

CITY OF SAN RAMON

**SAN RAMON POLICE OFFICER'S
ASSOCIATION**



MEMORANDUM OF UNDERSTANDING

July 1, 2018 to June 30, 2021

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DEFINITIONS

Regular Full-Time Employee

Regular Full-Time Employee shall mean a person employed by the City in a full-time capacity, who has successfully completed a probationary period, and has been retained according to the provisions of the Personnel Rules and Regulations.

Regular Part-Time Employee

Regular Part-Time Employee shall mean a person employed in a regularly budgeted class or position which a regular employee may be appointed, and whose normal work schedule is less than the standard hours of work, but at least twenty (20) hours per workweek.

Newly Hired Employee

Newly Hired Employee shall mean a person who has not completed a probationary period in any position within the organization or a person who has previously completed a probationary period, but has had more than a three (3) month break in service from the City.

Probationary Employee

Probationary Employee shall mean an employee working a test period during which he or she is required to demonstrate his or her fitness to perform the duties of the class of position to which he or she is appointed by actual performance of those duties.

Immediate Family

Immediate Family of an employee shall include his or her spouse and the following relatives: children of either spouse, step-children, parent of employee or spouse, brother or sister, half-brother or half-sister, either grandparent and grandchildren.

Appointing Authority

Appointing Authority shall mean the City Manager or his/her designee.

Temporary Employee

Temporary Employee shall mean any person appointed to a temporary position or temporarily appointed to a permanent position. Temporary position means an authorized position budgeted or established for a designated period of time or an hourly, daily, weekly, or seasonal basis. A temporary employee shall not work more than nine hundred ninety-nine (999) hours per fiscal year, including overtime work. Temporary employees are not covered by the terms and conditions set forth in this Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF SAN RAMON AND SAN RAMON
POLICE OFFICER'S ASSOCIATION**

This Memorandum of Understanding shall be presented to the City Council as the joint recommendation of the undersigned parties and shall remain in full force and effect from July 1, 2018 to June 30, 2021.

Section 1 RECOGNITION

1.1 Recognized Employees

The City of San Ramon hereby recognizes the following classifications of employees as represented in this Memorandum of Understanding: Police Officer, Police Corporal and Police Sergeant.

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 Ramon, hereinafter referred to as the "City" in employer employee relations.

1.3 Dues Deduction

Members shall provide written authorization on a form provided by the City, for membership dues which will be automatically deducted from an employee's pay and forwarded by the City to the Police Officer's Association

Section 2 NO DISCRIMINATION

Discrimination or harassment based on an individual's protected classification is prohibited. "Protected Classifications" include, age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined by law.

The City shall not interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of their rights under the Meyers Milias Brown Act.

Section 3 EMPLOYEE RIGHTS

3.1 Right to Representation

An employee, upon the employee's request, shall be entitled to have representation as provided by the San Ramon Police Officer's Association (SRPOA) present during any meeting which is disciplinary or a meeting which the employee reasonably believes may result in disciplinary action.

3.2 Personnel Files

There shall be one (1) official personnel file. An employee shall be permitted to review his/her personnel file provided the employee makes a request twenty-four (24) hours prior to the time the employee wishes to review the file. A representative of Human Resources shall be present during the review of the file. A representative of the San Ramon Police Officer's Association (SRPOA), with written permission from the employee and twenty-four (24) hours' notice to the City, shall be permitted to review the employee's personnel file. An employee shall be entitled to receive copies of any material in his/her personnel file or any material which will be submitted to the personnel file.

3.3 Notice

The employee shall be provided copies of all notices related to discipline which results in a loss of pay. At the request of the employee, a copy will also be provided to the SRPOA. The request must be in writing and addressed to the Human Resources.

Section 4 CITY RIGHTS

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services.

It is agreed that the following rights shall remain solely a function of management except as may be limited by this agreement and/or by applicable state and federal law:

1. Determine and modify the organization of City government and its constituent work units.
2. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
3. Determine the methods, means, and the number and kinds of personnel by which services are to be provided.
4. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
5. Direct employees, including scheduling and assigning work, work hours, and overtime.
6. Establish employee performance standards and to require compliance therewith.
7. Discharge, suspend, demote, reduce in pay, reprimand, and withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
8. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.

9. Implement rules, regulations, and directives consistent with law and the specific provisions of this Memorandum of Understanding.
10. Take all necessary actions to protect the public and carry out its mission in emergencies.

To the extent that management's exercise of these rights enumerated above impacts the employees' terms and conditions of employment, the City is not relieved of its obligation to meet and confer on these impacts as required by law.

Section 5 PROBATIONARY PERIOD

5.1 Probationary Period

All appointments, promotional appointments and reappointments shall be tentative and subject to a probationary period dated from the time of appointment to a regular full-time or regular part-time position. The probationary period for new appointments shall be for a one (1) year period of actual service. The City Manager, upon written request of the Police Chief may grant an extension of the probationary period up to a maximum of six (6) months beyond the end of such probationary period, for a maximum total probation of eighteen (18) months. The probationary period for promotional appointments and reappointments shall be for a six (6) month period of actual service. The City Manager, upon written request of the Police Chief, may grant an extension of the probationary period up to a maximum of six (6) months beyond the end of such probationary period, for a maximum total probation of one (1) year.

5.2 Employee Performance Report

Each probationary employee shall have his/her performance evaluated every four (4) months and at the end of the probationary period or at more frequent intervals when deemed necessary by the appointing authority. Such evaluations shall be reported in writing and in a form approved by the City Manager.

5.3 Dismissal of Newly Hired Employees

During the probationary period, a newly hired employee may be suspended, demoted or dismissed at any time by the appointing authority without the right of appeal. Notification of dismissal in writing shall be served on the newly hired employee and a copy filed with Human Resources.

5.4 Demotion of Promoted Employees

An employee who is promoted to a new position in a higher classification may be demoted to his/her previous position at any time during the six (6) month probationary period without recourse to right of appeal. The employee shall be returned to the position which he/she held prior to the promotion and shall be placed at the salary level held prior to the promotion.

Section 6 COMPENSATION

6.1 Merit System

In order to properly compensate an employee, adjustments in salary shall be based on a merit system. Adjustments shall not be automatic, but shall depend upon performance evaluation. All merit adjustments are recommended by the Police Chief and approved by the City Manager.

6.2 Salary and Wage Plan

The City Manager shall administer the Compensation Plan for employees.

1. All initial employment shall be at a salary level which is within the salary range for the classification for which the employee is hired.
2. New employees who are hired shall be placed on the salary scale. All initial employment shall be at a salary level which is within the salary range for the classification for which the employee is hired.
3. Effective dates for the purpose of performance review and merit adjustments will be on the anniversary of the date of hire or, if applicable, the anniversary date of the most recent promotion or reclassification.
4. Employees will be evaluated for performance-based merit adjustments thirty (30) days prior to their anniversary date. Merit adjustments shall be effective on the anniversary of the date of hire or if applicable, the anniversary date of the most recent promotion.

6.3 Salary Ranges

Effective July 1, 2018, salary ranges (top and bottom) shall be adjusted based on the results of the June 2018 total compensation salary survey to bring the top of the range to the 75th percentile of the City's comparator agencies. For the purposes of the June 2018 salary survey, "total compensation" included those elements of compensation outlined in Section 6.4.

As a result of the June 2018 total compensation survey, ranges for Officer and Sergeant will not be adjusted as the addition of the Master Officer and Physical Fitness Program will bring the ranges to the 75th percentile of the City' comparator agencies.

Due to lack of comparable agencies with the rank of Corporal, the top of the salary range for Corporal shall be set ten percent (10%) below the top of the salary range for Sergeant.

Effective July 1, 2019, salary ranges (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from June 2018 – June 2019 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. The minimum adjustment shall be no less than 1.0% (one percent) and no greater than 3.5% (three and one-half percent).

Effective July 1, 2020, salary ranges (top and bottom) shall be adjusted based on the results of a total compensation salary survey to bring the top of the range to the 75th percentile of the City's comparator agencies, taking into consideration total compensation as defined in Section 6.4, as of May 30, 2020. The minimum adjustment shall be no less than 1.0% (one percent) and no greater than 5.0% (five percent).

For the purpose of this adjustment, the City's comparator agencies are as follows:

- City of Brentwood
- City of Campbell
- City of Concord
- City of Livermore
- City of Milpitas
- City of Mountain View
- City of Pleasanton
- City of San Leandro
- City of Union City
- City of Walnut Creek

6.4 Total Compensation Salary Survey

The City and the POA hereby agree that the salary survey used to determine the July 1, 2020 salary adjustment set forth in Section 6.3 of this MOU will be based on total compensation information available to, and known by, the City as of May 30, 2020 (hereafter "survey data") for the period of July 1, 2020 through, and including, January 1, 2021.

For the purposes of this section, "total compensation" shall be defined as: top step salary for the classification surveyed, including any known salary increases for the first half of the fiscal year being surveyed (July 1, 2020, through January 1, 2021), as of the survey date (agency increases that are not guaranteed due to the fact the rate is undetermined are not included); cell phone/car allowance; uniform allowance; POST/educational incentive pay; Master Officer pay; longevity pay; physical fitness pay; other miscellaneous pays listed below that employees can earn in addition to other pays already listed in survey (excluding corporal pay, bilingual pay, FTO, K9, and shift differential pay); the maximum city costs for medical, dental, life, LTD/STD, vision; and any city contributions to employee accounts (e.g. deferred compensation, medical savings accounts). Miscellaneous pays include pays for the following assignments/training: administration, crime prevention, crime scene investigations, crisis intervention training, DARE, detective, downtown beat, foot patrol, internal affairs, investigations, motors, personnel and training, police community relations, professional standards, public information officer, school resource officer, SET, special investigations, SWAT, traffic, and youth liaison.

The survey will evaluate the following classifications: Police Officer and Police Sergeant.

6.5 Merit-Based Salary Adjustments

Annual adjustments in salary (based on the anniversary of the employee's date of hire or if applicable, the anniversary date of the most recent promotion) shall be based upon

employee performance as determined by the performance evaluation. It is the duty of the supervisor and Police Chief to give a fair and unbiased evaluation based on job performance of the employee. For the period of July 1, 2018 through June 30, 2021, adjustments in salary shall be determined as follows:

Rating	Score on Evaluation	Raise
Exemplary	4.50 to 5.00	6% + three (3) performance days
Exceeds Standards	4.00 to 4.49	6%
Meets Standards	3.50 to 3.99	5%
	3.00 to 3.49	4%
Does Not Meet Standards	Less than 3.00	No raise

A performance day is equal to seven and one-half (7.5) hours of leave. Performance days do not have cash value at separation.

