraph, may be granted to commence prior to the decease of a member of the employee's immediate family. Such paid absence shall be charged to death leave, with full salary payment permitted upon the favorable recommendation of the Police Chief and the Human Resources Director and upon the approval of the City Manager.

The immediate family of an employee includes spouse, child, parent, sister, brother, grandchild, grandparent, parent-in-law, or stepparent where there is a child-rearing relationship.

The foregoing funeral leave provisions do not apply to hourly or part-time employees.

Section 17. Military Leave

Military leave shall be granted in accordance with the provision of the California State Law. An employee entitled to, and taking, military leave shall provide, through appropriate chain of command, the Police Chief with orders calling him/her to active military duty. The Police Chief, within the limits of military necessity and regulations, may determine when such leave shall be taken. Upon returning from military leave, an employee shall provide, when applicable, copies of military release papers.

Section 18. Catastrophic Illness Leave

The objective of this section is to complement the City's wellness program for employees by improving health benefits in instances of catastrophic illness, and thereby aid employees to do better work.

An employee holding a full-time position with permanent status who has completed two (2) full years of continuous service shall be eligible for the catastrophic illness leave benefit upon receiving a prior favorable recommendation therefore from the Police Chief and only upon the specific approval of the City Manager. To be eligible for leave under this section, such

employee must be unable to work at the position or any less demanding position to which assigned by the Police Chief, and must have exhausted all accumulated sick leave, vacation, holiday, overtime and all other accumulated leave or pay benefits.

The same principles concerning the administration of the sick leave benefits shall be used for this benefit where applicable.

Section 19. Jury Duty

Any employee who has one (1) or more years of continuous service with the City, when reporting for jury service as specified by summons, will be entitled to the difference between jury duty pay and the regular daily rate of pay for each day of jury service up to a maximum of fifteen (15) working days during any twelve (12) consecutive months.

Employees scheduled to work the graveyard shift immediately preceding a day of jury duty as above defined will not be required to work such shift and will receive jury duty pay in lieu thereof, subject to the foregoing maximum limitation.

Any day or swing shift employee scheduled to begin service on a jury before 12:00 noon shall not be required to report to work beforehand. Any employee released from jury duty prior to 12:30 p.m., shall report to work for the balance of the shift.

An employee who is scheduled for jury service or who serves on a jury on Friday and Monday will not be required to work on a Saturday or Sunday unless it is at the overtime rate of pay. Days of jury duty and all fees paid shall be verified by the court official responsible for issuing checks in payment of jury service. Service not paid for by the court is not covered by this section.

Section 20. Leave of Absence Without Pay

A leave of absence may be granted to an employee when it would improve the quality of the employee's job performance for the City government or when such leave is in other ways considered to be in the best interest of the City service. This could include leave for such purposes as additional job-related education or training, or extended illness not covered by accumulated sick leave.

For the purposes of this section, a leave of absence is defined as a privilege which may be granted to an employee wishing to leave the City service in good standing without pay for a limited period. Such employee must make a written request to the supervisor for such leave, stating the dates of leave and return and the reason for the request. The Police Chief must submit a written statement giving the reasons for recommending the approval of each request, after considering such factors as employee work performance, whether loss of services would be detrimental to the City's interest, availability of replacements and similar pertinent factors. The City Manager may approve or disapprove the recommendation of the Police Chief to allow a leave of absence for a period not to exceed six (6) months. Approval may be given to extend a leave of absence for one (1) additional period not to exceed six (6) months.

At the expiration of any leave of absence, an employee of this City may be required to submit to medical examinations to determine that the employee is still capable of performing the duties of the position.

An employee absent before leave of absence has been granted is absent without leave, and such conduct shall be proper grounds for discharge. Upon the expiration of a regularly approved leave of absence the employee shall be reinstated in the position held at the time such leave was granted, unless while on such leave the employee's conduct constitutes cause for discharge. Failure on the part of an employee on leave of absence to report to work promptly at its expiration shall be cause for discharge.

Section 21. Pregnancy Disability Leave & Family Medical Leave

Such leaves shall be in accordance with City Administrative Procedure 1600, Family and Medical Leave Request Process; Administrative Procedure 1630, Pregnancy Disability Leave Process, and applicable State and/or Federal law.

Section 22. Layoff

If a reduction in the work force, as determined by the City Manager is necessitated by, but not limited to, the following: a material change in duties or organization, adverse working conditions, return of employee from leave of absence, or shortage of work or funds; the City Manager shall notify the affected employee(s) of the intended action and the reason for the layoff.

