

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

Effective January 1, 2002

And

Expires June 30, 2006

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

EFFECTIVE JANUARY 1, 2002
EXPIRES JUNE 30, 2006

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) 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 Article 1, Section 1 (Wages and Other Compensation) 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 January 1, 2002 , wages for classes represented by the Organization shall be increased to conform with the City's compensation policy. The following monthly pay ranges and steps shall be established:

CLASS	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	\$6,083	\$6,387	\$6,706	\$7,041	\$7,393
Police Corporal	\$5,545	\$5,822	\$6,116	\$6,419	\$6,740
Police Officer	\$5,009	\$5,259	\$5,522	\$5,798	\$6,088
Police Recruit	\$4,543	\$4,770			

- 1.2 Effective July 1, 2002, wages for employees represented by the Organization shall be increased by 100% of the April to April CPI wage earners index (W) for the San Francisco-Oakland-San Jose area for April 2002, with a minimum increase of 3% and a maximum increase of 6%.

- 1.5 Effective July 1, 2005, wages for employees represented by the Organization shall be increased by 100% of the April to April CPI wage earners index (W) for the San Francisco-Oakland-San Jose area for April 2005, with a minimum increase of 1% and a maximum increase of 6%.
- 1.6 Employees P.E.R.S. contributions shall be administered in accordance with Internal Revenue Code Section 414(h)(2).
- 1.7 The City/District shall contract with the Public Employees Retirement System (PERS) to provide the Fourth Level of 1959 Survivor Benefits (Section 21382.4). and the improved non-disability retirement option (Section 21427). The City/District shall also allow the PERS Military Service Credit as Public Service (Section 21024) at the employee's expense.
- 1.8 The City/District shall contract with PERS to provide the enhanced Public Safety benefit formula 3% @ 50 (Section 21362.2) effective July 1, 2002.
- 1.9 The above listed wages includes \$13.00 in lieu of providing a LTD insurance program for FCPOA members.

Section 2 – Educational Incentive Pay

- 2.1 Employees employed as Sworn Peace Officers in the City/District shall be eligible for monthly educational incentive pay in addition to their monthly base pay upon completion of probation for meeting the qualifications listed below. Promotional probation is exempted and no loss of incentive pay shall result from promotion within City/District service.

\$150 BA Degree or 120 semester or 180 quarter units OR Intermediate POST Certificate

\$225 MA Degree OR Advanced POST Certificate

\$325 BA Degree with Advanced POST Certificate

Employees with an Advanced POST Certificate who possess a Bachelors Degree shall automatically receive the re-certification pay once the employee submits documentation of qualification.

- 2.2 Employees employed as Sworn Peace Officers in the City/District shall also be eligible for monthly education re-certification pay in addition to their monthly base pay for meeting one of the qualifications listed below:

A. Completion of the equivalent of a three (3) semester unit upper or lower division college course with a passing grade. Course content requirement shall be the same as those for courses qualifying for City/District education reimbursement program.

- 2.3 The maximum educational incentive shall be \$325 per month based on combining requirements of Section 2.1 and 2.2 above.
- 2.4 All time spent in qualifying for educational incentive re-certification shall be off duty.

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 \$1.50 per hour above base pay for those hours worked as a Field Training 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 – Sworn Peace Officers officially assigned by the Chief of Police to provide Bi-Lingual services shall receive Bi-Lingual pay in the amount of \$75 per month above base pay. Officers 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.

Section 4 – Court Time Pay

- 4.1 Sworn Peace Officers subpoenaed to court as an Officer of the City/District during off-duty hours shall receive a minimum of four (4) hours paid at the rate of time and one-half 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 paid at the rate of time and one-half. 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 paid at the rate of time and one-half.
- 4.2 Sworn Peace Officers 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

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 eleven (11) 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.

Section 6 – Overtime Pay and Compensatory Time Accrual

- 6.1 An employee who is required, in accordance with the Personnel Rules, to work in excess of regularly scheduled working hours shall be compensated at the rate of one and one-half times the employee's straight-time rate of pay or compensatory time off. The final decision to pay overtime or grant compensatory leave shall be made by the department head.
- 6.2 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 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.
- 7.2 Initial Uniform Allowance – Newly appointed employees upon being required to wear a uniform shall receive six hundred seventy dollars (\$670) towards initial uniform and footwear purchase. New hires shall not be entitled to any additional uniform allowance.

- 7.3 Continuing Uniform Allowance – Each year in the month of July the City/District shall pay to each employee who is required to wear a uniform the sum of six hundred-seventy dollars (\$670). Employees who terminate City/District employment for any reason shall be entitled only to compensation at the rate of fifty-six dollars (\$56) for each month of service in the fiscal year and shall reimburse the City/District a prorated amount of fifty-six dollars (\$56) for each month of service not completed by deduction from the employee’s final paycheck.
- 7.4 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, and health and dependent care reimbursement accounts.

