



CONSENT CALENDAR

Agenda Item # 5A

AGENDA REPORT SUMMARY

Meeting Date: July 13, 2021

Subject: Memorandum of Understanding between the City of Los Altos and the Los Altos Peace Officers' Association

Prepared by: Scott Gerdes, Human Resources Analyst

Reviewed by: Jon Maginot, Interim Administrative Services Director

Approved by: Brad Kilger, Interim City Manager

Attachment(s):

1. Resolution No. 2021-XX – Memorandum of Understanding
2. July 1, 2021 – June 30, 2023 Memorandum of Understanding between City of Los Altos and Los Altos Peace Officers' Association
3. Resolution No. 2021-XX – Revised Salary Schedule

Initiated by:

Staff

Previous Council Consideration:

Multiple Closed Sessions held during 2021

Fiscal Impact:

FY 2021/22: \$469,500

FY 2022/23: \$641,000

Costs for FY 2021/22 and FY 2022/23 have been incorporated into the FY 2021/22 and FY 2022/23 adopted budget.

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to adopt Resolution No. 2021-XX approving a two-year Memorandum of Understanding with the Los Altos Peace Officers' Association?

Summary:

- The current three-year Memorandum of Understanding (MOU) between the City of Los Altos (City) and the Los Altos Peace Officers' Association (LAPOA) expired December 31, 2020
- Negotiations between the City and LAPOA representatives for a successor MOU commenced on January 28, 2021 and concluded on June 23, 2021

Reviewed By:

City Manager

BK

City Attorney

JH

Finance Director

JM



Subject: Memorandum of Understanding between the City of Los Altos and the Los Altos Peace Officers' Association

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- LAPOA members ratified the successor agreement on July 2, 2021
 - If approved by Council, the successor MOU will commence on July 1, 2021

Staff Recommendation:

Move to adopt Resolution No. 2021-XX and the terms outlined in the MOU between the City of Los Altos and the Los Altos Peace Officers' Association, which includes a two (2) year agreement and adopt Resolution No. 2021-xx approving the revised salary schedule for FY 2021/22.



Subject: Memorandum of Understanding between the City of Los Altos and the Los Altos Peace Officers' Association

Purpose

To approve the recommended terms for a new two (2) year agreement expiring on June 30, 2023 with Los Altos Peace Officers' Association and to revise the salary schedule.

Background

The previous MOU between the City and LAPOA expired on June 30, 2020. Representatives from both parties met and conferred in good faith and reached a Side Letter Agreement on April 6, 2020 to a six (6) month extension of the MOU, expiring December 31, 2020.

Thereafter, representatives from both parties met and conferred in good faith but were not able to reach a Side Letter Agreement for another six (6) month extension of the MOU. As a result, The MOU between the City and LAPOA expired on December 31, 2020.

Discussion/Analysis

In January 2021, representatives from the City and LAPOA began to meet and conferred in good faith to reach an agreement on a successor MOU for the Council's approval.

The parties reached a tentative agreement on all terms and conditions of employment on June 23, 2021. LAPOA members met and successfully ratified the tentative agreement for a two (2) year MOU on July 2, 2021. Final approval of the successor MOU is now before Council.

As part of approving the MOU, City Council is asked to adopt a resolution revising the salary schedule. On June 22, 2021, the City Council adopted Resolution No. 2021-36 approving the FY 2021/22 Salary Schedule. At that time, the Salary Schedule did not include changes for members of LAPOA. The attached Salary Schedule reflects the changes included in the MOU.

Options

- 1) Adopt Resolution 2021-XX and Resolution No. 2021-XX

Advantages: The parties have met and conferred in good faith in accordance with the Meyers Milias Brown Act (MMBA) to reach a successor agreement for a two-year term. This successor agreement provides labor peace and stability to the City for two years.

Disadvantages: None. Parties have mutually reached this agreement in accordance with the MMBA.



Subject: Memorandum of Understanding between the City of Los Altos and the Los Altos Peace Officers' Association

- 2) Do not approve the MOU and direct City representatives to continue negotiations with LAPOA

Advantages: None identified

Disadvantages: Overturns the tentative agreement by the negotiating parties and ratification from LAPOA membership. The City will continue to operate under the expired and existing Memorandum of Understanding until the impasse and fact-finding processes are concluded and the matter is returned at the conclusion of those processes for Council's final determination.

