



POLICE SERGEANTS' UNIT

MEMORANDUM

OF

UNDERSTANDING

EFFECTIVE:

September 9, 2024 – January 3, 2027



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN MATEO
AND
SAN MATEO POLICE SERGEANTS' ASSOCIATION**

This Memorandum of Understanding constitutes the result of meeting and conferring in good faith pursuant to the provisions of Chapter 10, Division 4, Title 1, of the Government Code of the State of California.

"Employees" means all workers covered by this Agreement whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

Modifications to existing wages, hours, and conditions of employment set forth below have been agreed to by the signatories to this memorandum for implementation, for all employees represented by the San Mateo Police Sergeants' Association hereafter called "Association." This Memorandum of Understanding shall remain in full force and effect upon the approval of the City Council of the City of San Mateo and ratification by the members of the Association. The parties agree as follows:

Article 1 - Recognition

The City has recognized the Association as the exclusive bargaining representative for all permanent and probationary employees within the classification of Police Sergeant. For purposes of identification this unit shall be entitled the Police Sergeants' Unit.

The Personnel Officer, (Municipal Employee Relations Officer), or any person or organization authorized by the City, is the representative in employer-employee relations.

Article 2 - Mail Distribution

The Association may distribute a reasonable amount of information to City employees through intra- and inter-departmental mail without interference or censorship.

Article 3 - Probationary Period

The probationary period shall relate to the length of time it requires for an employee to become proficient in the particular position and for the appointment authority to adequately judge the proficiency. Recognizing that individuals and positions vary, the standard probationary period for all positions shall be twelve (12) months. In the event an employee who has served twelve (12) months of probation exhibits some potential for becoming successful, however requires closer supervision, their probation period may be extended up to six months.

Article 4 - Layoff Defined

Whenever, in the judgment of the City Council, it becomes necessary to abolish a position(s), including the reduction of work hours over twenty percent (20%) per year, the employee(s) displaced shall be deemed to be laid off (employees may accept an hours reduction in excess of twenty percent (20%) without exercising their layoff rights). The rights of employees affected by the abolishment of positions by the City Council shall be hereafter set forth in this Section.

4.1 Seniority Seniority for purposes of layoff need not be continuous and shall include total accumulated length of service under the following types of appointment:

- A. Emergency appointment under SMMC 2.57.60(h) or previous SMMC Section 2.57.020 (11).
- B. Regular appointment under SMMC 2.57.080.
- C. Provisional appointment under SMMC 2.57.070(d).
- D. Appointment as City Manager's assistants under SMMC 2.57.060(a) from a position in the classified service.
- E. Appointment as a Department Head under SMMC 2.57.060(d) from a position in the classified service.

In the case of ties, seniority shall be determined on the basis of greater hire date seniority, then by random number if necessary.

4.2 Seniority for Layoff Purposes

- A. The least senior employee in the classification from which the position is abolished is to be first laid off. Prior to layoff of regular employees, temporary and/or provisional employees in the same classification will be laid off first. For purposes of initial layoff, seniority means time in the classification in question. Flexibly staffed positions will be considered a single classification for layoff purposes.
- B. For the purposes of Section 5.3 (Bumping Rights) seniority is defined as seniority within the classification and seniority in a directly related higher classification, i.e., a classification that is within the promotional line and has a higher salary.

4.3 Bumping Rights

Employees laid off may elect to be reassigned to a formerly held classification in any Unit held by an employee with less seniority as defined in 5.1, provided the following conditions are met:

- A. The formerly held classification exists and has positions allocated and budgeted. Formerly held position includes successor classification if determined by the City to exist. A successor classification exists where the Personnel Board has changed

the title of a position or included new duties in the same titled classification, provided that a competitive test was not thereafter given for the retitled or re-dutied classification.

- B. The employee has the ability to perform the essential functions of the formerly held classification. Qualifications may be tested by the City as described in the current job description.
- C. If the employee has more than one formerly held City classification, the employee shall bump to the classification most recently held; the employee may bump into another formerly held classification if no position is available in the "most recently held" classification.

4.4 Mutually Agreed Upon Transfer

The City and an employee who has been laid off or bumped may agree to an appointment to a classification that has a vacant position without the need for competitive testing. The following conditions shall apply:

- A. The City may test the ability of the employee for the position prior to City's decision on whether it will mutually agree to the transfer;
- B. The appointment shall be subordinate to the bumping rights of other employees and may not be used to prevent another employee from having access to the vacant position if permitted by the bumping provisions.

4.5 Severance Package

In the event there is not a less senior, formerly held position for the employee to access through layoff or bumping, the employee will be provided a severance package equal to two (2) weeks pay for each complete year of service, to a maximum of six (6) months pay.

This severance package shall be in addition to any other buy outs and/or severance payments to which the employee is entitled under their MOU.

In addition to providing severance as described in Section 5.5, the City shall make arrangements to provide employees laid off with job search assistance for forty-five (45) days following the effective date of layoff. Job search assistance shall include job and career counseling, resume preparation, and job search assistance at City expense.

4.6 Salary in Event of Change Due to Layoff

An employee's rate of compensation in the event of position change resulting from layoff shall be the salary step in the classification to which the employee is laid off which is closest to the base salary received immediately prior to layoff.

4.7 Notice of Layoff

The City will notice the employee to be laid off and the employees who will be impacted by bumping by registered mail or hand delivery. Affected employee organizations shall be noticed concurrently by registered mail. The notice shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been provided to Human Resources by the employee. After notice to the employee and employee organizations, the names of employees to whom layoff notices have been sent will be posted at the Human Resources Department in City Hall. The notice shall state the layoff action to be taken, the options available to the employee, reemployment rights, and layoff procedures. Employees shall have ten (10) calendar days to inform the Human Resources Department in writing of the decisions on options stated in the notice. In the event that the employee fails to state their decision, the City shall select an option and City's decision shall not be subject to appeal. City shall select an option that retains employment with the City if such option exists. The failure to receive notice shall not be grounds to set aside actions taken.

4.8 Effective Date of Layoff

A layoff shall be effective thirty (30) calendar days after notice is mailed to the employee, unless a later effective date is stated in the notice. An appeal shall not modify the effective date, provided, however, that where an appeal is successful and the layoff is nullified the employee shall be provided salary and benefits as if there was not a layoff.

4.9 Appeal

An employee may not appeal the decision to layoff their position except as stated in 4.7, but may appeal the order of layoff, the bumping provisions (except the test or results of a test of qualifications), and the seniority computation by filing a written appeal with the Human Resources Department stating the basis of the appeal. An appeal must be filed within fourteen (14) calendar days of mailing of notice. The appeal shall be heard by the City Manager or their designee within ten (10) calendar days of filing the appeal. A decision will be rendered within ten (10) calendar days of the hearing. Notice will be given by first class mail to the employee and to their Unit. A further appeal to the Personnel Board may be filed within five (5) calendar days of mailing by filing a written appeal with the Human Resources Department stating the basis for the appeal. The hearing will be held within ten (10) calendar days of the filing of the appeal or as soon thereafter as a quorum of the Board may be gathered and a decision rendered within five calendar days of the hearing.

Article 5 - Recall and Reinstatement

5.1 Employees shall be entitled to recall rights to the position from which they were laid off or bumped for a period of two (2) consecutive years from the effective date of layoff or bumping. The effective date of layoff or bumping shall be the employee's last day of work in the classification from which the employee is laid off or bumped.

5.2 When a vacancy occurs in a job classification, laid off or bumped employees eligible to return to that job classification shall be recalled in the inverse order of bump or layoff. Permanent employees who were laid off or bumped are eligible to return to the job classification in which permanent status was held. Employees reinstated under this Section shall not be subject to a new probationary period. Probationary employees who did not have permanent status at the time of layoff shall be required to serve the remainder of any probationary period upon recall.

5.3 When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/bumped employee. To expedite recall, more than one employee may be notified of an opening.

The employee shall have fourteen (14) calendar days to reply to City from the date of mailing of the recall notice. If the employee fails to respond within fourteen (14) calendar days of notice to the City, the employee shall lose all recall rights.

5.4 Employees reinstated under this Section shall receive credit for former employment in computing salary, vacation, and other benefits.

5.5 Employees reinstated after layoff shall be treated as though they have been on leave of absence without pay in computing salary, vacation, sick leave and other benefits.

5.6 The right to reinstatement is contingent upon the ability of the employee to perform the essential functions of the position to which the employee is being returned.

