



# City of San Leandro

Meeting Date: February 18, 2020

## Staff Report

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**File Number:** 20-034

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:** 8.C.

**TO:** City Council

**FROM:** Jeff Kay  
City Manager

**BY:** Jeff Kay  
City Manager

**FINANCE REVIEW:** Liz Warmerdam  
Interim Finance Director

**TITLE:** Staff Report for a City of San Leandro City Council Resolution Approving the San Leandro Police Management Association (SLPMA) Memorandum of Understanding 2020-2022

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### SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve a resolution approving the Memorandum of Understanding (MOU) between the City of San Leandro and the San Leandro Police Management Association (SLPMA) for the period covering January 1, 2020 through December 31, 2022.

### BACKGROUND

The San Leandro Police Management Association (SLPMA) Memorandum of Understanding (MOU) expired on December 31, 2019. The SLPMA represents six police lieutenants and two police captains. The City and SLPMA representatives met and conferred in good faith over the terms and conditions of employment and successfully reached a tentative agreement.

### Analysis

The tentative agreement was accepted by the SLPMA membership and is being presented to the City Council for its approval. The following is a summary of the key provisions from the tentative agreement.

### Term

Three-year term for the period January 1, 2020 through December 31, 2022.

### Compensation

SLPMA employees will receive the following adjustments to base salary:

- 3% increase effective January 1, 2020
- 3% increase effective January 1, 2021
- 3% increase effective January 1, 2022

### **Health Benefits**

Effective January 1, 2020, the City's contribution to medical benefits will increase to the amount equivalent to the 2020 Kaiser premium. Annually thereafter, SLPMA employees will share the cost of health premiums and pay 30% of the annual increase of Kaiser premium rates.

### **Deferred Compensation**

The City will match an employee contribution into his/her deferred compensation 457 account up to 1% of base salary in 2020 and 1.75% in 2021.

### **Specialty Pays**

- Education Incentive Pay will increase by 1% in 2020 and 1% in 2021 for a maximum 6% of base salary for employees who have obtained their POST Supervisory certification and 8% for employees who have obtained their POST Management certification.
- Bilingual Pay will increase from \$185 to \$200 per month.

### **Administrative Leave**

The City will provide an administrative leave bank of 50 hours per calendar year for each employee.

### **Previous Action**

- On December 21, 2015, by Resolution No. 2015-198, the City Council approved the prior SLPMA MOU for the period July 1, 2015 through December 31, 2019.

### **Fiscal Impacts**

The tentative agreement will result in a budgetary impact to the City's General Fund of approximately \$1,089,440 for the term of the MOU. The financial impact is approximately \$87,834 in FY 19-20, \$249,246 in FY 20-21, \$379,340 in FY 21-22, and \$373,019 in FY 22-23 ending December 31, 2022.

### **ATTACHMENTS**

- San Leandro Police Management Association Memorandum of Understanding (MOU)

**PREPARED BY:** Emily Hung, Human Resources Manager, City Manager's Office

**Memorandum of Understanding**  
**between**  
**City of San Leandro**  
**and**  
**San Leandro Police Management Association**

January 1, 2020 – December 31, 2022



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SAN LEANDRO  
AND  
SAN LEANDRO POLICE MANAGEMENT ASSOCIATION**

**Section 1.0 Preamble**

The understandings reached by this Memorandum are a result of meeting and conferring in good faith between the Municipal Employee Relations Officer of the City of San Leandro (City Manager) and the officers of the San Leandro Police Management Association (SLMPA).

This Memorandum of Understanding shall be presented to the San Leandro City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing January 1, 2020 through December 31, 2022.

**Section 1.5 General**

Terms of employment shall be as specified in the City of San Leandro Personnel Rules revised July 21, 2011 as modified by this document.

**Section 2.0 Health Benefits**

**2.1 Pre-Tax Flexible Spending Account**

The City shall offer an IRS 125 plan to all full-time employees, as defined by and measured in accordance with the Patient Protection and Affordable Care Act of 2010 (PPACA). The plan shall provide the following:

- a. Pretax conversion of employee contribution toward medical and dental premiums.
- b. Medical Flexible Spending Account with a maximum employee pretax contribution as determined by the IRS for the benefit plan year.
- c. Dependent Care Flexible Spending Account with a maximum employee pretax contribution as determined by the IRS for the benefit plan year.