Recommendation

The staff recommends Option 1.

RESOLUTION NO. 2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
TO ADOPT THE MEMORANDUM OF UNDERSTANDING WITH LOS ALTOS
PEACE OFFICERS ASSOCIATION**

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Los Altos (City) and the Los Altos Peace Officers Association (LAPOA) expired on June 30, 2021; and

WHEREAS, representatives from the City and LAPOA met and conferred in good faith to reach a successor MOU; and

WHEREAS, on July 2, 2021, LAPOA members completed voting and successfully ratified the terms of a two-year successor MOU.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby approves and adopts the Memorandum of Understanding with LAPOA for a term from July 1, 2021 through June 30, 2023.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the ____ day of ____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, MMC, CITY CLERK

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LOS ALTOS
AND
LOS ALTOS PEACE OFFICERS' ASSOCIATION

JULY 1, 2021 THROUGH JUNE 30, 2023

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MEMORANDUM OF UNDERSTANDING
Between the
CITY OF LOS ALTOS
and the
LOS ALTOS PEACE OFFICERS' ASSOCIATION
JULY 1, 2021 - JUNE 30, 2023

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

SECTION 1. PARTIES TO THE AGREEMENT

This Memorandum of Understanding (MOU or Agreement) has been executed by representatives of the City Council of the City of Los Altos (City) and by representatives of the Los Altos Peace Officers' Association.

SECTION 2. RECOGNITION

The Los Altos Peace Officers' Association (Association) is acknowledged as the recognized representative for all full-time employees assigned to the classifications set forth in Appendix A, which is attached hereto.

SECTION 3. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of the MOU, the following authorized agents have been designated:

The City's principal authorized agent shall be the City Manager or designee. The address shall be: City of Los Altos, 1 North San Antonio Road, Los Altos, California 94022.

The Association's principal authorized agent shall be the President of the Los Altos Peace Officers' Association, P.O. Box 1311, Los Altos, California 94023.

SECTION 4. MANAGEMENT RIGHTS

The City reserves all rights with respect to matters of general legislative, managerial and financial policy including, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards and the levels of service; determine the procedures and standards of selection for employment; direct and schedule its employees; establish and enforce performance standards; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work. These rights shall be limited only as specified in this Agreement.

Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

SECTION 5. ASSOCIATION RIGHTS

The Association will be notified and given the opportunity to meet and confer prior to changes in the terms and conditions of employment which are within the scope of representation as defined by the Meyers Milias Brown Act. The City retains the right to act on matters within the scope of representation after discharging all of its obligations under the Meyers Milias Brown Act.

SECTION 6. ASSOCIATION SECURITY

- 6.1 DUES DEDUCTIONS: Payroll deductions for membership dues and assessments (“Dues Deductions”) shall be made by the City to the Association. The following procedures shall be observed in the withholding of employee earnings:
- a. Dues Deductions shall be for an amount set by the Association. Dues deductions shall be made upon notice from the Association that it has and will maintain employees’ written authorization to be a dues-paying member of the Association.
 - b. Employees who have elected not to join or participate in activities of the Association shall not be required to pay dues to the Association.
 - c. Dues Deductions withheld by the City shall be promptly transmitted to the Association electronically unless the parties agree to another method of transmission.
 - d. The City shall implement new, changed, or cancelled Dues Deductions by the second full pay period following receipt of notice of the new, changed or cancelled Dues Deductions from the Association.
 - e. When an employee is in a non-pay status for an entire pay period, no Dues Deductions will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no Dues Deduction shall be made. In this connection, all required deductions have priority over the Association Dues Deductions.
 - f. The Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.
 - g. The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Section. This duty to indemnify and hold harmless shall not apply to actions

related to compliance with this Section 6 brought by the Association against the City. This paragraph shall not apply to any claim against the City where the City failed to process a timely request to change or cancel Dues Deduction, as provided in paragraph d, above.

