MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF PIEDMONT

AND THE

PIEDMONT POLICE OFFICERS ASSOCIATION

November 20, 2017 – June 30, 2020

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PIEDMONT AND THE PIEDMONT POLICE OFFICERS ASSOCIATION

This Memorandum of Understanding is entered into by the City of Piedmont, a political subdivision hereinafter named "City" and Piedmont Police Officers Association hereinafter named "Association" concerning conditions of employment to be in effect during the period of November 20, 2017 through June 30, 2020 for those employees assigned to the Police Officers Unit.

SECTION 1-RECOGNITION

The City recognizes the Association as the exclusive bargaining representative for all full-time sworn employees in the Police Officers Unit in classifications set forth in this memorandum.

The City agrees to abide by the provisions of the Public Safety Officers Procedural Bill of Rights, Government Code sections 3300-3312, as amended, and by this reference said law is incorporated herein. In the event that this said law is amended, such amendments shall be incorporated herein. In the event that said law is repealed, this paragraph shall be of no force and effect.

The Association and the City recognize their obligations to cooperate with each other to assure maximum service of the highest quality and efficiency to citizens of the City of Piedmont.

SECTION 2 - NO DISCRIMINATION

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, sexual orientation or Association activities against anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age.

SECTION 3 - PAYROLL DEDUCTIONS OF ASSOCIATION DUES

Upon receipt of written authorization from an employee, the City shall deduct Association dues and premiums for approved insurance programs from an employee's pay in conformity with state and city regulations. The deductions shall commence with the beginning of the next pay period following receipt of the authorization.

SECTION 4 - PROBATIONARY PERIOD

All appointments to positions shall be tentative and subject to a probationary period. The probationary period for original appointments to sworn positions shall be for a period of eighteen (18) months and the period for promotional appointments shall be twelve (12) months. If the probationary period is interrupted by an absence of 30 calendar days or more, the probationary

period may be extended by the length of such absence. Individual probationary periods may be extended with good cause upon recommendation of the Police Chief.

SECTION 5 - SALARIES

5.1 Minimum Salary

5.1.1 Equity Adjustments

Effective 7/1/2017, minimum salaries shall be increased as follows:

Sergeant 8.38%

Police Officer 5.46%

5.1.2 Minimum Salary

There will be a three percent (3%) salary increase each fiscal year during the term of this MOU. The 3% salary increase effective 7/1/2017 shall be applied after the equity adjustments provided in Section 5.1.1 are applied to the minimum salaries in effect on 6/30/2017. The monthly rates of pay in effect for the duration of this MOU are shown in Appendix A, Wage Table.

5.1.3 Pension Tier 1 Unit Members (MOU § 6.1.1)

- 5.1.3.1 In the last pay period of the 2018-2019 fiscal year, each Tier 1 bargaining unit member will receive a one-time payment equal to 2.9% of the employee's PERSable compensation.
- 5.1.3.2 In the last pay period of the 2019-2020 fiscal year, each Tier 1 bargaining unit member will receive a one-time payment equal to 5.8% of the employee's PERSable compensation.
- 5.1.3.3 If a bargaining unit member who is eligible for a one-time payment under this Section 5.1.3 separates from City employment before the end of the fiscal year, the unit member shall receive a pro-rated payment based on the proportion of the fiscal year the unit member was employed by the City.
- 5.1.3.4 The Association and the City understand that the one-time payments described in this Section 5.1.3 are not reportable compensation to CalPERS under the California Public Employees' Retirement Law and related regulations, i.e., these payments are not "PERSable."

5.2 Salary at Time of Employment

Every new employee shall be paid the first step on the employment scale, except at the recommendation of the Chief of Police, the City Administrator may authorize employment at a higher step.

5.3 Eligibility for Advancement in Pay

Employees shall be advanced from Step 1 through Step 3 in accordance with the time-instep requirements outlined above. The above time-in-step requirements shall apply before an employee gains eligibility for advancement in pay.

When an employee demonstrates outstanding capacity in performing his/her duties, advancement may be made prior to completion of the above time-in-step requirements. Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirements outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

5.4 Attaining Advancement

An employee, in order to be advanced in steps, must meet standards in the overall evaluation. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position.

5.5 Use of Performance Ratings in Determining Whether Step Advancement is Merited

Performance ratings shall guide supervisors and Department Heads in determining whether step advancements have been earned and should be recommended to the City Administrator. Performance ratings shall be completed by the supervisor for each employee on an annual basis, or sooner if necessary.

5.6 Withholding Step Advancement

The Chief of Police has the authority and responsibility to recommend to the City Administrator that step advancements be withheld if they are not merited. The Chief of Police shall keep their employees informed about their job performance, giving good work its proper recognition and deficient work all possible guidance and assistance toward improvement.

SECTION 6 - RETIREMENT BENEFITS

6.1 Retirement Plans

6.1.1 Employees Hired Before December 5, 2012 (Tier 1)

Bargaining unit employees hired prior to December 5, 2012, will be provided the CalPERS 3% @ 50 local safety plan with the 12-month final compensation period. Such employees shall continue paying the CalPERS-established employee contribution towards the cost of the CalPERS 3% @50 local safety plan, which is currently 9%. In addition, bargaining unit employees receiving the CalPERS 3% @50 local safety plan will continue paying an additional 0.6085% for their pension benefit.

6.1.2 Employees Hired On or After December 5, 2012 and Before January 1, 2013, and Employees Hired On or After January 1, 2013 With Pension Reciprocity (Tier 2)

Bargaining unit employees hired on or after December 5, 2012 and before January 1, 2013, and employees hired on or after January 1, 2013 with pension reciprocity (i.e., "classic" employees), will be provided the CalPERS 2% @ 50 local safety plan with the 36-month final compensation period. Such employees shall pay the CalPERS-established employee contribution rate for the CalPERS 2% @ 50 local safety plan, which is currently 9%.