5.7 It is the responsibility of the employee who has been laid off to keep the City informed as to their address and telephone number. The City has no responsibility to attempt to trace an employee if notice of reinstatement is not delivered by the Post Office.

5.8 Meet and Confer

Upon request, the City shall meet and confer with affected employee organizations on the impact of any layoffs occurring pursuant to this policy. Furthermore, the City will notify employee organizations of possible layoffs as soon as is reasonably possible, and afford the organization(s) the opportunity to provide options/alternatives to layoffs for consideration by the City Council prior to the Council reaching a final decision.

Article 6 - Number of Names to Be Certified

6.1 When a reinstatement list is used to fill a vacancy or vacancies, the Personnel Officer shall certify from the top of such list the number of names equal to the number of vacancies to be filled. The appointing authority shall then appoint such person or persons to fill the vacancies.

6.2 Except as provided for reinstatement lists above, the number of available eligibles certified shall total ten (10). If there are less than ten (10) eligible on the appropriate promotional list, the Department Head at his or her discretion may select from such lesser number of

eligible or may request that another promotional examination be held, in which case the Personnel Officer shall arrange for such examination as soon as practicable.

Article 7 - Reinstatement and Reemployment

7.1 Any past, present, or future permanent employee, separated from a position through resignation and without fault or delinquency on his part, may be reemployed to the former position, or to another position in the same class, within two years, provided there is an authorized vacancy and the employee meets the requirements for employment, upon the recommendation of the reemploying Department Head.

Employees reemployed under this section shall be subject to a probationary period and may receive credit for former employment in determining the amount of vacation allowance, sick leave, other benefits, and their step in the salary range upon the recommendation of the reemploying Department Head.

7.2 Any classified employee who is laid off or demoted in lieu of layoff and who is still interested in reinstatement on the expiration of the reinstatement list, shall be entitled to be reinstated to his or her former classification for a period of one (1) year provided there is a vacancy, all reinstatement lists have been exhausted, and he or she has the highest layoff seniority. Employees reinstated under this section shall not be subject to a new probationary period and shall receive credit for former employment in computing salary, vacation, sick leave, and other benefits.

Article 8 - Physical Fitness

Recognizing the importance of physical fitness, employees affected by this agreement are encouraged to regularly participate in an exercise program with the goal of meeting generally accepted fitness standards based on age, sex, height, and related factors.

Article 9 - Grievance and Appeal Procedures

9.1 Purpose

To promote improved employer-employee relations by establishing grievance and appeal procedures which affords employees a systematic means of obtaining further consideration of problems after every reasonable effort has been made to resolve them through informal discussions with the supervisor.

To provide that grievances shall be settled as near as possible to the point of origin.

To provide that appeals shall be conducted as informally, expeditiously, and fairly as possible.

9.2 Grievance Procedure

Definitions

Grievance. Grievances shall be divided into major and minor categories with the following meanings.

- A. **Major Grievance** A grievance which is a claim or dispute by an employee or his representative concerning any action or inaction by a Department Head or City Management claiming violation, misinterpretation, inequitable application or noncompliance with the provisions of law, rules and regulations, Procedure Manual or this Memorandum of Understanding as they relate to wages, hours or other items or conditions of employment. Major grievances may be appealed to the Personnel Board as provided later in this section.
- B. **Minor Grievance** A grievance on any other matter not specifically included above including forms of corrective action not resulting in demotion, dismissal, reduction in pay, or suspension without pay. Minor grievances may be appealed to the City Manager as provided later in this section.

9.3 **Exclusions**

The following matters are specifically excluded from consideration under the grievance and appeal procedure:

- A. Determination of contents of job classification.
- B. Determination of the procedures and standards for employment.
- C. Items requiring capital expenditure when not related to safety.
- D. Items subject to the meet and confer process.
- E. Matters subject to disciplinary proceedings set forth in Section 12 of this Memorandum.
- F. The procedure set forth herein shall not apply in matters where other methods of dispute resolution have specifically been provided for in State or Federal Law, such as, but not limited to, appeal of Workers' Compensation claims; unemployment insurance claims; or claims of employment discrimination based upon race, religious creed, sex, color, physical disability, age, medical condition, national origin, political affiliation or marital status for which a remedy is provided by the California Fair Employment and Practices Act or Title VII.
- G. New-hire Sergeants rejected during initial probation shall have no right to appeal or grieve under this MOU.
- H. Items filed more than twenty-one (21) calendar days following the event giving rise to the grievance or first knowledge of the grievance.

9.4 **Informal Grievance Procedure**

Within twenty-one (21) calendar days of the event or knowledge of the event, giving rise to the grievance, an employee who has a problem or complaint should first try to get it settled through discussion with his or her immediate supervisor or obtain departmental support for his or her position if City Manager or City Council must act. If, after this discussion, he or she does not believe the problem has been satisfactorily resolved, he or she shall have the right to discuss it with his or her supervisor's immediate superior, if any, in the management ranks. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he or she shall have the right to file a formal grievance in writing after receiving the informal decision of immediate superior. An informal grievance shall not be taken above the Department Head.

9.5 Formal Grievance Procedure

Levels of review through the chain of command are as follows:

First Level - Supervisor or Division Head

Second Level - Department Head

Third Level - City Manager

Fourth Level - Personnel Board/City Council - final judgment and Disposition

A. First Level. Not later than twenty-one (21) calendar days after the event or knowledge of the event giving rise to the grievance, the grievance shall be prepared, signed by the employee, and presented in writing explaining the matter grieved and setting forth therein a statement of the action desired, in sufficient detail for the supervisor to understand the nature of the request.

The immediate supervisor or division head shall render his or her decision and comments in writing and return them to the employee within seven (7) days after receiving the grievance. If the employee does not agree with this supervisor's decision, or if no answer has been received within seven (7) calendar days, the employee may present the grievance in writing to his or her supervisor's immediate superior. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his or her supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the grievance.

B. Second Level. If a grievance involves a department-wide problem, it may be presented directly to the Department Head or his representative within twenty-one (21) calendar days of the event or knowledge of the event, giving rise to the grievance. The Department Head receiving the grievance shall review it, render a decision and comments in writing, and return them to the employee or the employee's representative within seven (7) days after receiving the grievance. If the employee does not agree with the decision, or if no answer has been received within seven (7) days, he or she may present the grievance in writing to the City Manager. Failure of the employee to take further action within fourteen (14) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the grievance.

If the employee concerned desires to be represented by the Association at the second level of the grievance procedure or higher, authority for such representation shall be signed by the employee and submitted to the Human Resources Director.

C. Third Level. For major grievances only, if deemed appropriate by either the employee or the City Manager, a fact finding committee shall be convened. Such committee shall be made up of a member of the City Manager's staff, an appropriate labor unit member (not from the appellant's own unit), and a third member selected by the two (2) original committee members from a panel of five (5) management employees selected by the Management Association. They shall make findings and recommendations to the City Manager prior to any further scheduled hearing and review. In the event there is a dissenting vote of a committee member, he or she may submit a minority report to the City Manager.

The City Manager shall review the findings and recommendations of the Department Head and of any fact finding committee and may then affirm, revoke, or modify the action taken as, in his or her judgment, seems warranted. The City Manager shall render a decision in writing to the employee within fifteen (15) calendar days after receiving the appeal, provided that the fifteen (15) day limit shall be extended to provide the City Manager with a minimum of five (5) working days after his receipt of the report of the fact finding committee to consider its report and render his decision.

D. Fourth Level of Review. The Personnel Board shall act as an appeal board for any appellant making an appeal to said board on a major grievance.

9.6 Appeal Procedure to the Personnel Board

A. Right to Appeal. Any employee in the competitive service or his or her representative shall, within ten (10) calendar days after receipt of written notice of City Manager's decision, have the right to appeal to the Personnel Board any major grievance or disciplinary action, except in instances where the right of appeal is specifically prohibited by the personnel ordinance or this Memorandum of Understanding.

B. Method of Appeal. Appeals shall be in writing, signed by the appellant, and filed with the Human Resources Director. The appeal shall be a written statement, addressed to the Personnel Board, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant, with reasons therefore, in sufficient detail to enable the Board to understand the nature of the request. The formality of a legal pleading is not required.

C. Hearing Date. Unless a later date is agreed to between the Chair of the Personnel Board and the employee, the matter shall be scheduled for hearing at the first available regular meeting of the Personnel Board at least fifteen (15) days after receipt of the notice of appeal.

D. Documentation. The appellant, or appellant's representative, may submit relevant documentation or written statement for Board consideration up to three (3) working days prior to the hearing.