- 6.2 NEW EMPLOYEE ORIENTATION: The City shall provide the Association with written notice of new employee orientations at least ten (10) calendar days prior to the orientation, unless unfeasible, in which case the City shall provide as much advanced notice as reasonably possible. The notice shall include time, date, and location of the orientation. Representatives of the Association shall be permitted to meet with the new employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory.
- 6.3 EMPLOYEE LIST: The City shall provide the Association with the name and job title of all employees in the bargaining unit once every 120 days, which the parties agree will occur in September, January and May of each year.
- 6.4 COMMUNICATION WITH EMPLOYEES: The Association shall be allowed use of available bulletin board space as determined by the City Manager or designee. The bulletin board shall be used to notify employees of matters pertaining to official Association business and shall not contain any derogatory, defamatory, or inflammatory statements concerning the City or City personnel, nor any materials which could impair the operation of the City.
- Prior to posting any notice or material on the Association bulletin board, the Association shall provide one (1) copy of the notice or material to the Chief of Police.
- 6.5 TIME OFF FOR MEETING AND CONFERRING: The City agrees to provide reasonable paid time off for up to four (4) individuals who will serve as the Association representatives for the purposes of meeting and conferring (“paid release time”). Paid release time is subject to staffing availability may not interfere with the efficiency, safety and security of City operations, and requires advance authorization from the City Manager or designee. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s), however, to avoid the risk of fatigue and exhaustion that may occur due to prolonged negotiations, at the request of the Association representative(s) participating during non-scheduled work hours, the City will make reasonable efforts to modify, adjust or flex the representative’s work hours to credit such time as non-overtime hours worked. Reasonable efforts does not include the authorization of overtime.
- 6.6 ADVANCED NOTICE: Except in cases of emergency, reasonable advance written notice shall be given to the Association if it is affected by any new or proposed change to any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department. The Association shall be given the opportunity to meet and confer with designated City representatives prior to the adoption or implementation of said new or proposed change only as they pertain to

the items directly relating to matters within the scope of representation and not those matters outside the scope of representation such as, but not limited to, those reserved by the City in Section 4 Management Rights.

SECTION 7. LIGHT / MODIFIED DUTY

7.1 POLICY STATEMENT: It is the policy of the Los Altos Police Department that light duty or modified work assignments may be assigned on a temporary and limited basis only at the discretion of the City Manager or designee. Each request for light duty or modified work assignment, whether initiated by management or by the individual involved will be evaluated on a case-by-case basis.

7.2 EVALUATION CRITERIA: An attending physician's statement must be obtained prior to assignment to light or modified duty. The statement must estimate a recovery date, which can be adjusted based upon accelerated rehabilitation, recovery or aggravated circumstances.

The duration of light or modified duty shall be determined on a case-by-case basis, but permanent assignment will not be approved. Any light or modified duty for more than six (6) months will be reevaluated by the City Manager or designee. The final approval of light or modified duty assignments lies with the City Manager or designee, based on the needs of the Department.

7.3 ADMINISTRATION OF LIGHT OR MODIFIED DUTY ASSIGNMENTS: Assignment to light or modified duty can be initiated by a request from the employee or in the form of a directive from the City Manager or designee. A memorandum shall be prepared and routed through the chain of command stating the reasons for the light or modified duty assignment and the duties to be performed. Appropriate physician endorsements shall accompany the memorandum.

Employees assigned to light or modified duty shall receive immediate supervision from the supervisor of the section to which the employee is assigned.

An employee assigned to light or modified duty shall generally work a standard eight (8) hour, five (5) day workweek. However, other alternate work schedules may be assigned by the City Manager or designee based on the needs of the Department.

Sworn officers assigned to light or modified duty may, depending on circumstances, retain their peace officer status. However, since the intent of this section is to keep employees working without subjecting them to conditions that might aggravate their medical condition, assignments shall be confined primarily to non-line functions including, but not limited to: community surveys, dispatching (unless not properly trained), court officer assignments, background investigation, clerical functions, non-critical criminal investigations, desk officer duty, etc.

Assignments will be determined based upon the individual characteristics of the injury or illness involved, and shall be at the discretion of the City Manager or designee.