6.1.3 Employees Hired On or After January 1, 2013 Without Pension Reciprocity (Tier 3)

Bargaining unit employees hired on or after January 1, 2013 without pension reciprocity (i.e., "new" members) will be provided the CalPERS 2.7% @ 57 local safety plan with the 36-month final compensation period. Such employees shall pay 50% of the normal cost for the 2.7% @ 57 local safety plan as established by CalPERS.

6.1.4 All Employees

The Union and the City previously agreed that if the City's total employer contribution rate for any of the three tiers of pension benefits is more than 18.921%, the amount above 18.921% will be shared equally between the City (50%) and the employees (50%) who are receiving the particular pension benefit (tier level).

Employee contributions towards the cost of their respective CalPERS pension benefits will be deducted from CalPERS reportable compensation prior to the calculation and deduction of federal and state income taxes as provided in IRS Code Section 414(h)(2).

The City shall continue providing all optional benefits as set forth in the City's contract with CalPERS as of the date of this MOU.

SECTION 7 - SPECIAL PRACTICES

7.1 Canine Assignment

The Chief of Police may assign officers to canine duty. Officers so assigned shall not obtain any tenure or other property interest in the assignment. Once so assigned the City shall pay a five percent (5%) pay differential above the Officer's top salary step inclusive of P.O.S.T. incentives as compensation for the time spent outside of regular shift hours spent caring for the assigned animal. This pay differential shall be paid each pay period for the time the Officer is assigned to canine duty. When the Officer is reassigned, upon request or by management from canine duty, the five percent (5%) pay differential shall cease.

The assignment to canine duty shall generally conform to the provisions of the agreement of June 18, 1984, which is referenced here for informational purposes only and is not made a part of this agreement.

The City retains the sole right to administer the canine program, which may include its termination. The City may also renegotiate the terms of this section upon notification to the Association.

7.2 Field Training Officer

Employees assigned at the sole discretion of the Chief of Police as Field Training Officers to train full-time officers, and reserve officers, shall receive additional compensation in the amount of five percent (5%) of the monthly salary for that time when the officer is assigned the duties of Field Training Officer.

7.3 Acting Pay

Police Officers assigned to duties of Watch Commander can elect cash or comp time for hours worked in that position based on the following scale:

0-4 hours 1 hour cash or comp time
Over 4 hours-8 hours 2 hours cash or comp time
Over 8 hours-12 hours 3 hours cash or comp time

7.4 Range Pay

Off duty employees required to qualify on the shooting range shall receive a minimum of three (3) hours pay at the rate of one and one-half times (1-1/2x) the hourly rate of pay for such time on the range when required by the Department.

7.5 Detective or Juvenile Officer Pay

Officers shall receive additional compensation in the amount of five percent (5%) of the monthly salary for the time when the officer is assigned the duties of Detective or Juvenile Officer.

7.6 Traffic Officer Pay

Officers shall receive additional compensation in the amount of five percent (5%) of the monthly salary for the time when the officer is assigned the duties of Department Traffic Officer.

7.7 Shift Differential

Sworn Personnel assigned to the night shift, defined as 6:30 p.m.-6:30 a.m., shall receive additional compensation in the amount of four percent (4%) of their base rate of pay (salary + education pay) as shift differential pay for all hours worked between 6:30 p.m. and 6:30 a.m. For purposes of this section, the term "assigned" means a regular ongoing shift assignment, either as a result of seniority draw provisions or a directed assignment for management reasons.

Sworn Personnel working a night shift, in part or in whole, on either a voluntary or mandatory overtime basis shall not receive shift differential pay. Also, Sworn Personnel do not receive shift differential pay for temporary assignments (less than one work period) to the night shift.

If the City temporarily moves a night shift employee to another shift for business reasons (i.e., court, training day, etc.), the employee will continue to receive their shift differential. If, however, the City moves a night shift employee to another shift due to management rights for an extended period exceeding one month, then the employee will also be compensated for up to one month at the graveyard pay rate. If the employee is off from work for more than one work period, for their own benefit (sick leave, vacation leave, Comp Time Off, etc.), the employee will not receive shift differential for those days off.

7.8 Length of Service Award

Award Description

After completion of 10 years of service with the City, a bargaining unit member will receive 40 hours of vacation and \$500. After completion of 20 years of service with the City, a bargaining unit member will receive 40 hours of vacation and \$500. A bargaining unit member must use an award of 40 additional hours of vacation or sellback within 12 months. Vacation hours awarded under this Section 7.8 are eligible for sellback under Section 10.7.

Award Implementation

Effective immediately upon City Council approval of this MOU, all eligible current bargaining members will receive the following:

- Bargaining unit members who have completed 10 through 19 years of service will receive \$500 and 40 hours of vacation, and
- Bargaining unit members who have completed 20 or more years of service will receive \$1,000 and 80 hours of vacation.

SECTION 8 - HOURS OF WORK

8.1 Normal Work Period

The normal work period for employees assigned to patrol and occupying full-time positions shall consist of eighty (80) hours to be worked within a fourteen (14) day work period beginning at 0630 hours on Monday and ending at 0629 hours on the second following Monday. Employees assigned to the Detective Division may be allowed, as determined by and at the discretion of the Police Chief, to work an alternate schedule, after meeting with the affected Detectives and an Association representative.

8.2 Normal Workday

The normal workday for shift personnel shall consist of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift in a fourteen (14) day period, unless altered, changed and/or amended by the Police Chief because of employee's performance, operational convenience and/or efficiency. Shift personnel shall receive thirty (30) minutes for lunch and one fifteen (15) minute break in the first part of the shift, and one fifteen (15) minute break in the second part of the shift. Time so taken will be on-duty time and shall be included in the twelve (12) hour working shift, and shall be taken at approximately the middle of the shift and shall not be taken during the first or last hour of the shift as specified by supervision.

