

MEMORANDUM OF UNDERSTANDING
BETWEEN
**CITY OF FOSTER CITY/
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**
AND
THE FOSTER CITY POLICE OFFICERS ASSOCIATION

Effective July 1, 2023 to June 30, 2026

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT
AND THE FOSTER CITY POLICE OFFICERS ASSOCIATION**

**EFFECTIVE JULY 1, 2023
EXPIRES JUNE 30, 2026**

This Memorandum of Understanding is entered into by the City of Foster City/Estero Municipal Improvement District (hereinafter referred to as the City/District) and the Foster City Police Officers Association (hereinafter referred to as the Organization FCPOA and/or POA) pursuant to and subject to Section 3500 et. Seq. Of the Government Code of the State of California. The City/District acknowledges that the Foster City Police Officers Association is the recognized employee organization which, within the scope of representation, represents the bargaining unit consisting of all permanent full-time employees in the classifications listed in Appendix A - Recognition below. Hereinafter "Employees" shall mean employees serving in classifications assigned to the Foster City Police Officers Association bargaining unit as defined above.

The staff representatives of the City/District (hereinafter referred to as Management) and the representatives of the Organization have met and conferred in good faith and have agreed to the adjustments to wages, hours and other terms and conditions of employment for the above described bargaining unit. The Organization agrees to recommend favorably to its members the adjustments set forth herein, and Management agrees to recommend to the Council/Board in the manner and procedure prescribed by law. By their signatures, the representatives of both parties attest to agreement on the adjustments set forth herein.

**ARTICLE I
WAGES AND COMPENSATION**

Section 1 – Wages

- 1.1 Effective June 30, 2023, wages for all bargaining unit classifications represented by the FCPOA shall be as set forth in Attachment A.
- 1.2 Effective July 1, 2023, an across the board increase to base salary for all bargaining unit classifications shall be equal to a percentage movement of the SF--Oakland-Hayward, CA CPI-U April 2022 to April 2023 (Urban) with a minimum of three percent (3.0%) and a maximum of five percent (5.0%).

Effective July 1, 2024, an across the board increase to base salary for all bargaining unit classifications shall be equal to a percentage movement of the SF--Oakland-Hayward, CA CPI-U April 2023 to April 2024 (Urban) with a minimum of three percent (3.0%) and a maximum of five percent (5.0%).

Effective July 1, 2025, an across the board increase to base salary for all bargaining unit classifications shall be equal to a percentage movement of the SF--Oakland-Hayward, CA CPI-U April 2024 to April 2025 (Urban) with a minimum of three percent (3.0%) and a maximum of five percent (5.0%).
- 1.3 Employees PERS contributions shall be administered in accordance with Internal Revenue Code Section 414(h)(2).
- 1.4 The City/District shall contract with the Public Employees Retirement System (PERS) to provide the Fourth Level of 1959 Survivor Benefits (Section 21382.4). For Employees hired

before January 1, 2013, the City/District shall continue to contract with PERS to provide the Military Service Credit.

- 1.5 The City/District shall contract with the Public Employees Retirement System (PERS) to provide the improved non-disability retirement option (Section 21427) for the Sworn employees.
- 1.6 The City/District contracted with PERS to provide the enhanced Public Safety benefit formula 3% @ 50 (Section 21362.2) effective July 1, 2002. All sworn employees hired on or before December 31, 2011 will continue to be afforded the 3%@50 retirement benefit formula. Effective January 1, 2012, the City will no longer offer 3%@50 benefit formula. All sworn employees hired on or after January 1, 2012 will be afforded a 2%@50 retirement benefit formula. Effective January 1, 2013, the Public Employees' Pension Reform Act (PEPRA) requires new Safety Employees to enroll in the 2.7%@57 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This new retirement tier applies only to a new member. A new member is (a) someone who has never been in P.E.R.S or a reciprocal retirement system or (b) someone previously in P.E.R.S or a reciprocal retirement system, but who has a gap of at least six (6) months since being covered by any of those pension systems. PERS refers to Employees hired before January 1, 2013 as classic members.

The Police/Fire Dispatchers, Lead Dispatcher and Dispatch Supervisor classifications shall receive the 2.7%@ 55 retirement plan for miscellaneous employees. Effective January 1, 2013, the City/District no longer offered the 2.7%@55 retirement benefit formula to new Employees. All miscellaneous Employees hired on or before December 31, 2012 will continue to be afforded the 2.7%@55 retirement benefit formula. Effective January 1, 2013, the Public Employees' Pension Reform Act (PEPRA) requires new miscellaneous Employees to enroll in the 2%@62 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This new retirement tier applies only to a new member. A new member is (a) someone who has never been in PERS or a reciprocal retirement system or (b) someone previously in PERS or a reciprocal retirement system, but who has a gap of at least six (6) months since being covered by any of those pension systems. PERS refers to Employees hired before January 1, 2013 as classic members.

- 1.7 The parties agree that Classic Employees will pay/contribute 0.5% of base pay toward the Employer's PERS contribution rate.
- 1.8 The above listed wages include \$13.00 per month of PERSable income in lieu of providing an LTD insurance program for FCPOA sworn members.

Section 2 – Educational Incentive Pay

Employees employed as Sworn Peace Officers and Dispatchers in the City/District shall be eligible for monthly educational incentive pay in addition to their monthly base pay for meeting the qualifications listed below. Promotional probation is exempted and no loss of incentive pay shall result from promotion within City/District service. Pay shall commence upon approval of a request for incentive pay. Pay will not be retroactive to date of eligibility.

\$325	Bachelor's Degree <u>OR</u> Intermediate POST Certificate Sworn Peace Officer
\$500	Master's Degree <u>OR</u> Advanced POST Certificate Sworn Peace Officer
\$100	Basic POST Certificate Dispatcher
\$200	Intermediate POST Certificate Dispatcher
\$300	Advanced POST Certificate Dispatcher

Effective July 1, 2024 the above amounts for Sworn Peace Officer will be deleted and the following schedule will apply.

Possession of a Bachelor's Degree OR P.O.S.T. Intermediate Certificate shall qualify a Sworn Peace Officer for three and one-half percent (3.5%) of his or her basic salary.

Possession of a Master's Degree or P.O.S.T. Advanced Certificate shall qualify a Sworn Peace Officer for seven percent (7%) of his or her basic salary.

Section 3 – Special Assignment Pay

- 3.1 Motorcycles – Sworn Peace Officers with the rank of Police Officer officially assigned by the Chief of Police as a Motorcycle Officer shall be compensated by an additional \$275 per month above base pay for the period during which the duties of the special assignment are being performed.
- 3.2 Field Training Officer – Sworn Peace Officers with the rank of Police Officer temporarily assigned Field Training Officer duties shall be compensated at the rate of \$2.00 per hour above base pay for those hours worked as a Field Training Officer when actively engaged in training a recruit officer.
- 3.3 Canine Handler – Any Sworn Peace Officer officially assigned by the Chief of Police as a canine handler shall receive a canine handler allowance of \$275 per month above base pay for the care, feeding, and basic obedience training of the canine occurring during off-duty hours.
- 3.4 Bilingual Pay – Employees officially assigned by the Chief of Police to provide Bi-Lingual services shall receive Bi-Lingual pay in the amount of 5.00% per month above base pay. Employees will be assigned upon successful completion of a certification process as determined by the Chief of Police. Certification shall be obtained at a fluency level not less than “conversational.” Non-English languages which are eligible for Bi-Lingual pay shall be established at the discretion of the Chief of Police and based upon US Census or other reliable demographic statistics for ethnic groups representing no less than 5% of the population of Foster City.
- 3.5 Dispatcher Special Training Assignment Pay - Police/Fire Dispatchers temporarily assigned to perform dispatch training for dispatchers shall be compensated at the rate of \$2.00 per hour above base pay for those hours worked.
- 3.6 Night Shift Differential – Effective July 1, 2001, there shall be a \$1.10 per hour shift differential as follows: For the Dispatch Supervisor, Lead Police Dispatcher or Police/Fire Dispatchers who work a minimum of four (4) hours between 5:00 p.m. and 7:00 a.m.