The Human Resources Director shall forward the material received to members of the Personnel Board, the department, the employee, and any representative of the employee at least two (2) working days before the hearing.

E. Hearing. In order to be heard, the appellant shall appear personally, unless physically unable to do so, before the Personnel Board at the time and place of the hearing. The hearing shall be closed unless the appellant requests an open hearing. The hearing may be held whether or not the appellant is present.

The appellant shall present the case first and, at the conclusion, opposition matter may then be presented. Rebuttal matter, not repetitive, may be allowed at the discretion of the Board. Cross-examination of the witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Chair of the Board, with due regard to the rights and privileges of the parties appearing before it. The hearing need not be conducted according to technical rules relating to evidence and witnesses.

Hearings may be continued at the discretion of the Board.

F. Findings and Conclusions. The Personnel Board shall render written findings and recommendations and final decisions concerning the appeal within ten (10) days after the matter is submitted. The decision of the Personnel Board shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.

9.7 Time Limits

The herein above time limits, at any step of this procedure, may be extended by mutual agreement of the concerned parties.

Article 10 - Disciplinary Procedure

10.1 Definition of "Disciplinary Action." The term "disciplinary action" shall include the following actions which may be taken by a Department Head:

- A. Letter of reprimand;
- B. Suspension without pay up to thirty (30) calendar days;
- C. In-grade salary reduction;
- D. Demotion; or
- E. Dismissal.

10.2 Notice of Disciplinary Action (Skelly Notice). Whenever a disciplinary action other than a letter of reprimand is taken against an employee, the employee shall be notified in writing of the disciplinary action taken.

Such written notification shall include:

- A. A statement of the disciplinary action taken against the employee;
- B. A statement of the facts upon which the disciplinary action is based which shall set forth clearly and with such particularity the charges against the employee so that the employee can understand said charges;
- C. A statement indicating the cause for the disciplinary action pursuant to the Personnel Rules;
- D. A statement which generally describes any actions taken against the employee during the last five (5) years and which relates to the current disciplinary action;
- E. A statement advising the employee that the written notice is to be placed in their official personnel file and that said employee has a right to appeal to the Personnel Board.

The written notice of disciplinary action shall be considered to be sufficient notice to the employee if the aforementioned information is contained therein. The written notice of disciplinary action must be personally served within three (3) working days from the date of said written notice, or if unable to do so, mailed to the employee by certified mail, return receipt requested, addressed to the last address which such employee has furnished to the appointing authority.

10.3 Appeals

- A. Time for Appeal. Any employee against whom disciplinary action is taken shall have the right to appeal from such disciplinary action; provided, however, that the employee must deliver a written notice of appeal to the Human Resources Department within ten (10) calendar days of the date that the written notice of disciplinary action was served upon the employee. In the event the employee fails to deliver a notice of appeal to the Human Resources Department within said ten (10) calendar day period, the disciplinary action shall become final, and the employee shall have no further right to appeal.
- B. Notice of Appeal, Contents. The written notice of appeal filed with the Human Resources Department shall not be required to be in any particular format; however, it shall contain at least the following information:
 - 1) The name and address of the employee;
 - 2) The date of the disciplinary action and a statement to the effect that the employee appeals from the disciplinary action; and,
 - 3) The notice of appeal shall be dated and signed by the employee or by his representative.
- C. Setting Hearing Date. When the Human Resources Department receives a notice of appeal which complies with the requirements set forth herein, the Director of

Human Resources shall schedule the matter for hearing. For a Letter of Reprimand, the hearing is with the Chief of Police or their designee. For suspension without pay, in-grade salary reduction, demotion or dismissal, the hearing is scheduled at the next available regular meeting of the Personnel Board at least fifteen (15) days after receipt of the notice of appeal.

D. Findings and Conclusions. For Letters of Reprimand, the Chief of Police or their designee shall render a final decision concerning the appeal following the hearing, within ten (10) days after the matter is submitted. The decision of the Chief of Police or their designee shall be final and conclusive. For suspension without pay, in-grade salary reduction, demotion or dismissal, the Personnel Board shall render written findings and recommendations and final decisions concerning the appeal following the hearing and within ten (10) days after the matter is submitted. The decision of the Personnel Board shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.

10.4 After two years, an employee shall have the right to petition the Human Resources Director for removal of any written statement.

Only records related to Internal Affairs Investigations resulting in a “sustained” finding will be kept in an employee’s Personnel File. Records related to Internal Investigations resulting in “Not Sustained”, “Exonerated”, and “Unfounded” findings shall not be placed in the employee’s Personnel File, but will be separately maintained for the appropriate retention period in the employee’s Internal Affairs File.

After a five (5) year period, if there has not been any subsequent discipline, the city shall remove from the Internal Affairs File, any written record of any Internal Affairs Investigation resulting in “Exonerated” and/or “Unfounded” findings. The City shall notify the employee when the record has been removed.

After a five (5) year period, if there has not been subsequent discipline, an employee may petition the City to remove any record of a “Not Sustained” finding or a “Sustained” finding not resulting in sustained allegations of dishonesty, fraud, theft and/or intent to cause or causing physical harm to person or property. Following the receipt of an employee’s petition, the City may, at its discretion, remove the requested records. The City shall notify the employee whether or not the record has been removed.

After a five (5) year period, if the employee has not been involved in any subsequent “Party Most at Fault” or “Avoidable” (“avoidable” for purpose of administrative review or progressive discipline) traffic collisions, the City shall remove from the employee’s personnel file, or any other file used by the employer for any personnel purpose, any record of prior traffic collisions. The City shall notify the employee that the record has been removed.

Article 11 - Americans with Disabilities Act

The City will be in full compliance with the Americans With Disabilities Act (ADA) and shall, consistent with ADA, provide reasonable accommodation to employees with disabilities.

Article 12 - Salaries

A. Salary Adjustment

The term compensation includes base salary and Above-Market Median Pay (Section B). Successful employee performance is a key factor in determining compensation. Employees with an overall performance rating of satisfactory or better will receive increases in base salary.

1) Compensation Increases During the Term of this Agreement

Effective the pay period of January 22, 2024, all represented classifications will receive an across the board increase of four percent (4%), plus an additional one percent (1%) increase in recognition of additional community-based training requirements implemented by the Department.

Effective the pay period of January 5, 2025, all represented classifications will receive an across the board increase of three percent (3%), plus an additional one percent (1%) increase in recognition of additional community-based training requirements implemented by the Department.

Effective the pay period of January 4, 2026, all represented classifications will receive an across the board increase of three percent (3%), plus an additional two percent (2%) increase in recognition of additional community-based training requirements implemented by the Department.

2) Salary Alignment

The salary range for Police Sergeants will be maintained at 20% higher than the salary range for the classification of Police Officer.

B. Above Market Median Pay

The City Council, during the annual budget adoption process, will determine when additional compensation up to two and one-half percent (2 ½%) may be provided to set salaries above the three county market median. In doing so, they will consider, among other factors, the employment market, attraction and retention history as well as the City's financial health.

C. New Hire Compensation

This Section is not intended to exclude newly hired/promoted/appointed workers who have not received an annual performance evaluation. These individuals will receive a salary increase if they have an overall effective or better performance

evaluation on their most recent evaluation and/or the worker is not currently on a Performance Improvement Plan (PIP).

D. Performance Based Compensation Increases

If one or more of the following has occurred within the twelve (12) months preceding the scheduled base salary adjustment, the amount of any increase, if any, will be determined by the Department Head:

- The employee has received an overall performance rating of less than satisfactory and a meeting has occurred prior to the performance rating that informed the employee of the performance difficulties.
- The employee has been placed on a performance improvement plan.
- The employee has received a letter of reprimand or disciplinary action.

E. Compensation Survey

During the term of this MOU, the parties agree to a limited reopener for the purposes of reviewing the comparable city requirements.

The parties will commence meeting no later than thirty (30) days following the City's notice to the Association of the intent to reopen.

Article 13 - Salary Advancement

13.1 Salary on Initial Appointment

On initial merit appointment, the entrance salary shall be at the minimum salary for the class except appointment may be made at a higher level on the recommendation of the Department Head.

13.2 Salary on Promotion

A promoted employee may be entitled to a one-step increase in the salary range of such class, when, in the determination of the Personnel Officer, such increase is necessary to maintain a differential of at least one step in the new range over the salary the employee would have received if not promoted.