8.3 Overtime

Employees assigned to work more than the number of hours per day or per work period as specified in Section 8.1 and 8.2 above shall be paid overtime at the rate of one and one-half (1-1/2x) their hourly rate for each one quarter (1/4) of an hour or portion thereof for such time worked in excess of the normal day or week.

8.4 Off Duty Court Appearance Pay

Off duty court appearance pay shall be paid to regular employees who are subpoenaed to give testimony while off duty about events arising out of their employment with this agency. Such pay shall be paid at one and one-half times (1-1/2x) the hourly rate of pay. A minimum of four (4) hours shall be paid if required to report on a regularly scheduled workday, and a minimum of five (5) hours shall be paid if required to report on a scheduled day off. If the court time exceeds the minimum, overtime shall begin being earned at the rate of each one-quarter (1/4) of an hour or each portion thereof.

If a regular employee is served with an official subpoena relating to duties associated with their prior law enforcement agency, that employee shall be allowed duty time to comply with the court subpoena if on duty at the time, compensated at the regular rate of pay for time actually spent in court. The originating agency may be billed by the City of Piedmont for reimbursement of the employee's base salary for time actually spent in court. If the officer is off duty at the time of the court appearance, the city will pay straight time for all time spent in court, but bill the prior law enforcement agency for time and one half. If the city is paid the entire amount billed, the officer will receive the additional half time in their next paycheck.

8.5 Compensatory Time Off

Employees working overtime and employees eligible for holiday pay in accordance with Section 9 of this Agreement may elect, with the permission of the Police Chief, to receive compensatory time off in lieu of overtime or holiday pay. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) hours for each hour worked. Compensatory time off may be accumulated to a maximum of one hundred & sixty (160) hours. Employees desiring to utilize or cash out compensatory time off may do so with the permission of the Police Chief.

8.6 Shift Trades

Requests for change of shifts shall be submitted for approval at least five (5) working days in advance of the anticipated shift trade. Approval of shift trades shall be at the sole discretion of the Police Chief or his/her designated representative. For training purposes shift reassignments may be made to accommodate class attendance on days off.

8.7 Shift Schedules: Seniority Sign-ups

A seniority sign-up system shall be in place. The seniority sign-up system shall be by date of hire or promotion (to sergeant). The program will include officers and sergeants assigned to patrol. Sergeants and officers have different schedules and shall sign-up separately. Seniority schedule sign-up shall follow the below listed procedures and compliance will be monitored by P.O.A. officers.

- 1) Sign-up is by seniority. Seniority shall be determined by date of hire or promotion. Date of hire or promotion shall be used to resolve any conflicts between employees.
- 2) Employees must have a minimum of eight hours off between shifts. If a situation arises and this becomes an issue, the Operations Captain should be notified.
- 3) Officers are not authorized to work more than a twelve hour shift to accommodate a shift trade.
- 4) Employees shall not elect to sign-up for shifts which would require working more than 16 straight hours during a watch change. The only exception is if the employee takes approved vacation or compensatory time off during one of the eight-hour periods, and there will not be a resulting personnel shortage. Approval requires a completed leave request form approved by the affected watch commander. However, if an employee is forced, due to low seniority and lack of available shift choices, to sign up for a watch which requires working more than 16 straight hours, the eight (8) hour off duty requirement will be accomplished by granting administrative leave at no personal time loss to the employee.
- An employee may not voluntarily sign up for an overtime assignment that does not allow them at least eight (8) hours of off-duty time between a sixteen (16) hour shift and their assigned shift. If the sixteen (16) hour shift is as a result of a Departmental mandatory overtime assignment, including court and/or training, the

- eight (8) hour off-duty requirement may be accomplished by granting administrative leave at no personal time loss to the employee.
- There shall not be more than one canine or traffic officer assigned to each shift. Selection of available assigned shifts shall be made by seniority.
- 7) Officers assigned to Juvenile and Investigations are excluded from the seniority sign-up program. Their schedules shall be flexible and determined by their division commanders.
- 8) Management retains the right to change, and/or amend employee's schedules and/or assignments at anytime for such reasons including, but not limited to, vacancies due to retirements, resignations, terminations, illness and/or injuries. Absent unforeseen issues, management shall generally give employees 14 calendar days notice of schedule changes due to planned or known events. Management also retains the right to change an employee's schedule because of employee performance or operational convenience and/or efficiency.

8.8 Call-In Pay

Employees called to work on his/her day off or at a time other than their regular shift shall receive at least four (4) hours pay. All time not worked during the four (4) hour period shall be paid at straight time. All time worked under this section at a time other than the employee's regular shift shall be paid at the applicable overtime rate. The employee may work more than four (4) hours of call-back time; provided, however, that if the employee works more than four (4) hours during call-back time, he/she shall receive only the applicable overtime pay, and he/she shall not receive an additional four (4) hours of call-back time pay.

8.9 Daylight Savings Time

Piedmont Police Officers that work a normal graveyard shift during the beginning and ending of daylight savings time shall be paid as follows:

- When daylight savings time begins, and if staffing permits, and if an officer chooses not to work the last hour of the shift, the officer may choose to use either one-hour of vacation or compensatory time to make up for the one-hour shortage. Employees that were working on the graveyard shift will submit a request for leave form, indicating their choice to use either vacation or compensatory time, to their supervisor for payroll purposes.
- It is understood that when daylight savings time ends, the officers working the graveyard shift will receive one hour paid at time-and-one-half to compensate for the additional hour. Employees that were working on this shift will submit an overtime request form to their supervisor for payroll purposes.