Immediately following a decision which may involve the potential layoff of employees, the City Manager shall freeze all current vacancies in the Police Department in similar and related classifications to those likely to be targeted for layoff, and notify the Police Chief that such current and anticipated vacancies will be frozen until further notice.

As determined by official City payroll records: all service in the employ of the City shall be counted toward the establishment of an employee's City Seniority Service Date, including, for example, permanent, probationary, provisional, temporary (full-time and intermittent), as well as leaves of absences for obligatory military service while an employee with the City. Less than full-time service will be consolidated in equivalences of full-time service for the purpose of establishing the City Seniority Service Date. Time off as a result of formal disciplinary action will be subtracted from the City Seniority Service Date.

All full-time services in the employ of the City in a promotional rank above the entry level rank shall be counted toward the establishment of an employee's Seniority Service Date for that rank, including probationary and permanent status service as well as leave of absences for obligatory military service while an employee of the City. Time off as a result of disciplinary action will be subtracted from the Rank Seniority Service Date.

In computing both City and Rank Seniority, all time spent on paid leave of absence shall be included and all time spent on unpaid leave of absence shall be excluded. Unpaid absences equal to or greater than one full pay period will extend the Adjusted Service Date, which governs vacation accrual advancement. The Adjusted Service Date referenced within this section shall not apply in the determination of Departmental seniority within the Police Department when

used for the purposes of vacation signup, shift signup, or any other bidding process that orders the selection process by Departmental seniority. Departmental seniority will be based upon the date hired without respect to any leaves of absence approved by the Chief of Police or associated to time off protected by the Family Medical Leave Act (FMLA).

Whenever a layoff of one or more employees becomes necessary, as defined above, such layoffs shall be made according to classification Seniority Lists. Upon receiving notification that the City Manager will proceed with a possible reduction in the work force, and following receipt of information concerning the specific positions involved, the Human Resources Department will establish separate Probationary and Permanent Seniority Lists for each classification targeted for layoff.

The names of all City employees holding permanent and probationary status appointments in a given classification will be listed on the appropriate list in descending order by City Seniority Service Date in the entry level positions and by Rank Seniority Service Date in the promotional position of Police Sergeant. Except as provided in retreat rights below, employees on all lists shall be laid off on the basis of their Seniority Service Date, (i.e., employees with the least amount of total service shall be laid off first). All emergency, temporary, and provisional employees working in classifications similar to those identified for layoff must be terminated prior to the layoff of probationary or permanent status employees. Employees on the Probationary Status Seniority List for a specific classification will be laid off prior to employees on the Permanent Status Seniority List for that class.

Probationary or permanent status employees temporarily acting out of classification or holding a provisional appointment in another classification will only be listed on a Seniority List of the class in which they hold permanent or probationary status targeted for layoff.

If two (2) or more employees on a Seniority List have identical Seniority Service Dates, the tie shall be broken based on established Departmental procedures for awarding serial numbers in such instances.

Before an employee with permanent or probationary status may be laid off from employment with the City of San Leandro, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which he or she was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications.

In the process of retreating, the Rank Seniority Date List shall be utilized. Employees with the least amount of Rank Seniority shall retreat first. Any voluntary demotion to a rank below the employee's current rank shall be based on a Rank Seniority Date which is derived from a combination of all credited service in the rank to which the employee has voluntarily demoted and all credited service in higher ranks held on a probationary or permanent status.

The demoting employee has a right to be retained in the highest pay step possible, which is equal to or less than his or her present pay step. An employee involved in a layoff does not have a right of mandatory placement to positions with a higher pay step, i.e. promotion.

Provisional employees shall be notified individually, in writing, of pending layoff as soon as possible, with no less than fifteen (15) calendar days' notification if targeted for release or reassignment.

Permanent and probationary status employees should be notified individually, in writing, of pending layoffs as soon as possible, with no less than fifteen (15) calendar days' notification if targeted for release or demotion. Notice to an employee absent from work for any reason shall be sent by U.S. Mail - Return Receipt Requested.

If an employee fails to accept a bona fide offer of demotion within five (5) calendar days after receipt of the offer, the employee forfeits further right to employment retention. Acceptance of a demotion does not remove the right of appeal under the appeal procedure described below.