SECTION 8. SALARY

- 8.1 GENERAL SALARY INCREASE FOR 2021/2022: Effective the pay period that includes July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), base salaries of all represented classifications shall be increased by three and eight-tenths percent (3.8%).
- 8.2 MARKET/EQUITY SALARY INCREASE FOR 2021/2022: Effective the pay period that includes July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), base salaries of sworn classifications shall be increased by an additional one and two-tenths percent (1.2%).
- 8.3 GENERAL SALARY INCREASE FOR 2022/2023: Effective the pay period that includes July 1, 2022, base salaries of all represented classifications shall be increased by the April 2022 12-month Consumer Price Index for the San Francisco Area set by the U.S. Department of Labor Bureau of Labor Statistics (minimum 3% / maximum 3.5%).
- 8.4 RATIFICATION PAYMENT TO NON-SWORN CLASSIFICATIONS: Effective the pay period that includes July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), all employees serving in non-sworn classifications shall receive a non-pensionable lump sum ratification payment in an amount of one and two-tenths percent (1.2%) of their respective salaries as of June 30, 2021. The lump sum ratification payment shall be issued via separate check.
- 8.5 LUMP SUM PAYMENTS: Effective the pay period that includes July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), all employees serving in represented classifications shall receive a non-pensionable lump sum payment of one thousand dollars (\$1,000).
- 8.6 Salary schedules for all represented classifications during the term of this Agreement are listed in Appendix A.

SECTION 9. SPECIAL ASSIGNMENT PAY

The City will provide an additional five percent (5%) of base pay to employees assigned to the following:

- 9.1 Canine Officer Premium. Employees who are routinely and consistently assigned to handle, train and board a canine.
- 9.2 Motorcycle Patrol Premium. Employees who are routinely and consistently assigned to operate and/or patrol on a motorcycle.
- 9.3 Detective Division Premium. Employees who are routinely and consistently assigned to the detective or investigative division or the following intelligence duties: Santa Clara County Special Enforcement Team (SCCSET), School Resource Officer (SRO), Regional Auto Theft Task Force (RATTF).
- 9.4 Administrative Officer Premium: Employees who are routinely and consistently

assigned to provide support for the police chief and command staff in the operation of the police department.

The Parties agree that to the extent permitted by law, special assignment pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(4) and 571.1(b)(3).

SECTION 10. EDUCATIONAL INCENTIVE PAY

The City will provide the following educational incentive pay:

10.1 Peace Officer Standards and Training (POST) Certificate Pay

The City shall provide an additional five percent (5%) of base pay to employees who possess a POST Intermediate Certificate.

The City shall provide an additional two and one half percent (2.5%) of base pay to employees who possess an Advanced POST Certificate. This two and one-half percent (2.5%) shall be in addition to the five percent (5%) specified above.

The City shall provide an additional two and one-half percent (2.5%) of base pay to supervisory employees (Sergeants and Lead Dispatcher) who possess the Supervisory POST Certificate. This two and one-half percent (2.5%) shall be in addition to the seven and one-half percent (7.5%) specified above.

10.2 Crisis Intervention Training Pay

Employees shall receive one percent (1%) of base pay for completing the Crisis Intervention Training Program (CIT).

10.3 Effective Date

Educational incentive pay shall begin on the first full pay period after the employee has documentation to the Police Chief or designee that shows the requisite certificate(s), training and/or education has been attained. Each employee is singularly responsible for submitting all documentation to qualify for Educational Incentive Pay.

The Parties agree that to the extent permitted by law, educational pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(2) and 571.1(b)(2).

SECTION 11. BILINGUAL PREMIUM PAY

The City shall pay thirty-four dollars and sixty two cents (\$34.62) per pay period to employees approved to receive bilingual pay. To receive this pay, employees must demonstrate the ability to both understand and effectively communicate in a language other than English that the Police Chief or designee has determined is necessary for the effective or efficient operation of the City. The Police Chief or designee maintains the right to determine the number of employees eligible to receive this pay.

Employees receiving this pay are required to speak the second language in the course and scope of

their employment when it is necessary and may be asked to assist in translating.

The Parties agree that to the extent permitted by law, bilingual premium pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(4) and 571.1(b)(3).