**2.2 Medical and Dental (Active)**

The City will maintain a “core” benefit plan for all full-time employees. The core shall consist of the PERS Medical Plan and the existing dental plan.

Effective January 1, 2020, the City will contribute the monthly amounts including the CalPERS Medical Plan “employer minimum share” contribution, towards the election of medical and dental benefits in the plan, or the actual premiums, whichever is less:

<u>Coverage Level</u>	<u>City Pays</u>
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Medical

Employee only	\$ 768.49
Employee + 1	\$1,536.98
Employee + 2 or more	\$1,998.07

Dental

Employee only	\$ 48.15
Employee +1	\$ 91.45
Employee +2 or more	\$142.55

In January 2021 and 2022, the City will pay 70% of the increase in medical and dental premiums based on Kaiser and the dental core plan (i.e., 2021 premiums minus 2020 premiums multiplied by 70%etc.).

Employees who wish to waive enrollment in the medical and dental plans and who demonstrate to the satisfaction of the City their enrollment in another group medical and dental plan will receive opt-out payments as follows:

Employee rate:	Medical \$200 +/-or dental \$50 = \$250/month maximum
Two-party rate:	Medical \$350 +/-or dental \$50 = \$400/month maximum
Family rate:	Medical \$500 +/-or dental \$50 = \$550/month maximum

In the event both spouses are employed by the City and eligible to enroll in the City's benefits plan, one employee may elect not to enroll in the medical and dental plans and will receive the single employee opt-out rate of up to two-hundred fifty dollars (\$250.00) per month payment, if enrolled under spouse's medical and dental coverage.

An employee may elect to waive the dental plan only and enroll only in the medical plan and receive fifty dollars (\$50.00) per month for their non-election.

Re-enrollment in the medical and/or dental plan shall be allowed only based upon a qualifying event as defined by the IRS codes or during an open enrollment period.

No change in dental plan carrier, or level of benefits, shall be made unless agreed to by the Association.

### 2.3 Medical and Dental (Retiree)

**Five Year Health & Welfare Vesting Requirement:** Unless otherwise determined by the City Manager as part of the initial hiring agreement, full-time employees hired on or after January 1, 2005 must render five (5) years of continuous service with the City of San Leandro in order to receive retiree medical and/or dental benefits under this section.

**Medical:** Under CalPERS rules, the City will directly contribute "the employer minimum share" towards retiree medical coverage. Additional retiree health

contributions will be made on a reimbursement basis as set forth below. The amounts listed below are inclusive of the CalPERS Medical Plan “employer minimum share.”

The City shall pay the contributions required by the health plan two-party rate for retired full-time City employees who were assigned to classifications represented by the San Leandro Police Management Association and who are currently members of one of the City’s health plans. The City shall contribute to the health plan two-party rate costs until the employee is eligible for Medicare coverage. The maximum amount to be contributed by the City shall not exceed three hundred and sixty dollars (\$360.00) per month. In the event the amounts required by the health plans exceed the maximum City contribution, such excess amounts shall be paid by the retiree, except as provided herein. Coverage under this section shall continue until the employee’s 65th birthday; except for the PERS Medical Plan “employer minimum share,” which shall continue for life.

Retired employee dependent eligibility for City health plan contribution is conditional upon the active enrollment of the retired employee. If a retired employee moves outside the service area of their medical plan, the retiree will be allowed an opportunity within thirty (30) days of such move to change medical insurance coverage to another CalPERS option. If a retired employee remarries, the retiree may add the retiree’s spouse to the medical insurance coverage. The City shall have no obligation to obtain medical insurance for a retiree living outside the service area of its medical insurance plans.