The names of all probationary and permanent employees released or demoted from positions in the competitive service as a result of layoff or demotion must be placed on Reemployment Lists for those classifications from which the employee was removed, as well as all other classifications to which they have demotion rights in accordance with employee retreat rights.

The Reemployment List for employees who were laid off shall remain in effect for two (2) years from the date of the layoff. Said list shall remain in effect indefinitely for employees who were demoted.

Vacancies in any classification for which there is an active Reemployment List must use the Reemployment List to fill their positions and may not use any other recruitment or appointment method to fill a vacancy until appropriate Reemployment Lists have been exhausted.

When a vacancy occurs in a class for which there is a Reemployment List, the name of the employee on the appropriate Reemployment List with the highest Seniority Date shall be certified to the Police Chief. Employees so certified from the Reemployment Priority List must be appointed to the existing vacancy.

If a former employee fails to accept a bona fide written offer of reemployment with five (5) calendar days after receipt of the offer, his or her name will be removed permanently from the Reemployment List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest pay step for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Lists. However, the employee may decline (or accept) reemployment to a lower pay step classification without jeopardizing his or her standing on the Reemployment List for the classification from which he or she was originally terminated.

Upon reappointment to the classification from which the employee was originally separated or demoted, the employee has the right to be placed at the pay step, which the employee held at the time of layoff or demotion.

Upon reappointment to the classification from which the employee was originally separated or demoted, a medical examination may be required to determine compliance with physical/mental requirements of the position to which the employee is being reappointed. Such examination(s) shall be performed by a City designated physician and shall be at City expense.

Any permanent or probationary status employee, who is laid off or demoted as a result of layoff, who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under the Grievance Procedure. In addition, employees may, at all time, before, during and subsequent to layoff, review all records, including Seniority Lists, Reemployment Lists, which pertain to their classification and their rights under the provisions of the layoff policy.

Section 23. Resignation

An employee wishing to leave City employment in good standing shall file with the supervisor at least two (2) weeks before leaving the City service a written resignation stating the effective date of resignation 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.

Failure of an employee to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give notice shall be reported to the Human Resources Director immediately.

Section 24. Employee Benefits

24.1 The IRS 125 plan shall continue. The plan shall provide the following:

A. Pretax conversion of employee contribution toward medical premiums.

B. Medical Flexible Spending Account with a maximum employee pretax contribution of three thousand ($2,500.00) per benefit plan year.

C. Dependent Care Flexible Spending Account with a maximum employee pretax contribution of five thousand ($5,000.00) per benefit plan year.

The City will maintain a "core flex" medical benefit plan. The core shall consist of the PERS Medical Plan Bay Area rates) and the existing MetLife dental plan.

Under CalPERS rules, the City will contribute the following amounts as the "employer minimum share" per employee per month towards the health plan:

2013	$115.00
2014 & 2015	As determined by CalPERS

24.2 Effective April 1, 2013, the City will contribute the monthly amounts including the CalPERS Medical Plan "employer minimum share" contribution, towards the election of medical and dental benefits in the plan, or the actual premiums, whichever is less:

		Monthly	City Pays	Employee

Medical Plan	Coverage Level	Premium		Pays
Blue Shield Access +	Employee only	$784.63	$610.44	$174.19
HMO	Employee + 1	$1,569.26	$1,220.88	$348.38
	Employee + 2 or more	$2,040.04	$1,587.14	$452.90
Blue Shield NetValue*	Employee only	$670.21	$610.44	$59.77
HMO	Employee + 1	$1,340.42	$1,220.88	$119.54
	Employee + 2 or more	$1,742.55	$1,587.14	$155.41
Kaiser (CA) HMO	Employee only	$668.63	$610.44	$58.19
	Employee + 1	$1,337.26	$1,220.88	$116.38
	Employee + 2 or more	$1,738.44	$1,587.14	$151.30
PERS Choice - PPO	Employee only	$667.03	$610.44	$56.59
	Employee + 1	$1,334.06	$1,220.88	$113.18
	Employee + 2 or more	$1,734.28	$1,587.14	$147.14
PERSCare - PPO	Employee only	$1,083.11	$610.44	$472.67
	Employee + 1	$2,166.22	$1,220.88	$945.34
	Employee + 2 or more	$2,816.09	$1,587.14	$1,228.95
PERS Select – PPO**	Employee only	$487.20	$487.20	$0.00
	Employee + 1	$974.40	$974.40	$0.00
	Employee + 2 or more	$1,266.72	$1,266.72	$0.00
PORAC - PPO	Employee only	$581.00	$581.00	$0.00
For members of the Police	Employee + 1	$1,088.00	$1,088.00	$0.00
Officers' Research Association	Employee + 2 or more	$1,382.00	$1,382.00	$0.00

