

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PIEDMONT
AND THE
PIEDMONT POLICE OFFICERS ASSOCIATION
2008 - 2010

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

This Memorandum of Understanding is entered into by the City of Piedmont, a political subdivision hereinafter named "City" and Piedmont Police Officers Association hereinafter named "Association" concerning conditions of employment to be in effect during the period of January 1, 2008 through December 31, 2010 for those employees assigned to the Police Officers Unit.

SECTION 1 - RECOGNITION

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

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 In the event that said law is repealed, this paragraph shall be of no force and effect.

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

SECTION 2 - NO DISCRIMINATION

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

SECTION 3 - PAYROLL DEDUCTIONS OF ASSOCIATION DUES

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

SECTION 4 - PROBATIONARY PERIOD

All appointments to positions shall be tentative and subject to a probationary period. The probationary period for original appointments to sworn positions shall be for a period of

eighteen (18) months and the period for promotional appointments shall be twelve (12) months. Individual probationary periods may be extended with good cause upon recommendation of the Police Chief.

SECTION 5 - SALARIES

5.1 Minimum Salary

The basic monthly salary for Police Officers and Sergeants shall be increased by 5.25% effective January 1, 2008, and 4.50% effective July 1, 2008. Subsequent salary increases, namely 6.25% effective January 1, 2009, and 6.00% effective January 1, 2010 are subject to suspension and renegotiation based upon the language and conditions set forth in Section 22.

<u>Classification</u>	<u>1/1/08</u>	<u>7/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
Sergeant	7,972	8,331	8,852	9,383
Police Officer – Step 3 (25 months and thereafter)	6,708	7,010	7,448	7,895
Police Officer – Step 2 (13 to 24 months)	6,105	6,380	6,779	7,186
Police Officer – Step 1 (0 to 13 months)	5,559	5,809	6,172	6,542

5.2 Salary at Time of Employment

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

5.3 Eligibility for Advancement in Pay

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

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

5.4 Attaining Advancement

An employee, in order to be advanced in steps, must meet standards in the overall evaluation. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work

accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position.

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

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

5.6 Withholding Step Advancement

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

SECTION 6 - RETIREMENT BENEFITS

6.1 Retirement Plans

Effective January 1, 2008, the retirement plan for the employees represented by the Association shall be PERS 3% @ 50, as sponsored by the California Public Employees' Retirement System.

Effective January 1, 2008, if the Public Safety Employer PERS contribution rate is more than 37%, the amount above 37% will be shared equally between the City (50%) and the employees (50%) through payroll deductions. If at any time the rates drop below 28%, the City will encumber the percentage amount saved below the 28% in an account to be used to offset future increases above 37%.

6.2 Conversion of City Paid PERS to Salary

Effective July 1, 1994 the City converted the 5% city paid PERS to salary thereby increasing by 5% the salary reported to PERS. The employee member contribution became 9%, which will be deducted from PERS reportable salary prior to the calculation and deduction of federal and state income taxes as provided in IRS Section 414(h)(2).

SECTION 7 - SPECIAL PRACTICES

7.1 Canine Assignment

The Chief of Police may assign officers to canine duty. Officers so assigned shall not obtain any tenure or other property interest in the assignment. Once so assigned the City shall pay a five percent (5%) pay differential above the Officer's top salary step inclusive of P.O.S.T incentives as compensation for the time spent outside of regular

shift hours spent caring for the assigned animal. This pay differential shall be paid each pay period for the time the Officer is assigned to canine duty. When the Officer is reassigned, upon request or by management from canine duty, the five percent (5%) pay differential shall cease.

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

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

7.2 Field Training Officer

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

7.3 Acting Pay

Police Officers assigned to duties of Watch Commander shall receive comp time for hours worked in that position based on the following scale:

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

7.4 Range Pay

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

7.5 Detective or Juvenile Officer Pay

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

7.6 Traffic Officer Pay

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

7.7 Shift Differential

Effective January 1, 2009, Sworn Personnel assigned to the night shift, defined as 7 p.m.-7 a.m., shall receive additional compensation in the amount of four percent (4%) of their base rate of pay (salary + education pay) as shift differential pay for all hours

worked between 7 p.m. and 7 a.m.. For purposes of this section, the term “assigned” means a regular ongoing shift assignment, either as a result of seniority draw provisions or a directed assignment for management reasons.

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

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

SECTION 8 - HOURS OF WORK

8.1 Normal Work Period

The normal work period for employees assigned to patrol and occupying full-time positions shall consist of eighty (80) hours to be worked within a fourteen (14) day work period beginning at 0001 hours on Sunday and ending at 2400 hours on the second following Saturday. Employees assigned to the Detective Division may be allowed, as determined by and at the discretion of the Police Chief, to work an alternate schedule, after meeting with the affected Detectives and an Association representative.