SECTION 9 - HOLIDAYS

9.1 Holidays Observed

The following shall be observed as paid holidays:

January 1 New Year's Day

Third Monday in January Martin Luther King, Jr. Birthday

Third Monday in February President's Day
Last Monday in May Memorial Day
July 4 Independence Day

First Monday in September Labor Day November 11 Veterans Day Fourth Thursday in November Thanksgiving

Friday after Thanksgiving

December 24 Christmas Eve Day December 25 Christmas Day

Employee's Birthday May be celebrated on another day upon prior

approval of the Chief.

Floating Holiday To be mutually agreed to in advance by Police

Chief and employee.

9.2 Holidays to be Observed on Workdays

In the event that any holiday listed above shall fall on a Saturday, for those officers working in Administration, such holiday shall be observed on the preceding Friday. In the event that any holiday listed above shall fall on a Sunday, for those officers working in Administration, such holiday shall be observed on the following Monday. Officers working patrol shall observe any holiday above on the stated day.

In the event that any holiday listed above shall fall on a scheduled work day, for those officers working in Administration, those officers shall have the option of working the number of hours above the eight (8) holiday pay in order to account for a full work day, or shall have the option of using time from a leave bank in order to account for a full work day. Any hours worked in order to account for a full work day on the holiday will be paid at that officer's straight time hourly rate. For instance, if an officer is scheduled to work a ten (10) hour shift on a holiday, that officer will have the option of working two (2) hours, or using two (2) hours from a leave bank.

9.3 Holiday Pay

Each employee eligible for the above holidays shall be paid eight (8) hours at the employee's straight-time hourly rate for each such holiday whether that employee is scheduled to work or not work on such holiday. Effective January 1, 2000 the floating holiday and employee's birthday will not be carried over.

9.4 Pay for Work on Holiday

If an employee is scheduled to work on such holiday, the employee shall, in addition to the above holiday pay receive one and one-half (1-1/2x) the straight time hourly rate for all hours worked on such holiday. A holiday is defined as beginning at midnight or 0000 hours, and ending at 11:59 p.m., or 2359 hours on the actual day of the holiday.

9.5 Compensatory Time for Holiday Pay

Employees may elect to receive pay for holidays as provided in Section 9.3 above or pay for work on a holiday as provided in Section 9.4 above or the employee may elect to receive compensatory time off in lieu of receiving such pay. Compensatory time off, whether earned for working overtime as provided in Section 8.5, or earned as holiday time as provided for in Section 9, may be accumulated to a maximum of one hundred & sixty (160) hours.

SECTION 10 - VACATION LEAVE

10.1 Vacation Accrual Rates

Employees shall be eligible for vacation leave as follows:

0 through 4 years	88 hours
5 through 8 years	120 hours
9 through 11 years	136 hours
12 through 14 years	152 hours
15 through 18 years	176 hours
19+ years	200 hours

Employees shall be eligible for vacation leave after the completion of six (6) months service.

Effective January 1, 2008, for newly hired employees, the City shall include all years of service as a sworn law enforcement officer to calculate vacation accrual rates for up to five (5) years, and any affected member shall be grandfathered in.

10.2 Date When Vacation Credit Starts

Vacation credit shall begin as of the date of employment. In the event the date of employment is not the first (1st) day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period.

10.3 Holiday Falling During Vacation

In the event that a holiday specified above occurs during a period of authorized vacation leave, said holiday shall be charged as a holiday, not a day of vacation leave If an employee works a 12-hour day during his/her 80 hour work period, and is paid holiday pay, the employee will submit a request for four (4) hours of vacation leave unless the employee chooses to take his/her vacation on his/her eight (8) hour shift.

10.4 Use of Sick Leave During Vacation

An employee who is injured or becomes ill while on vacation may be paid for sick leave in lieu of vacation.

10.5 Accumulation

An employee shall be allowed to accumulate a maximum of two (2) years vacation accrual at any one (1) time.

10.6 Requesting Vacation Leave

Employees shall request specific dates for vacation by March 30th for May to October and September 30th for November to April each year, whenever possible. As long as employees request vacation leave by the dates stated above, seniority shall be the basis for resolving any conflicting requests for vacation time off.

10.7 Sellback of Vacation

An employee may elect to convert for payment in cash a maximum of one (1) years unused vacation days per year, provided that two weeks of vacation and/or leave is taken in the calendar year the vacation sellback takes place. This right to sellback shall only be in effect provided that one week of vacation accrual remain on the books after the vacation sellback takes place. The payment shall be computed at the employee's current salary rate, provided adequate funds are available in the effected department's budget as determined by the City Administrator.

SECTION 11 - SICK LEAVE

11.1 Accrual Rate

Employees shall accrue five (5) hours of sick leave for each pay period of service, and shall be eligible for paid sick leave after the completion of one full pay period of work.

Effective January 1, 2008, newly hired lateral transfers may be credited up to 80 hours of sick leave from their previous law enforcement service as determined by his/her level and years of prior service and experience.

11.2 Usage

Employees are entitled to be paid for sick leave used, to a maximum of time accrued, under the following conditions:

a. The employee's illness or injury, or the illness or injury of a member of the employee's immediate family prevents him or her from performance of duties. For purposes of this section, immediate family is defined as spouse, children, or any other relative living in the employee's household or domestic partner and requiring the employee's attendance. The domestic partner must be registered as such with the California Secretary of State.

- b. The employee's receipt of required medical or dental care or consultation.
- c. An employee who is medically unable to report for duty because of pregnancy and/or delivery may use sick leave during the period of time she is medically incapacitated from working.
- d. Employees shall be entitled to use a maximum of two (2) weeks of accumulated sick leave in any calendar year to attend to the illness of a spouse, child, domestic partner, grandparents or siblings not living in the employee's household. The domestic partner must be registered as such with the California Secretary of State.
- e. The Chief may request a doctor's verification, other medical certification or other substantial evidence of illness or injury for which such leave is sought.