MetLife Dental	Coverage Level	Monthly Premium	City Pays	Employee Pays

MetLife Dental	Coverage Level	Monthly Premium	City Pays	Employee Pays
Basic Plan	Employee only	$52.96	$52.96	$0
	Employee + 1	$102.14	$102.14	$0
	Employee + 2 or more	$160.61	$160.61	$0
Buy-up Plan (Option 1)	Employee only	$27.38	$0.00	$27.38
	Employee + 1	$55.23	$0.00	$55.23
	Employee + 2 or more	$101.63	$0.00	$101.63
Buy-up Plan (Option 2)	Employee only	$23.61	$0.00	$23.61
	Employee + 1	$48.55	$0.00	$48.55
	Employee + 2 or more	$90.50	$0.00	$90.50

Sutter and Yuba counties

**** Not available in Marin county**

In January 2014 and 2015, employees and City will each pay 50% of the increase or decrease in medical and dental premiums based on Kaiser and the Basic dental plans (i.e., 2014 premiums minus 2013 premiums, divided by 2 etc.).

Employees electing not to enroll in the core flex medical plan (i.e., who wish to waive enrollment in the medical and dental plans) and demonstrate to the satisfaction of the City their enrollment in another medical and dental plan, shall receive the amounts specified below. In the event both spouses are employed by the City and eligible to enroll in the City's flex medical benefits plan, one employee may elect not to enroll in the medical and dental plans and will receive the two hundred and fifty dollars ($250.00) per month payment if enrolled under the spouse's coverage.

In 2013 through 2015, opt-out premiums will be as follows, based on the employee's status and eligibility, in accordance with Internal Revenue Code (IRC) timelines and qualifying events:

Employee rate:	Medical $200 +/or dental $50 = $250/month maximum
Two-party rate:	Medical $350 +/or dental $50 = $400/month maximum
Family rate:	Medical $500 +/or dental $50 = $550/month maximum

Re-enrollment in the medical and/or dental plan shall be allowed only based upon a qualifying event as defined by the IRS codes or during an open enrollment period.

24.3 No change in dental plan carrier, or level of benefits shall be made unless agreed to by the Police Officers' Association.

24.4 The City agrees to continue to provide to employees an Employee Assistance Program. It is agreed that such program shall not be an automatic substitution for appropriate disciplinary action when such action is appropriate.

24.5 Retiree Benefits
Under CalPERS rules, the City will directly contribute the "employer minimum share" towards retiree health coverage. Additional retiree health contributions will be made on a reimbursement basis as set forth below. The amounts listed below are inclusive of the PERS Medical Plan "employer minimum share."

24.6 For employees retiring prior to March 1, 1998, the City shall pay the contributions required by the health plans' two-party rate for retired City employees who were assigned to classifications represented by the San Leandro Police Officers' Association and who are currently members of one of the City's CalPERS health plans. The City shall contribute to the health plan two-party rate costs until the retired employee is eligible for Medicare coverage. The maximum amount to be contributed by the City may not exceed three hundred sixty dollars ($360.00). In the event the amount required by the health plan exceeds the maximum City contribution, such excess amount shall be paid by the retiree.

Employees retiring on or after March 1, 1998 but before February 28, 2002, shall have the following option regarding medical insurance:

The City shall implement a "Medicare risk" medical insurance plan (open only to those employees who are eligible for Medicare at age 65) and shall contribute up to forty dollars ($40.00) per month toward the cost of the Medicare risk premium. For current employees not eligible for Medicare at age 65, the City shall continue to provide medical insurance coverage until age 70 at one half of the pre-65 contribution rate as set forth in this section.

24.7 For employees retiring prior to March 1, 2002, the City shall contribute a maximum of seventy dollars and eighty-seven cents ($70.87) monthly dental plan costs for each retired City employee who was assigned to a classification represented by the San Leandro Police Officers' Association, and who was a member of the City's dental plan and retired on or after January 1, 1980. Any increases in dental plan costs during the term of this Agreement shall be split equally between the City and the retired employee.

