THE CITY OF

PLEASANTON©

City of Pleasanton
And
Pleasanton Police Officers' Association

Memorandum of Understanding

June 1, 2011 through May 31, 2014

THE CITY OF

PLEASANTON.

MEMORANDUM OF UNDERSTANDING

Pleasanton Police Officers' Association, and representatives of the City of Pleasanton, have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the representation unit specified in Section 1, have exchanged freely information, opinions and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendation of the undersigned for salary and employee benefit adjustments for the period commencing June 1, 2011, and ending May 31, 2014.

TABLE OF CONTENTS

SECTION 1. RECOGNITION 1

SECTION 2. ASSOCIATION SECURITY 1

SECTION 3. DISCRIMINATION 3

SECTION 4. CONTINUATION OF BENEFITS 3

SECTION 5. ASSOCIATION REPRESENTATIVES 3

SECTION 6. CITY RIGHTS 3

SECTION 7. SALARIES 4

SECTION 8. OVERTIME 6

SECTION 9. COURT TIME 7

SECTION 10. HOLIDAYS 8

SECTION 11. VACATIONS 8

SECTION 12. SICK LEAVE 10

SECTION 13. LEAVE OF ABSENCE 12

SECTION 14. HEALTH AND WELFARE COVERAGE 13

SECTION 15. RETIREMENT 18

SECTION 16. UNIFORMS 18

SECTION 17. EDUCATIONAL INCENTIVE TUITION AND BOOK REIMBURSEMENT PROGRAM 19

SECTION 18. PROBATIONARY PERIOD 20

SECTION 19. PROMOTION 21

SECTION 20. TRANSFER 22

SECTION 21. RESIGNATION, REINSTATEMENT, AND LAYOFF 22

SECTION 22. DISCIPLINE 23

SECTION 23. GRIEVANCES 24

SECTION 24. MEDICAL EXAMINATION 26

SECTION 25. OUTSIDE EMPLOYMENT 27

SECTION 26. SEPARABILITY OF PROVISIONS 27

SECTION 27. PRINTING OF MEMORANDUM OF UNDERSTANDING 27

SECTION 28. MISCELLANEOUS 27

SECTION 29. PAST PRACTICES AND EXISTING MEMORANDUM OF UNDERSTANDING 28

EXHIBIT A 30

SALARY SCHEDULE 30

EXHIBIT B 31

ANNUAL VACATION SIGN UP AND SHIFT/ASSIGNMENT BID 31

EXHIBIT C 32

SENIORITY SHIFT SIGN UP PROGRAM 32

EXHIBIT D 35

CATASTROPHIC LEAVE POLICY 35

EXHIBIT E 36

POA SURVEY AGENCIES 36

SIDE LETTER OF AGREEMENT #1 37

CITY-WIDE HEALTH BENEFITS COMMITTEE 37

SIDE LETTER OF AGREEMENT #2 38

PLAN DESIGN FOR EMPLOYEES WHO RETIRE PRIOR TO JULY 1, 2009 38

SIDE LETTER OF AGREEMENT #3 39

EXTRA DAYS OFF IMPLEMENTATION FOR 2012 39

Section 1. Recognition

Pleasanton Police Officers' Association, hereinafter referred to as "Association" or PPOA, is the formally recognized employee organization for the Police Employees Unit comprised of the classifications of Police Officer and Police Sergeant certified pursuant to the Employer-Employee Relations Procedures and Resolution No. 98-46, adopted by the City of Pleasanton City Council on May 5, 1998.

Section 2. Association Security

2.1 Dues Deduction

Upon receipt of a written assignment and authorization signed by the employee on the form shown below, the City agrees to deduct from each pay check of such employee in each calendar month an amount which will total the dues required for membership in the Association. The amount so deducted shall be remitted by the City to the officer designated in writing by the official of the Association as the person authorized to receive such funds.

The Association shall notify the City Manager in writing as to the amount of such dues required of its members.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of any employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues. In addition, in order to meet certain accounting deadlines, all payroll changes connected with the deduction of said Association dues must be made by the fifteenth (15th) of the preceding month.

The Association shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, proceedings or court orders, or any other liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this check-off agreement. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

The employee's authorization request shall be in the following terms:

"Date: _____

You are hereby authorized and requested to deduct from wages due me such amount as which will total the current amount of my Association dues as reported to you by the Pleasanton Police Officers' Association and to make such deductions for each and every succeeding month unless and until I revoke this assignment in writing. You are hereby authorized and you are to pay the total amount deducted each month to Pleasanton Police Officers' Association.

This assignment is voluntary.

_____"

Signature

2.2 Communication with Employees

Any representative of the Association shall give notice to the Chief of Police (through the chain of command) when contacting City employees during the duty period of the employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the off-duty hours of all employees concerned. Prearrangement for routine contact may be made by agreement between the Association and the Chief of Police and when made shall continue until revoked.

2.3 Bulletin Boards

The Association may use portions of City bulletin boards under the following conditions:

(1) All materials must receive the approval of the department or division head or designee in charge of the departmental bulletin board.

(2) All materials must be dated and must identify the organization that published them or requested the posting. Typical postings may include meeting notices, minutes of meetings or organizational informational materials.

(3) The actual posting of materials will be done by the Association as soon as possible after they have been approved by the Department. All posted materials shall comply with the City's harassment/discrimination standards and shall not include political or personal endorsements or opinions.

Unless special arrangements are made, materials posted will be removed 31 days after the publication date.

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

(5) An employee organization that does not abide by these rules will forfeit its right to have materials posted on City bulletin boards.

2.4 Use of City Buildings

City buildings and other facilities may be made available for use by City employees or the Association or its representatives in accordance with such administrative procedures as may be established by the City Manager or his/her designated representative.

2.5 Advance Notice

Except in cases of emergency, the Association, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption.

In case of emergency, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Association shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet and confer with the appropriate management representatives.

Section 3. Discrimination

Neither the City, the Association, nor any person employed by them shall discriminate against any employee, or applicant for employment because of race, color, religion, sex, national origin, age, medical condition, pregnancy, marital status, sexual orientation or disability, except where such factors are determined to be a bona fide occupational qualification. Furthermore, the City shall not discriminate against any employee because of legitimate employee organization activities.

Section 4. Continuation of Benefits

The Association and the City acknowledge and agree that this Memorandum of Understanding may contain and/or discuss benefits that will affect current retirees and former members of the Association, or current members of the Association who may retiree during the term of this Memorandum of Understanding. Neither the City nor the Association warrant or agree that current level of benefits which may be provided to retirees in the form of health benefits will be maintained at the same level beyond the term of this contract, even though it is neither the intention of the City nor the Association to decrease or diminish the value or level of benefits to its retirees by the inclusion of this paragraph in the memorandum of understanding.

Section 5. Association Representatives

City Employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit requests for excused absences to the Chief of Police or designee, with reasonable notice prior to the scheduled meeting whenever possible. Generally, no more than three (3) employees shall be excused for such purposes. Additional representatives may be authorized by the Chief of Police or designated representative. The Association shall submit a list of the officers of the Association to the Chief of Police and City Manager and notify both in writing at such time there are any changes in such Association officers.

Section 6. City Rights

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

None of the aforementioned language will supersede the provisions of this Memorandum of Understanding reached by mutual agreement of both negotiating parties (PPOA and City of Pleasanton).

Section 7. Salaries

7.1 Rates of Pay

The salary ranges for all employees in the Police Employee Unit as set forth in Exhibit A represent, for each classification, the standard rate of pay for full time employment and represent the total compensation due employees, except for overtime compensation and other benefits specifically provided by the City. See Exhibit A for salary ranges for each year covered by this Memorandum of Understanding.

7.2 Field Training Officer Pay

Qualified Field Training Officers having been given a training assignment by a supervisor shall receive an amount equal to five percent (5%) of their regular monthly pay for each month in which they spend forty (40) hours training. If the hours spent training are less than forty in a month, the officer shall receive 5% of their regular hourly rate of pay for each hour spent training. Motorcycle training officers engaged in forty (40) hours of training in a month shall receive Field Training Officer pay.