8.2 Normal Workday

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

8.3 Overtime

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

8.4 Off Duty Court Appearance Pay

Off duty court appearance pay shall be paid to regular employees who are subpoenaed to give testimony while off duty about events arising out of their employment with this agency. Such pay shall be paid at one and one-half times (1-1/2x) the hourly rate of pay. A minimum of four (4) hours shall be paid if required to report on a regularly scheduled workday, and a minimum of five (5) hours shall be paid if required to report on a scheduled day off. If the court time exceeds the minimum, overtime shall begin being earned at the rate of each one-quarter (1/4) of an hour or each portion thereof. If a regular employee is served with an official subpoena relating to duties associated with their prior law enforcement agency, that employee shall be allowed duty time to comply with the court subpoena if on duty at the time and/or if off duty at the time, compensated at the regular rate of pay for time actually spent in court. The originating agency may be billed by the City of Piedmont for reimbursement of the employee's base salary for time actually spent in court.

8.5 Compensatory Time Off

Employees working overtime and employees eligible for holiday pay in accordance with Section 9 of this Agreement may elect, with the permission of the Police Chief, to receive compensatory time off in lieu of overtime or holiday pay. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) hours for each hour worked. Compensatory time off may be accumulated to a maximum of one hundred forty-four (144) hours. Employees desiring to utilize or cash out compensatory time off may do so with the permission of the Police Chief.

8.6 Shift Trades

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

8.7 Shift Schedules: Seniority Sign-ups

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

- 1) Sign-up is by seniority. Seniority shall be determined by date of hire or promotion. Date of hire or promotion shall be used to resolve any conflicts between employees.
- 2) Employees must have a minimum of eight hours off between shifts. If a situation arises and this becomes an issue, the Operations Captain should be notified.

- 3) Officers are not authorized to work more than a twelve hour shift to accommodate a shift trade.
- 4) Employees shall not elect to sign-up for shifts which would require working more than 16 straight hours during a watch change. The only exception is if the employee takes approved vacation or compensatory time off during one of the eight-hour periods, and there will not be a resulting personnel shortage. Approval requires a completed leave request form approved by the affected watch commander. However, if an employee is forced, due to low seniority and lack of available shift choices, to sign up for a watch which requires working more than 16 straight hours, the eight (8) hour off duty requirement will be accomplished by granting administrative leave at no personal time loss to the employee.
- 5) An employee may not voluntarily sign up for an overtime assignment that does not allow then at least eight (8) hours of off-duty time between a sixteen (16) hour shift and their assigned shift. If the sixteen (16) hour shift is as a result of a Departmental mandatory overtime assignment, including court and/or training, the eight (8) hour off-duty requirement may be accomplished by granting administrative leave at no personal time loss to the employee.
- 6) There shall not be more than one canine or traffic officer assigned to each shift. Selection of available assigned shifts shall be made by seniority.
- 7) Officers assigned to Juvenile and Investigations are excluded from the seniority sign-up program. Their schedules shall be flexible and determined by their division commanders.
- 8) Management retains the right to change, and/or amend employee's schedules and/or assignments at anytime for such reasons including, but not limited to, vacancies due to retirements, resignations, terminations, illness and/or injuries. Management also retains the right to change an employee's schedule because of employee performance or operational convenience and/or efficiency.

8.8 Call-In Pay

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

8.9 Daylight Savings Time

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

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

SECTION 9 - HOLIDAYS

9.1 Holidays Observed

The following shall be observed as paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving
Friday after Thanksgiving	
December 25	Christmas Day
Employee's Birthday	May be celebrated on another day upon prior approval of the Chief.
Floating Holiday	To be mutually agreed to in advance by Police Chief and employee.

9.2 Holidays to be Observed on Workdays

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

9.3 Holiday Pay

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

9.4 Pay for Work on Holiday

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

9.5 Compensatory Time for Holiday Pay

Employees may elect to receive pay for holidays as provided in Section 9.3 above or pay for work on a holiday as provided in Section 9.4 above or the employee may elect to receive compensatory time off in lieu of receiving such pay. Compensatory time off, whether earned for working overtime as provided in Section 8.5, or earned as holiday time as provided for in Section 9, may be accumulated to a maximum of one hundred forty-four (144) hours.