SECTION 12. HOSTAGE, TACTICAL, SWAT TEAM PARTICIPATION

All full-time unit employees designated as members of the City Hostage Negotiation, Tactical Response, or SWAT teams will receive an additional five percent (5%) of base pay while acting in this capacity for each hour actually worked, including training.

- Hostage Negotiation
- Tactical Response
- SWAT (Special Weapons And Tactics)
- Field Training Officer (Sergeants are not eligible).
- Communications Training Officer

The Parties agree that to the extent permitted by law the premium pays set forth above qualify as special compensation under 2 CCR 571 and 2 CCR 571.1. In the event that the City or the Association learn that any of the pay items listed above may or will not be recognized as special compensation, the parties will reopen negotiations on the narrow and specific issue of providing the compensation associated with those premiums in a manner that complies with CalPERS reporting requirements.

SECTION 13. ACTING CAPTAIN OR POLICE SERVICES MANAGER

All full-time unit employees designated as Acting Captain or Police Services Manager will receive an additional five percent (5%) of base pay for each hour worked while acting in this capacity.

The Parties agree that to the extent permitted by law, acting pay is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3).

SECTION 14. ACTING OUT OF CLASS PAY

All full-time unit employees appointed to work out of class will receive a minimum five percent (5%) additional pay for each hour acting in this capacity.

The Parties agree that to the extent permitted by law, acting out of class pay is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3).

SECTION 15. HOLIDAY PAY

15.1 OBSERVED HOLIDAYS: The following are City-observed holidays:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

Holidays that fall on Saturday will be observed the prior Friday. Holidays that fall on Sunday will be observed the following Monday.

- 15.2 HOLIDAY IN LIEU: The following classifications receive pay for City-observed holidays in the form of five percent (5%) of base pay for regularly-scheduled hours each pay period: Police Sergeant, Police Agent, Police Officer, Police Officer Trainee, Communications Officer, and Lead Communications Officer.
- 15.3 PAID HOLIDAYS OFF: On each City-observed holiday, every Community Services Officer will receive one (1) full shift of paid time off.
- 15.4 FLOATING HOLIDAYS: In addition to the City-observed holidays identified above, Community Services Officers are entitled to two (2) floating eight (8) hour holidays per year. The first floating holiday accrues on October 1st, the second floating holiday accrues on April 1st.

SECTION 16. HOURS OF WORK AND OVERTIME

- 16.1 FAIR LABOR STANDARDS ACT (FLSA) OVERTIME DEFINED: The established FLSA work period for all sworn employees shall be twenty-eight (28) consecutive days with an FLSA overtime threshold of one hundred seventy one (171) hours actually worked, pursuant to 29 U.S.C. section 207(k). The established FLSA work period for all miscellaneous employees shall be seven (7) consecutive workdays with an FLSA overtime threshold of forty (40) hours actually worked.
- 16.2 CONTRACTUAL OVERTIME DEFINED: Employees shall receive overtime compensation for all hours worked in excess of their regularly-scheduled shifts. Paid leave hours will be counted as hours worked for purposes of calculating contractual overtime.
- 16.3 CONTRACTUAL OVERTIME RATE DEFINED: The contractual overtime rate for each contractual overtime hour worked is an employee’s pay period salary plus includable compensation as defined by the FLSA at 29 U.S.C. section 207(e), divided by eighty (80), times one and one half (1.5).
- 16.4 CANINE HANDLERS: Through December 31, 2021, employees assigned as canine handlers will be assigned to work a ten (10) or twelve (12) hour shift; however, one hour per workday will be allowed for grooming and maintenance of the canine and will be considered on duty time. Duty time worked by the canine handler in excess of the assigned shift shall be compensated at contractual overtime rate. Effective January 1, 2022, employees assigned as canine handlers shall be paid seven (7) hours at the contractual overtime rate per pay period for off-duty time spent on grooming and maintenance of their canine partner. The City and the Association have considered the time that canine handlers typically spend on off-duty canine care and have determined

the reasonable amount of time is seven (7) hours per pay period. Canine handlers are not permitted to work more than seven hours per pay period on off-duty canine care.