7.3 Acting Pay

An employee meeting the minimum qualifications may be temporarily promoted to an authorized position on an "acting" basis. The employee temporarily promoted shall be compensated at the pay rate for the position he/she is filling, until such time as the position is filled on a permanent basis or he/she returns to his/her previous position.

7.4 Acting Lieutenant Pay

A Police Sergeant assigned by the Police Chief to serve as acting lieutenant for a minimum consecutive period of seven (7) calendar days shall receive a sum equal to five percent (5%) of their regular hourly rate of pay for each hour worked in said acting assignment. Additionally, a Police Sergeant in an acting assignment remains part of the PPOA bargaining unit and will receive all pay and benefits as proscribed in this agreement.

7.5 Canine Responsibility Pay

Officers assigned canine responsibilities will receive eight (8) hours of pay per pay period, paid at time and one-half the straight time hourly rate of pay, inclusive of education pay, in recognition of the time spent in the care, grooming, feeding and activities related to canine handling.

The parties agree that this provision meets FLSA standards.

7.6 POST Pay

Employees who have three (3) years of service with the City of Pleasanton and who possess an Intermediate POST Certificate shall receive an amount equal to two percent (2%) of their base pay. Employees with five (5) years of service with the City of Pleasanton and who possess an Advanced POST certificate shall receive an amount equal to two percent (2%) of their base pay for a total of four percent (4%) of base pay.

Effective the first full pay period after ratification/adoption by Council, Intermediate POST pay will be increased by one percent (1%) for a total of three percent (3%) of base pay and Advanced POST pay will be increased by one percent (1%) for a total of five percent (5%) of base pay.

Effective the first full pay period in July 2012, Intermediate POST pay will be increased by one percent (1%) for a total of four percent (4%) of base pay and Advanced POST pay will be increased by one percent (1%) for a total of six percent (6%) of base pay.

Effective the first full pay period in July 2013, Intermediate POST pay will be increased by one percent (1%) for a total of five percent (5%) of base pay and Advanced POST pay will be increased by one percent (1%) for a total of seven percent (7%) of base pay.

7.7 On Call Pay

Employees who on their scheduled time off duty may be placed on an on call status by a Division Commander. Any such assignment shall be for a minimum period of eight (8) hours or more. Employees so assigned shall receive an amount equal to fifteen percent (15%) of their hourly base rate of pay for each hour spent on call.

7.8 Entrance Salary

The entrance salary for a new employee entering the City service shall be the minimum salary for the class to which he/she is appointed. When circumstances warrant, the Appointing Authority may authorize original appointment or reinstatement at other than the minimum rate.

7.9 Conversion of Pay Rates

Any monthly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such a conversion is advisable. In determining the equivalent amounts on different time basis, the City Manager shall provide tables or regulations for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

7.10 Salary Advancement

Permanent and probationary employees serving in regular established positions shall be advanced from the Initial Placement Step to the next Step in their respective classifications after completion of twelve (12) months of full time satisfactory service, and thereafter shall be advanced to the next higher step after completion of one (1) year of full-time satisfactory service, in each of the salary steps for the classification until the top of the range is reached. No salary advancement shall be made so as to exceed any maximum rate established in the pay plan for the class to which the advanced employee's position is allocated.

Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of his/her supervising official, length of service, performance record, special training undertaken, or other pertinent evidence, within the advancement policy established by the pay plan. Any employee shall not normally be eligible for advancement in pay until he/she has successfully completed his/her probationary period, or any extension thereof, as provided in Section 19.

Changes in an employee's salary because of promotion or demotion establish a new salary anniversary date for that employee. Salary range adjustments for a classification will not establish a new salary anniversary date for employees serving in that classification.

7.11 Salary Step When Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the step held by him/her in the previous range.

7.12 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class, he/she shall receive the minimum rate for the higher class; provided, however, that such step is at least five percent (5%) above his/her current wage rate. When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which he/she is demoted. The specific rate of pay within the range shall be determined by the City Manager, whose decision shall be final; provided, however, that the employee's rate of pay shall not be set at a lower rate than he/she would have received had he/she remained in the lower class.

Section 8. Overtime

8.1 Shift Extension Overtime

Employees who are required to work in excess of their regular work day shall be entitled to overtime compensation for all hours so worked; provided, however, that the overtime rate shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay as calculated as follows:

1 through 15 minutes	15 minutes
16 through 30 minutes	30 minutes
31 through 45 minutes	45 minutes
46 through 60 minutes	60 minutes

8.2 Non-scheduled Overtime/Call Back

If an employee who has completed his/her regular work day is called back to work, 30 minutes after the completion of his/her scheduled shift, or any extension thereof, he/she shall upon reporting within a reasonable time after notification, will be compensated for all work performed outside of his/her regular duty shift at the overtime rate, commencing with the time of notification, but in no event shall he/she receive less than three (3) hours of overtime compensation for each such call back.

8.3 Mandatory Meetings or Assigned Work Outside Shift

Employees who are ordered to perform any official duties outside of their regularly scheduled work hours shall receive a minimum of two (2) hours of pay at time and one-half (1 ½) unless the assigned work is contiguous with the beginning or end of the employees' regular shift.

8.4 Payment

Employees may be compensated for overtime worked either by monetary payment or by compensatory time off at the option of the employee. Compensatory time shall accrue at the rate of one and one-half times the overtime hours worked up to a maximum accrual of one-hundred and twenty-five (125) hours. After one hundred and twenty-five (125) hours, all overtime worked shall be paid.

8.5 Use of Compensatory Time off

Compensatory time must be taken in minimum of one (1) hour increments, except that after the first hour compensatory time may be taken in minimum increments of one half (1/2) hour. Utilization of compensatory time off shall be by mutual agreement between the Chief of Police and the employee. Requests for compensatory time off more than sixty (60) days beyond the date of the request will generally not be accepted. Employees will be notified of the status of their request within fifteen (15) days of submission of the request.

Twice per year, employees may be paid for all accrued compensatory time. Said payments shall be made on the first pay date on or after May 1st and on the first-pay date on or after November 1st. Written requests for payment must be made by the employee fifteen days in advance of the first pay date in May and November.

Section 9. Court Time

9.1 Local

Employees who are ordered to report to work during their off-duty hours or who are assigned to or placed on telephone stand-by for the purpose of responding to a subpoena or other official notice to appear in court or at Department of Motor Vehicle hearings within the Livermore-Pleasanton Judicial District and who do so at the specified time shall receive a minimum of four (4) hours pay at time and one-half (1-1/2). This provision does not apply to instances where employees are ordered to report to work less than four (4) hours prior to their regular starting time or are held over less than four (4) hours after their regular quitting time for the purpose of appearing in court. Compensation may be in the form of monetary payment or compensatory time off. On-call Department of Motor Vehicle Hearings shall be subject to compensation as outlined in this section.

9.2 Non-Local

Employees who are ordered to report to work or be assigned to or placed on telephone standy-by during their off-duty hours for the purpose of responding to a subpoena or other official notice to appear in court or at Department of Motor Vehicle hearings outside the Livermore-Pleasanton Judicial District and who do so at the specified time shall receive a minimum of five (5) hours pay at time and one-half (1-1/2). This provision does not apply to instances where employees are ordered to report to work less than five (5) hours prior to their regular starting time or are held over less than five (5) hours after their regular quitting time for the purpose of

appearing in court. Compensation may be in the form of monetary payment or compensatory time off.

Section 10. Holidays

10.1 Holiday In-Lieu Pay

Employees shall be compensated each year for working holidays through receipt of holiday in-lieu pay and shall be paid at seven and five-tenths percent (7.5%) of the employee's annual salary exclusive of any overtime and shall be in addition to the employee's regular monthly salary. Holiday in-lieu pay shall be paid in two equal installments, the first installment paid on the first pay date on or after November 1st, and the second installment paid on the first pay date on or after May 1st.

Employees shall receive pro-rated pay upon termination.

10.2 Additional Paid Time Off

Sixty (60) hours of additional paid time off shall be credited to each employee each January for use during the calendar year in which the hours are credited and are not available for cash out.

Additionally, each employee will be credited with twenty (20) more hours of additional paid time off for a total of eighty (80) hours during 2012, 2013 and 2014.