Effective with the start of the first pay period on or after July 1, 2019, the City will advance one percent (1%) of the employee’s merit increase for CalPERS Tier 1 and CalPERS Tier 2 employees. In consideration for this one percent (1%), employees will pay an additional one percent (1%) toward the employer’s pension contribution rate, in accordance with MOU section 14. Upon an employee’s anniversary, the employee will receive the merit-based raise for which the employee is eligible, less the one percent (1%) advanced in July 2019.

Effective with the start of the first pay period on or after July 1, 2020, the City will advance one percent (1%) of the employee’s merit increase for CalPERS Tier 1 and CalPERS Tier 2 employees. In consideration for this one percent (1%), employees will pay an additional one percent (1%) toward the employer’s pension contribution rate, in accordance with MOU section 14. Upon an employee’s anniversary, the employee will receive the merit-based raise for which the employee is eligible, less the one percent (1%) advanced in July 2020.

6.6 Salary Following Promotion

1. When an employee is promoted to a position allocated to a classification with a higher salary range, such employee shall be placed in the new salary range 5.0% above the previous salary level. The Human Resources Division will verify and consider inequitable issues when an employee is being promoted to a higher classification, which in some cases may warrant an increase above 5.0%.
2. Upon recommendation of the Police Chief the City Manager may approve assignment to any other salary within the higher salary range.
3. Assignment shall not be made outside the salary range.
4. A performance evaluation shall be completed prior to the completion of a six (6) month probationary period in the promoted classification to determine regular status.

5. The employee's annual performance review schedule shall change to the effective date of the promotion.

6.7 Salary Following Demotion

1. In the case of the demotion of an employee, such employee shall be placed at the salary level held prior to the promotion.
2. The employee's annual performance review schedule shall be maintained and there shall be no additional probationary period.

6.8 Salary Following Transfer

In the case of the transfer of an employee from one position to another in the same classification or to another classification to which the same salary range is applicable, the employee shall remain at the same pay level and shall retain the same annual performance review schedule. There shall be no additional probationary period.

6.9 Revision of Salary Ranges

When a salary range for a given classification is revised as a result of the City's process, those employees holding positions in affected classifications shall not have a salary which falls below the range assigned for the classification.

6.10 Salary on Reclassification of Positions

If an employee is reclassified, the employee shall be placed in the salary range of the new classification at the same amount as the employee's salary prior to the reclassification plus a 3.5% increase in salary. The employee's annual performance review date shall change to the effective date of the reclassification. There shall be no additional probationary period.

6.11 Salary for Work Performed in a Higher Classification – Temporary Upgrade and Special Assignment Pay

a. Temporary Upgrade Pay

On occasion an employee may be temporarily required to perform duties of another classification with a higher salary range due to illness, vacation, leave of absence, etc. In such cases, the employee's salary will be adjusted to compensate for the higher level of duties.

In order to receive adjusted compensation for working in a higher classification the employee must be assigned, assume and perform substantially all the duties and responsibilities of the position, and perform them for at least one week (five consecutive working days, without regard to the calendar week).

Adjusted compensation for working in a higher classification shall consist of a flat five percent (5%) increase above the employee's current salary or the lowest salary within the higher salary range, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

Each case will be evaluated on an individual basis and recommendation for compensation for work in a higher classification will be made by the Police Chief and approved by the City Manager. Such approval should be made in advance whenever possible.

Temporary Upgrade Pay will be limited to 960 hours a fiscal year for assignments in vacant positions qualifying for temporary upgrade pay. Temporary Upgrade Pay is reportable to the California Public Employee Retirement System (CalPERS), as defined by CCR 571(a)(3) for classic CalPERS members, to the extent allowed by law.

b. Special Assignment Pay

An employee who is temporarily assigned for a minimum of two (2) work weeks to perform significant additional duties outside the scope of the job specification of the employee's classification, in addition to the employee's regular job duties, will receive Special Assignment Pay at a rate of five percent (5%) above the employee's base salary.

Merit increases in salary that occur, as provided in Section 6, while an employee is assigned Special Assignment or Temporary Upgrade Pay shall be applied to the employee's base salary in their base classification. When an employee in a Special or Temporary Upgrade assignment is promoted, the salary increase shall be calculated from base salary from the position the employee is promoted from.

6.12 POST Pay

Employees who possess an intermediate POST Certificate shall receive an amount equal to two and one-half percent (2.5%) of base pay paid with regular payroll. Employees who possess an Advanced POST Certificate shall receive an additional five percent (5%) of base pay paid with regular payroll, for a total of seven and one-half percent (7.5%) of base pay.

6.13 Field Training Officer Pay

A Police Officer and Corporals assigned as a Field Training Officer (FTO) will be paid a differential equal to five percent (5%) of base pay paid with regular payroll. If the Officer or Corporal is receiving Master Officer I pay, the differential for FTO pay will be four percent (4%). If the Officer or Corporal is receiving Master Officer II pay, the differential for FTO pay will be three percent (3%).

6.14 Canine Pay

Police Officers assigned canine responsibilities will be paid a differential equal to five percent (5%) of base pay paid with regular payroll. If the Officer is receiving Master Officer I pay, the differential for Canine Pay will be four percent (4%). If the Officer is receiving Master Officer II pay, the differential for Canine pay will be three percent (3%).

6.15 Master Officer Program

Effective July 9, 2018, the City shall provide Master Officer Pay to eligible Officers,

Corporals and Sergeants in accordance with this Section.

a. Specialty Pay

Employees who meet the eligibility requirements of Master Officer I shall receive an amount equal to two and one-half percent (2.5%) of base pay. Employees who meet the eligibility for Master Officer II shall receive an additional five percent (5%) of base pay, for a total of seven and one-half percent (7.5%) of base pay.

b. Eligibility Requirements

Master Officer I:

- Successful completion of one qualified specialty assignment listed in subsection (c) below. Officers must have a minimum of three (3) years in assignment and Sergeants and Corporals must have a minimum of two (2) years in assignment, unless otherwise noted;
- Must have a minimum of ten (10) years total law enforcement experience, three (3) of those years with San Ramon Police Department; and
- Possession of Intermediate POST Certificate.
- Specialty assignment may have been performed in any law enforcement agency.

Master Officer II:

- Successful completion of two varying qualified specialty assignments listed in subsection (c) below. Officers must have minimum three (3) years in each assignment and Sergeants and Corporals must have a minimum of two (2) years in assignment, unless otherwise noted;
- Must have a minimum of fifteen (15) years total law enforcement experience, five (5) of those years with San Ramon Police Department; and
- Possession of Advance POST Certificate.
- One (1) of the two (2) specialty assignments may be completed in another agency or may be substituted with possession of a Master's Degree.
- Only one (1) of the qualifying specialty assignments requiring a five (5) year minimum may be used to qualify for Master Officer II pay.

c. Qualified Specialty Assignments

Requiring three (3) years for Officers, two (2) years for Corporals and Sergeants:

- Detective
- Computer Crimes Detective
- Taskforce Officer
- Community Service Officer
- Youth Service Officer
- School Resource Officer
- Traffic Officer
- FTO
- K9

- Professional Standards
- Character Counts/DARE Officer

Requiring five (5) years for all ranks:

- SWAT
- Crisis Negotiation Team
- Peer Support
- Mutual Aid Mobile Field Force
- Armorer
- Other unique experience approved by Chief of Police (e.g. Bomb School, Polygraph Examiner, sketch artist, etc.)
- Defensive Tactics or Firearms Instructor. In addition to five (5) year minimum, must also have taught a minimum of one (1) class per year.
- POST required course instructor. In addition to five (5) year minimum, employee must have also taught a minimum of one (1) class per year to qualify.

d. Pay Effective Date

It is the sole responsibility of each employee to complete a Master Officer Pay Authorization Form, provide all necessary backup or proof (if using experience from another agency), and receive sign off from the Chief, or his/her designee, in order to begin to receive Master Officer Pay. Pay will be effective on the pay day that corresponds with the pay period in which Human Resources receives the required paperwork. For example, if Human Resources receives a completed Master Officer Pay Authorization Form on October 4, 2018, the employee will expect to receive the pay on his/her October 26, 2018 pay check. With the exception of the initial implementation of this program, as outlined in the next paragraph, Master Officer pay will not be applied retroactively.

After ratification of this contract, there will be a sixty (60) calendar day window in which Human Resources will accept Master Office Pay Authorization Forms and will apply the pay retroactive to July 9, 2018, provided the employee met the requirements of the program on July 9, 2018.

e. Employees Who Promote While Serving in a Specialty Assignment

If an employee is promoted from the rank of Officer, and at the time of promotion, has completed at least two (2) of the three (3) years of a specialty assignment listed above, the employee's time in that specialty assignment will count for the purposes of qualifying for Master Officer Pay.

If an employee is promoted from the rank of Corporal or Sergeant, and at the time of promotion, has completed at least one (1) year and four (4) months of the two (2) years of a specialty assignment listed above, the employee's time in that specialty assignment will count for the purposes of qualifying for Master Officer Pay.

6.16 Police Physical Fitness Program

In an attempt to encourage physical fitness, and in turn promote the health of employees, reduce medical expenses, work related injuries, and improve the quality and longevity of life for employees, Police Officers, Corporals and Sergeants who successfully complete a physical fitness program shall receive a 1% bonus of their base pay for thirteen pay-periods (equivalent to six (6) months). The evaluation requirements will be determined by Managements, and consistent with the Cooper Institute Physical Fitness Standards. The City will schedule physical fitness days twice a year for employees to participate in.

Employees must have one year of City service, successfully passed probation and receive a minimum score of 3.0 on their annual merit evaluation to be eligible for this pay.

Employees will be eligible for up to two 6-month periods of pay in a given year.

Pay received in accordance with this section will not be reported to CalPERS.

The parties do not intend for pay received in accordance with this section to be reportable to CalPERS.

6Section 7 HOURS OF WORK AND OVERTIME COMPENSATION

7.1 Hours Worked

Police Services has a variety of different work shifts to meet the needs of the City and the Department. The work hours cover a period of seven (7) days a week and twenty-four (24) hours a day. In lieu of the traditional forty (40) hour work week, employees will work a thirty-seven and one-half (37.5) hour work week. This is to accommodate those who are required to wear and care for required safety equipment and uniforms.