Section 4 – Court Time Pay

- 4.1 Employees subpoenaed to court as an Officer of the City/District during off-duty hours shall receive a minimum of four (4) hours of overtime pay provided that the time of the court appearance does not fall within one hour prior to the commencement of his/her scheduled shift in which case the Sworn Peace Officer shall receive two (2) hours of overtime pay. In the event that the time of court appearance falls within less than one hour after the end of his/her scheduled shift, the Sworn Peace Officer shall receive a minimum of two (2) hours of overtime pay. One hour of the minimum pay is in recognition of personnel using their personal vehicle for transportation to and from court. In the event that the employee uses a City vehicle, which may only be granted by Watch Commander approval, the officer shall receive three hours for non-concurrent appearances. Dispatch Supervisor, Lead Police Dispatcher and Police/Fire Dispatcher subpoenaed to court in their capacity as an employee of the City/District during off-duty hours shall receive a minimum of four (4) hours paid at a rate of time and one-half. However, if the scheduled court appearance falls within one hour prior to the commencement of his/her scheduled shift, or within one hour after the end of his/her scheduled shift, the employee shall receive a maximum of two (2) hours paid at a

rate of time and one-half. The benefits conferred in this Section are intended to provide the benefits pursuant to California Government Code §68096.1. An employee is only eligible for this pay when (s)he is testifying on the City/District's behalf or otherwise ordered to by the City/District. In no event is the employee entitled to benefits or pay when the City/District is a party opponent, except where the employee is testifying about an investigation that employee performed at the direction of the City's Risk Manager or Police Chief in conjunction with the City's Risk Management Program. Any other exception provided by the statutory provisions also applies.

If the Officer's court appearance is cancelled within 12 hours of the scheduled appearance the Officer will receive the above appropriate pay.

- 4.2 Employees required to be on telephonic standby for purposes of appearing in court during off duty hours, pursuant to a subpoena or at the direction of the District Attorney or the City Attorney shall be paid standby pay at one-half (1/2) of their overtime pay, as defined in Section 6 – Overtime Pay and Compensatory Time Accrual, Subsection 6.1, to a maximum of four (4) hours pay per day.
- 4.3 Sworn Peace Officers required to provide telephonic testimony during off duty hours pursuant to a subpoena for a Department of Motor Vehicles hearing shall be paid standby pay at half (1/2) of their overtime pay to a maximum of four (4) hours pay, with a minimum of two (2) hours of overtime pay.
- 4.4 Premium pay pursuant to Sections 4.1, 4.2 and 4.3 shall not be earned concurrently.

Section 5 – Holiday Pay

- 5.1 Sworn Peace Officers shall receive holiday in-lieu pay in the amount of 5.4% of their base pay in-lieu of twelve (12) City/District recognized holidays. Officers wishing to take a holiday off will need to use available leaves.
- 5.2 Recruit Officers attending the police academy shall not receive holiday in-lieu pay and will not be required to work on the holidays. When a recruit officer begins the field-training program they shall be eligible for holiday in-lieu pay.
- 5.3 Dispatch Supervisor, Lead Police Dispatcher and Police/Fire Dispatchers, whose regular schedule requires them to work on a holiday shall receive holiday premium pay in the amount of one additional day of pay (8, 10, or 12 hours determined by the assigned shift) at time and one half for each holiday worked. If the holiday falls on a scheduled day off, the employee shall have the choice to be paid for one additional day of pay (8, 10, 12 hours determined by the assigned shift) of straight time at the regular rate, or can accrue comp time in lieu of straight time pay. Dispatch Supervisor, Lead Police Dispatcher and Police/Fire Dispatchers who work a holiday that is not part of their regular schedule shall receive overtime pay for the hours worked, in addition to holiday off pay as defined above. Dispatch Supervisor, Lead Police Dispatcher and Police/Fire Dispatchers who request and are approved the day off on a regularly scheduled holiday may do so without use of accrued leave.

For purposes of determining eligibility for premium pay for work on a holiday, the authorized holiday shall be defined as the actual day of the holiday, They are as follows:

New Year's Day, January 1
Martin Luther King, Jr. Day, third Monday in January
Washington's Birthday, third Monday in February
Memorial Day, last Monday in May
Independence Day, July 4

Labor Day, first Monday in September
Veteran's Day, November 11
Thanksgiving Day, fourth Thursday in November
Day after Thanksgiving, fourth Friday in November
Christmas Eve, December 24
Christmas Day, December 25
New Year's Eve, December 31

Section 6 – Overtime Pay and Compensatory Time Accrual

6.1 Employees who work overtime shall receive overtime pay which is defined as one and one-half times the employee's regular rate of pay (i.e., base pay plus educational incentive pay and special assignment pay pursuant to Article I, Sections 2 and 3). Supervisor approval must be secured before the employee works overtime.

6.2 A Sworn employee who is required to work in excess of regularly scheduled working hours during any one work day shall be compensated for such overtime worked in fifteen minute increments. Optionally, a sworn employee may elect to apply earned overtime to compensatory time hours. Compensatory time accumulation is subject to the provisions of 6.3 below. The final decision to pay overtime or grant compensatory time off is at the sole discretion of the department head.

A non-sworn employee who is required to work in excess of the regular working hours during any one work day or who is required to attend a meeting not held during regular working hours, shall be compensated by overtime pay at the rate of one and one-half times the employee's straight rate of pay (e.g., base pay) or by compensatory time off at the rate of one and one-half times the hours worked.

All work in excess of regular working hours shall be subject to prior approval of the department head. When hours are worked in excess of the regular working hours during one day and are subject to reimbursement by an outside entity or government agency, hours shall be paid as overtime and not compensatory leave time.

6.3 Employees may accumulate compensatory time off up to a maximum of 120 hours. There will be two pay off periods during the year and employees may carry over a maximum of 40 (26.7 hours at time and one-half) hours comp time into the following year.

A. Employees must notify the City by May 15th if they want any/all of their accumulated comp time balance paid off on the June 5th paycheck. Employees who fail to specify any pay off will have their entire balance carried over.

B. Employees must notify the City by November 15th if they want any of their comp time carried over to the following year. Employees who fail to specify any carry over will be paid off for their entire balance on the December 5th paycheck. Employees may only carry over 40 hours to the following year and any remaining comp time must be paid off on the December 5th paycheck.

Section 7 – Uniform Allowance

7.1 Purpose – Uniform allowance for Sworn employees shall be for purchase and maintenance of uniforms, footwear and other necessary equipment. Employees shall be required to adhere to the maintenance standards, uniform specifications and appearance standards established by the Police Department. Uniforms and footwear shall become the property of the employee after purchase and shall not be returned to the City/District in lieu of repaying any prorated uniform allowance upon termination. Effective July 1, 2016, the City will be responsible for protective vests within department specifications.

7.1.1 Protective Vests

The City/District shall provide Sworn Peace Officers with protective vests of a type approved by the Chief of Police.