24.8 For employees hired prior to January 1, 2007 with fifteen (15) or more years of City service and retiring on or after March 1, 2002, the City shall contribute a maximum of four hundred sixty dollars ($460.00) towards the health and dental plans for retired City employees who were assigned to classifications represented by the San Leandro Police Officers Association and were members of the City's Health and Dental Plan. The City will continue its contribution until the employee is eligible for Medicare coverage (at age 65) or reaches age 70.

For employees who are eligible for Medicare at age 65, the City will contribute up to two hundred dollars ($200.00) per month towards the cost of a Medicare Risk Program and Dental Insurance until the age of 70.

24.9 For employees hired on or after January 1, 2007, who have rendered fifteen (15) years of City service as a Police Officer, the City shall pay the contributions required by health plan two-party rate for retired City employees who were assigned to classifications represented by the San Leandro Police Officers' Association and who are members of one of the City's health plans at the time of retirement. The City shall contribute a maximum of three hundred and sixty dollars ($360.00) towards the health and dental plans for retired City employees who are assigned to classifications represented by the San Leandro Police Officers' Association and were members of the City's health and dental plans. In the event the amounts required by the health plans exceed the maximum City contribution, such excess amounts shall be paid by the retiree. Coverage under this section shall continue until the employees 65th birthday; except for the PERS Medical Plan "employer minimum share" retiree health contribution, which shall continue for life.

24.10 Retired employee dependent eligibility for City health plan contribution is conditional upon the active enrollment of the retired employee. If a retired employee moves outside the service area of their medical plan, the retiree will be allowed an opportunity within thirty (30) days of such move to change medical insurance coverage. If a retired employee remarries, the retiree may add the retiree's spouse to the medical and dental insurance coverage at the City's expense, not to exceed the applicable rate based on date of hire, date of retirement and City service as outlined above.

24.11 The parties agree that during the term of this agreement, they will jointly explore various instruments enabling employee savings for retiree medical costs and related purposes.

Section 25. Retirement Plan – Two-tier System

25.1 The City shall continue to contract with the California Public Employees' Retirement System (CalPERS) to provide retirement benefit programs for the term of this Memorandum of Understanding.

25.2 **Tier One:** For employees hired by the City into the SLPOA prior to January 1, 2013, or for "classic" members of CalPERS hired after January 1, 2013, the City's contract with CalPERS provides the 3% @ age 50 retirement formula, fourth level 1959 Survivors Benefit and the Military Service credit, with 12 months final compensation.

Effective April 1, 2013, tier one employees shall commence paying 3% of the employee contribution and the City shall contribute 6%. Effective January 1, 2014, employees shall commence paying 6% of the employee contribution and the City shall contribute 3%. Effective January 1, 2015, employees shall commence paying 9% of the employee contribution and the City shall contribute 0%. Pursuant to IRS Code Section 414 (h) (2), these payments shall be made on a pre-tax basis.

25.3 **Tier Two:** For employees hired on or after January 1, 2013 and classified as "new" members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2.7% @ 57 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA, these employees are responsible for paying one-half of the normal cost of this retirement plan.

Section 26. Safety

The City shall conform with applicable safety regulations provided by State law to ensure the employee reasonable safe working conditions. The Association agrees to encourage its members to conduct themselves and use their equipment in a safe manner, to promptly report unsafe conditions and equipment and to abide by the guidelines of the applicable City of San Leandro General Safety Rules and applicable departmental rules. In the event an employee leaves the Police Department, the employee shall return all City provided safety equipment to the Department.

Section 27. Injury on Duty

When an employee is incapable of performing work or duties as a result of injuries received or illness arising in the course of employment by the City and receives benefits pursuant to the Workers' Compensation Act, upon the sole discretion of the City Manager, the employee may be granted a leave with an amount of pay equal to the difference between City pay and the Workers' Compensation pay benefit, if any, received during such incapacity, but not to exceed one (1) year for any one (1) period of such incapacity.

Leave granted an employee under the above provisions shall not be considered sick leave or deducted from accumulated sick leave.

When an employee has been injured in the line of duty and receives compensation in accordance with the provisions of any Workers' Compensation Act of the State of California, the Human Resources Director shall have submitted to him or her reports on the forms and in the manner prescribed.

Section 28. Modified Duty

When an employee cannot perform the full range of duties of the classification as a result of an industrial injury as defined by the Workers' Compensation Act, such employee may be assigned modified duty if reasonable accommodation can be made. Modified duty may be assigned after medical release by a City designated physician, which indicates the employee's work restrictions.