The regular work hours for unit employees shall be five (5) shifts of seven and one-half (7.5) work hours in a seven (7) day work period. The seven and one-half (7.5) work hours per shift shall be consecutive except for an unpaid duty-free meal period of one-half (.50) hour. In addition, work hours shall include one fifteen (15) minute rest period.

Alternative schedules are in place to accommodate the needs of the Department:

Three (3) nine and one-half (9.5) work hour days and one (1) nine (9) work hour day in a seven (7) period. The work hours per shift shall be consecutive including a meal period consisting of one-half (.50) hour and two (2) fifteen (15) minute rest periods.

Or

Three (3) twelve and one-half (12.50) work hour days in a seven (7) day period. The work hours per shift shall be consecutive including a meal period consisting of one-half (.50) hour and two (2) fifteen (15) minute rest periods.

7.2 Work Week

The workweek for employees as defined by the Fair Labor Standards Act is a regular recurring period of one hundred sixty-eight (168) hours in the form of seven consecutive

twenty-four (24) hour periods. The workweek is not necessarily the same as the calendar week. The typical workweek for all City of San Ramon Police Employees begins at 12:00 a.m. Monday and ends at 11:59 p.m. Sunday, except that the work week for employees on an Alternative Work Schedule may be modified based on individual schedules to accommodate thirty-seven and one half (37.5) hours in a seven (7) day work period.

7.3 Overtime Policy

It is the policy of the City to avoid the necessity for overtime work. When overtime work is necessary, such overtime shall be authorized by the Police Chief or his/her designated representative, but shall be kept at a minimum.

Overtime work for employees, except as otherwise provided, shall be defined as any time worked beyond thirty-seven and one-half (37.5) hours in any work week.

7.4 Overtime Compensation and Computation Policy

Employees working in excess of a normal thirty-seven and one-half (37.5) hour work week may be paid at an hourly rate of one and one-half (1.5) times the regular hourly rate (1/75th of the employee's biweekly pay).

In case of less than thirty-seven and one-half (37.5) hours worked in a workweek, due to vacation, holidays, sick leave, or other paid or unpaid leave, employees who work approved additional hours shall be paid overtime compensation for those hours paid in excess of seven and one-half (7.5) hours per workday (or their regularly scheduled workday, whichever is longer); or thirty- seven and one-half (37.5) hours in a workweek. Such overtime shall be paid at an hourly rate of one and one-half (1.5) times the regular hourly rate, except that rate for contractual overtime will not include monies received for medical opt-out premiums.

As an alternative to receiving cash, employees may choose to be compensated for overtime work through compensatory time-off (comp time) at the rate of one and one-half (1.5) hours comp time per overtime hour worked instead of receiving cash payment. The decision to receive overtime pay or compensatory time credit shall be made at the end of the pay period in which the overtime is worked. There is no provision for converting compensatory time to overtime pay except at termination. Compensatory time may be accrued up to a maximum of two hundred forty (240) hours per employee.

If an employee has any unused accrued comp time at termination, the employee will be paid for such unused comp time at his/her regular rate of compensation at termination.

7.5 Overtime- Conditions of Civil Disaster or Local Peril

In case of civil disaster, state of extreme emergency or local peril, the procedure for payment of overtime may be suspended temporarily by the City Manager for the period of the emergency. During such period, the City Manager shall determine the compensation procedure. However, such procedure shall not change the rate of overtime compensation.

7.6 Pay Periods

Payday shall be every other Friday (bi-weekly) for the two (2) week period ending two (2) Sundays prior to the payday.

7.7 Court Appearance Compensation

If a Police Services employee appears on a court subpoena during his/her off-duty time, he/she will be compensated.

- a. Employees shall be compensated for off-duty court appearances on work days as follows:

An employee shall be compensated with a three (3) hour overtime minimum or actual time in court, whichever is greater, for any court appearance that starts more than one-half (.50) hour before an employee's shift or more than one-half hour after the conclusion of an employee's shift.

For court appearances which begin during an employee's shift or within a half- hour of the start or conclusion of an employee's shift, the employee shall be compensated for the actual time worked.

An employee shall be entitled to only one (1), three (3) hour minimum each day.

- b. Employees shall be compensated for court appearances on scheduled days off as follows:

An employee shall be compensated with a four (4) hour overtime minimum or actual time in court, whichever is greater.

An employee shall be entitled to not more than two (2), four (4) hour minimums per day.

- c. When a court appearance, which has been scheduled to occur on the employee's time off is canceled, the department has until 8:00 pm the day prior, to notify the employee of the cancellation or the employee shall be paid four (4) or three (3) hours at the employee's applicable overtime rate as defined above.

7.8 Mandatory Event Cancellation Compensation

If an Officer, Corporal or Sergeant is mandated by a Lieutenant, Captain or the Chief of Police to attend a mandatory department authorized training or special event (e.g. Chevron Share Holder Meeting) during his/her off-duty time, he/she will be compensated under this section of the MOU.

Each event must be documented in writing as mandatory (email, memo, etc.) by a Lieutenant, Captain or the Chief of Police.

When a mandatory event, which has been scheduled to occur on the employee's time off is canceled, the department has until 8:00 pm the day prior, to notify the employee of the cancellation or the employee shall be paid three (3) hours at time and one-half the employee's base pay.

This section does not apply to department meetings or meetings or events associated with an employees' assignment (e.g. K9 demonstrations, FTO and Supervisor's meetings).

Section 8 STANDBY AND CALLBACK PAY

8.1 Standby Status and Standby Pay

When it is necessary to require an employee to leave work where he/she can be reached for emergency call out or other services during a specified period of time, other than scheduled hours of work, such employee shall be considered on standby status. (This provision does not apply to court ordered standby status issued by the District Attorney's Office or Judge.) The following provisions apply to standby status:

1. An employee on stand-by status shall be paid at the rate of fifteen percent (15%) of the employee's straight time rate of pay for all hours spent on standby.
2. If an employee is called out for an emergency while on standby status, he/she will be compensated for a minimum of two (2) hours work at one and one-half (1.5) times the regular hourly pay rate. Any time worked in addition to the two-hour minimum will be compensated at one and one-half (1.5) times the normal hourly rate for each additional hour or fraction thereof. The fifteen percent (15%) standby pay will stop from the time the employee is called out to the time the employee returns to standby status. Work time shall commence from the time the employee is called to work until the time the employee returns home.
3. Employees called back to work after midnight may elect to arrive at work that same day an amount of time past the normal starting time equivalent to the time worked past midnight. If an employee elects to exercise this privilege, he/she must notify the supervisor in advance of the normally scheduled workday or within one-half hour (30 minutes) of normal start time. If it is deemed to be detrimental to the operation of the City to grant this time off, the supervisor may deny the request. Employees who use this option will be paid the regular hourly rate for hours actually worked that day.
4. The employee shall not use drugs, alcohol or prescription medication which may impair job performance during the entire period he/she is on stand-by status.

8.2 Call Back Pay

Employees may be called out during other than normal work hours to perform necessary work.

Any employee who is called back to duty shall be paid at one and one half times of the regular hourly rate for the actual time worked outside of the regularly scheduled work day, plus two (2) hours of call back pay on regularly scheduled work day.

Any employee who is called back to duty shall be paid at one and one half times of the regular hourly rate for the actual time worked, plus three (3) hours of call back pay at one and one half times of the regular hourly rate on a scheduled day off.

Such employees called back shall be paid a minimum of two (2) hours on scheduled work days, and three (3) hours on scheduled days off at the appropriate rate for each call back.

Call back time will be paid at a rate of one and one half times of the regularly hourly rate of the employee.

Section 9 HOLIDAYS

9.1 Holidays

The following holidays are recognized as regular holidays for pay purposes. Regular part-time employees who work a minimum of twenty (20) hours per week on a continuous basis are entitled to receive holiday pay at their straight time rate in an amount proportionate to the ratio of scheduled hours of work per week as approved in the fiscal year budget. Regular and probationary full-time employees shall have the following days off with pay:

- | | |
|------------------------------|----------------------------------------|
| * New Year's Day | * Veteran's Day |
| * Martin Luther King Jr. Day | * Thanksgiving Day |
| * President's Day | * Day After Thanksgiving |
| * Memorial Day | * Christmas Day |
| * Independence Day | * Two and one-half (2 ½) Discretionary |
| * Labor Day | Holidays (18.75 hours) |

Discretionary holidays are granted on a calendar year basis and must be used during that year. Discretionary days may be scheduled with seven (7) calendar days' notice to the supervisor or Police Chief. Approval of the Police Chief or designee is required prior to taking a discretionary day off. There is no provision for accrual beyond the calendar year, and employees shall not be paid for unused discretionary holidays at the time of separation from the City service. Discretionary holidays are the equivalent to seven and one-half (7.5) hours. Employees working a shift where the work day is more than seven and one-half (7.5) hours are required to fulfill the remaining time off by using either vacation or compensatory time.

Except for those employees who are assigned to Patrol, or any other assignments designated by the Chief of Police, when any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

Employees assigned to Patrol, and any others designated by the Chief of Police, will work all holidays which fall on their normal work schedule. For purposes of this section, holidays are the actual date of the recognized holiday and not the day these holidays are observed by the City.

An employee who wishes to be excused from work in observance of a religious holiday (not listed as a "Regular Holiday for Pay Purposes") shall request approval of such absence from the Police Chief. If approved, such time off shall be charged against the employee's accumulated compensatory time, discretionary holidays, or vacation leave.

9.2 Employees Eligible for Holiday Pay

Employees who are on pay status both the work day before and the work day after a holiday shall be entitled to receive time off with pay at their straight time rate for the holidays listed above. Holiday pay will be the equivalent of seven and one-half (7.5) hours of regular pay. Employees with work schedules exceeding seven and one-half (7.5) hours per shift must contribute the hours necessary from their vacation or compensation time balances to make up a full seventy-five (75) hours per two (2) week pay period.