7.1.2 Decisions on who receives a replacement vest each year will be based on the following criteria and prioritized in this order:

1. New hire needing a fitted vest
2. Condition of current vest
3. Age of current vest
4. Seniority

7.1.3 In no case shall any vest be in service longer than eight (8) years of cumulative active use, unless the manufacturer's warranty exceeds that period. Active use is considered as sustained (day-to-day without interruption) use. Vest actively used without interruption for five (5) years will be inspected and considered for replacement per schedule in 7.1.2. Periods of infrequent or intermittent use or of non-use can extend the useful life of a ballistic vest through the end of the eight year term.

- 7.2 Initial Uniform Allowance – Newly appointed Sworn employees upon being required to wear a uniform shall receive either a uniform stipend or Department issued uniforms. Such determination shall be at the discretion of the Chief of Police. New hires shall not be entitled to any additional uniform allowance during the first year of employment with the City/District. Upon completion of one-year (1) as an employee, such employee shall receive seventy-five dollars (\$75) per month for each month of service to be completed between the end of the first year of employment and the next July.

After completing the first year of service, continuing uniform allowance shall apply as provided below.

- 7.3 Continuing Uniform Allowance – Each year in the month of July the City/District shall pay to each Sworn employee who is required to wear a uniform the sum of nine hundred dollars (\$900). Sworn employees who terminate City/District employment for any reason shall be entitled only to compensation at the rate of seventy-five dollars (\$75) for each month of service in the fiscal year and shall reimburse the City/District a prorated amount of seventy-five dollars (\$75) for each month of service not completed by deduction from the employee's final paycheck.

- 7.4 Dispatchers: Uniform allowance for Dispatch Supervisor, Lead Police Dispatcher and Police/Fire Dispatchers shall be for purchase and maintenance of uniforms, footwear and other necessary equipment. Employees shall be required to adhere to the maintenance standards, uniform specifications and appearance standards established by the Police Department. Uniforms and footwear shall become the property of the employee after purchase and shall not be returned to the City/District in lieu of repaying any prorated uniform allowance upon termination.

Newly appointed employees shall upon completion of the second pay period after the initial date of employment or upon completion of the second pay period occurring after being required to wear a uniform, receive \$400 per fiscal year towards the initial uniform and footwear expense. New hires shall not be entitled to any additional uniform allowance during the first year of employment with the City/District. Upon completion of one (1) year as an employee, such employee shall receive \$33.33 per month for each month of service to be completed between the end of the first year of employment and the next July. Employees eligible for initial uniform allowance who terminate before completing one (1) year of service shall reimburse the City/District a prorated amount of \$33.33 for each month of service not completed by deduction from the employee's final paycheck. After completing the first year of service, Continuing Uniform Allowance shall apply as provided below.

In July of each calendar year, the City/District shall pay to each employee who is required to wear a uniform, the sum of \$400 per fiscal year. Employees who terminate City/District employment for any reason shall be entitled only to compensation at the rate of \$33.33 for each month of service in the fiscal year and shall reimburse the City/District a prorated amount of \$33.33 for each month of service not completed, by deduction from the employee's final paycheck.

- 7.5 Alternate Uniform Provisions – The City/District retains the option of considering and implementing alternative methods of providing uniforms to employees and nothing herein shall limit the option. The City/District and Foster City Police Officers Association will discuss alternate methods before a change is undertaken.

Section 8 – Flexible Benefits Plan

- 8.1 The City/District shall offer a Flexible Benefits Plan and make monthly contributions for employee benefit allowances for allocation to health, dental, health care flexible spending account and dependent care flexible spending account. Effective January 1, 2022 group benefit allowances for classes represented by the POA shall be as set forth in Attachment B.
- 8.2 Effective January 1, of each year of the Memorandum of Understanding, the Employer's contribution toward the Flexible Benefit Plan will be increased by the percentage increase in the CalPERS Kaiser Basic Premium Region 1 rate.
- 8.3 Sworn Plan participants will pay the administrative costs of the program to a maximum of \$15.00 per month. A plan participant is defined as any member for whom the third party plan administrator charges a fee. Non-sworn members do not pay the administrative costs of the flexible benefits plan.
- 8.4 Employees who have left over benefit allowance available after deducting all selected plan premium amounts may choose to either:
- A. Allocate remaining funds into one or more reimbursement accounts: or
 - B. Receive the available leftover benefit allowance to be contributed into a deferred compensation plan (e.g., 457 plan) or into the VEBA (pursuant to the contribution agreed to in Section 15) in accordance with the provisions of federal and state tax laws.
- 8.5 As long as the City/District provides medical coverage through CalPERS the City/District shall contribute the mandatory contribution for active and retired employees' as required by CalPERS. If the City desires to change medical insurance from CalPERS to another provider, the City agrees to meet and confer.
- 8.6 Family members include state-registered domestic partners and their dependents as recognized by the State of California.
- 8.7 At such time as regulations are issued implementing the Affordable Care Act, the City of Foster City and Foster City Police Officers Association will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City of Foster City and Foster City Police Officers Association will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

Section 9 – Long Term Disability Insurance Premium

- 9.1 The City/District requires all Sworn Peace Officers to be covered by an LTD plan. The FCPOA agrees to provide all represented members with LTD to cover a minimum of 2/3 salary. Employees who are not members of the FCPOA shall reimburse the association for the costs of LTD insurance.
- 9.2 The City/District shall pay the full premium amount necessary to provide Long Term Disability (LTD) insurance for non-sworn employees.
- 9.3 For Sworn employees reference Section 1.6

Section 10 – Life Insurance

- 10.1 Sworn employees shall be provided with life insurance of \$50,000 plus the same amount of Accidental Death and Dismemberment (AD&D), with the premium to be paid in full by the City/District.
- 10.2 The City/District shall pay the full premium amount necessary to provide \$75,000 term life insurance policy plus the same amount of Accidental Death and Dismemberment (AD&D) insurance for each Non-Sworn employee.

Section 11 – Callback/On-Call Pay

- 11.1 Callback – Sworn Peace Officers called back to work during non-duty hours shall receive a minimum of three (3) hours of overtime pay if hours exceed the regular work week provided, however, that overtime worked as an extension of a normal shift shall not be subject to the three (3) hour minimum. If callback occurs within three (3) hours of the start of the scheduled shift, compensation shall be overtime pay for actual hours worked until the start of the scheduled shift.
- 11.2 On-Call Pay – Sworn Peace Officers who are required to be on-call shall be compensated in the amount of \$50.00 per day for each regular duty day assigned to on-call duty and \$100.00 per day for each regular off duty day assigned to on-call duty. Any personnel assigned to On Call duty shall be available for duty such that he/she is able to be contacted immediately, and respond to and function in an on call situation within one hour of receiving a call to report for duty. On Call pay shall not be made to assigned personnel unable to report for duty within the parameters of this section. The Chief of Police may issue general orders or department procedures for On Call duty.
- 11.3 A dispatch employee recalled to work outside of and not continuous with an employee's regularly scheduled hours of work shall be paid a minimum of two hours at the rate of one and one-half times the employee's regular straight-time rate of pay. An employee shall not receive additional two-hour payments for multiple callbacks that occur within one two-hour period. Pay shall include hours worked only and shall exclude any travel time.

Section 12 – Sick Leave Payment

Sworn Personnel

- 12.1 Effective January 1, 2002, the 401(a)(h) plan for Sworn Personnel was discontinued as described in Section 14.2. Accordingly, all Sworn 401(a)(h) plan participants with "side car" reserve balances will no longer be able to convert those hours to fund the 401(a)(h) plan. Any unused "side car" reserve balances will be available for use as sick leave prior to separation or retirement. Any unused "side car" reserve balances, or initial sick leave balance at the time the 401(a)(h) plan was implemented that was maintained as current Sick

Leave, upon separation or retirement will be cashed out as described in Section 12.3 based upon the employee's cash out rate at the time of implementation of the "side car" reserve.