13.3 Salary on Demotion

"Demotion" shall mean the demotion from one class to a different City class for which the maximum rate is lower than the maximum rate of the former class. Said demotion shall be considered voluntary unless it results from the layoff or discipline process.

The salary rate for demoted employees shall be as follows:

<u>Reason</u>	<u>Rate</u>
A. discipline	A. as set by discipline
B. voluntary demotion, or layoff	B. top of range
C. failure to complete probation	C. return to same
D. failure to complete probation after promotion	D. relative pay as held before promotion

13.4 Salary Advancement Within Range

Salary advancement within an established range shall be based on merit and performance as determined by the Department Head. The evaluations and recommendations of the employee's superiors will be used by the Department Head, who will determine the employee's advancement within the range.

Salary advancement within an established range is typically considered at one (1) year intervals. The date of salary review and increase may be advanced or delayed as determined by the Department Head. Withholding salary increases shall not be considered discipline. Employees may discuss delay of step advance with their supervisor's superior, up to and including the Department Head, by requesting such a discussion within ten (10) calendar days of receipt of the document/notification of delay of step. However, no appeal shall occur from the decision of the Department Head, whether by discipline procedures, grievance, or otherwise.

Salary advancement within the range typically occurs in increments of four and one-half percent (4 1/2%). At no time shall an employee advance beyond the top of the established range.

Internal employees who promote into the rank of Police Sergeant will be placed at Step 4 of the salary schedule as stated in the City of San Mateo Merit Salary Schedule.

13.5 Salary on Transfer

"Transfer" shall mean a change of positions within the same class or comparable class with a salary differential of five percent (5%) or less between tops of ranges.

13.6 Salary on Military Leave

All employees who have been granted a military leave will upon their return to the City service be entitled to the normal salary advancements within the range scale of the established wage schedule of their classifications that occurred during the period they were in the military service.

Article 14 - Base Pay and Premium Pay Calculation

The annual hourly factor used to calculate the hourly rate for premium pay is two thousand and eighty (2,080) hours. Base salary shall be predicated on two thousand and eighty (2,080) hours. The hourly rate is used to determine the following premium pay benefits:

Motorcycle Patrol Unit	Educational Incentive
Bilingual	Standby
Overtime Pay	Vacation Buy-Back
Out of Class Pay	Detective Division
Police Administrative Sergeant	Youth Services Unit
Support Services Sergeant	Gang Detail Unit
Traffic Detail	Field Training Sergeant

The master salary schedule shall have equal differentials between regular steps. There may be open ranges for promotions.

Article 15 - Overtime

15.1 Definitions

Regular overtime is authorized time worked by an employee in excess of his or her regularly scheduled tour of duty. For purposes of determining eligibility for overtime compensation, any absence with pay shall be considered as time worked, however sick leave will not be considered as time worked if after receiving notice of upcoming mandatory overtime, the employee calls in sick on their regular shift between time of notice and the upcoming mandatory overtime that occurs in the same pay period as the notice of such mandatory overtime. In such circumstances, the employee would be paid at the regular rate of pay for those hours of the mandatory overtime shift equal to the number of sick leave hours utilized by the employee.

Call back time is authorized time worked by an employee when he or she is contacted outside of his or her regular working hours and is requested to report to duty. Call back, within the meaning of this Section, means an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action and not set contiguous with the employee's regularly scheduled shift.

15.2 Pursuant to the Fair Labor Standards Act, the following applies:

- A. FLSA overtime must be paid for all hours worked in excess of one hundred seventy-one (171) hours within a twenty-eight (28) day cycle. Hours worked between one hundred sixty (160) and one hundred seventy-one (171) within a twenty-eight (28) day cycle can be accrued as compensatory time at straight time rate.
- B. In the event that overtime in excess of one hundred seventy-one (171) hours as defined in 15.2A above is earned by any particular employee, time off can be accrued at one and one-half (1-1/2) as compensatory time off or it can be paid at the time and one-half rate at the employee's option. Comp time shall not accrue to more than one hundred thirty-two (132) hours.

15.3 Trades

Trades of schedule are for the benefit of the employee. All such trades must be repaid within the current shift selection period or the particular trade will be disregarded by the City and cannot be made up.

- 15.4 Overtime worked shall be paid for at one and one-half (1-1/2) times the employee's established rate of pay, including educational incentive pay.
- 15.5 Overtime shall be at least six (6) minutes or one-tenth (1/10) of an hour at any one time in order to be compensable, with the following exceptions:

Call Back

Any employee who is called back to duty, pursuant to the definition of Call Back in 15.1 for any duration shall be compensated for a minimum of four (4) hours overtime, unless the emergency notification is less than three hours prior to the employee's normally scheduled work time, in which case the employee will be paid as outlined in 15.4. In compensation for travel time, emergency overtime shall start at the time the employee is notified, but not to exceed one hour.

Court Appearance

- A. The definition of Court Appearance shall include any time a court appearance is made, sworn testimony is provided, i.e. by telephone (with outlined exception per Subdivision D), DMV Admin Per Se Hearing, whether under subpoena, assigned by the department, by request of a District Attorney's Office, a City Attorney's Office, or under civil subpoena issued by a Civil Attorney. Overtime spent conferring with the prosecuting attorney in person will be considered as court overtime and part of the court appearance.
- B. Any employee who is required to appear in court as part of his or her official duties on one of his or her regularly scheduled days off or one of his or her regularly scheduled days of vacation, shall be compensated for a minimum of four (4) hours overtime. Employees do not earn the minimum four (4) hours for multiple appearances in court within the same day. Appearances beyond the initial four (4) hour appearance period will be compensated for actual hours spent in the court process at the overtime rate provided in this article.
- C. Employees who are assigned to an alternative work schedule (other than a standard five (5) day - eight-(8) hour work shift) will be paid a minimum two (2) hours pay if the court appearance occurs on their workday, but not during their regular hours (e.g., Court is at 900 and the employee normally starts their shift at 1500 hours). The two (2) hour minimum is paid at time and one-half. Employees do not earn the minimum two (2) hours for multiple appearances in court within the same day. Appearances beyond the initial two (2) hour appearance period but not during their regular work hours will be compensated for actual hours spent in the court process at the overtime rate provided in this article.

If an employee appears in court on a work day, the employee may work the remainder of their regularly scheduled shift, or, provided there is sufficient staff available, leave (using leave balances).

Employees who are participating in a jury trial or lengthy Preliminary hearings may, at the department's discretion, have their shifts rescheduled. Such schedule change, if any, shall not cause the employee to use leave balances or lose scheduled days off during the F.L.S.A. work cycle.

D. Employees who respond to a subpoena by telephone will be paid a minimum one (1) hour pay at the time and one-half rate established in this article. Time spent providing testimony by telephone beyond one (1) hour within the same day will be compensated for actual hours spent in the court process at the overtime rate provided in this article.

E. Lunch breaks taken during court overtime are not compensable. However, when court meal times exceed one (1) hour, the employee shall be entitled to compensation at the rate prescribed in Section 15.4 for the time by which the meal break exceeds one hour.

F. Standby Pay

Employees on standby status (hereafter "standby") with court officials will not be entitled to court overtime pay for hours spent away from the court awaiting call or recall to the court. They shall be paid a minimum one hour of overtime pay for any day they are assigned to standby. Any time spent on standby beyond one hour in a single day will qualify for standby pay at the rate of twelve and one-half percent (12.5%) of their hourly rate. Employees must report within 90 minutes of being called to physically appear in court. If the employee is called to court during the standby period, the employee will be paid at the established standby rate for actual time spent on stand-by. In addition, the employee will be paid Court Overtime for the appearance as established in this article.

G. For off-duty, out of town Court Appearances, travel constitutes court overtime and is determined by the round trip from the San Mateo Police Department when said employee leaves for a courthouse or other location listed on a subpoena.

In the event of an emergency, specific advance authorization must be obtained from the City Manager, or his or her authorized representative.

15.6 Training Outside of Regular Working Hours

A. Required in-house training or meetings scheduled outside of an employee's work schedule shall be considered as regular overtime and shall be compensated for in accordance to the overtime provisions herein.

B. Lunch breaks taken during overtime training are not compensable for the first hour. Lunch breaks taken during training which exceed one hour at the direction of the instructor will be compensable.