11.3 Sick Leave Conversion/Incentive Program

On April 1, 1997, the City added to the current PERS contract, Credit for Unused Sick Leave in accordance with Government Code Section 20965 of the California Public Employees' Retirement Law. This section provides a sick leave credit of .004 year of service credit for each unused day of sick leave.

11.4 Catastrophic Leave Program

Permanent employees represented by the POA may be eligible to receive donations of paid leave, to be included in the recipient employee's sick leave balance if he/she has suffered a catastrophic illness or injury which is defined as a serious medical condition considered to be terminal, a major physical impairment, or a family medical emergency (defined as a catastrophic illness or injury of a spouse, registered domestic partner, child or parent residing in the employee's household), subject to the following conditions:

- The recipient employee, recipient employee's family, or other person designated in writing by the recipient must submit a request to the City Administrator or designee.
- The recipient employee is not eligible so long as he/she has paid leave time available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.
- The recipient employee must provide a medical verification which meets the criteria above and a prognosis.
- Donations may be made in whole hour increments, and are irrevocable. The donor employee may donate vacation up to any amount, but the City may require that the donor employee retain 40 hours of vacation leave. Sick leave may be donated up to 24 hours in whole hour increments. Donations may be made from any individual employed by the Piedmont Police.
- Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.

- Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- Eligibility for this program requires recommendation by the Chief of Police and approval by the City Administrator.

SECTION 12 - LEAVES

12.1 Bereavement Leave

In the case of death within the immediate family of an employee, such employee shall be entitled to leave from duty with pay in order to attend the funeral or memorial service for a period of up to three (3) working days. The immediate family of an employee, for the purpose of this section, shall be defined as wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, daughter-in-law, son-in-law grandchildren and registered domestic partner.

Leave of absence with pay because of death in an employee's immediate family is allowed solely for the purpose of attending funeral and memorial services, and such leave shall not be charged against vacation or sick leave which an employee may be entitled to, but may be in addition thereto.

In special cases, with approval of the Police Chief, the City Administrator may grant a death leave in accordance with the provisions to allow an employee to attend a funeral or memorial services because of the death of a person not included within the definition of the immediate family.

12.2 Leave of Absence Without Pay

Any employee desiring a leave of absence without pay from his or her employment for any reason shall secure written permission from the City Administrator upon the approval of the Police Chief.

During any approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission of the City Administrator. The City Administrator may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof. The maximum leave of absence shall be for one (1) year.

12.3 Military Leave

Employees who are called upon to perform active annual training duty or temporary special services as a member of an Armed Forces reserve and who lose time from their regular scheduled workweek shall be paid the difference between the pay received from the federal or state government for such reserve duty and their normal weekly earnings not to exceed two (2) weeks annually.

12.4 Jury Duty

Any employee required to serve as a juror in a civil or criminal action pending in a Superior, Municipal or Justice Court of the State of California, or any Federal Court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his/her absence from work up to a maximum of thirty (30) days annually; provided, however, that the Police Chief may require proof of the time such service was required and any monies received from jury service shall be deducted from the pay; provided further, that the employee shall report to work if released from jury service prior to 5:00 p.m. and does not have to report for jury service the following day. An employee required to serve as a juror shall not have his or her regular starting or quitting time changed as a result of being called for jury service.

12.5 Maternity Leave

Maternity leave shall be granted in accordance with state and local law. Any disability suffered by an employee which is caused or contributed to by pregnancy, childbirth, miscarriage, abortion and recovery therefrom are for all job related purposes temporary disability and shall be treated as a condition of illness.

Any employee with one year or more of continuous service shall be entitled to use sick leave, vacation or leave without pay to the cumulative total of four (4) months upon the birth of her child.

12.6 Association Leave

The Association, upon the approval of the Chief of Police and based on Department staffing needs, may be allowed up to nine (9) working days of a paid leave of absence each calendar year for its elected officers to attend seminars, conferences, classes, or conventions away from the job site. The Chief may, at his or her discretion, approve additional Association requests. Time spent on such Association business will be recorded as regular work hours. The Operations Commander shall keep a log of the number of working days used throughout the year.

SECTION 13 - HEALTH PLANS AND LIFE INSURANCE

13.1 Flexible Benefit Plan

Effective January 1, 1993, pursuant to Section 125, Section 105, Section 106 and Section 129 of the Internal Revenue Code, the City established the City of Piedmont Flexible Benefit Plan to provide taxable and non-taxable benefits to its employees and to permit employees to choose which of the benefits they wish to receive.

The City shall maintain the Flexible Benefit Plan which includes accounts for health care expenses, dependent care expenses and premium contributions. The City may pay the employer contribution toward medical premiums (less the statutorily mandated PEMHCA minimum paid directly to CalPERS) through the Flexible Benefit Plan. The

parties understand that the City's use of the Flexible Benefit Plan as a vehicle for its premium contributions does not change the City or employee's contribution to medical insurance premiums as described in this Section 13.

13.2 Hospitalization and Medical Care

Effective January 1, 1997, the City began providing CalPERS medical program benefits to active employees and retirees in accordance with the Public Employees' Medical and Hospital Care Act ("PEMHCA").

13.2.1 Basic City Contribution

For all employees and retirees, the City pays the PEMHCA statutory minimum contribution toward medical insurance benefits, as required by CalPERS, and as determined by CalPERS under Government Code Section 22892.

13.2.2 Supplemental City Contribution

In addition to the basic City contribution, the City shall contribute a supplemental amount toward medical insurance premiums as described below.

The City and employees share the cost of medical insurance premiums. The City's maximum contribution toward the monthly premium costs of an employee's medical benefits is based on the 2013 CalPERS Kaiser Bay Area premiums plus fifty percent (50%) of subsequent annual premium increases for the CalPERS Kaiser Bay Area premiums and includes the PEMHCA statutory minimum.