Non-probationary members assigned to the Operations Division, excluding Traffic Unit and Special Enforcement Unit, shall schedule the use of these hours during the annual vacation sign-up. Investigation Division members shall not be required to participate in the Operations sign-up process and individual unit supervisors shall manage the use of PTO by these staff members. Probationary members shall schedule the use of PTO directly with their supervisors. These additional hours do not extend the maximum time that any employee may schedule during the vacation sign up process.

Employees hired between January 1 and July 1 of any calendar year, shall be credited with one half of the yearly annual accrual of additional paid time off subject to the scheduling, approval and observance processes outlined in paragraph one of this section.

Section 11. Vacations

11.1 Vacation Eligibility

All full-time employees in classification of police officer and police sergeant shall be entitled to annual vacation leave with pay except the following:

(1) Employees who work on a provisional basis.

11.2 Vacation Accruals

Each eligible employee shall accrue vacation as follows:

Years of Continuous Service	Accrual Rate Per Month
First through fourth	6.667
Fifth through ninth	10.000
Tenth through fourteenth	13.334
Fifteenth	14.000
Sixteenth	14.667
Seventeenth	15.334
Eighteenth	16.000
Nineteenth and above	16.667

The maximum monthly accrual rate shall be 16.667 hours.

An employee, except a probationary employee, may be allowed to incur a forty (40) hour deficit beyond his/her accrued vacation.

11.3 Vacation Accumulation

An employee will be allowed to have an accumulation of no more than two (2) year's vacation accrual to his/her credit at any one time.

11.4 New Vacation Cap and Implementation

A. New Vacation Cap
Effective January 1, 2013, the vacation cap shall change to four hundred (400) hours. Thereafter, at any time an employee reaches four hundred (400) hours, the employee will cease accruing vacation until such time as the balance falls below the cap. After January 1, 2013, no employee will be allowed to accrue vacation hours above the cap. However, in the event an employee has requested to take vacation but been denied or there were other circumstances that prevented the employee from taking vacation, the employee may submit a written request to the City Manager, or designated Assistant City Manager, for special consideration to carry over vacation balances beyond four hundred (400) hours.

B. Implementation
Effective February 1, 2012, any vacation hours in excess of three hundred (300) will be placed in a separate vacation bank.

11.5 Separate Vacation Bank

Effective February 1, 2012, any accrued vacation in excess of three hundred (300) hours will be placed in a separate Vacation Bank for each affected employee. Employees shall be entitled to use or sell the hours in the Bank for vacation or for extended leave in the same manner as regular vacation hours. The hours shall be paid out at the pay rate of the employee when utilized.

11.6 Vacation Sell Back

Effective upon adoption of this Agreement, employees may request to sell back up to one hundred twenty (120) hours of accrued vacation in each calendar year. Employees may sell

accrued time in one (1) hour increments with a minimum of eight (8) hours on the first pay date on or after February 1st and on the first pay date on or after August 1st of each year.

Written requests for payment must be made by the employee fifteen days in advance of the first pay date in February and August.

11.7 Annual Vacation Sign Up Program

Annual vacation sign-ups will be based on eligibility and seniority and will follow the process, as set forth under the Seniority Shift Sign Up Program, attached as Exhibit C.

All annual vacations will be scheduled for at least four consecutive workdays. Consecutive workdays may be separated by scheduled days off (e.g., Wednesday and Thursday on vacation...Friday, Saturday and Sunday - scheduled days off... Monday and Tuesday on vacation).

Personnel who have signed up and have been approved for annual vacation will be required to take that time off. Changes will not be granted once annual vacations have been selected unless extenuating circumstances exist justifying such changes and subject to the Division Commander's approval.

Personnel who participate in the Annual Vacation Sign Up will be eligible to identify vacation selections on a seniority basis, but may only select up to two years accrued vacation time.

Requests for vacation outside the annual vacation sign up program will usually not be accepted any earlier than ninety (90) days in advance of the requested time off. The Division Manager will have 30 days in which to make a decision on the request. If the request is made less than 30 days prior to the requested date(s) off, the Division Manager will have a reasonable time in which to make the decision.

11. 8 Vacation Pay at Termination

Employees shall be paid for all accrued vacation leave earned prior to the effective date of termination. Such compensation for earned vacation shall be paid to the employee in one lump sum in a final check.

Section 12. Sick Leave

12.1 Sick Leave Accrual

Each full time employee shall earn sick leave at the rate of eight (8) hours for each month of service.

Employees may accumulate an unlimited number of sick leave hours; except, however, hours accumulated in excess of one thousand four hundred and forty (1440) may be used only to apply toward additional years of retirement service credit under the current PERS "Credit for Unused Sick Leave," Section 20862.8.

An employee may be allowed a sick leave deficit of twenty four (24) hours beyond that actually earned. Employees on leave of absence with pay in lieu of temporary disability payments

pursuant to Section 4850 of the Labor Code shall accumulate sick leave during said leave of absence, in accordance with the provisions of this section.

12.2 Sick Leave Usage

Sick leave with pay shall be granted to all probationary and permanent full time employees within the competitive service. Sick leave shall not be considered a right which an employee may use in his/her discretion but shall be allowed only as follows:

(1) In cases of necessity and actual personal sickness or disability of the employee.

(2) For medical and dental appointments of the employee or employee's immediate family, at the discretion of the immediate supervisor.

(3) For the care of or attendance upon the sickness or disability of members of his/her immediate family. A maximum of forty-eight (48) hours per year of sick leave may be used for this purpose. The immediate family shall consist of the spouse, domestic partner, children, children of a domestic partner, parents, or other individuals whose relationship to the employee is that of a dependent or near dependent.

This provision does not apply if the family sickness or disability occurs while the employee is on vacation leave.

In order to receive compensation while absent on sick leave the employee shall cause notification to his/her immediate supervisor or the Chief of Police prior to the time set for beginning his/her daily duties or as may be specified in Department Policy.

When an absence is more than two consecutive full or partial shifts, the employee may be required to file a physician's certificate or personal affidavit stating the cause of the absence; except, however, if the employee uses excessive sick leave and/or demonstrates a pattern of sick leave misuse, abuse, or falsification (i.e., using sick leave in conjunction with days off, vacation, holidays, or otherwise) the employee may be required to file the physician's statement or personal affidavit following an absence of a single work shift or otherwise comply with the City's Attendance Management Program. Any proposed changes to the City's current Attendance Management Program shall be negotiated with the PPOA.

12.3 Bereavement Leave

The parties agree that in the event of a death in the immediate family, employees may take two (2) days of City paid bereavement leave and may request to use up to an additional three (3) days of accrued sick leave for a total of five (5) days at the discretion of the Chief of Police, in the event of a death of an immediate member of his/her family. Bereavement Leave shall be tracked separately from Family Sick Leave as provided in 12.2 (3). Additionally, employees may utilize other paid leaves to extend bereavement leave, subject to approval of the Department.

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 his/her 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.

12.4 Catastrophic Leave

The Catastrophic Leave Policy attached as Exhibit D shall be extended to Association members.

Section 13. Leave of Absence

13.1 General Leave of Absence

Any regular or probationary employee may submit a written request for a general leave of absence up to a maximum of three (3) calendar months. Such written request shall be submitted to the Chief of Police and the Human Resources Manager and is subject to the sole and final approval of the City Manager. The written request must state the reasons for the leave. The Chief of Police may grant a regular or probationary employee a leave of absence without pay, for a period up to two (2) calendar weeks. Said leaves shall be reported to the Human Resources Manager.

During said leave, an employee shall not accrue vacation or sick leave benefits or be eligible for holidays, nor shall such time be considered as service time.

13.2 Extended Medical Leave

Any regular employee who is temporarily disabled from work due to a medical condition may, upon written request to the Department Head and the Personnel Director, be granted by the City Manager, a leave of absence without pay for a period not to exceed three (3) months beyond the exhaustion of any accrued sick and vacation leave, except as may be provided by law. Probationary employees may be eligible for leave as provided by law. All such leave, paid and unpaid, shall run concurrently with Family Medial Leave, California Family Rights Leave and Pregnancy Disability Leave in accordance with City Policy.