- 12.2 Sworn Employees who have completed six (6) months of service and who terminate their employment in good standing will receive 25% of up to 250 hours of their sick leave accrual balance, a net payout not to exceed 62.5 hours.
- 12.3 The prescribed value of unused sick leave for Sworn employees shall be calculated as follows:
- a) Determine number of hours sick leave accrued at each rate of pay based on salary history, until current leave balance is reached assuming "first hours earned are first hours used".
 - b) Calculate value of sick leave hours accrued at each pay rate by multiplying the number of hours by the employee's regular rate of pay during which the hours were accrued, then add each calculation together for a total dollar value of all accrued sick leave.
 - c) 25% of the total dollar value as calculated above will be the sick leave payment.

Non-Sworn Personnel

- 12.4 Effective July 1, 2001 the 401(a)(h) plan for Non-Sworn was discontinued. Accordingly, all Non-Sworn 401(a)(h) plan participants with "side car" reserve balances are no longer able to convert those hours to fund the 401(a)(h) plan. Any unused "side car" reserve balances are available for use as sick leave prior to separation or retirement. Any unused "side car" reserve balances upon separation or retirement will be cashed out at the rate at which sick leave was earned at accrual.
- 12.5 Non-Sworn Employees who have completed six (6) months of service and terminate their employment in good standing shall receive compensation for unused sick leave in a sum equal to twenty-five percent (25%) of the prescribed valued of unused sick leave.
- 12.6 The prescribed value of unused sick leave shall be calculated as follows: 25% of the total dollar value of sick leave at the rate of pay at the time of separation will be the sick leave payment.

Section 13 – Deferred Compensation Plan

- 13.1 The City/District shall offer a voluntary 457 deferred compensation plan available to all employees.

Section 14 – 401(a)(h) Plan

Effective Date

- 14.1 Effective 1/1/97 the City/District offered a voluntary 401(a)(h) plan to all Sworn employees at that time. Sworn employees had a one-time opportunity to elect participation by December 15, 1996. Employees that chose not to participate at that time were ineligible to join the plan or benefit from the contributions in lieu of Single Highest Year. Participation in the plan was mandatory for all employees hired after 1/1/97.

Discontinuation of the 401(a)(h) Plan

- 14.2 Effective January 1, 2002, and in recognition of the City/District contracting with CalPERS for the enhanced public safety retirement formula (3% at 50), contributions to the 401(a)(h) plan for the sworn employees as provided in this section are discontinued. The following changes shall take place at that time:

- a) All assets contributed to participants' 401(a)(h) plan accounts are the property of the plan participants. Distribution options will be made available as provided by Internal Revenue Code statutes.
- b) Any unused "side car" reserved sick leave balances can continue to be used for sick leave as specified in Section 12. Upon separation or retirement from the City, any remaining "side car" reserve balances shall be paid out as specified in Section 12.
- c) Any unused current sick leave balances upon separation or retirement from the City shall be paid out as specified in Section 12.

Section 15 – VEBA Program

15.1 The purpose of the VEBA is to provide employees with the ability to plan for future as well as current health care expenses. Expenses such as Long Term Care, unreimbursed medical premiums, copays and pharmacy charges are all eligible expenses under a VEBA Trust arrangement. Employees will realize a significant benefit since eligible contributions to a VEBA Trust are tax exempt and the reimbursed expenses from the VEBA Trust are also tax exempt.

Effective July 1, 2012, Plan requirements are as follows:

1. Eligibility Defined

Effective July 1, 2012, all eligible employees, who are members of the Bargaining Unit, may participate in the Plan. An eligible employee is an employee who is a member of the Bargaining Unit. Beginning July 1, 2012, all eligible employees will have fifteen (15) days to "opt-in" or "opt-out" of the plan. Elections to "opt-in" or "opt-out" are irrevocable for the duration of the employee's tenure within the bargaining unit. Participation will be subject to and governed by all IRS requirements applicable to the VEBA plan. Bargaining unit members who elect to "opt-in" will make uniform monthly contributions and contributions upon separation as outlined in Section 2 below.

2. Employee Contributions and Leave Payouts

Participation in the Plan by an employee who elects to "opt-in" requires a payroll deduction each pay period to fund the employee's account. The Bargaining Unit has determined that contributions and separation payouts effective July 1, 2014 to the plan shall be:

VEBA Tiers

Group 1: Day 1, Year 0 through 4
 \$150 monthly contribution
 50% payout
 0% of longevity pay

Group 2: Day 1, Year 5 through 9
 \$150 monthly contribution
 50% of vacation
 25% of sick leave payout
 0% of longevity pay

Group 3: Day 1, Year 10 through 14
 \$250 monthly contribution
 100% payout
 100% longevity pay

Group 4: Day 1, Year 15 through 19
\$100 monthly contribution
100% payout
100% longevity

Group 5: Day 1, Year 20 through 24
\$600 monthly contribution
100% payout
100% longevity

Group 6: Day 1, Year 25 and thereafter
\$600 monthly contribution
100% payout
100% longevity

Sworn/Safety employees are entitled to convert unused sick leave balance to service with CalPERS at the time of retirement. After this election, 100% of the available sick leave balance (25% of remaining balance) will be contributed to their VEBA account.

The above contribution amounts, payout percentages and Tier Groups may be amended and created during contract negotiations. Contribution amounts will change on an employee's anniversary date should they fall into a new Tier Group.

Contributions made by an eligible employee must be made through payroll deductions. Eligible employees cannot make direct contributions to the plan. Once separated from the City, the employee can no longer make contributions to the Plan.

Employees who "opt-out" will not contribute to the plan on a per pay period basis. Those who have a VEBA account will continue to be eligible to submit for reimbursement for eligible medical expenses, however, they will not be able to make any further contributions to their accounts.

3. New Employees or Newly Eligible Employees

Employees, whether new to the City or to the Bargaining Unit, who become eligible to participate in the Plan after July 1, 2012 will have fifteen (15) calendar days from the date of eligibility to elect whether they would like to "opt-in" or "opt-out" of the plan. If a newly eligible employee elects to "opt-in", payroll deductions will begin in accordance with Section 2. If a newly eligible employee fails to make an election within fifteen (15) days from the date of plan eligibility, it will be deemed that the newly eligible employee has elected to "opt-out".

4. Participant Account

A separate account is maintained for each contributing eligible employee, which documents the employee's contributions and disbursements. Contributions to a VEBA, as well as any disbursements to cover non-reimbursed post-tax medical care expenses, are both tax-free. Eligible benefits subject to reimbursement by the Plan shall be limited to long-term care expenses and non-reimbursed medical premiums, co-pays, prescribed drug expenses and other medical care costs as defined by the Internal Revenue Code Section 213.

5. An eligible employee's Plan account is subject to a monthly administrative fee \$4.45 per month for expenses related to recordkeeping, claims processing and claims reimbursement. The fee will be deducted from the eligible employee's individual account.

Should the FCPOA as a whole determine that the VEBA participation not be in their best interest, the association will be allowed to exit the program in its entirety. At the same

time the association will reserve the right to re-join the VEBA program should the membership determine that the program meets the association's best interest upon re-evaluation and re-consideration.

All employee contributions made to a VEBA account shall comply with applicable IRS Codes. If the Internal Revenue Service concludes that the Plan does not qualify under the requirements of the Tax Code or no longer qualifies after initial qualification, the City shall meet with the Union and discuss options to bring the Plan into compliance or to discontinue the Plan.