SECTION 10 - VACATION LEAVE

10.1 Vacation Accrual Rates

Employees shall be eligible for vacation leave as follows:

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

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

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

10.2 Date When Vacation Credit Starts

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

10.3 Holiday Falling During Vacation

In the event that a holiday specified above occurs during a period of authorized vacation leave, said holiday shall be charged as a holiday, not a day of vacation leave. If an employee works a 12-hour day during his/her 80 hour work period, and is paid

holiday pay, the employee will submit a request for four (4) hours of vacation leave unless the employee chooses to take his/her vacation on his/her eight (8) hour shift.

10.4 Use of Sick Leave During Vacation

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

10.5 Accumulation

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

10.6 Requesting Vacation Leave

Employees shall request specific dates for vacation by January 15 each year, whenever possible. As long as employees request vacation leave by January 15, seniority shall be the basis for resolving any conflicting requests for vacation time off.

SECTION 11 - SICK LEAVE

11.1 Accrual Rate

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

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

11.2 Usage

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

- a. The employee's illness or injury, or the illness or injury of a member of the employee's immediate family prevents him or her from performance of duties. For purposes of this section, immediate family is defined as spouse, children, or any other relative living in the employee's household or domestic partner and requiring the employee's attendance. The domestic partner must be registered as such with the California Secretary of State.
- b. The employee's receipt of required medical or dental care or consultation.
- c. An employee who is medically unable to report for duty because of pregnancy and/or delivery may use sick leave during the period of time she is medically incapacitated from working.
- d. Employees shall be entitled to use a maximum of two (2) weeks of accumulated sick leave in any calendar year to attend to the illness of a spouse, child, domestic partner,

grandparents or siblings not living in the employee's household. The domestic partner must be registered as such with the California Secretary of State.

- e. The Chief may request a doctor's verification, other medical certification or other substantial evidence of illness or injury for which such leave is sought.

11.3 Sick Leave Conversion/Incentive Program

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

11.4 Catastrophic Leave Program

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

- The recipient employee, recipient employee's family, or other person designated in writing by the recipient must submit a request to the City Manager or designee.
- The recipient employee is not eligible so long as he/she has paid leave time available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.
- The recipient employee must provide a medical verification which meets the criteria above and a prognosis.
- Donations may be made in whole hour increments, and are irrevocable. The donor employee may donate vacation up to any amount, but the City may require that the donor employee retain 40 hours of vacation leave. Sick leave may be donated up to 24 hours in whole hour increments. Donations may be made from any individual employed by the Piedmont Police.
- Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
- Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

- Eligibility for this program requires recommendation by the Chief of Police and approval by the City Manager.

SECTION 12 - LEAVES

12.1 Funeral Leave

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

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

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

12.2 Leave of Absence Without Pay

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

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

12.3 Military Leave

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

12.4 Jury Duty

Any employee required to serve as a juror in a civil or criminal action pending in a Superior, Municipal or Justice Court of the State of California, or any Federal Court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service

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

12.5 Maternity Leave

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

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

12.6 Association Leave

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

SECTION 13 - HEALTH PLANS AND LIFE INSURANCE

13.1 Hospitalization and Medical Care

Effective January 1, 1997 the City enrolled all employees and their dependents in the PERS Medical program. Effective January 1, 1997 the City also enrolled in the PERS Medical program all retirees and eligible survivors of retirees who subscribe for such coverage.

Effective January 1, 2009, health insurance premiums will be at a shared cost between the city and the bargaining unit employees. If the PERS Kaiser North premium increases above 12%, the amount above 12% will be shared equally between the city (50%) and the employees (50%). If the rate does not increase by at least 12%, the employee is not responsible for cost sharing. The employee shall only be responsible for shared costs of any increase up to 18%. Employee contribution shall be made by payroll deduction.

If the employee or the employee and dependents chose to enroll in a plan other than PERS Kaiser North, the employee is also responsible to pay the amount of the cost

which exceeds the PERS Kaiser North rate. Such contribution shall be made by payroll deduction.

The amount paid on behalf of retirees and/or their eligible survivors shall increase annually at a rate of five percent (5%) as required by PERS regulations so that it reaches the amount paid for active employees and their dependents at the end of twenty (20) years from the date of implementation.

13.2 Dental

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

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

13.3 Life Insurance

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

13.4 Alternative Coverage

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

13.5 Vision Plan

The City shall pay the cost of providing each eligible employee and his/her eligible dependents vision coverage under a group insurance plan in effect at the effective date of this agreement.

13.6 Retiree Medical

The City shall pay the entire cost of the lowest cost medical insurance coverage for an employee hired prior to October 1, 1984 who retires on a service pension prior to age 65; provided that payment by the City for such coverage shall cease upon the employee attaining age 65 or becoming eligible for Federal Medicare coverage, whichever shall first occur; provided further, that payment by the City for medical insurance coverage of the retired employee shall not be extended to the dependents of that employee.