With a recommendation by the Chief of Police and approval by the Human Resources Manger, the City Manager may extend the leave for up to an additional thirty (30) days. In unusual circumstances involving catastrophic illness, the City Manager may, upon the recommendation of the Chief of Police and Human Resources Manger, extend a leave of absence without pay up to but not exceeding one year from the date of disability.

The term medical disability includes all temporary medical disabilities including pregnancy, childbirth and associated medical conditions.
Such request for medical leave will be considered only upon provision of a physician's statement in the same format utilized for Family Medical Leave (FMLA).

During extended medical leave, an employee shall not accrue vacation or sick leave benefits or be eligible for holidays, nor shall such time be considered as service time.

Any employee returning from extended medical leave shall be required to provide a physician's release to return to duty.

13.3 Jury Leave

Every employee of the City who is called or required to serve as a juror shall be entitled to leave from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. The employee shall be paid the difference between his/her full salary and any payment received by him/her, except travel pay, for such duty.

13.4 Leaves Resulting from Subpoena

Leave of absence with pay shall be granted to a person while going to and from court and answering a subpoena as a witness. The employee shall be paid the difference between his/her full salary and any payment received by him/her, except travel pay, for such duty. Employees shall notify the Division Commander or his/her designee, of such a subpoena as soon as feasible.

13.5 Military Leave

Military leave shall be granted in accordance with the provisions of State or Federal law.

13.6 Return from Leave

Upon the expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time the leave was granted. In the event the approved leave exceeds ninety (90) calendar days for medical leaves or thirty (30) calendar days for all other leaves, the employee may not be guaranteed his/her specific assignment or work schedule. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for discipline up to and including dismissal.

Section 14. Health and Welfare Coverage

14.1 Hospital and Medical - Active Employees

A. Contributions

The City will contribute a monthly amount for each employee no greater than the lowest cost HMO family rate offered. During the term of this agreement, the City shall offer Kaiser as a health plan option.

B. Plan Co-Pays

The health maintenance organization (HMO) medical plans co-pays shall be ten dollars ($10) for office visits. The prescription drug co-pays shall be ten dollars ($10) for generic, fifteen dollars ($15) for brand and thirty-five dollars ($35) for non-formulary (the Kaiser HMO provides for a two-tier prescription drug plan). The Point of Service (POS) medical plan co-pays shall be fifteen dollars ($15) for office visits. The prescription drug co-pays shall be ten dollars ($10) for generic, twenty-five ($25) for brand and thirty-five dollars ($35) for non-formulary.

C. Increases in Premiums

During the term of this agreement, the City will pay for any increase in the medical plan premiums up to a maximum of 15% of the lowest cost HMO family rate. The difference will be deducted from the employee's paycheck on a pre-tax basis.

In the event that the medical premium increase is less than 15%, the City's sole obligation is to pay the lower percentage increase.

D. Changes to Plan Designs

During the term of this Agreement, the City reserves the right to propose changes to the plan designs and co-pay structure in order to reduce costs to the City and employees. Changes to plan design shall be by mutual agreement.

14.2 Hospital and Medical - Retired Employees

A. Federal or State Legislation

Plan Design

The City reserves the right to meet and confer with the Association for the purposes of coordinating retired employees hospital and medical care in the event Federal or State legislation is implemented that effects retiree's medical insurance.

B. Benefits for Medicare Eligible Retirees

All retirees eligible for Medicare are required to apply for benefits when eligible to remain on the City's group health plans. Upon qualifying for and receiving parts A and B of Medicare, the City shall not be obligated to contribute a monthly amount in excess of the monthly premium for the Kaiser supplement to Medicare Health Plan through June 30, 2009. For employees who retire after July 1, 2009, the City shall not be obligated to contribute a monthly amount in excess of the monthly premium for the lowest cost HMO health plan supplement to Medicare as provided below.

C. Spousal Continuation of Benefits

In the event the employee is eligible for two-party coverage and the eligible employee is deceased, the amount the City is obligated to pay shall be reduced by 1/2 (one half). If the spouse remarries, the obligation by the City shall terminate.

D. Plan Design for Employees Who Retire Prior to July 1, 2009

See Side Letter.

E. Plan Design for Employees Who Retire On or After July 1, 2009

Employees who retire on or after July 1, 2009 will have the same benefit co-pays and plan design as provided to active employees.

F. Vesting Schedule for Employees Hired Before January 1, 2009

1. Service Retirement

For all employees who retire from service, the City shall pay for each year of service with the City of Pleasanton, four percent (4%) of the monthly premium for employee and one dependent of the City's lowest cost HMO health plan. Such monies may be utilized for City plans or for medical premiums for alternate plans selected by the retiree.

2. Disability Retirement

For all employees who retire with disability, the City shall pay a percentage of the monthly premium for employee and one dependent of the City's lowest cost HMO health plan coverage in accordance with the schedule set forth below:

Years of Service	City's Contribution
10	20%
11	25%
12	30%
13	35%
14	40%
15	45%
16	48%
17	51%
18	54%
19	57%
20	80%
21	84%
22	88%
23	92%
24	96%
25 + years of service	100%

3. City Contributions

Effective July 1st of each year of this agreement, the monthly contribution paid by the City shall be increased by the same dollar increase in medical insurance as is provided to active employees as set forth in Section 14.1 of this agreement up to the lowest cost HMO two-party rate.

G. Vesting Schedule for Employees Hired After January 1, 2009

1. Service Retirement

For all employees who are hired after January 1, 2009 and retire from service, the City shall provide the following benefit:

Employees who service retire prior to the completion of twenty years of full-time service shall receive four percent (4%) for each year of service of the single plan rate for the lowest cost HMO.

Employees who retire after the completion of twenty (20) years of full-time service will receive four percent (4%) for each year of service of the two-party rate for the lowest cost HMO.

Examples: completion of 19 years = 76% of the single plan rate for the lowest cost HMO and completion of 20 years = 80% of the two-party lowest cost HMO. Such monies may be utilized for City plans or for medical premiums for alternate plans selected by the retiree.

2. Disability Retirement

For all employees who are hired after January 1, 2009 and retire with disability, the City shall pay a percentage of the monthly premium of the City's lowest cost HMO health plan coverage in accordance with the schedule set forth below:

Years of Service	City's Contribution
10	20%
11	25%
12	30%
13	35%
14	40%
15	45%
16	48%
17	51%
18	54%
19	57%
20	80%
21	84%
22	88%
23	92%
24	96%
25 + years of service	100%

Employees who leave City service prior to the completion of twenty years of full-time service shall receive the above listed percentage of the single plan rate for the lowest cost HMO.

Employees who retire after the completion of twenty (20) years of full-time service will receive the above listed percentage of the two-party rate for the lowest cost HMO.

Examples: completion of 19 years = 57% of the single plan rate for the lowest cost HMO and completion of 20 years =80% of the two-party rate for the lowest cost HMO.

H. <u>Vesting Schedule for Employees Hired On or After January 1, 2012</u>

1. Service Retirement

For all employees who are hired on or after January 1, 2012 and retire from service, the City shall provide the following benefit:

Commencing upon the date of hire, the employee will be credited with four percent (4%) for each year of service of the single plan rate for the lowest cost HMO. Upon reaching Medicare eligibility age, the City's contribution toward the medical premium shall cease.

2. Disability Retirement

For all employees who are hired on or after January 1, 2012 and retire with disability, the City shall pay a percentage of the monthly premium of the single plan rate for the lowest cost HMO health plan coverage in accordance with the schedule set forth below until eligible for Medicare, at which time the contribution toward the medical premium shall cease:

Years of Service	City's Contribution
10	20%
11	25%
12	30%
13	35%
14	40%

Years of Service	City's Contribution
15	45%
16	48%
17	51%
18	54%
19	57%
20	80%
21	84%
22	88%
23	92%
24	96%
25 + years of service	100%

3. Retiree Health Savings Account

The Association and the City will meet within ninety (90) days after adoption of this agreement to review and select a Retiree Health Savings Plan (RHSA). The two plans to be reviewed are the PORAC plan and a plan offered through ICMA. For employees hired after on or January 1, 2012 and who have successfully passed probation, the City will contribute twenty-five dollars ($25) per pay period to the RHSA. Additionally, each employee eligible for the City contribution will have twenty-five dollars ($25) per pay period deducted pre-tax as an additional employee contribution toward the RHSA. The total pay period contribution to the RHSA will be fifty dollars ($50).