**Dental:** The City shall contribute a maximum of seventy dollars and eighty-seven cents (\$70.87) towards monthly dental plan costs for each retired full-time City employee who is currently a member of the City’s dental plan, or who was a member of the City’s dental plan and retired on or after July 1, 1983. Any increases in dental plan costs during the term of this Agreement shall be split equally between the City and the retired employee. Coverage shall continue until age 65.

#### 2.4 Life Insurance (Active)

The City shall maintain in effect employer provided Term Life Insurance with AD&D in the amount of fifty thousand dollars (\$50,000.00) for active full-time employees. The insurance provider shall be “A-rated”, unless the parties specify otherwise. The City shall make available for employees, the ability to purchase additional life insurance, at no cost to the City, subject to the requirements and rules of the insurance carrier. Such premium payments made by the employee purchasing any voluntary life insurance shall be made on an after tax basis.

#### 2.5 Long Term Disability Insurance (Active)

Effective March 1, 2020, in lieu of an employer paid long-term disability insurance program, the City will directly contribute to each employee’s deferred compensation account an amount equal to the City’s contribution formula to Long Term Disability (LTD) insurance for other employee groups. In order to receive the City contributions, an employee must be enrolled in the City’s deferred compensation plan.

## 2.6 Short Term Disability Insurance (Active)

The City shall make available for employees, the ability to purchase voluntary short-term disability insurance, at no cost to the City, subject to the rules, regulations, enrollment requirements and exclusions set forth by the insurance carrier. Such premium payments made by the employee purchasing any voluntary short-term disability insurance shall be made on an after-tax basis.

### **Section 3.0 Uniform Allowance**

For the term of this Agreement, the uniform allowance for Association employees will be \$1,500 per year. All uniform allowances will be paid by separate check during the month of July.

### **Section 4.0 Leaves**

4.1 **Vacation Leave:** Vacation leave for each full-time employee shall be accrued and credited for the pay period in which it was earned. An employee holding a full-time position shall be entitled to a vacation leave which shall accrue at the rate of twelve (12) days for each calendar year of service performed. If a newly hired employee possesses five (5) years of law enforcement experience, he/she shall accrue vacation leave at the rate of fifteen (15) days (120 hours) for each calendar year of service performed.

The City evaluated employees hired before February 1, 2002 who had not yet performed five (5) full years of City service, to determine if they possessed the required experience when they were hired. If so, their accrual rate was changed to fifteen (15) days. If not, their accrual rate was changed from ten (10) days to twelve (12) days effective January 1, 2002.

In the calendar year in which an employee holding a full-time position completes five (5) full years of City service, such employee shall be entitled to fifteen and three-quarters (15  $\frac{3}{4}$ ) work days of vacation. For each full year of full-time City service completed thereafter, three-quarters ( $\frac{3}{4}$ ) of a work day of vacation shall be added up to a maximum of twenty-five (25) work days of vacation.

An employee who is in unpaid status for 44 or more hours in a pay period shall not accrue vacation leave for that pay period.

Management employees may accumulate vacation leave up to a maximum of three (3) years vacation accrual. An additional year may be accumulated with Department Head approval. The additional year accrual maximum will expire after 12 months, at which time the maximum will return to three (3) years.

Employees shall be allowed to sell up to 120 hours of vacation per year. Time may be sold twice annually in June and December.

4.2 **Sick Leave:** Sick leave is a paid leave. Sick leave is to be used in cases of actual sickness or injury of the employee or of a member of his/her immediate family which compels an employee to be absent from work. To qualify for paid sick leave, an employee must notify his/her supervisor as soon as possible, but no later than thirty minutes prior to the start of the work day. Sick leave may also be used for routine dentist and doctor visits as these visits maintain the health and productivity of the employee.

The immediate family of an employee includes the employee's spouse, registered domestic partner, children, stepchildren, parents, grandparents and step parents, where there was a child-rearing relationship, who are permanent household members and whose well-being is dependent on the employee's care as defined in the Personnel Rule X, Section 2, Sick Leave.

A full-time employee will accumulate sick leave at a rate of eight (8) hours for each full calendar month of service. An employee who is in unpaid status for 44 or more hours in a pay period shall not accrue sick leave for that pay period.