- 16.5 COMPENSATORY TIME OFF: Employees shall be allowed to accrue up to one hundred and forty (140) hours of compensatory time off in lieu of paid overtime subject to the approval of the Chief of Police. Effective the last pay period in November, all accrued compensatory time hours above one hundred (100) hours will be cashed out and payment of cashed out hours will be made on the first pay period in December. Compensatory time payment shall be in a separate check.

An employee wishing to use their accrued CTO shall provide their supervisor with reasonable notice. An absence that will unduly disrupt operations of the Department will not be granted.

- 16.6 CONSECUTIVE SHIFTS / EIGHT HOUR REST PERIOD: An employee who works their entire shift or longer will receive no less than eight (8) hours of time off before returning to duty or other required work assignments (required training, court etc.). In no event shall an employee be required to work more than sixteen (16) consecutive hours.

In the event the eight (8) hour rest period between shifts includes time that the employee would normally be scheduled to work, the City will pay the employee straight-time for those hours. However, an employee will return to work to complete his/her normal shift if there is any time remaining on his/her shift after the eight (8) hour rest period is completed.

These provisions do not apply to voluntary overtime, special events or voluntary training. Also exempt are traffic court appearance or work assignments under four (4) hours. The eight (8) hour rest period requirement can be waived if mutually agreed to by the employee and the employee's supervisor.

Exceptions to the above are:

- a. Unforeseen emergency situations such as; extended tactical events, natural disasters or other extraordinary events requiring more than normal police staffing. Backfilling for sick calls or common staffing issues do not constitute an emergency for the purposes of this section.
- b. It is understood that Specialty assignments can be exempt from these provisions and will occasionally require employees assigned to those specialties to work beyond sixteen (16) hours or to require employees to return to duty prior to the eight (8) hour rest period. However, when practical, the Supervisor of the employee or Watch Commander will make every effort to comply with the provisions above.

It is the employee's responsibility to notify their supervisor or the on-duty Watch Commander that their schedule is approaching the sixteen (16) hours of consecutive work and their need for the rest provisions above. Employees should notify their supervisors as soon as practical to ensure that proper staffing is maintained.

- 16.7 ADMINISTRATIVELY ALTERED SHIFTS: When an employee is directed to alter their shift with less than a twenty-four (24) hour notice, the employee shall be compensated at a rate of time and one half (1.5) the employee's base rate of pay for every hour worked outside their normal shift.

The maximum work hours of sixteen (16) hours and the eight (8) hour rest period requirement will be observed for all altered shifts except for employees assigned to Detectives division and RATTF.

- 16.8 LUNCH PERIOD: Employees assigned to specialty positions and Community Service Officers (CSO's) are entitled to one (1) paid thirty (30) minute lunch period during their assigned shift. Employees may be required to handle calls for service or other events during their lunch period.

- 16.9 COURT OVERTIME: An employee who is required to make a work-related court appearance that is not contiguous to their regular work shift, shall be compensated for the actual hours worked or four (4) hours, whichever is greater, at the contractual overtime rate.

If an employee's work-related court appearance is cancelled after he/she reports to court, the employee shall receive the four (4) hour minimum compensation. If the appearance extends beyond four (4) hours, the member shall be compensated on an hour-per-hours basis to the nearest fifteen (15) minute increment.

Actual hours worked for purposes of this section shall include court preparation time, travel time between the Department and court and any break in the court session, including but not limited to lunch periods. Court overtime compensation will terminate when employee's normally-scheduled work shift begins.

At no time will an employee be paid twice for the same work hours. If the employee has overlapping court appearances, the employee will be paid for the true hours worked or the four (4) hour minimum compensation, whichever is greater.

- 16.10 COURT STANDBY: Off-duty employees who are placed on approved telephone standby for a court/hearing appearance shall receive a lump sum of \$200.00 per day.

If an employee on telephone standby is instructed to appear in person at a time consecutive to the standby, the employee will be paid at the employee's contractual overtime rate from the time standby began until the appearance has concluded. In no event shall this amount be less than the four (4) hour minimum set forth in Section 16.9. In this situation, the employee will receive overtime compensation in lieu of standby pay.

If an employee on approved telephone standby is instructed to appear at a time nonconsecutive to the standby, the employee shall be eligible for both court standby pay and court overtime for the time spent appearing. However, no employee shall be entitled to more than one instance of court standby pay per 24-hour period.