Employees have a vested right to the funds at the time of deposit. Funds deposited in the RHSA are portable and belong to the employee, regardless of length of service or reason for separation.

3. City Contributions

Effective July 1st of each year of this agreement, the monthly contribution paid by the City shall be increased by the same increase in medical insurance for the lowest cost HMO single or two-party rate as is provided to active employees as set forth in Section 14.1 of this agreement and as applicable under Sections 14.2 G.1, 14.2 G.2, 14.2 H.1 and 14.2 H.2 above.

14.3 Dental

The City shall contribute an amount necessary to provide dental care benefits for the individual employee and eligible dependents. The annual maximum will be $2000 per person per calendar year. Maximum orthodontia coverage shall be $2,000 lifetime allowance.

14.4 Vision

During the term of this Memorandum of Understanding, the City shall contribute the premium necessary for the VSP Vision Plan family coverage for health insurance participants who are not covered by Kaiser.

14.5 Long Term Disability

The City's maximum monthly long-term disability insurance premium contribution shall be twenty three dollars ($23.00). The City shall not be obligated to contribute an amount in excess of twenty-three dollars ($23.00) throughout the term of this agreement.

14.6 Life, Accidental Death and Dismemberment Insurance

The City shall contribute an amount necessary to provide $50,000 life and $50,000 accidental death and dismemberment insurance coverage for Association members. The monthly premium for such insurance coverage shall be paid by the City during the term of this agreement.

Section 15. Retirement

15.1 Payment of Employee Contribution to PERS

The City shall pay the employee's contribution to the Public Employees' Retirement System (PERS). The amount of said City payment shall equal but not exceed nine percent (9%) of the employee's compensation subject to retirement contributions. The City shall report as special compensation the dollar value of the City's payment of the employee's nine percent retirement contribution.

Effective the first full pay period in 2012 after ratification/ Council approval, employees will pay three percent (3%) of the Member Contribution. Effective the first full pay period in July 2012, employees will pay an additional three percent for a total of six percent (6%) of the Member Contribution and effective the first full pay period in July 2013, employees will pay an additional three percent for a total of nine percent (9%) of the Member Contribution. Employee contributions to the EPMC shall be made pre-tax in accordance with applicable law.

15.2 PERS Plan Options

The City's contract with PERS provides for the following options: Credit for Unused Sick Leave; 3% @50 Retirement Formula; Single Highest Year Option; and the PERS Military Buyback Provision.

Effective as soon as administratively feasible, the City will modify the formula to provide for the 3%@55 retirement formula with three highest year option for new employees hired on or after the resolution is adopted by the City Council.

Section 16. Uniforms

The City shall provide all necessary safety and protection clothing, as defined by the City Manager. The City shall provide one hundred percent (100%) of the initial purchase price of uniforms for those new employees required to wear a prescribed uniform. The quantity of mandatory uniforms for new employees will be determined by the City Manager and Chief of Police

16.1 Uniform Allowance

The annual uniform allowance of one thousand and fifty dollars ($1,050.00) shall be paid on the first pay day on or after March 1st of each year.

Effective March 1, 2012, the annual uniform allowance shall be one thousand two hundred dollars ($1,200.00).

Effective March 1, 2013, the annual uniform allowance shall be one thousand three hundred and fifty dollars ($1,350.00).

Effective March 1, 2014, the annual uniform allowance shall be one thousand five hundred dollars ($1,500.00).

Section 17. Educational Incentive Tuition and Book Reimbursement Program

17.1 Educational Incentive

All regular employees having reached Step E of their classification's pay range are eligible for educational incentive pay for possession of a college degree as specified below:

Classification	Eligible Degree	Incentive Pay
Police Officer	AA	2.5%
	BA/BS	5.0%
	MS/MA	5.0%
Police Sergeant	BS/BA	5.0%
	MS/MA	5.0%

The employee's degree must be awarded from a community college, college, or university accredited by one of the Association of Schools and Colleges (standardized list of Associations established by the Human Resources Department) and in a recognized academic or professional field as determined by the Chief of Police and Human Resources. The decision of the Chief of Police shall be final.

Incentive pay shall be a percentage of the monthly base salary. The maximum incentive pay an employee may receive is five percent. No incentive pay shall be awarded with a grade point average below "C". Should an employee be promoted to a position requiring the degree for which he/she is currently receiving incentive pay said incentive pay shall cease. Should an employee be promoted to a Sergeant, incentive pay for BA/BS or MA/MS shall be considered when placing an employee on the appropriate pay step.

To receive incentive pay an employee must submit a copy of his/her diploma, or letter from the college/university registrar attesting to the award of the degree and a complete official college/university transcript of courses and grades.

17.2 Tuition Reimbursement

Regular full time employees shall be eligible for reimbursement of tuition expenses for college or university courses successfully completed with a grade of "C" or better provided said courses have been approved in advance by the Chief of Police and the college/universities from which the courses are taken is accredited by one of the Association of Schools and Colleges on the standardized list of Associations established by the Human Resources Department.

Tuition is reimbursed in the amount up to, but not to exceed, the annual registration fees levied by California State University East Bay for internal degrees in effect at the time the employee enrolled in the course(s) for which the tuition reimbursement is requested. Eligible fees shall be limited to: University Fee; Student Body Fee; IRA (Instructional Related Activity) Fee; Facility Fee; University Union Fee; Health Services Fee and ID fee.

The maximum tuition and fee reimbursement an employee may receive per fiscal year shall not exceed the annual maximum levied by California State University East Bay for the four quarter academic year beginning with the proceeding fall quarter. Employees accepted and enrolled in an undergraduate program are eligible to receive reimbursement up to the full-time equivalent for undergraduate tuition and fees at CSU East Bay. Employees accepted and enrolled in a graduate program are eligible to receive reimbursement up to the full-time equivalent for graduate tuition and fees at CSU East Bay.

Requests for fee reimbursement are to be submitted at the completion of each quarter or semester during which the courses were completed. Official receipt verifying the tuition charges, the tuition paid, and a transcript of grades shall accompany reimbursement request. Upon request by the City, the employee shall provide an "official" transcript" of grades earned.

17.3 Book Reimbursement

Regular full time employees may be reimbursed for books required for college/university courses approved by the Chief of Police and successfully completed with a grade of "C" or better. Upon reimbursement, the books shall become the property of the City. The maximum reimbursement for books an employee may receive shall not exceed $300.00 per fiscal year. To be reimbursed, the employee must submit a receipt from the college or university for the book purchase and an official transcript of grades.

Section 18. Probationary Period

18.1 Length of Probationary Period

All original appointments shall be tentative and subject to a probationary period of eighteen (18) months actual service. All appointments as a result of lateral transfers or re-employment shall be tentative and subject to a probationary period of twelve (12) months of actual service. All promotional appointments to the position of Police Officer shall be tentative and subject to a probationary period of eighteen (18) months of actual service. All promotional appointments to the classification of Police Sergeant shall be tentative and subject to a probationary period of twelve (12) months actual service. The City Council may by resolution establish a longer probationary period for specified classes.

18.2 Notification Requirements

A probationary employee and his/her department shall be notified by the Human Resources Department of the expiration of the employee's probationary period forty-five (45) days in advance of said date.

Within twenty-one (21) days prior to the expiration date of the probationary period, the Chief of Police shall file with the Human Resources Manager a statement as to whether or not the probationary employee shall be retained in the position.

In order that the probationary employee may be made aware of his/her progress toward both learning and fulfilling the duties and responsibilities of his/her position, he/she shall receive a bi-monthly performance evaluation.

The bi-monthly performance evaluations shall be made in writing and shall be conducted by the employee's immediate supervisor and division commander.

If a probationary employee is off work due to a leave of absence, sick leave or disability leave or any combination thereof for a period exceeding thirty (30) consecutive calendar days, said employee's probationary period shall be extended automatically by the length of said leave. The employee shall be notified in writing of any extension.