As part of the initial hiring agreement, the City Manager may grant to a new management employee up to one-half of that employee's sick leave accumulated from the most recent employer, to a maximum of 160 hours.

The maximum sick leave accrual shall be 2,400 hours (300 days).

Payment for unused sick leave will be granted to full-time regular employees with at least fifteen (15) years continuous City service at death, retirement or resignation in good standing based on salary at termination, pursuant to the following schedule. Number of sick leave days accumulated, multiplied by seven and one-half percent (7½%), multiplied by the number of whole years of service, multiplied by the hourly rate at termination.

The above formula figure of seven and one-half percent (7½%) will be adjusted to ten percent (10%) for an employee who terminates City service after completing twenty-five (25) years of uninterrupted City service by way of termination, service retirement or resignation in good standing with the City.

Upon an employee's retirement, sick leave may be used as: (1) service credit on an hour for hour basis, (2) cash in accordance with the above-mentioned formula; or (3) any combination of service credit and cash as requested by the employee. The combination of sick leave hours converted to service credit and sick leave hours cashed out shall never exceed the total number of accrued sick leave hours.

An employee whose death or permanent disability is a result of an accident which is held to be compensable by the Workers' Compensation Appeals Board will receive payment for unused sick leave without regard to continuous City service according to the seven and one-half percent (7½%) formula. An employee who completed twenty-five (25) or more years of uninterrupted service shall receive payment for unused sick leave in accordance with the ten percent (10%) formula as described in the above paragraph.



- 4.3 **Administrative Leave:** Effective January 1 of each year, SLPMA members will receive 50 hours of Administrative Leave to be used during the calendar year. These hours cannot be carried over from year to year. Any hours not used within the calendar year will be lost and cannot be cashed out.

Employees hired or promoted into SLPMA after July 1 shall receive Administrative Leave prorated based on the number of pay periods remaining in the calendar year.

- 4.4 **Funeral Leave.** In the event of death in the immediate family of a full-time management employee, the employee shall, upon request to the supervisor, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed a total of five (5) working days. This provision does not apply if the death and/or funeral occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, sick leave, or any other leave status.

The immediate family of an employee includes wife, husband, child, stepchild, father, mother, sister, brother, grandchildren, grandparents, mother-in-law, father-in-law, or step-parent where there is a child-rearing relationship.

Funeral leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased. It is understood, however, that leave as provided in the preceding paragraph may be granted to commence prior to the death of a member of the employee's immediate family or where death appears imminent.

- 4.5 **Family Medical Leave Act/California Family Rights Act (FMLA/CFRA).** Employees may be eligible for leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and the CFRA. Leave provided under this provision may run concurrently with other leaves provided under this agreement, as designated by Human Resources. Additional information regarding available leave benefits is set forth in City Administrative Procedure 1600, Family and Medical Leave Request Process and applicable State and/or Federal law.
- 4.6 **Pregnancy Disability.** Employees may be eligible for leave under the California Pregnancy Disability Leave Law (PDLL). The administration of any leave given under the PDLL shall be in accordance with the provisions of the PDLL. Leave provided under this provision may run concurrently with other leaves provided under this agreement. Additional information regarding available leave benefits is set forth in City Administrative Procedure 1630.

## **Section 5.0 Holidays**

Employees shall receive a 7% holiday pay premium in lieu of holiday overtime and accruing holiday time. This pay is in recognition that SLPMA members work in positions that require

scheduled staffing without regard to holidays. Holiday-in-lieu pay shall be paid in equal amounts in each pay period.

Employees wishing to take a holiday off must use accrued leaves. Employee requests for time off on a City holiday will be granted for those working assignments other than patrol. Employees assigned to patrol will have time off requests approved subject to existing practice for time off requests. At his/her discretion, the Police Chief may require that specified holidays must be taken off by all employees working assignments other than patrol, however such directives must apply uniformly to all non-patrol assignments.

Each employee represented by the Association shall also be entitled to one floating holiday, which shall be scheduled at time mutually convenient to the employee and the Police Chief. The floating holiday must be taken during each calendar year and may not be carried over to another calendar year or converted to pay.