9.3 Employees That Work on a Holiday

Employees assigned to a nine and one-half (9.5) hour shift shall be paid two (2) hours at the regular hourly rate, and all other hours worked on a holiday shall be paid at the rate of one and one-half (1.5) times the regular hourly rate. Employees assigned to a twelve and one-half (12.5) hour shift shall be paid five (5) hours at the regular hourly rate, and all other hours worked on the holiday shall be paid at the rate of one and one-half (1.5) times the regular hourly rate. Employees who work the holiday shall also receive the holiday pay benefit outlined in section 9.2 above.

Section 10 VACATION

10.1 Eligibility

Regular full-time and regular part-time employees having completed six (6) months of continuous service shall be eligible for paid vacation at his/her current rate of pay. The Police Chief may grant an employee with less than six (6) months of service paid vacation, but it shall not exceed the amount of vacation time the employee has actually accrued.

10.2 Vacation Accrual

All vacation accruals are calculated based on a seven and one-half (7.5) hour working day. Each regular full time and probationary employee shall accrue vacation at the following rate for continuous service performed as follows:

1. 1st through 4th year of service

Twelve (12) working days of vacation during each complete year of service. (1 day per month or 7.5 hours per month)

2. 5th through 9th year of service

Fifteen (15) working days of vacation during each complete year of service. (1.25 days per month or 9.375 hours per month)

3. 10th through 14th year of service

Twenty (20) working days of vacation during each complete year of service. (1.66 days per month or 12.5 hours per month)

4. 15 or more years of service

Twenty-two (22) working days of vacation during each complete year of service.
(1.83 days per month or 13.75 hours per month)

Regular part-time and probationary part-time employees shall accrue vacation in an amount proportionate to the ratio of scheduled hours of work per week to the standard work week but in no case shall the number of days of vacation accrued per year exceed those days allowed by the appropriate subsection above. Temporary employees are not eligible to accrue vacation leave. Vacation shall begin accrual with the date of employment and shall accrue bi-weekly for each employee based on his or her date of employment.

10.3 Use of Vacation

Vacation shall be scheduled as far in advance as possible with the employee's supervisor or Police Chief. An employee shall submit a request to their supervisor or Police Chief. Approval of the Police Chief or designee is required prior to taking vacation time off. The Police Chief or designee shall respond to the employee within seven (7) calendar days after submission of the request. Vacation leave shall not be used beyond the time accrued.

10.4 Maximum Accumulation

Employees shall be allowed to accumulate vacation up to but no more than twenty-four (24) working days or two (2) times his/her annual accrual, whichever is greater. Upon approval by the City Manager, an employee may be allowed to continue to accrue vacation beyond the maximum accumulation should the employee's vacation request be denied due to an emergency (natural disaster, etc.) which is beyond the employee's control. An employee allowed to continue to accrue vacation beyond the maximum accumulation will be given a specific time period by the City Manager to use vacation to reduce his/her accumulation to the allowable amount or the amount over the maximum accumulation will be forfeited.

10.5 Vacation at Termination

A regular full-time or regular part-time or new hire probationary employee whose employment with the City terminates shall be paid for that part of his/her vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for the employee at the time of termination.

When an employee retires from City service, he/she may extend his/her last day worked by using an amount of vacation leave equal to his/her annual accrual prior to his/her CalPERS retirement date, if desired. For example, employees with more than 15 years of experience upon retirement may use up to 165 hours of vacation prior to their retirement date.

10.6 Holidays Falling During Vacation

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for

that day. The employee's compensation for that day shall be holiday pay and he/she shall not be paid or charged for vacation. Employee's working a shift other than seven and one-half (7.5) hours will be charged vacation time for any hours over seven and one-half (7.5) hours.

10.7 Designation of Beneficiary

When termination is caused by the death of the employee, pay for unused vacation shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with Human Resources. If the employee is married and designates a beneficiary other than the spouse for more than fifty percent (50%) of the benefits payable, the signature of the spouse also shall be required on the designation. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 11 SICK LEAVE

11.1 Statement of Policy

Paid sick leave is an employee benefit of time off granted to an employee in cases of personal illness or accident, medical or dental treatment, or as authorized in Section 11.6 of this Section. The employee shall make notification by contacting the on-duty Supervisor as soon as possible after determining leave will be taken and prior to the time set for reporting to work on the first day of such leave and as often thereafter as directed by his/her Supervisor or the Police Chief. Notifications shall be made by telephone to the Supervisor's private office phone. If the Supervisor is out of the office the employee shall notify Dispatch of the sick call and provide a telephone number where the employee can be contacted. Dispatch will notify the on-duty Supervisor of the call.

With advance written notice from the Police Chief, an employee may be required to provide a written statement from the attending health care practitioner or dentist that the employee is or was incapacitated and unable to perform his/her duties. The written notice shall state the reason that the employee is required to provide such a statement. The Police Chief also may require a health care practitioner or dentist's statement that the employee is capable of and released to return to all his/her duties.

Any employee who is absent from work due to sick leave shall not engage in any activity or work which would inhibit his/her ability to return to work at the earliest possible time.

11.2 Accrual

Sick leave shall be accrued at the rate of seven and one-half (7.5) hours per calendar month for each month that a regular full-time and probationary employee has worked. Regular and probationary part-time employees shall accrue sick leave in an amount proportionate to the ratio of scheduled hours of work per week to the standard workweek.

11.3 Accumulation

Accrued sick leave may be accumulated without limit for use purposes.

11.4 Use

Sick leave may be used by the employee for purposes contained in this Article. As stated in Section 11.1 of this Article, a written health care practitioner's statement may be required before approval of sick leave pay. In the event of continued, regular absence requested as sick leave, an employee may be further counseled by the Police Chief and required to see the City's physician at no cost to the employee. Pay for approved sick leave shall be authorized until the employee's accumulated total sick leave hours have been exhausted and at such time the employee shall receive no further pay for sick leave.

An employee shall be granted time off chargeable to sick leave for a visit to a health care practitioner or dentist.

An employee shall have his/her accumulated sick leave balance reduced by an amount equal to the number of sick leave hours for which pay is received.

Sick leave will not be granted for any of the following causes:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by employee's own willful misconduct.
2. Disability arising from any sickness and injury related to employment other than with the City of San Ramon.

Abuse of sick leave, i.e., used for unauthorized purposes, may result in disciplinary action.

11.5 Depletion of Sick Leave

In the event of an employee's continued illness after depletion of his/her sick leave, such absence may, with the approval of the Police Chief, be charged to vacation time accrued. Upon depletion of leave benefits, a medical leave without pay shall be governed by the conditions contained in Section 12 of this Memorandum of Understanding.

11.6 Leave Chargeable to Sick Leave

An employee may be granted time off with pay for the following:

1. Absence due to the illness or injury of a member of the employee's immediate family.
2. Absence beyond three (3) days, or five (5) days if outside the state, due to the death of a member of the employee's immediate family.
3. Birth of child to employee's spouse while spouse is hospitalized.

Such time off shall be considered as sick leave and shall be charged against the accumulated sick leave of the employee.

11.7 Sick Leave Conversion

- a. Annual Conversion

In October of 2018, employees may elect to convert thirty-seven and one-half (37.5) hours of accrued sick leave at their base hourly rate to their 457 Deferred Compensation Plan. In order to be eligible, the employee must retain a sick leave balance of 150 hours after the conversion. The conversion to sick leave will occur the first pay day in December. There is no cash out option in 2018.

Also in October of 2018, and annually thereafter, regular full-time and regular part-time employees will be given the opportunity to elect if they want to convert a portion of unused sick leave at the end of the following calendar year. Employees will have the option to:

1. Convert up to seventy-five (75) hours of accrued sick leave to cash at a conversion ratio based on years of service. To be eligible, at time of payment, the employee must have a balance of two hundred and twenty-five (225) hours of sick leave after the cash out occurs;
2. Convert thirty-seven and one-half (37.5) hours of accrued sick leave at their base hourly rate to their 457 Deferred Compensation Plan. In order to be eligible, at time of conversion, the employee must have a sick leave balance of 150 hours after the conversion; or
3. Not participate in the conversion option.

Employees' elections are irrevocable. If an employee does not meet the minimum balance requirements at time of cash out/conversion, their election will be cancelled. Cash outs/conversions will occur the first pay check in December in the calendar year following election.

An employee's failure to provide an election form will be deemed as a waiver to participate in plan for the following year.

Sick Leave Conversion to Cash Ratios

<u>Service Requirement</u>	<u>Conversion Ratio</u>
Less than 5 years of uninterrupted service	25%
5 to 10 years of uninterrupted service	33%
More than 10 years of uninterrupted service	50%

Example: An employee with 8 years of service wants to convert 75 hour of sick leave. Based on his years of service, his conversion ratio is 33%. As a result, 75 hours of sick leave will be deducted from his sick leave bank, he will get paid out for 24.75 hours at his base hourly rate, and the remaining 50.25 hours will be forfeited.

b. Conversion at Retirement or Termination of Employment

Regular full-time and regular part-time employees will be granted the opportunity to convert unused sick leave for pay upon retirement, or at resignation or termination of employment in good standing.

Employees, who wish to convert their unused sick leave for pay upon retirement, or at resignation or termination of employment in good standing, will be allowed to "cash in" all unused sick leave accrued.

Up to the time of the employee's final paycheck, all accrued sick leave may be converted to cash. The conversion ratios are as follows:

<u>Service Requirement</u>	<u>Conversion Ratio</u>
Between 1 and 5 years of uninterrupted service	25%
5 to 10 years of uninterrupted service	33%
More than 10 years of uninterrupted service	50%

At retirement, the percentage of leave not sold back will be reported to CalPERS for additional service credit.

As an alternative to the cash option identified above, employees who are retiring from the City may choose to convert one hundred percent (100%) of their unused sick leave to CalPERS service credit.

Payroll taxes for cash out or conversation option will be calculated in accordance with IRS rules.

11.8 Workers' Compensation Disability Payments

An employee receiving temporary disability payments under the Worker's Compensation Laws may use accumulated sick leave in order to continue to maintain his/her regular income. Under such circumstances, the employee shall be paid the difference between his/her full salary and the disability payments received. Accumulated sick leave shall be charged in proportion to the amount of his/her full salary paid by the City during such period of disability.

Payments for permanent disability are to be retained by the employee, it being ruled by State Compensation Insurance Fund that such awards by the Commission are recompense for the permanent disability suffered by the employee.

11.9 On The Job Injury

An employee injured in the course of employment must report the accident to his/her supervisor. The supervisor is responsible for submitting a statement signed by the employee and giving all details within twenty-four (24) hours of the accident.