For the 2017 plan year, the City's monthly contributions towards eligible employees' elected medical coverage, inclusive of the basic City contribution of the PEMHCA statutory minimum contribution, are as follows:

• Employee only: \$701.01

• Employee +1: \$1,402.02

• Employee +family: \$1,822.63

Each plan year, the City shall adjust its contributions towards the monthly premium costs of an employee's medical benefits by an amount equal to fifty percent (50%) of any increase in the above-mentioned 2013 monthly premium rates for the CalPERS Kaiser Bay Area plan at all coverage levels (i.e., employee only, employee + 1 and employee + family). Employees are responsible for the remaining fifty percent (50%) of any premium increases for the CalPERS Kaiser Bay Area plan. Employees electing medical plans and coverage levels that exceed the City's maximum contribution are responsible for paying the difference through automatic payroll deduction.

13.2.3 Opt Out Election

An employee who has medical insurance coverage as a result of being an eligible dependent of another City employee, who has medical insurance coverage as an eligible dependent of a person employed elsewhere, or who otherwise has medical insurance coverage, may elect not to participate in the medical insurance plans offered by the City and may elect to receive \$500 per month in lieu of the amount the City would otherwise contribute for medical insurance for the employee. To elect cash in lieu, the employee must sign a waiver of medical insurance coverage provided by the City and provide proof of medical insurance coverage to Human Resources annually before the end of the open enrollment period.

13.3 Dental

The City shall provide the cost of providing each eligible employee and his/her eligible dependents dental care benefits under a group insurance plan. Orthodontic care is included in the group policy, and covers up to 70% of the cost for adults and children (subject to a lifetime maximum of \$5,000 per person).

If the employee deductible is eliminated for any other City bargaining group, such elimination shall apply to employees represented by the Association.

13.4 Life Insurance and Accidental Death and Dismemberment Insurance

The City shall provide and pay for the cost of life insurance in an amount equal to twice the employee's gross annual salary, rounded to the nearest one thousand dollar (\$1,000) increment, to a maximum of \$200,000. The City shall also provide and pay for Accidental Death and Dismemberment insurance in the amount of Twenty Five Thousand Dollars (\$25,000) for each eligible employee.

13.5 Alternative Coverage

In the event that it may be possible to provide an alternative life insurance, dental coverage, or vision coverage as nearly comparable as possible to the benefits in effect on the date of this agreement without additional cost to the City or the employees, the City may substitute new insurance carriers. The Association will be given an opportunity to review the coverage afforded under such substitute plans before they are implemented.

13.6 Vision Plan

The City shall provide and pay the cost of providing each eligible employee and his/her eligible dependents vision coverage under a group insurance plan.

13.7 Retiree Medical – Employees Hired Before January 1, 2018

13.7.1 For current employees hired before January 1, 2018, who retire from the City while meeting the eligibility requirements for CalPERS retiree health insurance, the City shall pay directly to CalPERS the PEMHCA minimum as

determined by CalPERS under Government Code Section 22892. In addition, the City shall make available a Retiree Health Reimbursement Arrangement (HRA). Through the HRA, the City will continue to provide to eligible CalPERS annuitants monthly contributions for medical insurance premiums according to the following formula: (# of years City has contracted w/PEMHCA) x (5%) x (City's contribution for active employees).

The City's contribution for annuitants is adjusted annually according to this formula and the annual adjustment to the minimum monthly employer contribution cannot exceed \$100.00. The amount paid by the City on behalf of annuitants and/or their eligible survivors shall increase annually under this formula until the City's contributions for annuitants and active employees are the same.

For 2017, the City's contributions for annuitants are as follows:

Kaiser	Premium:	Total Employer Contribution	% of Premium	Retiree Pays
Employee	\$733.39	\$733.39	100.00%	\$0.00
Employee + 1	\$1,466.78	\$1,267.36	86.40%	\$199.42
Employee + Family	\$1,906.81	\$1,347.26	70.66%	\$559.55

13.7.2 Effective August 1, 2012, all active employees who will be eligible for retiree medical benefits described in this Section 13.7 will have the City reduce their pay by \$50 semi-monthly by payroll deduction and have the City contribute such amounts to retiree benefits.

13.8 Retiree Medical - Employees Hired On or After January 1, 2018

For employees hired on or after January 1, 2018, or the effective date of the City's contract amendment with CalPERS, whichever date is later, the City's maximum contribution toward CalPERS retiree medical coverage shall be the PEMHCA minimum contribution as determined by CalPERS under Government Code Section 22892. Employees hired on or after January 1, 2018, are not eligible for the Retiree HRA described in Section 13.7.

13.9 Funeral Benefits

A funeral benefit of Fifteen thousand dollars (\$15,000) will be provided by the city for death directly related to duty.

13.10 Employee Assistance Plan

The City shall provide employees with an Employee Assistance Plan at no cost to the employee.

SECTION 14 - EDUCATIONAL INCENTIVES

The incentive pay shall be five percent (5%) for any member who holds a P.O.S.T Intermediate Certificate or an AA degree, and seven percent (7%) for any member who holds a P.O.S.T. Advanced Certificate or a BA degree or equivalent degree. The incentive pay shall be two percent (2%) for any sergeant holding a P.O.S.T. Supervisors Certificate.

The additional sums payable for holding Intermediate and Advanced P.O.S.T. Certificates are given as an educational incentive to encourage Piedmont Police Officers to improve their knowledge of police-related subjects and sciences. The additional sum payable to the holder of an Advanced Certificate shall not be cumulative with the additional sum paid to the holder of an Intermediate P.O.S.T Certificate.

For bookkeeping purposes the payment of any additional sum as an educational incentive provided in this paragraph shall commence on the first of the month following submission of written proof to the City Administrator that the employee has obtained the appropriate certificate. This educational incentive program is instituted with the specific understanding that all covered members agree that their present shift schedule will in no way deny any covered member the opportunity to attend courses necessary to qualify for the Intermediate and Advanced P.O.S.T Certificates.