18.3 Extension of Probationary Period

The probationary period may be extended once by the Personnel Officer for a period not to exceed ninety (90) days in order to further evaluate the performance of the probationary employee. The employee shall be notified in writing of any extension.

18.4 Rejection of Probationary Employee - Original Appointment

The City Manager may terminate a probationary employee during the probationary period upon written notice without right of appeal in any manner by the probationary employee. Any such employee shall receive fifteen (15) calendar days pay.

18.5 Rejection of Probationary Employee - Promotional Appointment

Any employee rejected during the probationary period following a promotional appointment or at the conclusion of the probation period shall be reinstated to a position in the class from which he/she was promoted.

Section 19. Promotion

Promotional or open-promotional examinations may be conducted whenever in the opinion of the Personnel Officer (City Manager) the needs of the service require. Only employees who meet the requirements set forth in the examination announcements may compete in promotional examinations.

Insofar as consistent with the best interests of the service all vacancies in the competitive service shall be filled by promotion from within the competitive service after a promotional examination has been given and a promotional list established.

Upon completion of all promotional testing, the names of the persons having the highest three (3) scores on the eligibility list shall be submitted to the Chief of Police for his/her consideration. Should an eligibility list be established based upon the banding of test scores, the names of persons on the list shall be submitted by band to the Chief of Police for his/her consideration.

If, in the opinion of the Personnel Officer (City Manager), a vacancy in the position could be filled better by an open-competitive examination instead of promotional examination, he/she shall arrange an open-competitive employment list.

Section 20. Transfer

An employee may be transferred by the Appointing Authority to a comparable position. For purposes of this section a comparable position is one with the same maximum salary, involving the performance of similar duties and requiring substantially the same minimum qualifications.

If the transfer involves a change from one department to another both department heads must consent thereto unless the City Manager orders the transfer for purposes of economy and efficiency.

Section 21. Resignation, Reinstatement, and Layoff

21.1 Voluntary Resignation

An employee may resign in good standing by submitting to the Personnel Officer (City Manager) a written resignation stating the reasons therefore and effective date thereof at least two (2) weeks prior thereto.

A statement as to the resigned employee's performance shall be forwarded to the Personnel Officer (City Manager) by the Chief of Police.

21.2 Reinstatement

With the approval of the Personnel Officer (City Manager), a permanent or probationary employee who has resigned in good standing may be reinstated within two (2) years of the effective date of resignation, to a vacant position in the same or comparable class. Upon reinstatement, the employee, for all purposes, shall be considered as though he/she had received a new appointment.

21.3 Layoff

The Chief of Police, with the approval of the City Manger, may layoff an employee in the competitive service because of material changes in duties, organization or shortage of work or funds.

The employee in the classification in which the Chief of Police, with the approval of the City Manger, is laying off who has the least length of total continuous service in the classification shall be laid off first. Should additional layoffs become necessary the seniority of employees having previously changed classifications through displacement shall include their years of service in higher sworn paying classifications. The employee shall be notified of his/her layoff in writing together with the reasons therefore.

Employees scheduled to be laid off may, however, displace the least senior employee in the next lower paying classification of like work who has less seniority.

Employees laid off or who through displacement have changed classification shall have their names placed upon a re-employment list in seniority order. The employee with the highest seniority on a re-employment list for a particular classification when a vacancy exists in the classification shall be offered the appointment. No name shall be carried on a re-employment list for a period longer than (1) year from the date of layoff from City service or change of classification through displacement.

Section 22. Discipline

22.1 Disciplinary Action

The continued employment of every employee shall be predicated upon good behavior and rendering of efficient service. An employee is subject to disciplinary action and may be discharged, reduced in pay, suspended, or demoted for cause, and such disciplinary action shall be subject to appeal as set forth in Section 23. Any employee discharged, reduced in pay, suspended or demoted for cause shall be furnished the reason for his/her discharge, and the period of duration in writing.

An employee on disciplinary suspension for more than thirty (30) calendar days shall receive prorated benefits for the time not in paid status.

22.2 Causes for Dismissal, Suspension or Demotion

The following, among others, are causes which, if shown to the satisfaction of the City Manager to be related to work performance, are sufficient for disciplinary action:

(1) Absence without leave, or failure to report to work after a leave of absence has expired, or after such leave of absence has been disapproved or revoked.

(2) Conviction of a criminal offense. Conviction shall mean a termination of criminal proceedings adverse to the employee upon a verdict, by plea of guilty, upon a judgment against the employee, or upon a plea of nolo contendere, without regard to subsequent disposition of the case by suspension of sentence, probation, or otherwise.

(3) Repeated or excessive garnishments.

(4) Permanent or chronic physical or mental disability which incapacitates him/her for the proper performance of his/her duties.

(5) Abuse of sick leave.

(6) Incompetence. Incompetence shall mean want of ability suitable to the work, either as regards natural qualities or experience or deficiency of disposition to use one's ability and experience properly.

(7) Through willful misconduct, causing damage to public property or waste of public supplies.

(8) Being, or having been at the time of employment, subject to any of the disqualifications described in the City Personnel Rules, and having willfully concealed or misrepresented facts in his/her application for employment.

(9) Insubordination. Insubordination shall mean that the employee, having then the ability to do a reasonable act which he/she is directed to do by any officer or employee of the City with authority to direct his/her activities on the job, willfully fails or neglects to perform the directed act.

(10) Disrespectful or discourteous conduct toward a City officer or official, another employee, or a member of the public.

(11) Willful violation of any of the provisions of the City Ordinances, Resolutions, or department policy relating to the conduct of City officers and employees.

(12) Failure to submit to a special medical examination in accordance with Section 24 of this Memorandum of Understanding or failure to appear at the designated time and place for such examination or failure to sign authorizations and/or waivers as required by the provisions of the City Personnel Rules.

(13) Violation of CORI Regulations.

(14) Dishonesty.

(15) Frequent or excessive tardiness, or absence from work.

(16) Use of City equipment, supplies or identification (e.g., badges) for any reason other than for official City business.

Section 23. Grievances

23.1 A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Grievances shall be processed in the following manner:

23.2 (1) Within thirty (30) calendar days after the occurrence of an event giving rise to a grievance, an employee may request in writing to discuss the grievance with such management official in the department as the Chief of Police may designate.

(2) If the grievance remains unresolved, the written grievance may be filed with the Chief of Police who shall investigate the grievance and render a decision within fourteen (14) calendar days from the date the grievance is received.

(3) Within fourteen (14) calendar days from receipt of the Chief of Police's decision in Step 2 above, the employee or official of the Association may notify the City Manager in writing that a grievance exists, stating the particulars of the grievance, citing the specific section

of this Memorandum of Understanding he/she believes to have been violated, and, if possible, the nature of the determination desired. The City Manager shall have fourteen (14) days in which to consider the grievance and render a decision. No grievance may be processed under paragraph (4) below which has not first been filed and investigated in accordance with this paragraph (3).

(4) The Association may appeal the decision of the City Manager by requesting that the grievance be referred to an impartial arbitrator. The Association's decision to refer the grievance to arbitration shall be made within fourteen (14) days of the notification of the city manager's decision.

The arbitrator shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and court reporter shall be shared equally between the City and the Association. Each party, however, shall bear the cost of it's own presentation, including preparation and post hearing briefs, if any.

An employee may proceed to arbitration only in grievances involving discipline and only if the Association elects not to represent the employee in the grievance. The arbitrator shall be selected by mutual agreement between the employee and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the employee and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(5) Decisions of the arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law or the terms of this Agreement.

23.3 The time limits previously set forth shall be considered maximums and every effort shall be made to expedite the process. The limits specified may, however, be extended by mutual agreement of the parties.

23.4 No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in subsection 23.1.

23.5 Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreement or addenda supplementary hereto or to establish any new terms or conditions of employment.

23.6 No grievance involving demotion, reduction in pay, suspension, dismissal of an employee will be entertained unless it is filed in writing with the City Manager within seven (7) working days of the time at which the affected employee was notified of such action.