When an employee is off work as the result of a valid on-the-job injury or illness sustained in the service of the City, the City shall continue his/her pay in the amount of his/her monthly rate for up to but no longer than one (1) year of compensated time off as dictated by California Government Code Section 4850. Such pay shall be considered as

on-the-job injury leave and shall not be charged as sick leave.

During the time that an employee is off work as the result of a valid on-the job injury, the employee will retain his/her normal anniversary date.

11.10 Off the Job Injury

Any injury/illness occurring other than in the service of the City may be compensated for through the provisions of the long-term disability insurance plan provided by the City.

Section 12 OTHER LEAVES OF ABSENCE

12.1 Personal Leave of Absence without Pay

Upon recommendation of the Police Chief, the City Manager may grant an employee a leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interests of the City. No such leave shall be granted except upon written request on the authorization form, and the approval must be in writing. Requests should be made as far in advance as practical. Such leave shall not exceed four (4) calendar months' duration. Loss of service credit will occur for the duration of the leave; no benefit credit will be accrued toward vacation or sick leave. Employee insurance benefits will remain in effect. Performance review will be deferred if necessary or may be rescheduled upon return to work.

12.2 Family Care and Medical Leave

Employees may be eligible for leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and the CFRA. Leave provided under this section may run concurrently with other leaves provided, as designated by Human Resources. Additional information regarding available leave benefits is set forth in City's Family and Medical Leave Policy.

12.3 Pregnancy Disability Leave of Absence

Employees may be eligible for leave under the California Pregnancy Disability Leave Law (PDLL). The administration of any leave given under the PDLL shall be in accordance with the provisions of the PDLL. Leave provided under this provision may run concurrently with other leaves provided. Additional information regarding available leave benefits is set forth in the City's Family and Medical Leave Policy.

12.4 Death in Immediate Family

Employees shall be granted up to three (3) working days leave with pay by the Police Chief in the event of death in the immediate family of the employee or the employee's spouse if death occurred within the state and up to five (5) days if death is outside of the State. ("Immediate family" is defined in "Definitions," page ii.)

Additional time off in excess of three (3) or five (5) days may be taken by an employee with prior approval of his/her Police Chief and the City Manager. Such additional time off is to be charged in the following order:

- a. Accumulated sick leave.
- b. Accumulated vacation leave.
- c. Accumulated compensatory time.
- d. Leave of absence without pay.

12.5 Military Leave of Absence

Military leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the appointing authority an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Whenever possible, the employee involved shall notify his/her department of such leave requested at least ten (10) working days in advance of the beginning date of such leave.

Upon termination of military leave, the employee, in accordance with applicable law, may return to his/her classification without loss of seniority or other benefits.

12.6 Military Reserve Training

Employees attending the two (2) week Summer Camp Sessions held by branches of the military are paid the difference between their regular City base salary and military pay received. Employees should notify their Police Chief as soon as their dates of training are known and submit a copy of their military orders. These sessions do not constitute breaks in employment, and benefits accrue as usual.

12.7 Subpoena

Employees, who are subpoenaed to appear as witnesses on behalf of the Federal Government or any of its agencies, the State of California or any of its agencies, or the City of San Ramon or any of its agencies, shall be granted a leave of absence, upon presentation of the subpoena to the Police Chief. Said employees shall receive full pay for such appearances, provided the employee remits to the City all fees as soon as received by the employee for such appearances.

For appearances in Contra Costa County as a result of a subpoena from the District Attorney, Public Defender, Department of Motor Vehicles or any other Government Agency compensation shall be as indicated in Section 7.7 of this Memorandum of Understanding.

Compensation for expenditures of the employee, for mileage or subsistence allowances, shall not be considered as a fee and shall be retained by the employee.

12.8 Jury Duty

Employees required to report for jury duty shall be granted leave for such purpose, upon presentation of jury notice to the Police Chief. Said employees shall receive full pay for the time served on a jury, provided the employee remits to the City all fees as soon as received by the employee for such duties. Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee.

12.9 Medical Leave/Work Related

All employees are covered by Workers' Compensation as required by law. Employees shall be provided leave consistent with these laws.

12.10 Return from Leave

Upon expiration of leave, an employee is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent position.

12.11 Unauthorized Leave of Absence

Unauthorized leave of absence shall be considered as days, or portion of days, not worked in which the employee was scheduled to work. Unauthorized leave will be deducted from the employee's pay in an amount equivalent to the time absent. An unauthorized leave of absence will result in disciplinary action. Unauthorized leave of absence for more than three (3) days shall be cause for automatic termination of employment.

Section 13 LAYOFFS

13.1 City Council Action

The City Council shall determine which position(s) shall be eliminated within the organization. Human Resources shall determine and notify the employee(s) to be laid off as a result of the eliminated position(s).

13.2 Order of Layoffs

To determine which employee is to be laid off as a result of an eliminated position, Human Resources shall use the following procedure:

1. Prepare a list of every employee in the affected classification.

(A classification is defined as a position or group of positions sufficiently similar in duties and responsibilities in which the same title, qualifications, test of fitness and salary range can be applied.)

2. Determine which employee(s) within the classification will be laid off.

If there is only one (1) employee in the classification, that employee shall be given a layoff notice.

If there are two (2) or more employees within the same classification, Human Resources shall apply the following order in determining which employee shall be laid off:

First, temporary employees in the classification shall be laid off. The City Manager shall determine which temporary employee(s) shall be laid off.

Second, if there are no temporary employees in the classification, the order in which employees shall be laid off within each classification affected shall be based on

seniority.

3. Seniority shall be defined as follows:

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 ranking including temporary, regular part-time, probationary and regular full time, as well as obligatory leaves for military service while an employee of the City. Loss of service credit will occur for the period of a leave of absence without pay. Less than full time service will be consolidated in equivalencies of full-time service for the purpose of establishing City seniority service ranking. Time off as a result of formal disciplinary action will be subtracted from the City seniority service score.

13.3 Displacement Rights

An employee designated to be laid off shall receive written correspondence with at least a minimum thirty-day layoff notification and displacement rights. An employee scheduled to be laid off may displace as follows:

1. An employee with a lower score in the same department in a lower classification for which the laid off employee is qualified. In such a case, the affected employee shall displace the employee with the lowest score (as determined in Section 13.2 (2) above) within said classification.
2. An employee with a lower rank score (as determined in Section 13.2 (2) above) in any department in a lower classification in which the affected employee once held regular status. In such a case, the affected employee shall displace the employee with the lowest-score within said classification.

13.4 Notification of Displacement

An employee scheduled to be laid off must request displacement in writing to Human Resources within seven (7) working days of receipt of notice of layoff. An employee displacing to a lower or related classification shall be placed at the salary tier representing the least loss of pay. In no case shall the salary be increased above the amount received in the classification from which the employee was laid off.

Employees assuming a lower or related classification shall serve a probationary period in the new classification unless they previously have completed a probationary period in the classification.

13.5 Reemployment

The names of employees laid off or displaced shall be entered on a reemployment list in the inverse order specified in Section 13.2 of this Section. As reemployment opportunities become available in the classification from which the employee was laid off: the employees on the list, commencing with the highest score, shall be offered return to those positions. Reemployment lists shall remain in effect for two (2) years.

Laid-off or displaced employees will be notified of reemployment opportunities by certified mail at the last official known address of the laid-off or displaced employee. It

shall be the responsibility of the laid-off or displaced employee to inform the City in writing of any changes in his/her address.

The laid-off or displaced employee must notify Human Resources of his/her acceptance within three (3) work days of receipt of the mailing as reflected on the postal service certified return receipt. The employee shall be notified of such time limit in the written reemployment offer. Failure to contact the designated City official within such period shall be deemed as rejection of the vacant position and will remove the employee from the reemployment list.

Section 14 EMPLOYEE BENEFITS

14.1 Retirement Plan

- a. Tier 1: Employees hired before July 1, 2012, shall participate in the California Public Employees Retirement System (CalPERS), three percent (3%) at age 50 for sworn employees, calculated based on single highest year compensation. The plan includes the 4th Level 1959 Survivor's Benefit.
 - Employer-Paid Member Contributions (“EPMC”): The City shall pay the full cost of the employee’s nine percent (9%) member contribution towards CalPERS. The City shall report the Employer-Paid Member Contribution to CalPERS as “special compensation” for purposes of calculating as employee’s “final compensation” in accordance with Government Code Section 20042.
 - Cost-Sharing: Employees shall share in the City’s CalPERS costs by contributing nine percent (9%) of the employee’s compensation reportable to CalPERS (i.e. “compensation earnable”) towards the City’s employer contribution, in accordance with Government Code section 20516(f).
 - Beginning with the start of the first pay period on or after July 1, 2018, when an employee begins to receive Master Officer Pay, or on his/her first work anniversary on or after July 1, 2018, whichever occurs first, employee shall contribute an additional one percent (1%) of the employee’s compensation earnable toward the employer’s pension contribution rate for a total employee contribution of ten percent (10%).
 - Beginning with the start of the first pay period on or after July 1, 2019, employees shall contribute an additional one percent (1%) of the employee’s compensation earnable toward the employer’s pension contribution rate for a total employee contribution of eleven percent (11%).
 - Beginning with the start of the first pay period on or after July 1, 2020, employees shall contribute an additional one percent (1%) of the employee’s

compensation earnable toward the employer's pension contribution rate for a total employee contribution of twelve percent (12%).

- b. Tier 2: Employees hired on or after July 1, 2012 and who are "classic members" (i.e. those employees not meeting the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA")) shall participate CalPERS, three percent (3.0%) at age 55 formula, with final compensation earnable, calculated based on the average of the highest thirty-six (36) consecutive month. The plan includes the 4th Level 1959 Survivor Benefit.
- Employer-Paid Member Contributions ("EPMC"): The City shall pay the full cost of the employee's nine percent (9%) member contribution towards CalPERS. The City shall report the Employer-Paid Member Contribution to CalPERS as "special compensation" for purposes of calculating as employee's "final compensation" in accordance with Government Code Section 20042.
 - Cost-Sharing: Employees shall share in the City's CalPERS costs by contributing nine percent (9%) of the employee's compensation reportable to CalPERS (i.e. "compensation earnable") towards the City's employer contribution, in accordance with Government Code section 20516(f).
 - Beginning with the start of the first pay period on or after July 1, 2018, when an employee begins to receive Master Officer Pay, or on his/her first work anniversary on or after July 1, 2018, whichever occurs first, employee shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of ten percent (10%).
 - Beginning with the start of the first pay period on or after July 1, 2019, employees shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of eleven percent (11%).
 - Beginning with the start of the first pay period on or after July 1, 2020, employees shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of twelve percent (12%).
- c. For employees hired on or after January 1, 2013 and classified as a "new" member of CalPERS as defined by in PEPRA, are responsible for paying one-half of the normal cost of the retirement plan and subject to the reportable annual compensation limit per Government Code Section 7522.10.