- 16.11 “E” DAY: If staffing allows, employees have the discretion of either working at straight time pay or taking time off on their “E” day if approved by their supervisor or the on-duty Watch Commander. Employees working a twelve (12) hour shift on their “E” day shall be paid at the contractual overtime rate for the final four (4) hours of the “E” day shift assignment.
- 16.12 TRAINING/TRAVEL COMPENSATION: All training must be approved by the Police Chief or designee.
- a. Training deemed “mandated” by the Police Chief or designee will be handled as follows:
1. For all mandated training except CPT or SWAT, the employee’s work schedule may be adjusted to minimize the amount of overtime incurred. If any adjustment results in the need for overtime (e.g., to backfill on a shift that had to be flexed off), the employee whose shift has been adjusted will have the right of first refusal to the overtime assignment. For CPT and SWAT, officers must adjust their schedules so as not to incur overtime to attend.
 2. Any overtime for training must be approved by the Police Chief or designee prior to attending the training.
 3. Mileage and all other payments, reimbursements and/or advances will be in accordance with the City of Los Altos Administration Instruction, Travel and Expense Policy. Mileage will be reimbursed according to actual miles travelled between the employee’s home and the training site.
 4. Employees that travel for training on a non-work day (unadjusted) shall be paid for actual travel time between the employee’s home and the training site. Employees that travel for training on a work day shall be paid for actual travel time between the employee’s home and the training site beyond the employee’s normal commute.
 5. All costs associated with trainings must be reviewed and approved by the Police Chief or designee prior to the training.
 6. Any lunch break period during mandated training shall be treated as hours worked.
- b. Training deemed “discretionary” by the Police Chief or designee will be handled as follows:
1. No overtime will be granted for attending “discretionary” training, unless approved in advance by the Chief of Police or designee.
 2. The employees work schedule may be adjusted to attend the training if approved in advance by the Police Chief or designee.

3. If approved by the Police Chief or designee in advance, registration fees will be fully paid directly by the City by check or credit card.
4. All other costs including but not limited to; travel, mileage, lodging, meals, tolls, parking fees, taxis, and/or public transportation are the responsibility of the employee and are not reimbursable.
5. If available and approved by the Police Chief or designee in advance, a City vehicle may be used to attend the training.

c. “Day for a Day”

Employees assigned to a ten (10) hour or twelve (12) hour work shift assignment will be credited with a minimum of ten (10) hours or twelve (12) hours (depending on work assignment) for all training days scheduled to last at least eight (8) hours that occur on the employee’s regularly scheduled work days. This is to prevent the employee from having to use his/her time off to make up the difference between a regular work shift and a training day. This section will not apply for training that results in overtime.

- 16.12 CALL BACK COMPENSATION: Full-time employees who are called in, or in any other manner required to work hours that are not contiguous to their regular work shift shall receive a minimum of four (4) hours compensation at the contractual overtime rate. The call back compensation time shall begin once the employee receives notification of the call back request and immediate response is required.

Full-time employees who have received twenty-four (24) hours or more notice of required work hours (excluding court appearances) that are not contiguous to a regular work shift shall receive a minimum of two (2) hours compensation at the contractual overtime rate.

- 16.13 ADDITIONAL LEAVE PROTECTION: Effective July 1, 2021, or the first full pay period following Association ratification and subsequent Council approval of this MOU (whichever is later), for time off requests in addition to days selected pursuant to the Department’s vacation sign-up, if an employee wishes to use vacation or compensatory time off hours, which causes their team to fall below minimum staffing, the Department will post overtime for shift coverage for up to thirty-six (36) hours of vacation or CTO leave used by an employee per six month shift cycle. The Department will not order someone to fill the shift, and if the employee fails to use the full thirty-six (36) hours in each six month bid period, the time does not carry over into the next six month shift cycle.