15.7 Patrol Sergeants Alternative Scheduling Plan

A. Definitions. The following definitions shall apply to this section only:

- 1) "Work Cycle" shall mean a twenty-eight (28) day period, beginning on a day determined by the City. This work cycle definition is intended to be consistent with definitions of a "work period" under FLSA.
- 2) "Work Day" shall mean a twelve (12) hour continuous period of on-the-job time.
- 3) "Work Year" shall mean two thousand eighty (2080) hours of scheduled work hours, exclusive of leaves of absence, such as vacation, sick leave, compensatory time off, holidays, etc.

This Section shall supersede any conflicting provisions in Article 17.

B. Scheduling. Sergeants assigned to duty in the Patrol Division will be scheduled for work days of twelve (12) hours in length, and will work a four-on, four-off cycle, with a scheduled short 8-hour day with four (4) additional hours of regularly scheduled overtime. If off-work on the 8-hour day, eight (8) hours of leave are recorded and no overtime will be paid. Overtime is not reported to CalPERS as compensation. It is estimated that a Sergeant so assigned would work one hundred sixty-eight (168) work hours during a work cycle, one hundred four (104) hours or more than a work year during that calendar year.

Field Operations Patrol Sergeants work 12-hour days with a scheduled short 8-hour day to stay within 160 hours in a 28-day work cycle. Hours worked beyond 8 on the 'short day' are compensated as overtime at time and a half. If off-work on the 8-hour day, 8 hours of leave are recorded and no overtime. Overtime is not reported to CalPERS as compensation.

Compensation for additional hours worked will be paid at the rate of time and one-half.

- 1) Compensation for any work performed beyond the scheduled work day will be paid overtime at the rate of time and one-half.
- 2) Court appearance overtime will be compensated for as provided in Section 15.5 above, except that pursuant to Section 15.2(C), the employee will determine the method of payment.

C. The Police Chief may terminate this program at any time after meeting with the Sergeants' Association and providing written notice of schedule change to the Sergeants' Association.

Article 16 - Duty Differentials

16.1 Bilingual Differential

Based upon the City's need, the bilingual proficiency of the employee and the recommendation of the Department Head, the Human Resources Director will approve bilingual premium pay to an employee at \$200.00 biweekly for eligible employees.

In order to ensure that employees retain bilingual proficiency, in both English and a language designated by the City, a requalification may be required, and shall be administered by the Human Resources Department.

If an employee is off work for over 30 consecutive calendar days, the employee will not receive the bilingual differential for the remainder of the leave; this will not take effect if the employee is out on 4850 disability leave.

16.2 On Call

Sergeants placed on on-call status by the Police Chief or their designee shall receive extra compensation at the rate of twelve and one-half percent (12.5%) of their hourly rate.

16.3 Other Duty Differentials

A. A five percent (5%) work differential will be paid to those Police Sergeants assigned as follows:

- Detective Division Premium Pay – special compensation paid sergeants who are routinely and consistently assigned to the investigative division including when assigned full-time to an outside Task Force;
- Gang Detail Assignment Premium – special compensation paid to sergeants in the Crime Reduction Unit (CRU) who are routinely and consistently assigned to enforce laws relating to a group of individuals banded together for unlawful activities including when assigned full-time to an outside Task Force;
- Motorcycle Patrol Unit Premium - special compensation paid to sergeants routinely and consistently assigned to operate and/or patrol on motorcycle;
- Police Administrative Sergeant Premium - compensation to rank and file police officers who are routinely and consistently assigned to police administration to provide support for the police chief and command staff in the operation of the police department;
- Support Services Sergeant;
- Youth Services Unit;
- Field Training Sergeant Premium- special compensation paid sergeants who are routinely and consistently assigned to oversee the training of employees; and
- Traffic Detail Premium- special compensation paid sergeants assigned to Traffic Detail who are not routinely and consistently assigned to operate and/or patrol on motorcycle.

B. Supervisor Premium – employees assigned to at least two (2) of the following assignments shall receive a one-half percent (0.5%) special compensation:

- CSO Supervisor-2 position limit
- Community Policing Through Environmental Design (CPTED) Supervisor- 2 position limit
- Use of Force Supervisor-1 position limit
- Defensive Tactics Supervisor-1 position limit
- Digital Forensics Supervisor -1 position limit
- Active Shooter Supervisor- 2 position limit
- Range Supervisor- 2 position limit
- Taser Supervisor-1 position limit
- Virtual Reality Supervisor-1 position limit
- Honor Guard Supervisor- 1 position limit
- SWAT/HNT Supervisor (Team Leaders and Assistant Team Leaders Only)
- Peer Support Supervisor- 1 position limit
- First Aid Supervisor-1 position limit
- UAS (Drone) Supervisor-2 position limit
- Mobile Field Force Supervisor-2 position limit
- Canine Supervisor-1 position limit
- StarChase Supervisor-1 position limit
- FLOCK Supervisor-1 position limit
- FTO Supervisor-2 position limit
- Specialist Supervisor-2 position limit

Article 17 - Acting Pay

In the event the Police Chief determines that it is necessary to assign an employee to perform all of the duties of a higher paid merit system classification, the employee shall receive the rate of pay of the higher classification during their regularly scheduled hours of work. Such rate of pay shall be at that rate the employee would be entitled to in the event of a promotion. If the employee is placed on standby/on call status outside of their normal hours of work, the employee shall receive standby pay as described in Article 15, section 15.5. Such rate of pay shall be based on the employees' regular rate of pay.

The employee shall be entitled to overtime pay for any hours worked beyond their regularly scheduled hours as described in Article 15 for work performed while assuming the duties of the higher paid merit position. Such rate of pay shall be paid at one and one-half (1 ½) times the employees' regular rate of pay.

In the event an employee occupies a position in a higher merit classification for a period of thirty (30) or more calendar days, there will be a presumption that such employee is performing all of the duties of the higher classification.

Article 18 - Educational Incentive Pay

Police Sergeants with an Intermediate P.O.S.T. certificate are eligible to receive a four and one-half percent (4.5%) differential of base pay as educational incentive pay during the term of this Agreement.

Police Sergeants with an Advanced P.O.S.T. certificate are eligible to receive a nine percent (9%) differential of base pay as educational incentive pay during the term of this Agreement.

These incentive levels are not cumulative. Employees will be paid the differential for the highest level attained.

Police Sergeants who complete the California P.O.S.T. Sherman Block Supervisory Leadership Institute training program are eligible to receive a four percent (4%) differential of base pay as educational incentive pay during the term of this Agreement. This differential is in addition to any Intermediate or Advanced P.O.S.T. Certificate educational incentive pay.

Article 19 - Holidays

19.1 The holidays to be observed are as follows:

- (1) New Year's Day, January 1st.
- (2) Martin Luther King's Birthday, 3rd Monday in January
- (3) Washington's Birthday, 3rd Monday in February.
- (4) Memorial Day, last Monday in May.
- (5) Independence Day, July 4th.
- (6) Labor Day, 1st Monday in September.
- (7) Veterans Day, November 11.
- (8) Thanksgiving Day, 4th Thursday in November.
- (9) The day after Thanksgiving.
- (10) Christmas Day, December 25th.
- (11) Three (3) floating holidays to be taken on working days mutually agreeable to the employee and the department.
- (12) Every day approved by the City Council as a public holiday, public fast, Thanksgiving, or a day of mourning.

19.2 Holiday Factor and Differential

Employees cannot always take holidays when they fall. Effective June 26, 2022, employees shall not accrue paid leave for the City's designated holidays. In recognition of this, employees shall receive holiday-in-lieu pay at the rate of 5.4% of base pay each pay period.

Remaining accrued holiday balances shall be used by the last pay period in May 2023. Holiday leave will not be reportable to CalPERS after the pay period ending June 26, 2022.

19.3 Employees off probation who have taken, or are scheduled to take, at least eighty (80) hours of vacation during a calendar year, may, at their option, make an irrevocable election to

sell back up to one hundred twenty (120) hours of accumulated vacation or annual leave or a combination thereof at the employees established rate of pay plus applicable differentials, enumerated in Article 16.

Requests must be received by Payroll no later than December 31st for the following year elections. No employee can sell back more than their current annual holiday accrual in the calendar year. Elected hours not requested for distribution (sell back) by December 1st will be automatically distributed in the next pay period. Sell back cannot be more than the hours available at the time of distribution.

Article 20 - Annual Leave Program

A. Leave Programs Being Replaced. The Annual Leave Program first became effective January 2, 1983, and replaced existing vacation and sick leave programs.