- d. Pursuant to IRS Code Section 414 (h) (2), these contribution payments shall be made on a pre-income tax basis.
- e. The City does not participate in the Social Security Plan with the exception of the mandatory Medicare (FICA) deduction.

14.2 Disability Insurance

During the term of this agreement, the City shall provide major long-term disability insurance for employees. The cost for this insurance shall be paid for by the City. The current amount of the insured monthly salary shall be \$9,500. All other provisions of the plan are set by the California Law Enforcement Association.

14.3 Health/Life Insurance Program

The City of San Ramon shall continue to contract with the California Public Employees Retirement System to make available to eligible City of San Ramon employees the CalPERS Medical Insurance Program, subject to the provisions below:

a. Core-Flex Benefit Plan – Active Employees

The City of San Ramon will establish and maintain a “core-flex” benefit plan. The “core” shall consist of the CalPERS Medical Plan (Bay Area Rates) and the existing dental plan.

b. Employer Minimum Share

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

2018	\$133
Subsequent years	As determined by CalPERS

c. City Monthly Contribution Amounts – Active Employees

Effective upon the contract with CalPERS, the City will contribute the following monthly amounts, including the CalPERS Medical Plan “employer minimum share” (as noted in Section 14.3 (b)) contribution towards the election of medical and dental benefits in the plan, or the actual premiums whichever is less.

Coverage Level	Dental Plan	Medical Plan	Total City Contribution
Employee Only	\$64.10	\$779.86	\$843.96
Employee + 1	\$112.20	\$1,559.72	\$1,671.92
Employee + 2 or more	\$188.20	\$2,027.64	\$2,215.84

The above monthly amounts are based on the 2018 premium rates for the City’s dental plan and the Kaiser CalPERS premium rates. Employees electing enrollment in a CalPERS medical plan with premium rates greater than the 2018 Kaiser CalPERS premium rates shall contribute the difference between the above amounts and the actual premium cost of the medical plan selected.

d. Future Increase or Decrease in Kaiser CalPERS and City Dental Plan Premium – Active Employee

For the term of this agreement, the City shall increase or decrease its monthly contribution by an amount equal to the increase or decrease in the Kaiser CalPERS premium rates. Employees electing to enroll in a medical plan with premium rates higher than the CalPERS Kaiser Plan shall be required to pay the difference in premium rates between the Kaiser Medical Plan and the plan selected by the employee.

14.4 Opt-Out of Medical and/or Dental Plan

Employees electing not to enroll in the “Core-Flex” plan (i.e., who wish to waive enrollment in the medical and/or dental plan) and demonstrate annually to the satisfaction of the City their enrollment in another medical and/or dental plan, shall receive opt-out payments as set forth in Section 14.5 below. In the event both spouses are employed by the City and are eligible for enrollment in the Core-Flex plan, one employee may elect not to enroll in the medical and dental plan and will receive the employee only opt-out rate if enrolled under the spouses medical and dental coverage.

14.5 Opt-Out Rates

Effective January 1, 2015, through December 31, 2018, the opt-out rates, based on the employee’s status and eligibility during the active benefit plan year, in accordance with Internal Revenue Code timelines and qualifying events, will be as follows:

Employee Rate: Medical \$358+/- dental \$50 = \$408/monthly maximum
 Two-party Rate: Medical \$715+/- dental \$75 = \$790/monthly maximum
 Family Rate: Medical \$929+/- dental \$100 = \$1029/monthly maximum

Effective January 1, 2019 through June 30, 2021, the opt-out rates, based on the employee’s status and eligibility during the active benefit plan year, in accordance with the Internal Revenue Code timelines and qualifying events, will be as follows:

<u>Eligibility Level</u>	<u>Medical (by Calendar Year)</u>	<u>Dental</u>
Employee Only	50% Employee Only Kaiser Rate	\$50
Employee + 1 Dependent	50% Two-Party Kaiser Rate	\$75

Family

50% Family Kaiser Rate

\$100

Re-enrollment in the medical and/or dental plan shall only be allowed based on a qualifying event as defined by the IRS Codes or during an open enrollment period. Employees electing to opt-out of the medical or dental plan may do so only during an open enrollment period and must annually provide proof of alternative coverage which meets the ACA definition of minimally essential coverage to maintain his/her opt-out status.

14.6 Flexible Benefit Plan

The City shall make an annual contribution (first pay period of each calendar year) of \$500 to a flexible spending account for each employee. Any employee hired after January 1 shall have a prorated amount contributed into an account in the employee's name.

14.7 Dental Care

The City shall provide employees and eligible dependents with a dental insurance plan with an annual benefit cap of \$1,800. The City shall pay the full premium cost of the plan for the employee and eligible dependents.

14.8 Vision Plan

The City shall provide employees with a vision insurance plan. The City shall pay the full premium cost of this plan for the employee and eligible dependents.

14.9 Life Insurance

The City shall provide to each employee an employer-paid life insurance policy with maintenance of the same levels of coverage as currently exist. Employees shall be eligible for coverage upon their first day of employment as a regular employee.

14.10 COBRA - Continuation of Health Coverage

As required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) the City's health insurance plans provide for continuation of group health coverage to employees and eligible family members, upon a qualifying event, at the employee or family member's expense according to the provisions set forth in COBRA.

14.11 Deferred Compensation

Employees may participate in the deferred compensation plan in accordance with the guidelines of that plan as long as such a plan is offered to any employees through the City.

14.12 Flexible Spending Program- Section 125

The City will contract for a flexible-spending program provided that there is a minimum 20% participation of all City employees.

14.13 Mileage Reimbursement/Allowance

Whenever an employee is required to use a private vehicle in the conduct of City business, such employee is entitled to reimbursement for actual mileage. Mileage is reimbursed at the rates prescribed by the IRS. Also, in the event of an accident while using a private vehicle on City business, the employee's insurance will be primary; however, the City will cover the employee's deductible cost.

14.14 Adoption Benefit

Adoption benefits will be provided to all employees. An employee who adopts a child will be eligible to receive reimbursement from the City for fifty percent (50%) of the costs related to the adoption up to a maximum reimbursement of five thousand dollars (\$5,000).

14.15 Retiree Medical

- a. For employees hired on, or before July 1, 2007, medical, dental and vision premium payments shall be made on behalf of employees + spouse/domestic partner who retire from the City of San Ramon based on the following formula:

0 to 3 years of service	No payment
4 to 7 years of service	50% of the cost of premiums
8 to 11 years of service	75% of the cost of premiums
12 years of more of service	100% of the cost of premiums

For employees hired on, or before July 1, 2007, the City will grant vesting credit for service to be used in computing the years of service requirements for retiree health coverage to those with prior San Ramon experience under the Sheriffs Contract as follows:

Age of Officer as of July 1, 2007	Factor to apply to service years
45+	1.0 per year of service
44	.9 per year of service
43	.8 per year of service
42	.7 per year of service
41	.6 per year of service
40	.5 per year of service
39	.4 per year of service
38	.3 per year of service
37	.2 per year of service

36	.1 per year of service
35 or less	.0 per year of service

- b. For employees hired after July 1, 2007, medical, dental and vision premium payments shall be made on behalf of employees only who retire from the City of San Ramon based on the following formula:

Upon completion of 5 years of service	25% of the cost of the premiums
After 5 years	Additional 5% for each year of service so that at the end of 20 years of service 100% of the cost of premiums

- c. For employees hired after July 1, 2014, the City will contribute an amount equal to 4% of the employee’s salary to a Retirement Health Savings Plan with ICMA while employed with the City to be used to purchase a medical, dental, and/or vision plan. This will replace participation in the defined benefit retiree health plan.

d. Retiree Medical Insurance – Early Retirees

Under CalPERS rules, the City will directly contribute the “employer minimum share” toward the cost of retiree medical coverage through CalPERS and make such payment on behalf of the retiree directly to CalPERS each month. Additional City contribution will be made to eligible retirees each month based on the applicable schedule provided in Section 14.15 (a) and 14.15 (b).

e. Medicare Eligible Retirees

CalPERS rules provide for the continued enrollment in the CalPERS medical insurance plan when a retiree reaches Medicare eligibility and requires the City to continue to pay the “employer minimum share” payment for the retiree who continues enrollment in a CalPERS Medical plan. Upon reaching Medicare eligibility, CalPERS rules require the retiree to enroll in a CalPERS Supplement/Managed Medicare Plan. San Ramon City Council Resolution 2007 – 189 provides that retirees may receive a reimbursement of up to \$426.36 (2018 rate) per month adjusted annually by 2% (in some cases an additional \$426.36 per month for a spouse) to purchase a Medicare supplemental insurance policy and to pay for dental and vision coverage.

Upon reaching Medicare eligibility, and contingent upon continued enrollment in the CalPERS Medical Insurance program, the City will reimburse the eligible retiree the difference between the amount the retiree is eligible to receive to purchase a Medicare Supplement and other available health benefits, pursuant to the San Ramon City Council Resolution 2007 -189, for the purchase of a Medicare supplement and the “employer minimum share.” For example, if the Medicare-

eligible retiree receives \$426.36 (2018 rate) per month (and meets the remaining eligibility requirements for receiving a City payment), the retiree will receive \$426.36 per month less the “employer minimum share” (which will be paid by the City directly to CalPERS on behalf of the retiree) resulting in no net reduction in the payments made by the City of San Ramon, provided the retiree provides evidence of coverage for other benefits such as dental, vision, etc.

f. Method of Payment for Coverage

The current system of retiree payment and any City reimbursement to the retiree shall be made through a Health Reimbursement Arrangement (HRA). Eligible retirees shall be required to provide the City of San Ramon with the appropriate authorization form upon retirement from the City and at other times after retirement if required to administer the retiree medical benefit.