Section 29. Outside Work

No employee represented by the San Leandro Police Officers' Association shall engage in gainful occupation outside a City position which is incompatible with City employment, or which is of such nature that it would tend to embarrass, be a conflict of interest, or discredit the Police Department or the City in general. The nature of the employment or the amount of time than an employee can spend at a second job cannot be such that it will hinder or prevent effective performance of City duties. Any employee who wishes to engage in or accept such employment may do so only after a written request has been submitted through channels to and approved by the Police Chief.

Section 30. Miscellaneous

30.1 Tuition Reimbursement. The Tuition Reimbursement Program is incorporated here by reference. The maximum tuition reimbursement benefit under the program is one

thousand ($1,000.00) dollars per employee. The reimbursement is limited to class registration, parking-related costs and course materials.

30.2 Pay Procedures - Time Change. The parties agree that following will be applied to any full-time employee working the "midnight" shift at the time clocks change from/to Pacific Standard Time (PST) and Pacific Daylight Time (PDT).

(1) In the spring, when transitioning from PST to PDT, employees working on a shift which includes the one-hour transition from Standard to Daylight Saving time will be paid only for time actually worked. Such employees may be granted the option by the Chief to work an additional hour of straight time (to avoid being docked), or use accrued "time," compensatory time or vacation to make up the lost work hour.

(2) In the fall, when transitioning from PDT to PST, employees working during the one-hour transition will be paid for all hours worked, including one hour of overtime at the overtime rate for the extra hour worked in excess of their regularly-scheduled shift, as a result of the time change.

Section 31. Discipline

31.1 Discipline: The City may discharge, suspend, demote or reduce the pay of any employee, who has completed the specified probationary period, for cause including but not limited to dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with the City's reasonable rules regarding safety, conduct and operations, or any conduct related to employment which impairs, disrupts, or causes discredit to the employee's employment or to the City. In the event an employee feels the discharge or suspension is not for cause, the Association shall have the right to appeal the case in accordance with the provision of this section.

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 any appeal.

31.2 Presumption of Delivery: Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the employee. In the event that any notice is sent to an employee by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the return address.

31.3 Departmental Action Prior to Imposition of Discipline: Except in cases of emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against employees with permanent status, the Police Chief or person authorized by him or her shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the

right to respond either orally or in writing, or both, to the Police Chief or designee proposing the disciplinary action prior to the effective date of such disciplinary action.

31.4 Notice of Disciplinary Action: Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include but is not limited to:

(1) a statement of the disciplinary action taken against the employee,

(2) a summary of the facts upon which the disciplinary action is based,

(3) a statement advising the employee that written notice of the disciplinary action is to be placed in his/her official personnel file and that the employee has the right to appeal under the disciplinary appeal procedure set forth in this section.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, addressed to the last address, which the employee has furnished the City.

31.5 Appeal Process: The Association or the Director of Human Resources may appeal the Police Chief's determination to the City Manager within fifteen (15) calendar days of the rendering of the decision. Any such appeal shall be in writing, and shall include the specific reasons for the appeal and a statement of the desired remedy. The City Manager, or his/her designee, shall investigate the merits of the appeal and attempt to resolve the disciplinary issue(s).

31.6 Adjustment Board: In the event the parties are unable to resolve the disciplinary case, the Association, except in termination cases, may submit the disciplinary case to an Adjustment Board. The Adjustment Board shall be composed of three (3) employee representatives and three (3) representatives of the City.

31.7 Arbitration: If the Adjustment Board is unable to arrive at a majority decision, or in termination cases, either the Association or the City may refer the case to an impartial arbitrator who shall be selected by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a Court Recorder shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

31.8 Decisions of the Adjustment Board or Arbitrators on matters properly before them shall be final and binding on the parties, hereto, to the extent permitted by the Charter of the City.

Section 32. Grievance Procedure

(1) A grievance shall be defined as any dispute which involved the interpretation or application of any provision of this Memorandum of Understanding, 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.

(2) Grievances as defined in (1) above shall be processed only in the following manner:

(a) An employee who wishes to file a grievance shall discuss the issues with a management official in the department designated by the Police Chief. In the event the employee is not satisfied, or has not received a response within fifteen (15) calendar days, the grievance may be referred to the Association who may seek a resolution with the management of the department or invoke the procedures hereinafter specified.