B. Paid Leave Benefits. Paid leave benefits under the Annual Leave Program will be as follows:

<u>Years of Service</u>	<u>Paid Leave Hours</u>	<u>Biweekly Accrual</u>
1 through 3 years	136 hours	5.24 hours
4 through 9 years	176 hours	6.77 hours
10th year	184 hours	7.08 hours
11th year	192 hours	7.39 hours
12th year	208 hours	8.00 hours
13th through 23rd years	228 hours	8.77 hours
24 th year and beyond	248 hours	9.54 hours

C. Present Accrual Rates. Vacation and sick leave credits do not accrue on the annual leave program.

D. Maximum Accrual. Employees may not accrue more than two times their annual leave as of the first of any pay period without loss of annual leave days unless specifically approved by the Department Head.

E. Sick Leave Balance Upon Conversion. Any balance of sick leave hours shall be retained by the employee. Sick leave hours shall be retained until used or paid in accordance to the Memorandum of Understanding. The maximum sick leave hours which can be converted for payment upon retirement (fifty percent (50%) of their accumulated unused sick leave) up to a maximum of 600 hours.

F. Vacation Balance Upon Conversion. Any balance of vacation hours shall be added to annual leave. Said hours shall be subject to the conditions outlined herein for annual leave usage.

G. Employee Illness. Annual leave may be used for employee illness upon the approval of the Department Head.

- H. Family Leave. Annual leave may be used for family leave purposes with the approval of the Department Head.
- I. Vacation Leave. Annual leave may be used for vacation or other personal reasons at the convenience of the department with the approval of the Department Head.
- J. Increments Taken. Annual leave may be taken in increments of one (1) hour.
- K. Payoff Upon Separation.
Upon separation in good standing from City service, employees shall be paid for all accrued annual leave credits with calculations based upon the employee's regular rate of pay. The employees shall be paid per the Association's separation pay election found in section 45 or a related side letter.
- L. Implementation. The Annual Leave Program first became effective on January 2, 1983.
- M. The limit for payment for unused accumulated sick leave upon service retirement shall be fifty percent (50%) of accumulated unused sick leave up to a maximum of 600 hours (for a sick leave balance of 1,200 or more hours).

20.1 Proportionate Annual Leave

A merit system employee who works part-time shall accrue annual leave at a proportionate rate of full-time credit.

20.2 Annual Leave Payment

Employees with over five (5) years of service who have taken, or are scheduled to take, at least eighty (80) hours of annual leave during a calendar year may, at their option, make an irrevocable election to sell back up to one hundred twenty (120) hours of accumulated vacation or annual leave, or a combination thereof at the employee's established rate of pay plus applicable differentials enumerated in Article 16.

Requests must be received by Payroll no later than December 31st for the following year elections. No employee can sell back more than their current annual leave accrual in the calendar year. Elected hours not requested for distribution (sell back) by December 1st will be automatically distributed in the next pay period. Sell back cannot be more than the hours available at the time of distribution.

Employees joining the bargaining unit with leave balances in excess of the maximum accumulation of leave hours will automatically sell back the number of hours required to meet the maximum accumulation allowed.

20.3 Protected Sick Leave

Family sick leave may be taken and, if taken, shall be charged to sick leave or annual leave, or, with the concurrence of the department head, to holiday, or Compensatory Time Off (CTO) leave, for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, as defined in California Labor Code 245.5(c)
- An employee who is a victim of domestic violence, sexual assault or stalking.

Not more than seventy-two (72) hours of such protected sick leave shall be granted in any one (1) year. However, if extenuating circumstances exist, at the discretion of the Department Head, a reasonable extension of the six (6) day limit may be granted. Any additional leave so granted shall be charged against the employee's accumulated sick or annual leave, at the employee's option.

20.4 Extended Annual Leave for Illness

After one (1) year of continuous merit system service, employees who have exhausted their earned annual leave benefits may be granted extended sick leave pay at the rate of seventy-five percent (75%) of regular salary upon the recommendation of the Department Head. After each thirty (30) days of such sick leave, each case requiring additional sick leave shall be reviewed by the Department Head and Human Resources Director, and approved by the Personnel Officer. Such extended sick leave shall not be charged to the employee's future annual leave accumulation during this period of extended annual leave.

20.5 Employees will annually be offered the opportunity to transfer between the sick leave/vacation leave and the annual leave program in December each year. Changes shall be effective the first full pay period in January.

20.6 In the event a Police Sergeant suffers a disabling injury or illness and is off work for thirty (30) or more consecutive calendar days, the employee can contact the Human Resources Department and request transfer from the annual leave to the regular leave program. Such conversion would be effective the first of the pay period following conversion and the employee could not change back until the next annual change-over period. Upon leaving the annual leave program, the employee's accumulated sick leave entitlement for payment at retirement would go from twelve hundred (1200) to nine hundred sixty (960) hours.

20.7 Bereavement Leave

In the event of a death in the immediate family, workers may take accrued sick leave of up to three (3) days, or up to five (5) days at the discretion of the employee's Department Head, in the event of a death of an immediate member of their family. Bereavement Leave shall be tracked separately from Protected Sick Leave. At the employee's request, and at the discretion of the employee's Department Head, additional time off can be taken and charged to vacation, holiday or compensatory time balances.

In this context only, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of their death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

Article 21 - Regular Leave Program (Sick Leave and Vacation Leave Programs)

21.1 Sick Leave

Purpose: The purpose of this Section is to continue the compensation of employees who must remain off work because of illness or disability. Such leave is a privilege which the employee can exercise in the event of his bona fide illness or disability or in the event his presence away from work is essential because of illness, death or disability of immediate members of his family.

21.2 Sick Leave Accrual

For full-time regular and probationary employees, sick leave shall be accrued at the rate of 3.7 hours for each biweekly pay period of service or ninety-six (96) hours per year. Unused sick leave shall be accumulated. The maximum amount payable upon retirement is one-half (1/2) of the balance of nine hundred sixty (960) hours, or one-half (1/2) of twelve hundred (1200) hours for an employee who participates in the Annual Leave Program.

Any employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credits. Sick leave shall accrue during an absence which is a result of occupational disability resulting from City service.

21.3 Doctor's Certificate

A Department Head is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the Director of Human Resources.

A doctor's certification shall be required in all cases where the period of absence exceeds five (5) working days. The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence where, in the opinion of the department head, evidence exists that sick leave has been misused and a prior warning has been given to the worker regarding the abuse of sick leave.

21.4 Protected Sick Leave

Protected sick leave may be taken and, if taken, shall be charged to sick leave or, with the concurrence of the department head, to vacation, holiday, or Compensatory Time Off (CTO) leave for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, as defined in California Labor Code 245.5(c)
- An employee who is a victim of domestic violence, sexual assault, or stalking

Not more than seventy-two (72) hours of such protected sick leave shall be granted in any one (1) year. However, if extenuating circumstances exist, in the opinion of the Department Head reasonable extension of the seventy two (72) hours limit may be granted. Any additional leave so granted shall be charged against the employee's accumulated sick leave.

21.5 Extended Sick Leave

After one year of continuous merit system service, employees who have exhausted all earned leave benefits may be granted extended sick leave pay at the rate of seventy-five percent (75%) of regular salary upon the recommendation of the Department Head. After each thirty (30) days of such sick leave, each case requiring additional sick leave shall be reviewed by the Department Head and Human Resources Director, and approved by the Personnel Officer. Such extended sick leave shall not be charged to the employee's future sick leave accumulation during this period of extended sick leave.

21.6 Bereavement Leave

In the event of a death in the immediate family, workers may take accrued sick leave of up to three (3) days, or up to five (5) days at the discretion of the employee's Department Head, in the event of a death of an immediate member of their family. Bereavement Leave shall be tracked separately from Protected Sick Leave.

In this context only, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of their death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

21.7 Payoff Upon Separation

Employees who retire shall be paid for all eligible sick leave, with calculations based upon the employee's regular rate of pay. The employees shall be paid per the Association's separation pay election found in section 45 or a related side letter.

Article 22 - Vacation Leave

22.1 City Policy

Vacations are considered essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. Therefore, it shall be the policy of the City not to allow the excess accumulation of vacation leave.

All full-time regular employees shall be entitled to vacation leave with pay as provided below.