Section 15 UNIFORMS

All uniformed Police employees will be responsible for the purchase of his (or her) own uniforms with the following exceptions:

- The City will purchase one (1) complete set of uniforms for any newly hired uniformed employee.
- The City will replace any uniform apparel damaged during the course of the employees’ duties; with the exception of normal wear and tear.
- The City will continue to purchase specialty uniforms for Traffic Officers limited to the leather motorcycle jackets, motorcycle pants and motorcycle boots.
- The City will purchase specialty uniforms for members of the Special Weapons and Tactics Team (SWAT).
- The City will continue to purchase the uniforms of all Police Volunteers, Police Chaplains, Reserve Police Officers and Police Explorers.

In lieu of City provided uniforms, uniformed Police Services employees will receive an annual allowance of one thousand fifty dollars (\$1,050), along with a one hundred dollars (\$100) boot allowance, to be disbursed during the month of December each year.

Beginning January 1, 2019, each employee’s annual uniform allowance will be paid to them in equal installments (\$40.38 per pay period) over the twenty-six (26) biweekly pay periods.

Section 16 DISCIPLINARY PROCEEDINGS

16.1 Causes for Disciplinary Action

Employees may be disciplined for just cause including but not limited to the following:

- a. Fraud in securing appointment or making a false statement on an application for employment.
- b. Incompetence, inefficiency or neglect of duty.
- c. Insubordination\willful disobedience.
- d. Dishonesty or immorality.
- e. Being under the influence of drugs or alcohol while on duty.
- f. Illegal possession, use, or addiction to the use of narcotics or controlled substances.
- g. Unauthorized leave of absence.
- h. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- i. Discourteous treatment of the public or other employees.
- j. Illegal political activity in violation of the California Government Code.
- k. Abuse or misuse, or appropriation for personal use, of City property.
- l. Violation of any of the provisions of the Personnel Rules and Regulations, Departmental Rules and Regulations, and/or this Memorandum of Understanding.
- m. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the agency, the employee's department or division.
- n. Outside employment not specifically authorized by the appointing authority or their designee.

16.2 Types of Disciplinary Action

Types of disciplinary action, which may be taken, in order of severity, are: dismissal, disciplinary demotion, disciplinary suspension, written reprimand, or an appropriate combination of these disciplinary actions. The aforementioned types of disciplinary action are defined as follows:

- a. Dismissal – The discharge of an employee from City service.
- b. Disciplinary Demotion – A permanent change in classification of an employee to a position of lower responsibility and pay for unsatisfactory performance or disciplinary reasons.
- c. Disciplinary Suspension – The temporary suspension of an employee from City

service, without compensation, for a period not to exceed thirty (30) calendar days in any one (1) calendar year.

- d. **Written Reprimand** – Notification in writing to the employee that there is a cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if the cause is not corrected.

16.3 Persons by Whom Disciplinary Action May Be Taken

The City Manager, Police Chief or his/her designee may take disciplinary action against an employee under his/her control for one or more of the causes for discipline specified in Section 16.1. The employee shall be informed of the disciplinary action to be taken within two weeks after the completion of the City's investigation.

16.4 Disciplinary Action Procedure

All disciplinary actions taken against a sworn police employee will be pursuant to and in compliance with the Peace Officer's Bill of Rights as specified in the Government Code.

1. Pre-Disciplinary Action Procedure

Disciplinary action, which would result in loss of employee salary, shall conform to the following procedural safeguards prior to imposition of disciplinary action:

a. Notice

Written notice of the proposed disciplinary action shall be served upon the employee;

b. Reasons

Reasons shall be cited for the proposed disciplinary action;

c. Charge and Material

A copy of the charges and access to material upon which the action is based shall be included;

d. Employee Response

The employee shall have the right to respond, either orally or in writing, to the authority initially imposing the disciplinary action.

The above stated notice and charges shall be served upon the employee either personally or by certified mail. The charges shall be detailed so as to give the employee fair opportunity to review and respond to the charges.

Upon receipt of the notice and charges, the employee shall have not less than three (3) working days within which to respond in writing or to request an informal non-evidentiary hearing before the person by whom disciplinary action was taken and /or the Police Chief. The purpose of this hearing is to allow the employee's representative and/or the employee to make any representations believed relevant to the case. The hearing shall be held as

expeditiously as possible but not more than three (3) working days after the request for hearing unless there is an agreement to extend by both parties. The hearing shall be subject to taping or transcription.

An employee may be relieved from duty and placed on paid leave pending the final decision of the proposed action if such leave is necessary to protect the public service or public interest.

2. Final Disciplinary Action Procedure

Disciplinary action causing loss of employee salary and any other form of discipline shall be imposed in accordance with the following procedure: A written notice shall be served on the employee and filed with the City Manager with a copy to Human Resources as soon as reasonably possible, but not later than five (5) working days after the date discipline is imposed. The notice shall be served on the employee either personally or by certified mail and shall include:

- a. A statement of the nature of the disciplinary action;
- b. The effective date of the action;
- c. A statement of the cause for the discipline and citing the rule(s) violated;
and
- d. A copy of Section 16.5 of this Article.
- e. Said notice may include conditions or future actions to be taken.

16.5 Right of Appeal- Procedure

An employee shall have the right of appeal from any disciplinary action taken under this article. Such appeal must be filed in writing with the Police Chief with a copy to Human Resources within ten (10) calendar days after receipt of written notice of such disciplinary action. The appeal must state specifically the issue(s) in controversy and the facts upon which the issue(s) is based. The Police Chief will respond within ten (10) days of receipt of the appeal. If the employee is not satisfied with the Police Chiefs review, the employee may appeal to the City Manager.

Such appeal must be filed in writing with the City Manager with a copy to Human Resources and the Police Chief within ten (10) calendar days of receipt of the Police Chiefs response. In the case of suspensions of three (3) days or more, the City Manager may conduct, upon the employee's request, an independent review of the discipline imposed for the purpose of affirming, modifying or reversing the discipline. The City Manager will respond within ten (10) calendar days of receipt of the appeal.

If the employee is not satisfied with the City Manager's review, the employee may appeal the matter to the City Council. The appeal shall be made in writing to Human Resources within fourteen (14) calendar days of receipt of the City Manager's decision. The City Council shall assign the appeal to an impartial fact finder who shall be selected by mutual agreement between the City Manager and the employees.

The fees and expenses of the fact finder and of a court reporter shall be shared equally by employee and the City. Each party, however, shall bear the cost of its own presentation.

The fact finder shall conduct a hearing and identify the facts in the case. The fact finder shall present a summary of the facts to employee and the City Council. The City Council shall review the summary and make a final decision on the matter. The City Council shall take such action within thirty (30) days of receipt of the fact finder's presentation. The decision of the City Council shall be binding upon both parties.

16.6 Waivers/Withdrawal of Appeal

Notwithstanding any provisions in this article, any time limit or stage of procedure herein provided may be waived upon consent of both parties involved.

At any time after an appeal has been filed, an employee shall have the right to withdraw his/her appeal by written notification to the City Manager.

Failure of the employee to file an appeal within the period specified constitutes a waiver of appeal.

Failure of the employee to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the Police Chief shall be final.

16.7 Effect of Certain Disciplinary Action Interpretive

a. Suspension

An employee suspended from the City service shall forfeit all rights, privileges and salary, except that the employee shall not forfeit his /her health plan, pension, long-term disability, or life insurance while on suspension.

Suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for disciplinary reasons for more than thirty (30) calendar days in any fiscal year.

a. Discharge

An employee who has been discharged from City service shall be paid salary accumulated to the effective date of termination, and any accrued compensatory time or vacation leave.

b. Demotion

An employee who has been demoted shall be reduced from a position in one classification to a position in a lower classification having lesser duties and responsibilities and a lower maximum rate of pay for disciplinary purposes.

c. Official Reprimand

An employee who has been issued an official reprimand shall be given a written notice, and a copy shall be placed in the employee's personnel file. The employee shall sign an acknowledgment that he/she has received a copy of the written notice.

16.8 Informal Corrective Counseling

1. Purpose

The effective and efficient operation of the San Ramon Police Department requires employees to conform to San Ramon Police Department standards. The Chief of Police believes that positive correction is often more effective than punishment. Therefore, an informal system of training and counseling has been established to assist employees in improving behavior and performance without the negative effects of lasting disciplinary measures.

The corrective counseling system is designed to give the employee an opportunity to correct behavior by clearly identifying the problem and defining a course of action to correct the problem. This informal written counseling session will remain in the officer's personnel file for the duration of the annual evaluation period. Employees may be placed into the corrective counseling system by a supervisor of the rank of sergeant or above.

2. Interview

The initial step for placement into the corrective counseling system is a meeting between a supervisor and the employee. Prior to the meeting the supervisor should review available information and conduct any necessary investigation. This meeting allows the employee an opportunity to present an explanation of the incident or behavior and provides the supervisor an opportunity to remind the employee of any rules, policies or procedures that were violated.

At the conclusion of the interview, the supervisor may indicate the need for corrective action, additional training, or increased supervision or the supervisor may require further investigation into the behavior.

If at any time during this process the supervisor should determine that informal corrective counseling is not appropriate and disciplinary action may be recommended the supervisor should discontinue the informal corrective counseling procedure and request further investigation be conducted by an internal affairs investigation through the chain of command.

3. Corrective Action

Each incident requires timely corrective action which directly addresses the employee's behavior problem. Appropriate corrective action can be as simple as the counseling which is provided during the meeting with an employee. Other circumstances may require more stringent monitoring of employee behavior, a more structured work environment, increased supervision, specific training, counseling programs, and medical or psychological evaluation and intervention.

4. Documentation

The supervisor will prepare an informal corrective counseling memorandum to be forwarded through the chain of command and placed into the officer's personnel file, for the duration of the current annual evaluation period. This memorandum will be addressed to the employee and it will document the issues discussed during

the interview and will clearly describe the course of action to be taken to correct the unacceptable behavior.

The employee will have the opportunity to read and sign the memorandum prior to its placement into the officer's personnel file. The signing of the document by the employee is not an admission of culpability. If the employee refuses to sign the memorandum, the supervisor will note the refusal on the memo. The employee will not be ordered to sign the memo. The employee will be given the original memorandum, and a copy will be forwarded through the officer's chain of command.

The officer may prepare a separate memorandum setting forth that officer's position on the situation. This written memo shall be submitted no later than thirty (30) days after the interview and forwarded through the same chain of command as the informal corrective counseling memorandum. The officer's memo shall remain with the informal corrective counseling memo in the officer's personnel file, until they are both purged at the time of the officer's annual evaluation.