(b) The Association may notify the Human Resources Director or designated representative in writing that a grievance exists, and in such notification state the particulars of the grievance and if possible, the nature of the determination which is desired. The Human Resources Director or designated representative shall thereupon investigate the issues involved, meet with the grievant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under paragraphs (c) and (d) below which has not first been filed and investigated in pursuance of this paragraph (b).

(c) Any grievance which has not been resolved by the procedures herein above set forth may be referred to the City Manager by the Association or by the Human Resources Director. Any such referral shall be in writing, and the specific issues involved shall be detailed in such referral together with a statement of the resolution, which is desired. The City Manager shall designate a personal representative to investigate the merits of the grievance, to meet with the grievant, and to settle such grievance or to make recommendations thereon to the City Manager.

(d) In the event the parties hereto are unable to reach a mutually satisfactory accord on any grievance, excluding termination cases, (as the term "grievance" is hereinabove defined) which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) employee representatives, and three (3) representatives of the City.

(e) If an Adjustment Board is unable to arrive at a majority decision, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a Court Recorder shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Decisions of Adjustment board or Arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent -permitted by the Charter of the City.

No Adjustment Board or Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which the Association has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph (1) of this section.

Proposals to add or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for arbitration under this section; and neither any Adjustment Board nor any Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(3) All grievances involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. In such cases no adjustment shall be retroactive for more than sixty (60) calendar days from the date upon which the grievance was filed. Only grievances, which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.

(4) No changes in the Memorandum of Understanding or Interpretations thereof (except interpretation resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

Section 33. No Strike Clause

The Association, its members and representatives agree that it and 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) 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, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum of Understanding.

Section 34. Non-Discrimination

The City and the Association agree that there shall be no discrimination against any employee because of Association activities or because of race, color, religion, sex, national origin, age, marital status, or handicap, as defined by applicable Federal and State regulations.

Section 35. Past Practices and Existing Memoranda of Understanding

35.1 Continuance of working conditions and practices not specifically authorized by departmental rules and regulations or by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

35.2 This Memorandum of Understanding shall supersede all existing Memoranda of understanding between the City and the Association.

Section 36. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding 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 Memorandum of Understanding.

It is mutually recommended that the modifications shown above shall be made applicable on the dates indicated and these modifications represent the full and final settlement of all proposals made by the San Leandro Police Officers' Association.

This Memorandum of Understanding and the recommended modifications herein shall commence on April 1, 2013 and shall remain in effect through December 31, 2015, except for those provisions assigned other effective dates.

The City will provide the Association with one hundred and fifty (150) copies of the signed Memorandum of Understanding.

Dated:

CITY REPRESENTATIVES

Chris Zapata, Municipal
Employee Relations Officer

REPRESENTATIVES, SAN LEANDRO POLICE OFFICERS' ASSOCIATION

Isaac Benabou, President

Joe Molettieri, Vice President

Bob Sanchez, Treasurer

Ron Clark, Board Member

APPENDIX "A"

The monthly pay rates for 2013 shall be as applicable below.

Classification	**Monthly Pay Range**				
	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	$7655	$8038	$8440	$8862	$9305
Police Officer	$6379	$6698	$7033	$7385	$7754

January 1, 2014, the monthly pay rate shall be as applicable below:

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	$7961	8359	$8777	$9216	$9677
Police Officer	$6634	$6966	$7314	$7680	$8064

Effective January 1, 2015, the monthly pay rates shall be as applicable below:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Sergeant	$8,200	$8610	$9040	$9492	$9967	$10466
Police Officer	$6833	$7175	$7533	$7910	$8306	$8721

The City shall contribute to the Public Employees' Retirement System (PERS) each pay period a portion of the employee contribution rate as established in Section 25.2. for sworn employees represented by the Association of the employee's "compensation" as that term is administered by the Board of Administration of PERS as of the above date.

City Contributions made pursuant to this section shall be reported to PERS as "employee contributions being made by the contracting agency. They shall be reported as compensation for retirement purposes. The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board determines that such contributions are taxable income subject to withholding.

Each employee is solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

Except as set forth in the following paragraph the aforesaid contribution shall be considered solely for the purpose set forth herein and shall not be considered for any other purpose, including but not limited to being considered as part of any employee's salary for the purpose of computing straight time earnings, compensation for paid leaves, compensation for overtime worked, compensation benefits. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.