SECTION 15 - TUITION REIMBURSEMENT

The City shall reimburse an employee for tuition and books for courses of study at an approved and accredited college or junior college in an off-duty status not to exceed two thousand four hundred dollars (\$2,400) per fiscal year if the subject matter content of the course is related directly to the employee's work assignment or is a course required for the attainment of a degree or certificate program in a field related to the employee's work assignment.

The employee must submit an application to the Police Chief giving all information needed for an evaluation of the request. The Police Chief shall recommend approval or disapproval and forward the request to the City Administrator whose decision shall be final. The employee's application must have been approved prior to enrolling in the course in order for such employee to be assured of reimbursement. Upon completion of the course, the employee must submit to the Police Chief a copy of the grade sheet or certificate indicating a passing grade along with the appropriate receipts for books and tuition in order to be eligible for reimbursement. Books and materials paid for by the City are to be provided to the Department to be maintained for future use and reference by City employees.

SECTION 16 - UNIFORM ALLOWANCE

Uniform allowance is One thousand five hundred dollars (\$1,500.00) annually to maintain uniforms as required by the Chief of Police, paid semi-monthly at \$62.50 per pay period. Detectives receive the same amount, in order to cover the cost incurred to purchase appropriate civilian business attire. The detective assignment remains rotational and the assignment is not to be considered a promotion or demotion for the purpose of City of Piedmont personnel rules, Federal or State law.

Any new Police Officer upon request shall be paid the first one-half (1/2) of the annual uniform allowance upon submitting receipts for legitimate uniform expenses equal to one-half (1/2) of the annual uniform allowance.

Should any such Police Officer terminate from employment with the City in the first six (6) months of employment, the officer shall reimburse the City on a month-to-month prorating of said allowance.

If a police officer is mandated by the City to report to work in his/her uniform, while on Workers' Compensation Leave (4850 time) or Department ordered administrative leave, then the police officer shall be paid his/her uniform allowance for that time period.

SECTION 17 – LAYOFF

17.1 Order of Layoff

In the event of a reduction of force, the employee with the least service with the City of Piedmont shall be laid off first.

17.2 Order of Rehire

An employee who is laid off shall be placed, for a period of one (1) year from the date of the employee's most recent layoff, on a rehire list. In hiring for a vacant position in a bargaining unit classification, the rehire list shall take precedence over all other employment lists and the last employee laid off shall be the first employee offered reemployment until the rehire list of employees is exhausted.

17.3 Break in Service

Service with the City shall be terminated by discharge, resignation, refusal by an employee to accept a reassignment to a related classification one (1) year on a rehire list, or the refusal by an employee on the rehire list to report to a rehire assignment made by the City, or to accept offered reemployment by the City.

17.4 Reemployment

Any employee reemployed from the rehire list shall be returned to their pay step and retain all unused sick leave accruals. All rehired employees will resume accruing vacation based on their months of service at the time of their layoff.

17.5 Length of Service

The Department shall keep an up-to-date length of service list of all employees covered by this Memorandum of Understanding and post the length of service list in a conspicuous place.

SECTION 18 - GRIEVANCE PROCEDURE

18.1 General Procedure

The formal grievance procedure is intended to supplement other informal and low level methods of responding to and settling problems and complaints. If informal and low level methods fail to resolve an issue, the formal grievance procedure may be utilized to resolve problems and disputes. Formal grievances may be initiated in the first instance without resorting to informal and low level methods.

A "grievance" is defined as a dispute involving the interpretation or application of this MOU, Police Department Rules and Regulations or the City's Personnel Rules (excluding discipline and discharge of bargaining unit employees) which adversely affects the grievant. Appeals from discipline and discharge are not grievances and shall be processed in accordance with the City's Personnel Rules.

Individual bargaining unit employees and/or the Union may file grievances. The Union may file a grievance on behalf of itself, a single bargaining unit employee or multiple similarly situated bargaining unit employees (group grievance).

A Union representative may assist an individual grievant at each step of the grievance procedure and be present at any and all grievance meetings with the City or City representatives.

The time limits established for any step of the grievance procedure may be waived or extended by mutual agreement of the parties to the grievance. Such time extensions must be confirmed in writing within the time limits specified for the particular step of the grievance procedure.

The parties may meet to discuss a grievance at any step in the grievance procedure in an effort to resolve the particular dispute.

18.2 Contents of Formal Grievance

Formal grievances shall be presented in writing and shall contain the following minimum information:

- 1. A clear and concise statement of the facts and circumstances giving rise to the grievance.
- 2. The specific provisions of this MOU, Police Department Rules and Regulations, City Personnel Rules or practices alleged to have been misinterpreted or misapplied, along with a statement identifying how or why the provisions were misinterpreted or misapplied.
- 3. An explanation of how the employee has been adversely affected.
- 4. A statement of the remedy requested.

18.3 Information

The Union is entitled to request and receive copies of any non-confidential and non-privileged documents and other relevant information within the City's possession or control pertaining to the grievance.

18.4 Steps of the Formal Grievance Procedure

Step 1. Police Chief

A formal written grievance shall be presented to the Police Chief within thirty (30) calendar days of the date the grievant or Union knew or reasonably should have known about the actions and/or circumstances giving rise to the grievance. The Police Chief shall investigate the grievance and meet with the grievant and Union representatives within fifteen (15) calendar days following presentation of the grievance at Step 1. The Police Chief shall respond in writing to the grievance within five (5) calendar days following the Step 1 grievance meeting.

Step 2. City Administrator

If the grievant and/or the Union are not satisfied with the Police Chief's Step 1 response to the grievance, the grievance may be advanced, in writing, to the City Administrator within fifteen (15) calendar days following receipt of the Step 1 written response. The City Administrator or designee other than the Police Chief shall investigate the grievance and meet with the grievant and Association representatives within fifteen (15) calendar days following receipt of the written request to advance the grievance to Step 2. The City Administrator shall respond in writing to the grievance within five (5) calendar days following the Step 2 meeting. The City Administrator's decision shall be final.