### **Section 6.0 Management Incentive Pay**

Full-time Association employees shall receive management incentive pay at the rate of 80 hours per calendar year; such amount shall be paid equally at each pay period. Such pay is given in recognition of the unique nature of their position (e.g. projects, resolution of difficult issues).

### **Section 7.0 Bilingual Pay**

Employees certified by the City as bilingual will receive \$200 per month bilingual pay when they are required to use a second language. Bilingual skills shall be necessary to the operation of the City, as determined by the department head, and confirmed by an appropriate certification process established by the City. Bilingual pay shall apply to the following languages: Spanish, Chinese, American Sign Language, and other languages as determined by Human Resources.

### **Section 8.0 Deferred Compensation**

The City shall maintain in effect the deferred compensation program as described in the San Leandro Administrative Code for the term of this Agreement. Effective February 16, 2020, the City will match an employee's contribution to the City's Section 457 Deferred Compensation plan up to a maximum of 1% of employee's base pay. Effective January 1, 2021, the City will match an employee's contributions up to a maximum of 1.75% of base pay.

### **Section 9.0 Employee Wellness**

For the period of this Memorandum of Understanding, the concept of employee wellness will continue to be addressed by the City through, but not limited to, executive medical examinations, workshops around health and wellness. The City agrees to continue to provide to employees an Employee Assistance Program as described in the City of San Leandro Personnel Manual, Administrative Procedure 1570. It is agreed that such program shall not be an automatic substitution for appropriate disciplinary action when such action is appropriate.

## **Section 10.0 Retirement– Two-tier System**

The City shall continue to contract with the California Public Employees' Retirement System (CalPERS) to provide retirement benefit programs for the term of this Memorandum of Understanding.

**10.1 Tier One:** For employees hired by the City into the Association prior to January 1, 2013, or for "classic" members of CalPERS hired after January 1, 2013, the City's contract with CalPERS provides the 3% @ age 50 retirement formula, fourth level 1959 Survivors Benefit and the Military Service credit, with 12 months highest final compensation.

Tier one employees shall pay 9% of the employee contribution Pursuant to IRS Code Section 414 (h) (2), these payments shall be made on a pre-tax basis.

**10.2 Tier Two:** For employees hired on or after January 1, 2013 and classified as "new" members of CalPERS as defined by Public Employees Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2.7% @ 57 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA, these employees are responsible for paying one-half of the normal cost of this retirement plan.

## **Section 11.0 Compensation**

Salary for each classification varies from step 1 to step 5 as shown in the salary schedules attached as Appendix A of this agreement. New hires and promotions may be placed at the step closest to a minimum five percent (5%) base salary increase, or any step, subject to the City Manager's final approval. Employees may be advanced from their current step to the next higher step after each year of satisfactory performance.

The salary schedules reflect wage adjustments as follows:

A three (3%) percent across the salary schedule adjustment effective January 1, 2020.

A three (3%) percent across the salary schedule adjustment effective January 1, 2021.

A three (3%) percent across the salary schedule adjustment effective January 1, 2022.

### **11.1 Application of Pay Rates**

#### **A. Pay for Employees in an "Acting" Capacity**

Employees may be assigned to perform the duties of a permanent position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

- (1) Acting assignments shall be made by the Police Chief only, with City Manager approval, and shall be made prior to the beginning of the shift and with written notification to the acting employee;
- (2) Acting assignments shall be made only in those instances where the acting employee will be responsible for the performance of the full range of duties of the higher classification for not less than five (5) full workdays;
- (3) Acting pay shall be the step in the salary range of the higher classification that represents an increase closest to, but not less than 5% above the acting employee's current salary, not to exceed the maximum step of the higher classification's salary range.
- (4) Employees who qualify for acting pay shall be compensated at their acting pay salary level during periods of approved leave, during the acting assignment. In the event that such an employee is absent from work because of illness or injury for five consecutive days, the City may terminate the employee's acting assignment and the additional compensation provided therefore.

Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute acting assignment within the meaning of this section and shall receive no additional compensation.

It is understood that the above provision shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

## 11.2 Educational Incentive Program

Permanent employees shall be eligible for the following educational incentive program.