Section 16 – Longevity Recognition Program

16.1 On January 1, 2002, the City / District shall implement a Longevity Recognition Program for the Sworn Personnel. This Program is implemented in recognition of length of service with the City and that the City does not otherwise provide retiree medical benefits. Effective January 1, 2012, this program will be eliminated for all new Sworn hires.

16.2 For all employees hired on or before December 31, 2011, Sworn employees who file for a PERS retirement while employed with the City, whether for a normal retirement or an industrial disability retirement, shall receive a monthly benefits payment starting at the beginning of the first calendar month following retirement to be contributed, in whole or in part, at the discretion of the employee, into the employee's VEBA account. The amount of entire benefit is dependent upon the employee's length of service, as follows:

<u>Years of Service Upon Retirement</u>	<u>% of Maximum Benefit</u>	<u>Monthly Benefit Amount</u>
<u>Day 1, Year 10 through Year 14</u>	40%	\$140
<u>Day 1, Year 15 through Year 19</u>	60%	\$210
<u>Day 1, Year 20 through Year 24</u>	80%	\$275
<u>Day 1, Year 25 and thereafter</u>	100%	\$345

16.3 The monthly benefit as described in Section 16.2 is payable to the Sworn employee up until the Sworn employee's death. Benefits shall cease on the first day of the calendar month following the Sworn employee's death.

16.4 Prior to implementation of the Plan, the City / District shall determine whether or not a third party administrator is necessary to establish and administer the Plan. Such decision will be discussed upon mutual consent with the Organization prior to implementation and will be mutually agreed upon. If a third-party administrator is used, any recurring administrative fees associated with administering the plan shall be paid by the participating members. The City / District shall pay for any fees associated with setup and implementation of the Plan. The City / District shall also strive to implement the Plan in accordance with Internal Revenue Code statutes and in a manner that minimizes the tax liability of the employee to the extent possible.

16.5 Employees hired on or after January 1, 2012 will not be eligible for the Longevity Recognition program.

Section 17 – Non-Sworn Vision/Professional Development Reimbursement

17.1 The City/District shall reimburse Non-Sworn employees, upon presentation of proper documentation as outlined below, up to \$200 per fiscal year (July through June of the following year) for the following items:

- a) Vision – Presentation of bills from a qualified optometrist and/or optician towards the cost of the employee's eye examination, prescription eye glasses or sunglasses and/or contact lenses, and reading glasses. Corrective lens surgery (e.g., laser surgery) shall be reimbursable for a one-time reimbursement of \$200.

- b) Professional Development – Professional development expenses including the following: the cost of certificate programs, seminars, workshops, conferences; job-related books, tapes, or training programs. Reimbursement for such expenses must be approved by the Department Head. These expenses must be career/job related, and not provided through any other budgetary means such as the city-wide training fund, or departmental travel/meeting funds.

Section 18 - Pay for Work in Higher Class - Non-Sworn

- 18.1 In order for a Non-Sworn employee to receive additional compensation for performing duties assigned to a higher job class, all the following conditions must be met:
 - a. The higher job class must be vacant or filled by another employee who is absent;
 - b. The employee must receive prior written approval from his/her department head before performing such duties;
 - c. The employee must be assigned to perform all the duties of the higher job class; and
 - d. The duration of the assignment shall be for a minimum of five (5) consecutive full working days in that higher job class. Pay shall be retroactive to the first day.
- 18.2 A Non-Sworn employee who believes he/she is performing all the duties of a vacant position or an absent employee in a higher class, but has not received prior written approval from his/her department head shall immediately notify his/her department head in writing.
- 18.3 Compensation for performing duties assigned to a higher job class shall be paid at the first step of that higher class or at a step which is not less than 5% more than the Non-Sworn employee's current rate, whichever is more, provide the maximum pay step is not exceeded. The pay rate established for work in a higher class shall be considered the straight rate of pay for an employee so assigned.
- 18.4 The maximum amount of time required to work out of class shall not exceed three (3) months. No Non-Sworn employee shall be required regularly to perform the duties of another classification except in an emergency situation.

Section 19 – Retirement Health Saving Account (RSHA)

19.1 The City/District shall offer a retirement health savings account program in accordance with Private Letter Ruling and Treasury Regulation 301.7701.1(a)(3). Mandatory participation and contributions terms will be determined by the unit per side letter. All contributions shall be in accordance with current law.

The City/District shall provide a lump sum contribution of \$40,000 to a retirement health savings plan for sworn officers with:

- a) 20+ years of CalPERS service
- b) CalPERS service retirement during the term of this contract and during (November 1, 2016 and December 30, 2016)
- c) And, individuals must also elect to contribute all vacation payout to the retirement health savings account

The City/District shall provide a lump sum contribution of \$30,000 to a retirement health savings plan for sworn officers with:

- a) 20+ years of CalPERS service
- b) CalPERS service retirement during the term of this contract and during (November 1, 2017 and December 30, 2017)
- c) And, individuals must also elect to contribute all vacation payout to the retirement health savings account

**ARTICLE II
CLASSIFICATION PLAN**

Section 1 – Police Recruit

- 1.1 New Sworn employees who have not completed a POST Basic Academy will be brought into the Department as Police Recruits, starting at Step 1. New Sworn employees who have completed a POST Basic Academy, but do not possess a Basic P.O.S.T. Certificate will be brought into the department as Police Recruits, starting at Step 2.
- 1.2 Sworn employees classified as Police Recruits shall be considered miscellaneous employees and not Sworn Police Officers for the purposes of retirement benefits and worker's compensation until their successful completion of the POST Basic Academy.
- 1.3 Upon successful completion of the Field Training Program, Police Recruits will advance to Step One of the Police Officer pay plan.
- 1.4 A Police Recruit will be subject to continuous evaluations while at the Police Academy and during the Field Training program. Upon successful completion of the Field Training Program a Police Officer will receive an evaluation at intervals of three, six, twelve and seventeen months and annually thereafter following the completion of probation (18 months unless extended). If the Police Officer employee receives a satisfactory evaluation at the six month evaluation, he/she will advance one step of the Police Officer pay plan, and annually thereafter subject to satisfactory evaluations. Nothing in this Section limits the department's right to increase the frequency of evaluations as determined by merits, needs or organization.

Section 2 – Probationary Period

- 2.1 For Sworn employees hired on or after July 1, 2006, the probationary period for either a Police Recruit or Lateral Police Officer shall be eighteen (18) months following completion of the field training program.
- 2.2 For Non-Sworn employees, the probationary period for new employees shall be for a period of not less than eighteen (18) months following completion of the in-service training program. If a promotional probationary employee is rejected at any time the employee will maintain the ability to return to their previous job title if the position is still vacant, as provided in the City/District Personnel Rules.
- 2.3 The probationary period for a newly promoted employee shall not be less than twelve (12) months of actual service.
- 2.4 Probation may be extended as per the City's Personnel Rules and Regulations 7.09 (c)

**ARTICLE III
HOURS OF WORK**

Section 1 – Fifteen Minute Briefing Period

- 1.1 The fifteen (15) minute briefing period is to be done during regular working hours. In the event that an employee is required to report to duty fifteen (15) minutes prior to the shift, he/she will be authorized either to leave fifteen (15) minutes early or will be compensated for the fifteen (15) minutes at the overtime pay rate.

Section 2 – Day Light Savings Time

- 2.1 For any shift scheduled to work after 0200 hours during the night that clocks are moved forward one hour or back one hour in connection with Daylight Savings Time, Sworn personnel will coordinate with their supervisors to report either one hour earlier or one hour later than their regular shift starting time so that hours of work shall be those of a regular shift.
- 2.2 Non-Sworn employees who work during the twice annual daylight change over period will be given one hour overtime in the fall when their shift is extended by one hour and will need to take one hour of leave in the spring when their shift is reduced by an hour.
- 2.3 All schedule modifications required by above shall have the prior approval of the on-duty Watch Commander.