SECTION 19 – MISCELLANEOUS

Schoolmates Program

The children of the employees covered by this Memorandum of Understanding are eligible to attend the Schoolmates program at no charge.

Deferred Compensation Plan

Bargaining unit members may participate in the City's established deferred compensation plan.

SECTION 20 - MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and by the City Charter, except as specifically limited, abridged or relinquished by the terms of this Memorandum.

SECTION 21 - ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the City Council by the City Administrator and the Association for the City Council's consideration and approval by resolution. Upon such approval, this resolution shall supersede and control over conflicting or inconsistent City resolutions, regulations or policies.

SECTION 22 - SAVINGS CLAUSE

If any provisions of the Memorandum shall be held invalid by operation of law or by court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION 23 - SCOPE OF MEMORANDUM OF UNDERSTANDING

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

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

SECTION 24 – TERM OF AGREEMENT

- Except as otherwise provided in specific sections, this Memorandum of Understanding shall be in full force and effect from November 20, 2017 through June 30, 2020.
- 23.2 Notice of the Association's desire to reopen negotiations for the purpose of amending or terminating this Agreement shall be given to the City Administrator no later than May 1, 2020.

APPENDIX A WAGE TABLE

\$11,800

\$10,242

\$9,157

\$12,390 \$12,626 \$12,886 \$13,131

\$11,052

\$9,848

Police Officers Association Salaries, Appendix A

Salary Increase:	Effective:	%		Salary Increase:	Effective:	%		Salary Increase:
Equity Adj, Police Officers	7/1/2017	5.46%		COLA, Officers & Sergeants	7/1/2018	3.00%		COLA, Officers & Sergeants
Equity Adj, Police Sergeants	7/1/2017	8.38%						
COLA, Officers & Sergeants	7/1/2017	3.00%						
Effective 7/1/2017	Step 1	Step 2	Step3	Effective 7/1/2018	Step 1	Step 2	Step 3	Effective 7/1/2018
Police Officer	\$7,546	\$8,288	\$9,106	Police Officer	\$7,772	\$8,537	\$9,379	Police Officer
Shift Differential (SD)	\$7,848	\$8,620	\$9,470	Shift Differential (SD)	\$8,083	\$8,878	\$9,754	Shift Differential (SD)
Detective, K9, Traffic	\$7,923	\$8,702	\$9,561	Detective, K9, Traffic	\$8,161	\$8,963	\$9,848	Detective, K9, Traffic
POST Intermediate or AA	\$7,923	\$8,702	\$9,561	POST Intermediate or AA	\$8,161	\$8,963	\$9,848	POST Intermediate or AA
POST Advanced or BA	\$8,074	\$8,868	\$9,743	POST Advanced or BA	\$8,317	\$9,134	\$10,036	POST Advanced or BA
POST Intermediate + SD	\$8,240	\$9,050	\$9,944	POST Intermediate + SD	\$8,488	\$9,322	\$10,242	POST Intermediate + SD
POST Advanced + SD	\$8,397	\$9,223	\$10,133	POST Advanced + SD	\$8,649	\$9,500	\$10,437	POST Advanced + SD
Detective, K9, Traffic +				Detective, K9, Traffic +				Detective, K9, Traffic +
POST Intermediate	\$8,301	\$9,117	\$10,017	POST Intermediate	\$8,550	\$9,390	\$10,317	POST Intermediate
Detective, K9, Traffic +				Detective, K9, Traffic +				Detective, K9, Traffic +
POST Advanced	\$8,452	\$9,283	\$10,199	POST Advanced	\$8,705	\$9,561	\$10,505	POST Advanced
Detective, K9, Traffic +				Detective, K9, Traffic +				Detective, K9, Traffic +
POST Intermediate + SD	\$8,633	\$9,481	\$10,417	POST Intermediate + SD	\$8,892	\$9,766	\$10,730	POST Intermediate + SD
Detective, K9, Traffic +				Detective, K9, Traffic +				Detective, K9, Traffic +
POST Advanced + SD	\$8,790	\$9,654	\$10,607	POST Advanced + SD	\$9,053	\$9,943	\$10,925	POST Advanced + SD
Police Sergeant			\$11,122	Police Sergeant			\$11,455	Police Sergeant
Shift Differential (SD)			\$11,567	Shift Differential (SD)			\$11,914	Shift Differential (SD)
POST Intermediate	W		\$11,678	POST Intermediate			\$12,028	POST Intermediate
POST Advanced			\$11,900	POST Advanced			\$12,257	POST Advanced
POST Intermediate + SD			\$12,145	POST Intermediate + SD			\$12,509	POST Intermediate + SD
POST Advanced + SD			\$12,376	POST Advanced + SD			\$12,748	POST Advanced + SD
POST Advanced + Supy Cert			\$12.123	POST Advanced + Supy Cert			\$12.486	POST Advanced + Sunv Cert
POST Advanced +				POST Advanced +				POST Advanced +
Supv Certificate + SD			\$12,608	Supv Certificate + SD			\$12,986	Supv Certificate + SD

		MOU
Additional Compensation:	%	Section:
Shift Differential	4%	7.7
Detective, K9, Traffic	2%	7.1, 7.5, 7.6
Post Intermediate or AA	2%	14
Post Advanced or BA	1%	14
Supervisors Certificate	7%	14

Signed and entered into this day of	, 2017.
PIEDMONT POLICE OFFICERS ASSN.	CITY OF PIEDMONT
By Joseph Garcia President, PPOA	By Robert McBain Mayor
By Nicole Bolden Vice President, PPOA	Paul Benoit City Administrator
	Attest John Tulloch City Clerk