22.2 Vacation Allowance

Police Sergeants are entitled to an annual paid vacation after completion of continuous service with the City as follows:

<u>Minimum Continuous Service</u>	<u>Vacation</u>	<u>Biweekly Accrual</u>
1 through 3 years	88 hours	3.39 hours
4 through 9 years	128 hours	4.93 hours
10th year	136 hours	5.24 hours
11th year	144 hours	5.54 hours
12th year	160 hours	6.16 hours
13th through 23rd years	180 hours	6.93 hours
24th year and beyond	200 hours	7.70 hours

22.3 Vacation Accumulation

Employees may not accrue more than two (2) times their annual vacation leave as of the first of any pay period without loss of vacation days unless specifically approved by the Department Head. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

22.4 Continuous Service Defined

- (1) Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.
- (2) As used in this Section, year of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay.
- (3) Neither military leave nor leave of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

22.5 Vacation Scheduling

The time at which an employee may take their vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the needs of the service.

22.6 Amount of Vacation Time

An employee may only use the vacation to his or her credit with the following exception:

22.7 Vacation Emergency

The Department Head is authorized to grant use of up to two (2) days of vacation in advance of accrual only in instances where the vacationing employee is unavoidably detained through no fault of his or her own and the employee has no other accrued leave credits.

22.8 Proportionate Vacation

A merit system employee who works part-time shall accrue vacation at a proportionate rate of full-time credit.

22.9 Vacation Allowance for Terminated Employees

Employees who terminate shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

22.10 Vacation Payment

Employees with over five (5) years who have taken, or are scheduled to take, at least eighty (80) hours of vacation during a calendar year may, at their option, make an irrevocable election to sell back up to one hundred twenty (120) hours of accumulated vacation or annual leave or a combination thereof at the employee's established rate of pay plus applicable differentials enumerated in Article 16.

Requests must be received by Payroll no later than December 31st for the following year elections. No employee can sell back more than their current annual holiday accrual in the calendar year. Elected hours not requested for distribution (sell back) by December 1st will be automatically distributed in the next pay period. Sell back cannot be more than the hours available at the time of distribution.

Employees joining the bargaining unit with leave balances in excess of the maximum accumulation of leave hours will automatically sell back the number of hours required to meet the maximum accumulation allowed.

22.11 Payoff Upon Separation

Upon separation in good standing from City service, employees shall be paid for all accrued vacation leave credits with calculations based upon the employee's regular rate of pay. The employees shall be paid per the Association's separation pay election found in section 45 or a related side letter.

22.12 Accumulation of Vacation, Sick Leave and Holiday Credits

Vacation, sick leave, and holiday credits shall be made on a pro-rata basis to an employee in accordance to regular hours (non-overtime) on the payroll. Credit shall not be received for time off without pay.

22.13 Daily Hour Value

The hour value of a leave day for holidays, annual leave, or other leave shall be determined by dividing the average number of regularly scheduled weekly hours by five (5), which result provides the ratio of hours of all weekly hour schedules to the five (5) day – forty (40) hour per week employee.

22.14 Summary of Annual Leave/Regular Leave Programs

<u>ANNUAL LEAVE PROGRAM</u>		<u>REGULAR LEAVE PROGRAM</u>	
<u>Years</u>	<u>Maximum</u>	<u>Years</u>	<u>Maximum</u>
1 through 3 years	136 hours	1 through 3 years	88 hours
4 through 9 years	176 hours	4 through 9 years	128 hours
10th year	184 hours	10th year	136 hours
11th year	192 hours	11th year	144 hours
12th year	208 hours	12th year	160 hours
13th through 23rd years	228 hours	13th through 23rd years	180 hours
24 th year and beyond	248 hours	24th year and beyond	200 hours

No sick leave credit on this prog.
+ 48 hrs. comp time accrual.
+ Employee can sell 120 hr./year.

600 hours payoff at retirement

* Two (2) times annual allowance.

+ 96 hours sick leave per year.
+ 48 hrs. comp time accrual.
+ Employee can sell 120 hrs.
vac./per year.
+ 480 hours max. payoff on
sick leave at retirement.

22.15 Maintenance of Annual Leave Program

In the event that sick leave utilization for Police Sergeants exceeds the Citywide average, the City reserves the right to re-implement the Annual Leave Program provisions for all Police Sergeants during the term of this Agreement. For purposes of computation, catastrophic cases of sick leave (generally defined as those of over ten (10) consecutive working days duration) shall be eliminated.

22.16 Sick Leave Payoff

Upon service or disability retirement, employees shall be paid a maximum of fifty percent (50%) of their accumulated unused sick leave up to a maximum of four hundred eighty (480) hours payment. A twelve hundred (1200) hours maximum will apply for those employees in the annual leave program.

Article 23 - Death Benefit

All employees with one (1) year of continuous merit system service, whose employment is terminated because of death, shall be granted one (1) working day termination allowance at their basic pay rate, in addition to other compensation due them and one (1) additional day for each complete year worked thereafter.

Article 24 - Disability Leave

Disability leave for work incurred injury shall be granted under the provisions of Section 4850 of the Labor Code or other applicable State law.

Article 25 - Military Leave

Military leave shall be granted by the City in accordance with the provisions of State and Federal laws.

Article 26 - Jury Duty

Any employee required to report for jury duty shall be granted a leave of absence with pay from his or her assigned duties until released by the Court, provided the employee notifies his or her Department Head immediately of the notice to serve.

Employees called for jury service shall not be required to assume new or unusual regular working hours solely as a result of jury service.

Article 27 - Leave of Absence Without Pay

Leaves of absence without pay may be granted for a period not to exceed one year in cases of illness not covered by annual leave; in cases of personal emergencies, including childbirth; for education and training; or when such absences would not be contrary to the best interests of the City. Any authorization for leave of absence without pay shall be made in writing by the Department Head.

The employee may elect to use earned annual leave prior to commencement of the leave or retain the earned annual leave for use upon return to employment.

Any employee who does not return to his employment on or before the date of expiration of his leave shall be deemed separated from the service as of such date of expiration, subject to due process.

Article 28 - Family Care Leave

In accordance with the Federal Family and Medical Leave Act effective August 5, 1993, and the California Family Rights Act effective October 4, 1993, the City will grant job protected unpaid family and medical leave to eligible workers for up to twelve (12) weeks per twelve (12) month period.

In general, Family Care Leave is available to workers for: the birth or adoption of a child or placement of a foster child; care for a family member of the worker if such family member has a

serious health condition; or the worker's own serious health condition that makes the worker unable to perform the functions of their position.

The City will adhere to applicable Federal and State laws regarding family leave. For specific conditions governing Family Medical Leave, please refer to the City Policy.

The following provisions apply to Family Care Leave:

- Employees may use accrued vacation as part of the family leave period. Use of sick leave is not required but may be used under the same regulations governing the use of sick leave. Use of sick leave does not extend the maximum four-month period of family care leave.

Article 29 - Life Insurance

The City shall provide employees a forty thousand dollar (\$40,000) life insurance policy without regard to membership in any health plan. Effective February 2019, the life insurance policy amount shall increase to fifty thousand dollars (\$50,000.00).

Supplemental life insurance is available at the employee's option; it requires carrier approval.

Article 30 - AD&D Insurance

The City shall provide employees a ten thousand dollar (\$10,000) accidental death and dismemberment (24-hour coverage) insurance policy without regard to membership in any health plan.

Article 31 - Health Insurance

The City shall make contributions on behalf of those employees eligible for Group Medical Coverage or Medicare Part B under the various plans available to the City in the amounts necessary to a maximum contribution of \$160.00 per employee per month or not less than what is provided under the Public Employees' Medical Hospital Care Act ("PEMHCA") as prescribed by Government Code Section 22892, whichever is greater.

The City shall make available to eligible current and retired employees, benefits substantially equal to the State Employees' Medical and Hospital Care Act or may insure directly or may self-insure.

If, during the term of this agreement, a health plan is mandated by the Federal Government, the City and the Association agree to open negotiations on the subject of possible modification of the health plan only. It is understood that in case of such mandated health plan, the City shall be liable for up to the mandated cost or the amounts specified above, whichever is higher.

Article 32 - Dental Insurance

The City shall provide dental benefits for the employee and eligible dependents during the term of this Agreement.

Article 33 - Vision Insurance

The City shall provide vision benefits consistent with that provided for other represented units. The carrier of this plan is Vision Service Plan (VSP) and the plan coverage is Plan "C" which provides exam, lenses and frames annually with a twenty-five dollar (\$25) employee co-payment.

Article 34 - Mileage Allowance

City employees who must use their private vehicles for official business shall be compensated at the IRS rate.

Article 35 - Uniform and Equipment Allowance

Uniform allowance is paid at \$46.15 per pay period.

Article 36 - Retirement

Retirement benefits shall be compensated for under applicable legislation pertaining to the Public Employees' Retirement System.