23.7 If the City Manager in pursuance of the procedures outlined in subsection 23.2(3) above, resolves the grievance which involves suspension or discharge, he/she may agree to payment for lost time or to reinstate with or without payment for lost time.

23.8 Complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.

23.9 No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceeding hereunder) will be recognized unless agreed to by the City Manager and the Association.

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

23.11 (1) The provisions of this Section shall not abridge any right to which an employee may be entitled under the City Ordinance and resolutions, nor shall it be administered in a manner which would abrogate any power which may be within the sole province and discretion of the City Council.

(2) All grievance of employees in representation units represented by the Association shall be processed under this section.

Section 24. Medical Examination

In the event the department head or City Manager determines there is a necessity for a medical examination, an employee shall submit to such medical examination at any time during such employee's employment. Such examination shall be given by a physician selected by the City and the full cost of such medical examination shall be borne by the City as shall any additional medical examinations required by the City.

Should the employee disagree with the medical opinion of the physician selected by the City, the employee may consult with his/her own physician and, if his/her private physician's report conflicts with that of the City's physician in terms of ability to work at the employee's regular job, then the employee may request a medical evaluation through a third physician mutually agreed upon by the employee and the City. The cost for such examination will be equally shared by the City and the employee and the decision of this third physician concerning the continuing ability of the employee to perform his/her work shall be the basis for returning the employee to his/her regular work.

The above procedures shall be utilized for psychological examinations and evaluations of employees except that the employee shall be notified of the reason for the examination. Should

a psychological examination or evaluation report be prepared, such document shall be kept confidential according to the requirements of the state law.

Section 25. Outside Employment

Employees who plan to participate in any gainful occupation other than City service during off-duty time must secure written permission to do so from the Chief of Police. The City retains the right to refuse permission to any employee for such outside employment whenever it appears to the City that such outside employment would materially interfere with the proper performance of the City's service for which the employee has been hired, or that such outside employment may place the employee in a position of conflict with the City.

In the event of illness or injury incurred by members so employed or arising out of such employment, the City will in no way be responsible for compensation or any other benefits.

Use of City equipment or City identification by signs, insignia, or dress is permitted only while working for the City.

No employee shall solicit outside employment while on duty for the City nor use his City position as an aid or leverage to gain outside employment.

Section 26. 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 provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Section 27. Printing of Memorandum of Understanding

The City shall print one hundred fifty (150) copies of this Memorandum of Understanding in booklet form including a table of contents. The City and the Association shall share the cost of the printing. The Association shall assume responsibility of distributing copies to represented employees.

Section 28. Miscellaneous

28.1 Americans with Disabilities Act

The City and the Association recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement the City contemplates action to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provisions of this Memorandum of Understanding, the Association will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the City.

28.2 Seniority Shift Sign Up

See Exhibit C attached.

28.3 Hours of Work

4/10 Schedule

The four-10 work schedule will apply to officers and sergeants covered by this Agreement. However, it is understood and agreed that the Department may propose alternative schedules during the term of this Agreement. Changes shall be by mutual agreement. Officers and sergeants will work four 10 hour shifts each week, then take three consecutive days off. Exceptions to the 4/10 schedule may be made for individual assignments. At such time that an exception to the 4/10 is being considered, the Department shall notify the POA and shall meet upon request to discuss the details of the scheduling change.

Conditions

1. An employee's schedule may be suspended and replaced by a "Five-8" work schedule in case of formalized training courses, military leave, and modified duty occurring in any portion of one or more pay periods.

2. The Chief of Police reserves the right to temporarily change work assignment, times and scheduled days off to accommodate for training, transfers, promotions, injuries, workload, emergencies, termination and for those employees placed on Performance Improvement Plans. If such a change is necessary every effort will be made so as to only affect other Officers in order of reverse seniority. Absent exigent circumstances the Department will provide direct notice to the employee at least 72 hours prior to the change. In the event the Department fails to give an employee at least seventy-two (72) hours prior notice of a shift change, the employee will be paid two (2) hours at time and one-half in addition to all scheduled hours (at the regular rate) for the adjusted shift. It is understood that notice is not required for scheduled or emergency overtime as that is not considered a shift adjustment.

3. The starting and ending time of work shifts will remain a management prerogative. Once established, they may be changed after notice to the Association and upon request, meeting and conferring with the Association regarding the impact of the change in hours.
4. Any leave will be handled on the basis of the hours taken. Absence on a ten hour day will require 10-hours leave. Absence on a nine hour day will require 9-hours leave. Absence on an eight hour day will require 8-hours leave.

Section 29. Past Practices and Existing Memorandum of Understanding

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

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

29.3 This Memorandum of Understanding represents a complete and final understanding and agreement on all issues negotiated between the City representatives and the Association's representatives.

Made and entered into this 20th day of June 2012.

Pleasanton Police Officers' Association

By:

Rockne A. Lucia, Jr.

Dave Batoy

Mike Collins

Jeff Grave

Mark Gwin

Bob Leong

Tim Martens

City of Pleasanton

By:

Nelson Fialho

Julie Yuan-Miu

Debra Gill

Eric Finn

Exhibit A

SALARY SCHEDULE

POLICE OFFICERS' ASSOC SALARY SCHEDULE EFFECTIVE JUNE 1, 2011

POSITION	BASIS	A	B	C	D	E
POLICE OFFICER	MONTHLY	6576	6906	7251	7613	7994
	BI-WEEKLY	3035.20	3187.20	3346.40	3513.60	3689.60
	HOURLY	37.94	39.84	41.83	43.92	46.12
POLICE SERGEANT	MONTHLY	7814	8204	8615	9045	9497
	BI-WEEKLY	3606.40	3786.40	3976.00	4174.40	4383.20
	HOURLY	45.08	47.33	49.70	52.18	54.79

EXHIBIT B

ANNUAL VACATION SIGN UP AND SHIFT/ASSIGNMENT BID

Annual Vacation Sign-Up Program

Number of Personnel Allowed Off

1. No more than one Traffic Officer will be granted vacation during any given time.

2. No more than one sergeant from the combination of the CIU, SIU and YCSU will be granted annual vacation during any given time.

3. No more than one sergeant or one officer from PSU will be granted vacation during any given time.

4. No more than two officers assigned to CIU and SIU will be granted vacation during any given time.

5. No more than two officers from YCSU will be granted vacation during any given time.
   a. No more than one DARE officer will be granted vacation time during a week when school is in session.
   b. No more than on SRO will be granted vacation time during a week when school is in session.

6. Any Officer assigned to YCSU who signs up for annual vacation during the non-academic school year (Summer) shall be guaranteed their approved annual vacation regardless of any transfer to another Division/other Unit during that calendar year.

7. No more than one patrol sergeant shall be granted vacation during any given time.

8. No more than two patrol officers from each watch shall be granted vacation at any given time.

9. The Division Commander may approve a one-day overlap, which will allow three patrol officers on the same watch to be on vacation for that single day.

EXHIBIT C

SENIORITY SHIFT SIGN UP PROGRAM

The Operations Division will implement the Seniority Shift Sign-Up Program for work schedule selections (watch and days off) using the following criteria:

Eligibility

1. The program will be available to non-probationary sergeants and officers who are assigned, or who will be assigned, to the Operations Division as of the first pay period of the calendar year.

2. Officers or sergeants who have been, or are expected to be, off duty for more than eight regularly scheduled shifts due to an injury or illness at the time to which he/she has been assigned to select a work schedule (and vacation) will not be allowed to participate in the sign-up program unless he/she provides a doctor's verification, in a form acceptable to the Division Commander, stating that the employee will be released for full duty within 30 days after the first pay period of the calendar year.

Seniority

1. Sergeants' seniority will be based on date of promotion. If more than one sergeant were promoted on the same date, seniority will be determined by the individual's position on the sergeant's promotional list. If more than one sergeant were promoted on the same date from a banded list, the Chief of Police shall determine seniority.