Section 3 – Workweek for Dispatcher Classifications (Non-Sworn Personnel)

- 3.1 The work week shall be forty (40) hours within seven (7) consecutive days.
- 3.2 Effective July 1, 2015, the City/District shall establish a designated FLSA workweek for each dispatch employee based on the assigned shift.
- 3.3 Shift changes generally occur during the first pay period in the months of January and July. However, the exact dates of shift changes may be adjusted when staffing and/or organizational needs dictate. The transition from one shift to another will be based on a 40 hour work week schedule and not on the pay period.
- 3.4 A Non-Sworn employee who is required to work in excess of a regularly scheduled work day shall not be required to reduce another regularly scheduled work week in whole or in part to compensate for that additional time worked.
- 3.5 Hours Off Between Shifts - Nothing herein shall prohibit department management from occasionally adjusting work hours or days due to a special event or circumstance with at least 48 hours advance notice to the affected employee(s).

When Non-Sworn employees are scheduled to work shifts which have been changed, to accommodate business needs of the City/District, eight hours of off-duty time will be scheduled between shifts. If eight (8) hours of time between shifts cannot be granted, all time worked on the second shift shall be paid at the overtime rate of time-and-one-half. Any release time necessary to provide eight (8) hours between shifts will be paid at straight time.

Hours off between shifts shall also apply to Non-Sworn employees attending training, meetings, conferences or any other job related event in which an employee is required to be present.

ARTICLE IV VACATION AND OTHER LEAVES

Section 1 – Vacation Accrual

Sworn Personnel

- 1.1 Sworn employees eligible for vacation shall accrue vacation leave in accordance with the schedule in Section 1.2. The accrual rate includes an additional day of vacation and this additional vacation is in lieu of one additional holiday. In accordance with Government Code Section 38634, the Chief of Police shall schedule vacations in such a manner as to grant every Sworn Peace Officer an annual leave absence of fifteen (15) consecutive calendar days from active duty.

- 1.2 Sworn employees shall accrue vacation in accordance with the following schedule, such accrual shall not be credited until completion of the initial six (6) months of employment:

Years of Service	Annual Accrual	Accrual per Pay Period	Maximum Accrual
1 to 3	88 hours	3.67 hours	264 hours
4	96 hours	4.00 hours	288 hours
5	120 hours	5.00 hours	360 hours
6	128 hours	5.33 hours	384 hours
7	136 hours	5.67 hours	408 hours
8	144 hours	6.00 hours	432 hours
9	152 hours	6.33 hours	456 hours
10	160 hours	6.67 hours	480 hours
11 to 15	168 hours	7.00 hours	504 hours
16 and thereafter	184 hours	7.67 hours	552 hours

Non-Sworn Personnel

- 1.3 Non-Sworn employees shall accrue vacation in accordance with the following schedule; such accrual shall not be credited until completion of the initial six (6) months of employment:

Hours per Maximum Years of Service	Hrs. per Pay Period	Max. Hours	Days per Year (8 hour days)
1 through 3	3.67	176	11
Day 1, Year 4	4.00	192	12
Day 1, Year 5	5.00	240	15
Day 1, Year 6	5.33	256	16
Day 1, Year 7	5.67	272	17
Day 1, Year 8	6.00	288	18
Day 1, Year 9	6.33	304	19
Day 1, Year 10	6.67	320	20
Day 1, Year 11 through 15	7.00	336	21
Day 1, Year 16 and thereafter	7.67	368	23

- 1.4 Employees may use accrued vacation in no less than one-hour increments, subject to department head approval.
- 1.5 Additional guidelines that clarify the use and administration of this provision for all employees in the bargaining unit may be found in the Personnel Rules.

Section 2 – Vacation Accumulation

Sworn Personnel

- 2.1 Sworn employees shall not accumulate more than the maximum accrual as listed in the maximum accrual listing in Section 1.2 Sworn employees shall have the responsibility of monitoring their vacation accruals and vacation requests to ensure that they do not exceed the listed maximum accruals. Sworn employees who reach the maximum accrual shall cease to accrue additional vacation until their accrued vacation falls below the maximum accrual levels listed.

Sworn employees may request continued accrual beyond the listed maximum when a vacation request is denied because of operational necessity within the department. The Sworn employee shall forward a request to the City Manager, through the Chief of Police

specifying why the maximum should be waived and also containing a specific time when the vacation accrual will be brought back within the maximum limits specified above. The Chief of Police will make a determination if the request is in the best interests of the department and include his/her recommendation to the City Manager.

- 2.2 Sworn employees shall accrue vacation leave only as it is earned. New employees shall not be eligible to use any vacation leave, without the expressed approval of the Chief of Police, until they have completed the field training program.
- 2.3 Vacation Accumulation -- Non-Sworn Employees shall not accumulate more than the equivalent of two annual vacation accruals. An employee who accumulates vacation in excess of two annual vacation accruals shall not accrue additional hours until balance is below maximum amount pursuant to this section. Vacation use may be deferred by the written approval of the City/District Manager when in the best interests of City/District government and the employee. Requests for deferring vacation use must be presented to the City/District Manager 60 days before the maximum accrual is reached. It is the responsibility of employees to review the vacation accrual balance printed on each paycheck stub to ensure that he/she uses vacation within two accrual years unless deferment is requested and obtained from the City/District Manager as provided herein.
- 2.4 Employees may cash out up to forty (40) hours of accrued vacation leave once per calendar year in December. An Employee is eligible for this cash out option only if he/she has used at least eighty (80) hours of vacation leave in the previous twelve (12) month period and filed a vacation cash out request form with Human Resources no later than December 20th of the prior year. Payroll records will be used to determine whether or not an Employee has taken the required eighty (80) hours of vacation leave.

Section 3 – Funeral/Emergency Leave

- 3.1 Sworn employees shall be entitled to up to three (3) working days of leave for each occurrence of death or serious illness or accident determined to possibly lead to death in the immediate family. Request must be approved by the department head and the City/District Manager. In the event three (3) days is insufficient time, an additional three (3) days may be granted, to be charged to the employee's sick leave and/or vacation time, to be determined by the employee. Immediate family shall mean spouse, children of either spouse, either parent, brother or sister, employee's and spouse's grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law or sister-in-law. Other significant individuals such as aunts, uncles, cousins, and other persons are excluded without the specific approval of the City/District Manager. This leave shall not be accumulated and is in addition to sick leave and vacation benefits.
- 3.2 Non-Sworn employees shall be entitled to up to three (3) working days of leave for each occurrence of death or serious illness or accident determined to possibly lead to death in the immediate family. Request must be approved by the department head and the City/District Manager. In the event three (3) working days is insufficient time, an additional three (3) working days or five (5) working days if out of state may be granted, to be charged to the employee's sick leave and/or vacation time, to be determined by the employee. Immediate family shall mean spouse, state-registered domestic partner, children of either spouse, either parent, brother or sister, employee's and spouse's grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law or sister-in-law. Other significant individuals such as aunts, uncles, cousins, and other persons are excluded without the specific approval of the City/District Manager. This leave shall not be accumulated and is in addition to sick leave and vacation benefits.
- 3.3 Employees may be entitled to additional leave upon request, pursuant to federal and state family leave laws.