The City currently provides the following retirement benefits:

- 3% @ 50 with single year highest compensation for safety employees hired before December 9, 2012.
- 3% @ 55 with highest average annual pensionable compensation earned during 36 consecutive months of service for "classic" members hired on or after December 9, 2012.
- 2.7% @ 57 with highest average annual pensionable compensation earned during 36 consecutive months of service for "new" members hired on or after January 1, 2013.

Effective October 11, 2015, classic members shall pay 50% of the total normal cost rate, in accordance with Government Code 7522.30, with a cap of 14%. For the remainder of fiscal year 2015-2016, the amount paid by classic members shall be 13.2%. The contributions toward employer rate will be pre-tax under 414(h)2.

New members hired on or after January 1, 2013 shall pay 50% of the total normal cost rate, in accordance with Government Code 7522.30. For the remainder of fiscal year 2015-2016, the amount paid by new members shall be 11.25%. The contributions toward employer rate will be pre-tax under 414(h)2.

Article 37 - Safety Equipment

The City shall furnish all safety equipment required by the City, including firearms, for the use of new full-time employees hired on or after August 1, 1974. Such safety equipment and any and all replacements furnished by the City shall remain the property of and under the control of the City.

Article 38 - Optional City Contribution/Flexible Benefit Plan

It is understood that during the term of this contract, the City may seek expert opinion as to the parameters of this program and all contributions to flexible benefit money are contingent upon

compliance with state and federal rules and regulations. The Parties agree to meet and confer regarding a replacement provision if any part of this structure is found to be noncompliant.

Single Coverage:

For employees choosing Single coverage, the employee's monthly flexible benefit money distribution will cover 100% at the Single Party level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

Two Party Coverage:

For employees choosing 2-Party coverage, the employee's monthly flexible benefit money distribution will cover 90% at the 2-Party level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

Family Coverage:

For employees choosing Family coverage, the employee's monthly flexible benefit money distribution will cover 90% at the Family level for the Kaiser Bay Area plan covering Bay Area health care providers offered under the PEMHCA contract.

Employees who waive health insurance entirely shall receive \$160.00 per month or not less than what is provided under the Public Employees' Medical Hospital Care Act ("PEMHCA") as prescribed by Government Code Section 22892, whichever is greater as part of their salary.

Flexible benefit money for part-time merit workers working less than 40 hours per week shall be prorated. Any workers exceeding 40 hours per week will not be given any additional pool money.

PEMHCA Minimum:

The City's maximum, monthly contribution for each eligible, active employee and retired annuitant for the purchase of medical insurance will be equal to the minimum monthly employer contribution required under PEMHCA. Any increases to the PEMHCA minimum will result in a corresponding decrease in the amount of the additional City contribution, so that the total maximum City contribution never exceeds the amount listed in the Maximum City Contribution listed above.

Cafeteria Plan:

The parties are aware the City's Cafeteria Plan of benefits may be impacted by recent and ongoing changes in tax laws. City agrees to meet and confer regarding proposed changes in the structure of the Plan prior to making changes. The level of benefits and City's contribution shall not be open to renegotiation. Benefits shall be taxed as required by law.

Article 39 - Defense of Police Officers

The City agrees to provide for the defense of a criminal action or proceeding brought against a safety employee or former safety employee of the Police Department as permitted under California Government Code Section 995.8.

Article 40 - Separability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Article 41 - City Rights

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

Article 42 - No Strike

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

Article 43 - Contracting Out

Prior to any final decision regarding the contracting out of bargaining unit work, which would result in layoff, the City will provide prior notice to the Association and, upon request, meet and confer on the impact of the layoff.

Article 44 - Competitiveness

The City agrees to develop ways to allow Sergeants to be competitive in open testing such as providing management training when appropriate.

Article 45 - Retiree Medical Account

City Contribution

The City will contribute for each Eligible Employee, the amount of three and fourth tenths percent (3.4%) of base pay per annum, into the Retirement Health Savings Account maintained by the City.

Effective with the City's change to the calculation of the FLSA overtime rate to exclude 'flexible benefit money' (the City contribution to the cost of medical insurance premiums) from the calculation, for employees hired on or before January 1, 2017, the City shall make bi-weekly contributions of an amount equal to zero point six percent (0.6%) of the employee's base salary into his/her Retiree Health Savings Account (RHSAs) in recognition that 'flexible benefit money' will no longer be included in the calculation of the FLSA overtime rate. This contribution ceases when the employee leaves the bargaining unit or moves into an exempt classification.

Beginning the first Full Pay Period following Council adoption of this agreement, the City shall contribute 2% of base salary, per pay period, to the Retirement Health Savings accounts of those employees aged 45 or over with 15 or more years of City service. Employees who become eligible for this contribution during the term of the agreement shall begin receiving contributions in the first full pay period following establishing eligibility. The continuation of this provision beyond the term of the contract would need to be made by mutual agreement between the parties.

During the term of this 2021-2024 Agreement, the City agrees to reopen this Article, at the request of the Association, to replace the existing Retirement Health Savings Account with the PORAC Retiree Medical Trust.

Separation Pays

At the time of service or disability retirement from City merit employment, all eligible accrued sick leave, vacation leave, holiday leave, and annual leave shall be contributed to the employee's RHSAs. Accrued compensatory leave will not be contributed to the employee's RHSAs.

At the time of non-retirement separation from City merit employment, no accrued leaves will be contributed to the employee's RHSAs.

The Association may elect to change the above contributions and/or conversion of separation pay arrangements for each successive calendar year of this Agreement. The Association must notify the City's Human Resources Department in writing no later than November 30th of the change(s) to be made for the following calendar year. In the event notification is not received by the deadline, the contributions and separation pay arrangements in effect at the time will continue for the following calendar year.

Article 46 - Deferred Compensation

Effective the first pay period following Council adoption the City shall contribute two and one-half percent (2.5%) of base salary into the Police Sergeants' 457 deferred compensation accounts.

Article 47 - Retiree Court Appearance

Should retired Sergeants be subpoenaed to appear in court for a case related to their former duties with the City of San Mateo, they will receive straight time hourly payment for a minimum of two

(2) hours at the step in the range that they were at when they retired. In addition, they will be reimbursed for mileage to and from their home or the San Mateo Police station, whichever is the lessor. The mileage will be paid at the IRS mileage rate.

Article 48 - Termination of Agreement

This agreement shall terminate as of the close of business at midnight, January 3, 2027.

The existing and unmodified rules, regulations, resolutions or ordinances relating to wages, hours and conditions of employment not covered in this Agreement for employees in this Unit shall remain unchanged for said period unless such changes are the result of meeting and conferring as required by law.

SIGNATURES

SAN MATEO POLICE SERGEANTS ASSN.

Peter Hoffmann _____
Peter Hoffmann

Scott Valencia _____
Scott Valencia

 _____
Craig Collom

2/5/2025

Date

CITY OF SAN MATEO

Stacey Cue _____
Stacey Cue

 _____
Abby Veeser

1/7/2025

Date

Benefit Summary Sheet: Police Sergeants Unit

The following list summarizes the various benefit programs in effect for members of the Police Sergeants Association as of July 2021.

Dental Insurance	City paid 100/80/80 plan; \$15 annual deductible with \$3,000 maximum payment. Orthodontic 50% coverage with a life-time maximum of \$2,000. Refer to dental brochure for specific benefits.
Vision Insurance	City paid Vision Service Plan C which provides exam, lenses and frames annually with a \$25 employee co-payment.
Employee Assistance	Confidential counseling services; City paid.
Health Insurance	\$160.00 per employee per month. See MOU for pool changes and premium cost sharing.
Holidays	14 paid holidays per year -- see MOU.
Life Insurance	\$50,000 life coverage; \$10,000 accidental death and dismemberment. Fully City paid.
Long-Term Disability	Full salary insured. Benefit is 66 2/3% of salary after 60 day elimination period. Effective January 2013 Sergeants will obtain coverage through PORAC.
Mileage Allowance	IRS rate.
Retirement Program	See MOU for pension tiers and payment of pension costs.
Uniform Allowance	\$46.15 per pay period.
Retirement Health Savings	City shall pay 3.4% of base salary to Retirement Health Savings Account.
Deferred Compensation	City shall pay 2.5% of base salary

The above listing summarizes various benefit programs provided as of July 2021. The list is not inclusive and employees should refer to the MOU and/or contact Human Resources at 522-7260 if they have specific questions about benefits and/or benefit programs.

POLICE SERGEANTS MOU

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