2. Officers' seniority will be based on their date of hire as a police officer. If more than one officer was hired on the same date, seniority will be determined by the individual's position on the hiring list. If officers are hired on the same date, but from a banded list or from different lists, seniority will be determined in the following manner:

    a. Lateral Officers will have seniority over academy graduate officers and entry-level officers. If more than one lateral officer is hired on the same date, seniority will be determined by the officer's tenure as a peace officer.
    b. Academy graduate officers will have seniority over entry-level officers.
    c. If seniority cannot be determined in any other manner, seniority will be determined by the drawing of names.

3. If any person holding a rank higher than officer is returned to the rank of officer, either voluntarily or following a disciplinary action, that individual's seniority will be based on his/her original date of hire.

4. If any person holding a rank higher than sergeant is returned to the rank of sergeant, either voluntarily or following a disciplinary action, that individual's seniority will be based on his/her original date of promotion to sergeant.

5. Should an officer or sergeant be re-instated following termination, due to the decision of an arbitrator or a court, the individual's seniority will be determined as if the individual had not been terminated.

6. Should an officer's or sergeant's employment be terminated and the individual later re-hired, seniority will be based solely upon the date of re-hire.

Process

1. In order to facilitate the timely completion of the seniority sign-up program for Operations Division personnel, two weeks prior to the beginning of the process the Operations Division Commander will cause a notice to be posted. The notice will contain the beginning and ending dates of the sign-up process and the blocks of time allocated to all concerned personnel, as described in this memorandum of understanding.

2. Officers will sign-up for two six-month work schedules on or around September 15th, but no later than October 14th.

3. Sergeants will sign-up for two six-month work schedules on October 15th, but no later than October 25th.

4. The target date for posting the finalized schedule will be the first week of November.

5. The work schedule will go into effect at the start of the first pay period in January and July of each year.

6. Participating personnel will be assigned a specific block of time during which he/she may select watch and days off.

7. The assigned sign-up times will be no less than two (2) hours between employees.

8. In the event an employee fails to sign-up during his/her two (2) hour block, he/she may only sign-up following the completion of sign-ups on their scheduled date, between the hours of 2200 and 0600. Should the employee fail to sign-up at that time, he/she may sign-up following the completion of the sign-up process for a subsequent day, but again only between the hours of 2200 and 0600. Those failing to sign-up will be subject to assignment at the discretion of the Operations Division Commander.

9. No sign-up blocks will be assigned between 2201 hours and 0559 hours.

10. Once the process is completed, should any of the scenarios set forth in numbers 3 through 6 under Seniority occur, those individuals will not be allowed to sign up for work or vacation schedules until the next annual process.

11. Implementation of the seniority sign-up program will be the responsibility of the Operations Division Commander. The PPOA Board of Directors will assist the Operations Division Commander in the facilitation of the seniority sign-up program.

Special Consideration

1. Canine officers will be included in the program. One canine officer must be assigned to each watch, when practical. Due to the limited number of officers assigned to this special assignment and the need for handler and canine experience, movement among watches is mandatory and canine officers may not stay on the same watch for longer than one year. Failure to show movement will be grounds for the Chief of Police to deny one or more of those officers' watch preferences and for the Chief of Police to make the watch assignments.

2. Trading work schedules (watch and days off) will not be allowed once the individual has made his/her selection.

3. When transfers occur from a special assignment, the individual transferred from the special assignment will assume the schedule, watch and days off of the individual who has been assigned the special assignment.

4. In cases when sergeants and officers make their shift selection during times when they are not scheduled to work they will not be compensated for that time.

Exhibit D

CATASTROPHIC LEAVE POLICY

PURPOSE

The catastrophic leave program permits employees to donate hours of sick leave, vacation leave or compensatory time for the purpose of providing eligible employees, upon approval, additional hours of paid leave.

CATASTROPHIC ILLNESS OR INJURY

A catastrophic illness or injury is a major medical condition that disables the employee form working for a protracted period of time.

ELIGIBLE EMPLOYEE

An employee who because of a catastrophic illness or injury has exhausted his/her accrued sick leave, vacation leave, compensatory time, and:

1. Is ineligible for any city disability income benefits; and

2. Has an acceptable sick leave record as determined by the sick leave administrative committee upon the recommendation of the employee's department head.

DONATING SICK LEAVE

Employees may donate sick leave, vacation leave or compensatory time to an eligible employee approved for catastrophic leave upon completion of the necessary form. Donations of sick leave once made are irrevocable.

REQUESTING/APPROVING CATASTROPHIC LEAVE

Requests for catastrophic leave must be in writing and be accompanied by a physician's certificate attesting to the catastrophic illness or injury.

ADMINISTRATION

The catastrophic leave shall be administered by a committee comprised of two representatives designated by the POA and two representatives designated by the city manager. The committee shall be responsible for reviewing requests for catastrophic leave and determining the requesting employee's eligibility for such leave. The committee shall recommend to the city manager if the request should be approved, the number of catastrophic leave hours to be granted, and under what conditions. The city manager's decision regarding the request shall be final. *(NOTE: Per IRS rules and regulations, all donations received by eligible employees are subject to regular payroll tax deductions.)*

Exhibit E

POA SURVEY AGENCIES

Antioch
Concord
Fremont
Hayward
Livermore
Milpitas
San Leandro
Union City
Walnut Creek

Side Letter of Agreement #1

CITY-WIDE HEALTH BENEFITS COMMITTEE

During the term of this Agreement, the City shall convene a City-wide Health Benefits Committee with representatives from the PPOA and other Employee organizations as well as management and unrepresented employees.

The purpose of the Health Benefits Committee is to provide an opportunity for education, exchange of information and input from all organizations regarding benefit design. The committee will review annual plan design changes (if any) mandated by law or the carrier. The committee will be encouraged to make recommendations but this structure shall not substitute for the meet and confer process and the Health Benefits Committee shall not be empowered to make determinations regarding MOU benefits.

The Committee will meet at least annually to review premium renewals, employee enrollment, utilization information, plan design options, cost savings measures and results of the City's efforts to secure alternate carrier bids for service for consideration.

Pleasanton Police Officers' Association

By: _____

City of Pleasanton

By: _____

Side Letter of Agreement #2

PLAN DESIGN FOR EMPLOYEES WHO RETIRE PRIOR TO JULY 1, 2009

Hospital and Medical - Retired Employees

Effective March 1, 1990, for all employees who retire for service after March 1, 1990 the City shall pay for each year of service with the City of Pleasanton, four percent (4%) of the monthly premium for employee and one dependent of the City's current Kaiser S-1 Health Plan coverage. Effective March 1, 1990 for all employees who retire for disability after March 1, 1990, the City shall pay a percentage of the monthly premium for employee and one dependent of the City's current Kaiser S-1 Health Plan coverage in accordance with the schedule set forth below:

Years of Service	City's Contribution
10	20%
11	25%
12	30%
13	35%
14	40%
15	45%
16	48%
17	51%
18	54%
19	57%
20	80%
21	84%
22	88%
23	92%
24	96%
25 + years of service	100%

Upon qualifying for and receiving parts A and B of Medicare, the City shall not be obligated to contribute a monthly amount in excess of the monthly premium for the Kaiser S-1 supplement to Medicare health plan for employee and one dependent. In the case where the eligible employee is deceased the amount the City is obligated to pay shall be reduced by 1/2 (one half). If the spouse remarries, the obligation by the City shall terminate.

The City reserves the right to meet and confer with the Association for the purposes of coordinating retired employees hospital and medical care in the event Federal or State legislation is implemented that effects retiree's medical insurance.

Pleasanton Police Officers' Association

By: _____

City of Pleasanton

By: _____

Side Letter of Agreement #3

EXTRA DAYS OFF IMPLEMENTATION FOR 2012

The City and PPOA have met and agreed upon the following implementation guidelines for scheduling Extra Days Off in 2012.

1. Members who participated in the seniority vacation sign-up process in October 2011 and signed-up for at least 80 hours of vacation will have their first 80 hours of vacation granted by utilizing their Personal Time Off (PTO) leave bank.

2. For those members who did not select at least 80 hours of vacation leave during the sign-up process in October 2011, the department will facilitate a PTO seniority sign-up process after the week of February 7, 2012.

3. Members of the Department who are currently on probationary status will be allowed to participate in this sign-up process.

Date _____

For the Association

_____

For the City

_____