Section 4 – Sick Leave Accrual and Usage

- 4.1 Sick leave Sworn Personnel shall be accrued at a rate of 6.66 hours per calendar month for each month that the employee has worked regularly scheduled hours. There shall be no maximum accumulation of sick leave. Sick leave for Non-Sworn Personnel shall be accrued at a rate of 8.66 hours per calendar month for each month that the employee has worked regularly scheduled hours.
- 4.2 Refer to applicable sections of the MOU and the Personnel Rules & Regulations for permissible uses of accrued sick leave.
- 4.3 Family sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the department head, to vacation, comp time, discretionary leave, reward time, or service recognition leave where the presence of the employee elsewhere is essential because of illness, or disability of immediate members of his/her family. Immediate family means parent, spouse, domestic partner, or dependent child. No more than 72 hours of the employee's annual accrual may be granted for family sick leave in any one calendar year. Any additional absences due to family illness or for other family members shall be charged to discretionary leave balances (e.g., vacation, compensatory time off, etc.). However, if extenuating circumstances exist, at the discretion of the Department Head and Director of Human Resources, a reasonable extension of the limit may be granted. Any additional leave so granted shall be charged against the employee's accumulated sick leave.
- 4.4 This provision is to guide employees in monitoring sick leave to recognize when their usage equals or exceeds the standard for the POA. The pattern of use, frequency of occurrence, total hours used, and hours available compared to hours accrued for each employee will be periodically reviewed for consistency with City/District Personnel Rules with due consideration for extenuating circumstances. For purposes of performance evaluations, 60 hours per year will be used as the standard. The 60 hour standard will not include FMLA leave.

Section 5 – Discretionary Leave

- 5.1 Sworn employees shall be entitled to twenty-eight (28) hours of discretionary leave. Non-Sworn employees shall be entitled to thirty-two (32) hours of discretionary leave. Such time off shall be taken at the employee's discretion, contingent upon approval by the department head. The hours shall be credited at the beginning of the fiscal year and may not be carried over to the succeeding fiscal year. The hours shall be prorated at the rate of 2.33 hours per month for Sworn Personnel and 2.66 hours for Non-Sworn Personnel and may be used in advance subject to adjustments for periods of unpaid leave of absence and deduction from the final paycheck should the employee not complete the fiscal year. Upon appointment, new employees shall receive this leave on the same prorated basis. No employee shall receive pay in lieu of this time off.

Section 6 - Leave Usage

- 6.1 The minimum allowable compensatory time off and vacation leave shall not be less than thirty (30) minutes. The minimum allowable sick leave and discretionary leave shall not be less than thirty (30) minutes.

Section 7 - Catastrophic Leave Donations

- 7.1 Employees covered by the Memorandum of Understanding are eligible to participate in a catastrophic leave donation program in accordance with the City of Foster City Catastrophic Leave Donation Policy.

Section 8 – Service Recognition Sabbatical – Sworn and Non-Sworn

- 8.1 In recognition of years of service, Employees will be eligible to participate in a Sabbatical Program which provides the number of leave hours indicated below:
- At 5 years plus 1 day of service: 40 hours
 - At 10 years plus 1 day of service: 80 hours
 - At 15 years plus 1 day of service: 80 hours
 - At 20 years plus 1 day of service: 160 hours

No Employee shall receive pay in lieu of sabbatical time off. The Sabbatical Program leave hours have no cash value and are not compensable upon termination of employment with the City/District. The sabbatical must be taken as paid time off within 36 months of achieving eligibility as defined below. The Employee must take the sabbatical as an entire block of time and is responsible for ensuring the sabbatical is taken within the 36 month eligibility period. If the sabbatical is not used within the eligibility period, the sabbatical cannot be rolled over for future use, except in exceptional circumstances as approved by the Police Chief. The sabbatical leave hours cannot be combined with any other leaves unless approved by the City Manager.

Eligibility is determined by active years of service with the City/District in the positions of Police Officer, Police Corporal, Police Sergeant, Dispatcher, Lead Dispatcher, and Police Dispatch Supervisor. An employee becomes eligible for the Sabbatical Program only upon achieving his/her 5, 10, 15 or 20 year anniversary plus one day of service with the City/District. This sabbatical program is effective as of July 1, 2016 and is available throughout the term of this MOU. The Employee's 5, 10, 15 or 20 year anniversary must occur after July 1, 2016.

Eligible Employees must complete the Sabbatical Program Leave Request Form and submit it to the Police Chief for review and approval. Priority will be given to seniority in granting Sabbatical Program leave requests, particularly in cases of concurrent or overlapping requests. The approval of a sabbatical is dependent upon the operational needs of the Department and the Police Chief's approval. In the event of an emergency or catastrophic event, an Employee on a sabbatical leave is subject to recall.

Section 9 – Industrial Disability Leave - Non-Sworn

- 9.1 The City/District will pay full pay for the initial three (3) months to Non-Sworn employees who suffer industrial disabilities and are on authorized disability leave. During this period, the employee will accrue benefits and the City/District will continue to contribute to benefits as usual. Non-Sworn employee will pay the usual portion of benefits.

Worker's Compensation benefits will be integrated and checks endorsed to the City/District by employee. No use of sick leave will be required during the first three (3) months.

- 9.2 After the first three (3) months of Industrial Disability Leave, until the Non-Sworn employee is determined to be able to return to work or permanent and stationary and unable to return to work, the Non-Sworn employee may integrate Worker's Compensation benefits with unused sick leave to assure no loss of compensation. The continuing eligibility for Non-Sworn employee benefits will be determined in accordance with insurance contracts, state and federal law, and city policy after the first three months.

Section 10 – Other Leave Provisions

- 10.1 Other provisions regarding leaves are found in the City/District Personnel Rules.

**ARTICLE V
ORGANIZATIONAL SECURITY**

Section 1 - Dues Deduction

- 1.1 The City/District shall deduct Organization dues monthly at no charge from the pay of those employee members who have authorized in writing such deduction. The aggregate deduction of employee members shall be paid by check monthly to the Organization on a specified mutually agreeable date. The Organization and its employee members shall hold the City/District harmless against any claim which may be made by the Organization or any person as a result of deducting said dues.

**ARTICLE VI
PROVISIONS OF LAW**

Section 1 - City/District Rights

- 1.1 Except as expressly limited by this MOU, and as thereafter amended or modified, it is understood and agreed by the Organization that the City/District retains all of its powers to direct, manage and control the affairs of the City/District to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to:

Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish City/District policies, goals and objectives; maintain the efficiency of City/District operations; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and contract out work. In addition, the City/District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

Section 2 - Employee Rights

- 2.1 Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation in all matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment.

Section 3 - Effect of Agreement

- 3.1 To the extent there is a conflict, it is understood and agreed that the specific provisions contained in the MOU shall prevail over City/District Rules, regulations, policies and procedures. It is further understood and agreed that in the absence of specific provisions in this MOU such City/District rules, regulations, policies, and practices shall remain in full force and effect.
- 3.2 The terms and conditions set forth in this MOU represent the full and complete understanding and commitment between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties written amendment to the MOU. During the term of this MOU, the City/District and the Organization agree that neither the City/District nor the Organization are obligated to meet and confer with respect to any subject matter covered in their Agreement.
- 3.3 Existing benefits and working conditions within the scope of representation not referenced herein may be modified during the term of this MOU. The City/District will provide advance notice to the Organization of any proposed changes in benefits, working conditions, or other terms and conditions of employment not covered herein. The City/District shall meet and confer with the Organization before implementing a change; however, if no agreement can

be reached through meet and confer with the Organization, the impasse procedures contained in the City's current Employer-Employee Relations Resolution shall apply.

- 3.4 It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this plan be administered and observed in good faith.