Employee & Family Members Enrolled in Medical Plan Choice	Effective 1/1/2002	Effective 1/1/2004
No Plan	\$345	\$395
Employee Only	\$445	\$495
Employee + One	\$545	\$595
Employee + Two or More	\$610	\$660

- 8.2 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.
- 8.3 Employees who have left over benefit allowance available after deducting all selected plan premium amounts may chose to either:
- A. Allocate remaining funds into one or more reimbursement accounts: or
 - B. Receive the available leftover benefit allowance as salary, providing the employee shows evidence of contributing the same or greater amount into a deferred compensation plan (e.g., 457 plan) in accordance with the provisions of federal and state tax laws.
- 8.4 The City/District shall contribute \$16/month for active and retired employees’ medical insurance premiums.

Section 10 – Life Insurance

- 10.1 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 Additional life insurance will be made available to employees through payroll deduction.

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 pay at a rate of time and one-half 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 time and one-half for actual hours 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.

Section 12 – Sick Leave Payment

- 12.1 Effective January 1, 2002, the 401(a)(h) plan will be discontinued as described in Section 14.2. Accordingly, all 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 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 shall be calculated as follows:

a) Determine number of hours sick leave accrued at each rate of pay based on calendar

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 current employees at that time. Employees had a one-time opportunity to elect participation by December 15, 1996. Employees that chose not to participate at that time are ineligible to join the plan or benefit from the contributions in lieu of Single Highest Year as outlined in Section 14.10. 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 as provided in this section shall discontinue. 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 12.2.

Section 15 – Longevity Recognition Program

- 15.1 Effective January 1, 2002, the City / District shall implement a Longevity Recognition Program. This Program is implemented in recognition of length of service with the City and that the City does not otherwise provide retiree medical benefits.
- 15.2 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 as outlined in the table below starting at the beginning of the first calendar month following retirement:

Years of Service Upon Retirement	Rate of Monthly Payment	Monthly Payment
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- 15.4 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.

ARTICLE II CLASSIFICATION PLAN

Section 1 – Police Recruit

- 1.1 New employees who have not completed a POST Basic Academy will be brought into the Department as Police Recruits. New employees who have completed a POST Basic Academy will be brought into the department as Police Officers.
- 1.2 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 Police Recruits will be paid at Step One of the pay plan until their successful completion of the POST Basic Academy. Upon completion of the POST Basic Academy they will be advanced to Step Two of the Police Recruit pay plan. Upon successful completion of the Field Training Program they 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 one, two, three, six, twelve and eighteen months after the completion date, and annually thereafter. If the 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.
- 1.5 A Police Recruit will begin a one-year probationary period upon promotion to the classification of Police Officer.

ARTICLE III HOURS OF WORK

VACATION AND OTHER LEAVES

Section 1 – Vacation Accrual

- 1.1 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 Employees shall accrue vacation in accordance with the following schedule:

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

- 1.3 Additional guidelines that clarify the use and administration of this provision may be found in the Personnel Rules.

Section 2 – Vacation Accumulation

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

Employees may request continued accrual beyond the listed maximum when a vacation request is denied because of operational necessity within the department. The 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

- 3.1 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 Employees may be entitled to additional leave upon request, pursuant to federal and state family leave laws.

Section 4 – Sick Leave Accrual

- 4.1 Sick leave shall be accrued at a rate of six (6) hours per calendar month for each month that the employee has worked regularly scheduled hours. There shall be no maximum accumulation of sick leave.

Section 5 – Discretionary Leave

- 5.1 Employees shall be entitled to twenty-eight (28) hours of discretionary leave. Such time off shall be taken at the employee's discretion, contingent upon approval by the department head. The twenty-eight (28) 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 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 Compensatory time off, vacation, sick leave, and discretionary leave shall not be taken in less than one (1) hour increments.

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

- 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 SAFETY

Section 1 - Protective Vests

- 1.1 The City/District shall provide Sworn Peace Officers with protective vests of a type approved by the Chief of Police. The City/District also agrees to replace those vests at the rate of 5 vests per fiscal year. The City/District reserves the right to use any of those replacement vests for new hires requiring a fitted vest.
- 1.2 Decisions on who receives the replacement vest each year will be based on the following criteria, in this order:
1. New hire needing a fitted vest
 2. Condition of current vest
 3. Age of current vest
 4. Seniority
- 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.

ARTICLE VII 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 allocations; determine the methods of raising revenues; and

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 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 January 1, 2002 and shall expire on June 30, 2006.

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

Representatives of the
Foster City Police
Officers Association

Steve Toler Date

Frank Derris Date

Audrey Daniels Date

Matthew Martell Date

Jim Carey Date

Noel MacDougall Date

Craig Courtin Date

Martin Ticas Date