<u>Category</u>	<u>Certificate</u>	<u>Monthly Amount</u>
A	P.S.	4%
	P.S. (effective 2/16/20)	5%
	P.S. (effective 1/1/21)	6%
B	P.M.	6%
	P.M. (effective 2/16/20)	7%
	P.M. (effective 1/1/21)	8%

Legend:

P.S.= POST Supervisory  
P.M.= POST Management

Employees may only receive compensation for one Educational Incentive Program category. Payments shall be made per pay period upon proof of certificate.

### 11.3 Longevity

Employees who have completed fifteen (15) years of continuous sworn service with the City of San Leandro shall receive two percent (2%) of current base pay.

Employees who have completed twenty (20) years of continuous sworn service with the City of San Leandro shall receive four percent (4%) of current base pay.

Employees who have completed twenty-five (25) years of continuous sworn service with the City of San Leandro shall receive five percent (5%) of current base pay.

Employees hired prior to January 1, 2020 who held full-time positions as Jailer, Public Safety Dispatcher (I/II/Supervisor), or Police Service Technician (I/II/Supervisor) with the City of San Leandro, shall be credited for their continuous time served towards the longevity thresholds set forth, above.

### **Section 12.0 Employee Defense and Indemnity**

In the event that all or part of a claim or judgment is for punitive or exemplary damages in any action otherwise governed by Section 825 of the Government Code and upon request of the employee against whom such claim or judgment is rendered, the City agrees to consider whether the findings set forth in Section 825(b) (1) through (3) may be made. This provision in no way obligates the City to pay punitive or exemplary damages unless it in fact makes those findings.

### **Section 13.0 Layoff**

The appointing authority may lay off an employee in the competitive service because of material change in duties or organization or shortage of work or funds. If, by reason of expiration of a leave of absence, reduction in personnel, demotion to the class, or other cause, there are more employees in any class in the full-time competitive service than there are available positions in that class, the employee last employed in the class shall be laid off; if such employee obtained such position by promotion, he/she shall be demoted to the lower class from which he/she was promoted rather than be laid off. Layoff or demotion shall be based upon the amount of seniority an employee has in the classification he/she is occupying (i.e., the employee with the least amount of seniority in the class shall be the first to be laid off or demoted, if job was obtained by promotion).

Forty (40) days before the effective date of a layoff, the appointing authority and/or designee shall notify Human Resources of the intended action with reasons therefore, and a statement certifying whether or not the services of the employee have been satisfactory. A copy of such notice shall be given to the employee affected at that time. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list.

Employees shall be given thirty (30) days written notice before the effective date of layoff.

All laid-off employees shall be placed on a re-employment list for the class from which they were laid off or demoted (i.e., the last person in the affected class to be laid off shall be the first re-hired when openings occur in that class or any other of the same pay for which the employee is qualified). If the employee on the re-employment list refuses the initial offer of re-employment, the employee's name shall be placed at the end of the re-employment list. If the same employee refuses proffered re-employment the second time, the employee shall be removed from the list and shall no longer be eligible for re-employment as a laid off employee.

Employees on the re-employment list shall be offered positions for which they qualify before new employees are hired.

Re-employment lists shall remain in effect for a period of one year. All employees on the re-employment list shall be mailed notices of vacancies in the City for a period of one year after their layoff.

### **Section 14.0 Work Hours**

When management employees work extraordinary hours; due to large numbers of night meetings, emergencies, major projects, etc., they may, subject to the approval of the Department Head, or in the case of a department head, the City Manager, be authorized additional time off. Such time will be granted only for extraordinary hours; both in excess of the regular work schedule and that time compensated for by administrative leave; and not exceed forty (40) hours per year.

### **Section 15.0 FEMA Reimbursed Overtime**

In cases where there has been a declared emergency and the City receives cash reimbursement from FEMA, the City will reimburse represented employees for extraordinary overtime at an hour for hour basis.

### **Section 16.0 Flexible Work Schedules**

When operationally appropriate and determined to be in the best interest of the City, departments may establish flexible work schedules. Establishment of such schedules shall be in the sole discretion of the Department Head with the approval of the City Manager.