The informal corrective counseling system is designed improve an officer's behavior and performance and is not disciplinary. Placement into the informal corrective counseling system is not subject to the grievance procedure.

Section 17 GRIEVANCE PROCEDURE

17.1 Definition

A grievance is a complaint or problem, which arises from the application and/or interpretation of this Memorandum of Understanding.

17.2 Procedural Steps

Any grievance arising from the application and/or interpretation of this Memorandum of Understanding, wherever possible, should be considered within the Department. Use of this procedure shall not reflect unfavorably on the employee, the supervisor (s), the Police Chief the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

17.3 Purpose of Rules

- a. To promote full communication between the City and its employees by providing a reasonable method of resolving disputes regarding MOU's, wages, hours and other terms and conditions of employment between the City and the employee.
- b. To assure the employee of a prompt and fair discussion of the issue involved.
- c. To provide that complaints shall be settled as near as possible to the point of origin.
- d. To encourage the prompt resolution of problems and complaints of any employee.
- e. To enable employees to make their complaints known by an orderly process.

f. To provide that complaints shall be heard and settled informally.

17.4 Submission of a Complaint, Grievance or Problem

In the informal complaint procedure, the complainant (employee or representative) may present his/her complaint or problem verbally or in writing. If presented verbally, the complainant may, at any stage of the process or review, submit his/her complaint or problem in writing. The City Manager, the Police Chief or the supervisor may, at any stage of the process or review, request that the complaint or problem be put in writing and submitted.

17.5 Discussion of Complaint, Grievance or Problem

Any complaint or problem arising out of employment should, wherever possible, be considered within the department. When a complaint or problem, as defined in 16.1, arises, it shall be brought to the attention of the immediate supervisor by the employee involved or the employee's representative as soon as possible. Should the employee fail to bring his complaint or problem to the attention of the supervisor within seven (7) calendar days of the date of the action or incident causing his complaint, it shall be considered as a waiver by the employee of his right to submit the complaint.

The supervisor must take action on the complaint and notify the complainant of his action or decision within seven (7) calendar days from the date the complaint was submitted.

If the matter is one which can be adjusted by the immediate supervisor to the satisfaction of the employee, this shall terminate the complaint.

If the matter cannot be adjusted or settled by the immediate supervisor within seven (7) calendar days from the date of submission, or if the complainant is still dissatisfied after the decision of the immediate supervisor, he/she may submit his/her complaint to the Police Chief. The complaint must be submitted to the Police Chief within seven (7) calendar days from the date of the supervisor's decision or the complaint shall be terminated.

The Police Chief shall confer with the complainant, the supervisor and such other persons as may be necessary to gather all the facts and to find a solution. He/she must take action and notify the complainant of his/her action or decision within five (5) working days from the date the complaint was submitted.

17.6 City Manager Review of Complaint, Grievance or Problem

If the complainant is not satisfied after informal discussions and the Police Chiefs decision, he/she may, within ten (10) calendar days of the date of the Police Chiefs decision, request in writing a meeting with the City Manager. Failure of the complainant to make such a request within the ten (10) day period shall terminate the complaint.

Upon receiving the written request, the City Manager shall within seven (7) calendar days, discuss the complaint or problem with the complainant, his/her representative, if any, and all principals involved for the purpose of resolving the complaint or problem.

The City Manager may make or cause to be made any inquiry, investigation or

compilation of facts he deems necessary to assist him/her in reaching a decision. The City Manager shall render a decision in writing to the complainant with a copy to the Police Chief within fourteen (14) calendar days of the date the complainant's written request was received.

The decision of the City Manager shall be final.

Section 18 SAFETY

18.1 Safety Committee Appointment

The Police Department may appoint one (1) employee representative to the Department Safety Committee.

18.2 Injury and Illness Prevention Program

The City will provide a comprehensive Injury and Illness Prevention Program (IIPP) which is designed to prevent workplace accidents, injuries and illnesses.

Section 19 REOPENER

Changes in state or federal law that impact the terms of this Agreement shall be grounds for re-opening the specific sections(s) impacted.

Section 20 SEPARABILITY AND SAVINGS

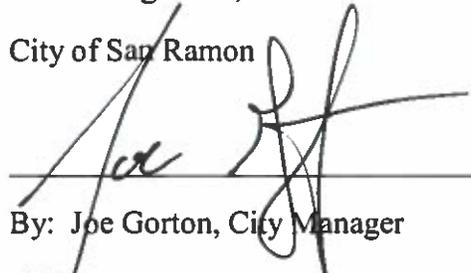
If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 21 TERM AND EFFECT

This Memorandum of Understanding shall remain in full force and effect from July 1, 2018 to June 30, 2021.

Dated: August 28, 2018

City of San Ramon


By: Joe Gorton, City Manager

ATTEST:


Renee Beck, City Clerk

San Ramon Police Officer's Association


By: David Roach, President

RESOLUTION NO. 2018-099

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAMON
AUTHORIZING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING
(MOU) BETWEEN THE CITY OF SAN RAMON AND
SAN RAMON POLICE OFFICER'S ASSOCIATION**

WHEREAS, a Memorandum of Understanding (MOU) between the City of San Ramon and San Ramon Police Officer's Association (SRPOA) expired on June 30, 2018; and

WHEREAS, the City of San Ramon and SRPOA have been meeting and conferring in good faith since April 2018 in attempts to develop a new MOU; and

WHEREAS, through the negotiations process, the City of San Ramon and SRPOA were able to agree on the terms and conditions of a new MOU, regarding compensation, benefits, work hours and other terms and conditions of employment for members of the SRPOA; and

WHEREAS, this new Memorandum of Understanding shall remain in full force and effect from July 1, 2018 through June 30, 2021.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of San Ramon does hereby authorize the execution of the Memorandum of Understanding between the City of San Ramon and the San Ramon Police Officer's Association.

PASSED, APPROVED AND ADOPTED at the meeting of August 28, 2018 by the following votes:

AYES: *Cm. Hudson, O'Loane, Perkins, Sachs and Mayor Clarkson*

NOES:

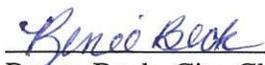
ABSENT:

ABSTAIN:



Bill Clarkson, Mayor

ATTEST:


Renee Beck, City Clerk

RESOLUTION NO. 2019-025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAMON
APPROVING AMENDMENT NO. 1 TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SAN RAMON AND THE SAN RAMON
POLICE OFFICERS' ASSOCIATION**

WHEREAS, the City of San Ramon and the San Ramon Police Officers' Association are parties to a Memorandum of Understanding for the period July 1, 2018 through June 30, 2021; and

WHEREAS, the City of San Ramon and the San Ramon Police Officers' Association wish to amend certain provisions of the Memorandum of Understanding regarding Canine Pay and POST Certification Pay, as well as add a provision for Motor Officer Pay.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of San Ramon does hereby approve the attached Amendment No. 1 to the Memorandum of Understanding between the City of San Ramon and the San Ramon Police Officers' Association.

PASSED, APPROVED AND ADOPTED at the meeting of March 12, 2019 by the following votes:

AYES: *Cm. Hudson, O'Loane, Perkins, Zafar, and Mayor Clarkson*

NOES:

ABSENT:

ABSTAIN:



Bill Clarkson, Mayor

ATTEST:


Christina Franco, City Clerk

**AMENDMENT NO. 1 TO THE
CITY OF SAN RAMON
POLICE OFFICER ASSOCIATIONS'
MEMORANDUM OF UNDERSTANDING**

The following sections are added or amended as follows:

New

Motor Officer Pay

Effective March 18, 2019, in lieu of taking home a City-issued motorcycle, a Police Officer, Corporal or Sergeant assigned to the Motors Unit as a Motorcycle Officer (Motors) will be paid a differential equal to five percent (5%) of base pay paid with regular payroll. If the employee is receiving Master Officer I pay, the differential for Motors pay will be four percent (4%). If the employee is receiving Master Officer II pay, the differential for Motors pay will be three percent (3%).

Motor Pay, for the purposes of Salary Surveys, will be treated the same as FTO and K9 Pay.

Employees are only allowed to receive one premium pay (i.e. K9, FTO or Motors) at any one time.

6.12

POST Pay

Employees who possess an intermediate POST Certificate shall receive an amount equal to two and one-half percent (2.5%) of base pay paid with regular payroll. Employees who possess an Advanced POST Certificate shall receive an additional five percent (5%) of base pay paid with regular payroll, for a total of seven and one-half percent (7.5%) of base pay.

Effective March 18, 2019, employees will be eligible to begin to receive POST pay upon receipt of proof of application and written confirmation from the Police Chief that all requirements for the applicable POST Certificate has been satisfied. It is the employee's sole responsibility to provide this information to Human Resources.

Continued certificate pay is contingent upon the employee actually receiving the certification within eight (8) months of the date the application was sent to POST. If the certificate is not issued by POST, and provided to Human Resources, then the employee will be required to pay back the certification pay in full to the City.

6.14

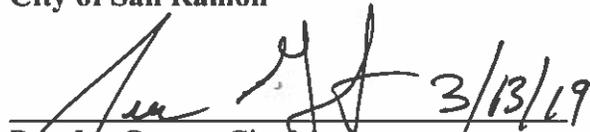
Canine Pay

Police Officers assigned canine responsibilities will be paid a differential equal to five percent (5%) of base pay paid with regular payroll. If the Officer is receiving Master Officer I pay, the differential for Canine Pay will be four percent (4%). If the Officer is receiving Master Officer II pay, the differential for Canine pay will be three percent (3%).

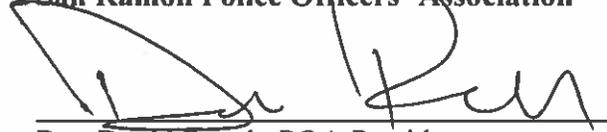
The parties agree this pay compensates the Officer for the reasonable number of hours per week, which the Officer exerts in the off-duty care, feeding, grooming, exercising, training of the canine, maintenance of the Officer's vehicle used to transport the canine, and other responsibilities associated with caring for the canine.

Dated: March 12, 2019

City of San Ramon


By: Joe Gorton, City Manager

San Ramon Police Officers' Association


By: David Roach, POA President

Attest:


Christina Franco, City Clerk