Section 4 - Separability

- 4.1 Notwithstanding any other provisions in this Agreement to the contrary, in the event that any Article or subsections thereof, of this Agreement be declared invalid by any Court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any Court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet-and-confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

ARTICLE VII MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 – Contracting Out

- 1.1 As stated in the managerial rights clause, the City has the exclusive right to make decisions to contract out work. The City/District will notify the Unit if it contemplates contracting or subcontracting work customarily performed by classifications in the Unit; the Unit shall be given an opportunity to discuss the effect of the proposed action upon its members and, upon request, to propose an effective and economical alternative way in which such services could continue to be provided by the City/District's own employees. In the event that the City/District decides to contract or subcontract work the City/District will 1) make reasonable efforts to transfer affected employees to positions for which they meet minimum qualifications, 2) pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor, and 3) provide thirty (30) days written notice to all affected employees prior to contracting work. However, the City/District does not guarantee employment in the event work is no longer performed by City/District employees.

Section 2 – Grievance Procedure

Employees are encouraged to use the problem resolution processes as a first step in resolving disputes within the department. However, should employees choose to pursue a formal grievance, the Grievance Procedure outlined in City/District Personnel Rule 15 shall apply.

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

- A. Determination and application of the procedures, qualifications, and standards of employment;
- B. Budget and capital expenditures;
- C. Items not subject to meet and confer;
- D. Performance evaluations;
- F. Disciplinary Actions (as defined by the Discipline Procedure contained in the City's Personnel Rules);
- G. Any items that are a managerial right;
- H. Items that are expressly designated in this MOU as not subject to grievance.

Section 3 – Definitions

- 3.1 "Sworn employees" or "Sworn Personnel" refers to members of the bargaining unit who are serving in safety classifications. These classifications are Police Recruit, Police Officer,

Police Corporal, and Police Sergeant. These employees may also be referred to as “Sworn Peace Officers.”

- 3.2 “Non-Sworn employees” or “Non-Sworn Personnel” refers to members of the bargaining unit who are serving in non-safety classifications. The three classifications of non-safety employees are Dispatch Supervisor, Lead Dispatcher and Police/Fire Dispatcher.
- 3.3 ‘Employees’ refer to sworn and non-sworn employees.

Section 4 – Employee Assistance Program

- 4.1 The City/District and the Union have a mutual interest in the health and welfare of its employees. To this end, both parties will work cooperatively to utilize the employee assistance program in accordance with the City/District Employee Assistance Program Policy Statement and Implementation Guidelines. The City bears the full cost of the program and reserves the right to modify benefits and change providers of the EAP at its discretion, based on cost and service considerations. The City/District will give notice and seek input and feedback from the Union prior to implementing changes in providers or benefits. State-registered domestic partners and their dependents as recognized and allowable by the EAP provider are considered eligible family members for EAP benefits.

Section 5 – Access to Personnel Files - Non-Sworn Personnel

- 5.1 The City/District shall retain one official personnel file on its Non-Sworn employees in its Human Resources Department. A Non-Sworn employee may review his/her own personnel file (with the exception of investigative data pertaining to a possible criminal offense and letters of reference) when Human Resources staff is available. The Non-Sworn employee may also by his/her written authorization, permit his/her Union representative to review his/her personnel file under the supervision of Human Resources staff. A Non-Sworn employee may request in writing and the Personnel Officer shall direct the removal from his/her file any written warnings, written reprimands or similar documentation older than three (3) years, providing no disciplinary action was taken and no similar conduct has occurred within that period.

A Non-Sworn employee may also request in writing that the Personnel Officer remove any allegedly derogatory or erroneous data from his/her file. The Personnel Officer shall give his/her decision as to the removal of such data within 10 calendar days.

Section 6 – Seniority

- 6.1 Seniority is based on hire/anniversary date as defined in the City/District Personnel Rules and Regulations.
- 6.2 Seniority will be a factor in determining vacations for employees.
- 6.3 Employees who separate from employment due to a catastrophic leave illness, in accordance with the Catastrophic Leave Policy, and after having exhausted their FMLA leave, who are subsequently rehired by the City in the same or equivalent position within 12 months of separation from employment, will have their previous seniority reinstated to the time which they stopped accruing seniority.

**ARTICLE VIII
TERM OF THIS MEMORANDUM OF UNDERSTANDING**

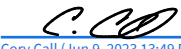
The City/District and the Organization agree by their signatures hereto that the wages, hours, terms and conditions of employment contained herein are the result of bargaining in good faith and shall be continued in full force and effect during the term of this Memorandum of Understanding except as otherwise provided herein. Contingent upon ratification by members of the Organization and contingent upon adoption by the City Council/Board of Directors of the City of Foster City/Estero Municipal Improvement District of a Resolution approving this Memorandum of Understanding, the term shall commence on July 1, 2023 and shall expire on June 30, 2026.


Representatives of the
City of Foster City /
Estero Municipal Improvement District

Representatives of the
Foster City Police
Officers Association

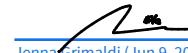

Stefan Chatwin (Jun 9, 2023 12:15 PDT)
Stefan Chatwin Date



Isaac Parham (Jun 8, 2023 10:39 PDT)
Isaac Parham Date


Cory Call (Jun 9, 2023 13:49 PDT)
Cory Call Date


David Orlando (Jun 9, 2023 06:06 PDT)
David Orlando Date


Austris Rungis (Jun 9, 2023 13:50 PDT)
Austris Rungis, IEDA Date


Jenna Grimaldi (Jun 9, 2023 08:52 PDT)
Jenna Grimaldi Date


Kristina Muratori (Jun 9, 2023 09:28 PDT)
Kristina Muratori Date


Peter Hoffmann (Jun 9, 2023 09:35 PDT)
Peter Hoffmann, RLSSS Date

Attachment A

Recognition

The City hereby recognizes the Foster City Police Officers Association (FCPOA) as the sole and exclusive representative for the bargaining unit consisting of the following classifications:

Sworn:

Police Sergeant
Police Corporal
Police Officer

Non-Sworn

Police Dispatch Supervisor
Lead Police Dispatcher
Police/Fire Dispatcher
Police Officer Recruit

Salaries

Effective June 30, 2023, hourly wages for classes represented by the FCPOA shall be listed below:

Sworn:

Police Sergeant	\$65.4277	\$68.6991	\$72.1341	\$75.7408	\$79.5278
Police Corporal	\$59.7810	\$62.7701	\$65.9086	\$69.2040	\$72.6642
Police Officer	\$54.0295	\$56.7310	\$59.5675	\$62.5459	\$65.6732

Non Sworn:

Police Dispatch Supervisor	\$54.9079	\$57.6533	\$60.5360	\$63.5628	\$66.7409
Lead Police Dispatcher	\$50.2962	\$52.8110	\$55.4516	\$58.2242	\$61.1354
Police/Fire Dispatcher	\$45.6201	\$47.9011	\$50.2962	\$52.8110	\$55.4516
Police Officer Recruit	\$49.0063	\$51.4566			

Attachment B

Benefit Allowances

Effective July 1, 2023, the monthly benefit allowances for classes represented by the FCPOA shall be as listed below:

Employee & Family Members Enrolled in Medical Plan Choice	Effective 7/1/2023 – Non-Sworn Personnel	Effective 7/1/2023 – Sworn Personnel
No Plan	\$1,207	\$1,294
Employee Only	\$1,525	\$1,598
Employee + One	\$2,045	\$1,858
Employee + Two or More	\$2,452	\$2,304

Effective January 1, of each year of this Memorandum of Understanding the City's contribution toward the Flexible Benefit Plan will be increased by the percentage increase in the CalPERS Kaiser Basic Premium Region 1 rate.