### **Section 17.0 Management Development Program**

In addition to the tuition reimbursement set forth herein, full-time employees shall receive a one thousand dollar (\$1,000.00) per calendar year management development reimbursement. This reimbursement may be for such career development items as training courses, software, technical books, computer purchases when utilized for work-related items, San Leandro club memberships, fitness equipment and/or health club memberships, etc. Expenses reimbursed under this program are subject to the approval of the employees' Department Head, or in place of the Department Head, the City Manager.

## **Section 18.0 Tuition Reimbursement**

The Tuition Reimbursement Program of the City of San Leandro Personnel Manual, Administrative Procedure 1840 is incorporated here by reference. The maximum tuition reimbursement benefit under the program is one thousand dollars (\$1,000.00) per employee per calendar year.

It is understood by the parties that classes taken as prerequisites to an approved course of study are covered by this Tuition Reimbursement Program.

## **Section 19.0 Bonus Pay**

The City Manager, in his/her sole discretion, may award additional pay based on performance, pursuant to the provisions of the Personnel Rules or other authority.

## **Section 20.0 Miscellaneous**

### 20.1 Salary Upon Promotion

Employees promoting to Lieutenant shall be placed at the salary step which provides a minimum increase of at least five percent (5%). All Assignment Differentials and Shift Differentials will be taken into consideration when determining salary step placement.

20.2 The compensatory time off balance of an employee promoting to Lieutenant shall be cashed out at the Sergeant rate. Management employees are not eligible to accrue compensatory time off.

### 20.3 Application of Pay and Benefits

Only employees of the City, at the time this agreement is ratified by the City Council, are eligible to receive any of the salary or benefits so provided.

20.4 The City and Association have discussed the City's unfunded pension and OBEB liabilities. While reserving their respective rights, the parties agree to work cooperatively in subsequent meet and discuss processes to explore and consider these issues.

Nothing in this section shall be interpreted to constitute a reopener to this MOU.

## **Section 21.0 Term of Agreement**

The above modifications have been agreed upon by the signatories of this Memorandum and shall be presented as a joint recommendation for implementation in reference to all employees represented by the San Leandro Police Management Association. The modifications listed herein shall be effective for the period of time listed in section 1.0.

Dated: \_\_\_\_\_

**City Representative:**

\_\_\_\_\_  
Jeff Kay  
City Manager

Dated: \_\_\_\_\_

**Representatives:** San Leandro Police  
Management Association

\_\_\_\_\_  
Luis Torres, President

\_\_\_\_\_  
Isaac Benabou, Treasurer

\_\_\_\_\_  
Joe Moletierri, Secretary





# City of San Leandro

Meeting Date: February 18, 2020

## Resolution - Council

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**File Number:** 20-031

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:**

**TO:** City Council

**FROM:** Jeff Kay  
City Manager

**BY:** Jeff Kay  
City Manager

**FINANCE REVIEW:** Liz Warmerdam  
Interim Finance Director

**TITLE:** RESOLUTION of the City of San Leandro City Council to Approve the Memorandum of Understanding Between the City of San Leandro and the San Leandro Police Management Association (SLPMA) for the period January 1, 2020 through December 31, 2022

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**WHEREAS**, an agreement was reached between the negotiators for the City of San Leandro and the San Leandro Police Management Association (SLPMA); and

**WHEREAS**, a Memorandum of Understanding (MOU) between the City and the SLPMA, for the period January 1, 2020 through December 31, 2022, is presented to this City Council; and

**WHEREAS**, the City Council is familiar with the contents thereof, and

**WHEREAS**, the City Manager recommends approval of said agreement.

**NOW, THEREFORE**, the City Council of the City of San Leandro does **RESOLVE** as follows:

1. That said MOU substantially in the form presented is hereby approved and execution by the City Manager is hereby authorized; and
2. That the City Manager is authorized to make non-substantive revisions to said MOU, subject to the approval of the City Attorney; and
3. That an original executed MOU shall be attached to and made a part of this resolution.