13.7 Funeral Benefits

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

SECTION 14 - EDUCATIONAL INCENTIVES

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

Effective January 1, 2008, the incentive pay shall be two percent (2%) for any sergeant holding a P.O.S.T. Supervisors Certificate.

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

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

SECTION 15 - TUITION REIMBURSEMENT

The City shall reimburse an employee for tuition and books for courses of study at an approved and accredited college or junior college in an off-duty status not to exceed two thousand dollars (\$2,000) per fiscal year if the subject matter content of the course is related directly to the employee's work assignment or is a course required for the attainment of a degree or certificate program in a field related to the employee's work assignment.

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

SECTION 16 - UNIFORM ALLOWANCE

Effective January 1, 2008, the uniform allowance shall be One thousand four hundred dollars (\$1,400.00) annually to maintain uniforms as required by the Chief of Police, to be paid as follows: Seven hundred dollars (\$700) in December of each year, and Seven hundred dollars (\$700) in June of each year. The clothing allowance for detectives will be One thousand four hundred (\$1,400). This is to cover the cost incurred by detectives to purchase appropriate civilian business attire. The detective assignment remains rotational and the assignment is not to be considered a promotion or demotion for the purpose of City of Piedmont personnel rules, Federal or State law.

Uniform allowance will increase by fifty dollars (\$50) per year for years 2009 and 2010, paid in the same manner as described above.

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

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

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

SECTION 17 – MISCELLANEOUS

17.1 Schoolmates Program

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

SECTION 18 - MANAGEMENT RIGHTS

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

SECTION 19 - ENACTMENT

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

SECTION 20 - SAVINGS CLAUSE

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

SECTION 21 - SCOPE OF MEMORANDUM OF UNDERSTANDING

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

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

SECTION 22 - REOPENING NEGOTIATIONS

Notice of the Association's desire to reopen negotiations for the purpose of amending or terminating this Agreement shall be given to the City Administrator no later than November 1, 2010.

This contract may also be reopened due to the following events. Each event is an independent condition:

Event 1

Should the State of California either take or borrow \$400,000 or more of City of Piedmont's property tax revenues during FY 2008-09, then salary increases due to take effect on January 1, 2009 will be suspended and contract negotiations regarding January 1, 2009 salary increases will be reopened.

Event 2

Should the State of California either take or borrow \$400,000 or more of City of Piedmont's property tax revenues during FY 2009-10, then salary increases due to take effect on January

1, 2010 will be suspended and contract negotiations regarding January 1, 2010 salary increases will be reopened.

Event 3

If City of Piedmont revenues realized from the real property transfer tax in FY 2008-09 are lower than \$1,800,000, then salary increases due to take effect on January 1, 2010 will be suspended and contract negotiations regarding January 1, 2010 salary increases will be reopened.

OFFSET

If the January 1, 2009 salary increase is subject to contract negotiations per event 1, then the following offset is eligible to take place:

If City of Piedmont revenues realized from the real property transfer tax in FY 2008-09 are more than \$2,100,000, then the amount above \$2,100,000 will be applied as an offset against property tax monies taken by the State of California during FY 08-09.

If this offset, as applied to FY 2008-09, results in an impact of less than \$400,000 loss to the City of Piedmont in FY 2008-09, then the January 1, 2009 salary figures in Section 5.1 become operative.

Examples below are for illustration purposes only

Examples

Scenario 1	
State of California property tax takeaway in FY 2008-09	\$600,000

Impact of Scenario 1	
Reopen contract regarding salary increase on January 1, 2009	

Scenario 2	
State of California property tax takeaway in FY 2008-09	\$600,000
Real property transfer tax revenues for FY 08-09	\$2,400,000

Impact of Scenario 2	
State of California property tax takeaway in FY 2008-09	\$600,000
Offset of real property transfer tax (\$2,400,000 -\$2,100,000)	(\$300,000)
	\$300,000
January 1, 2009 salary figures as identified in Section 5.1 are in effect	

Signed and entered into this _____ day of _____, 2008.

PIEDMONT POLICE OFFICERS ASSN.

CITY OF PIEDMONT

By _____
Gary Shively
President, P.O.A

By _____
Abe Friedman
Mayor

By _____
Steve DeWarns
Vice President, P.O.A

By _____
Geoffrey L. Grote
City Administrator

By _____
Brayton Stone
Labor Relations Representative

By _____
Ann Swift
City Clerk