SECTION 17. VACATIONS

- 17.1 VACATION ACCRUAL: Full-time employees shall accrue vacation hours as follows:

<u>Years of Continuous Service</u>	<u>Annual Vacation Accrual</u>	<u>Maximum Accrual</u>
First 4 years	112 hours	264 hours
At the beginning of the 5th year	152 hours	384 hours
At the beginning of the 6th year	160 hours	408 hours
At the beginning of the 8th year	168 hours	432 hours
At the beginning of the 10th year	176 hours	456 hours
At the beginning of the 12th year	184 hours	480 hours
At the beginning of the 14th year	192 hours	504 hours
At the beginning of the 20th year	212 hours	564 hours

Vacation accrual changes will begin the first full pay period following the employee's anniversary date.

- 17.2 VACATION ELIGIBILITY REQUIREMENTS: Employees shall start to accumulate vacation credit as of their date of employment. Employees shall not accrue vacation leave for any pay period during which they are on layoff or other leaves of absence without pay (unless otherwise agreed by the City), or engaged in conduct in violation of Section 27 - No Strike.
- 17.3 VACATION ACCUMULATION: No vacation shall be earned or accrued above the maximum accrual amount. Exceptions to the accrual maximum in extraordinary circumstances may be made with written approval of the City Manager. Any such decision shall not be subject to the grievance procedure.

SECTION 18. UNIFORM ALLOWANCE

The City shall be responsible for provision and maintenance of all uniforms and safety equipment.

The Parties agree that to the extent permitted by law, the City reports the value of uniforms as pensionable to CalPERS for classic members only, pursuant to 2 C.C.R. section 571(a)(5). For sworn classifications, the amount reported is \$39.00 per pay period. For non-sworn classifications, the amount is \$19.50 per pay period.

SECTION 19. SICK LEAVE PAY OUT AT HONORABLE SEPARATION

Upon honorable separation from the City (retirement, death, or resignation with no pending investigation or disciplinary matter), employees with five (5) or more years of continuous service with the City may elect to receive cash payment of their accumulated and unused sick leave hours, up to 100 hours. Each hour of cashed-out sick leave will be paid at the employee's base hourly rate at the time of separation.

Federal taxation law governs this section and the City may require employees to submit an irrevocable election form the calendar year prior to separation to take advantage of this benefit.

SECTION 20. PERFECT ATTENDANCE

Effective July 1, 2021, or the pay period during which the Council approves this MOU (whichever is later) employees no longer accumulate perfect attendance and employees' accrued perfect attendance hours are frozen. As used here, "frozen" means employees are not entitled to use perfect

attendance hours and are not entitled to perfect attendance payouts (unless the employee separates prior to the first full pay period in December 2021, in which case the employee's unused perfect attendance hours will be cashed out at the employee's base hourly rate as taxable wages).

Effective the first full pay period in December 2021, all accrued perfect attendance hours will be converted to vacation hours up to 20 hours below the employee's maximum vacation accrual cap at the time of conversion. For any employee with remaining perfect attendance hours after the vacation conversion, the City will convert such hours to pre-tax contributions to the employee's deferred compensation account in the first full pay period of 2022. If, however, the City learns the deferred compensation plan or applicable law prohibits the conversion of such hours to pre-tax contributions to the employee's deferred compensation account, the City will cash out the remaining perfect attendance hours in the first full pay period in 2022. For any employee with remaining perfect attendance hours after the conversion to deferred compensation (if applicable), the employee will be paid in cash for any such hours via separate check. Each hour of accumulated perfect attendance will be cashed-out at the employee's base hourly rate as taxable wages.

Effective July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), all employees will receive sixteen (16) hours of vacation in their respective vacation bank.

SECTION 21. DEFERRED COMPENSATION

The City shall make available a deferred compensation program for voluntary employee participation.

SECTION 22. RETIREE HEALTH SAVINGS PLAN

The City shall make available to all employees a retiree health savings plan (RHSP) administered by ICMA-RC. Effective January 1, 2022, the City will contribute to each employee's RHSP account an amount based on continuous years of service at the City as follows:

<u>Years of Service</u>	<u>Pay Period Contribution</u>
0-5	\$25.00
5-10	\$35.00
10+	\$45.00

For probationary employees, the City's contribution will vest upon successful completion of probation.

SECTION 23. HEALTH AND MEDICAL BENEFITS

23.1 MEDICAL PLAN:

The City contracts with CalPERS to provide medical insurance benefits to eligible employees and their dependents, as well as eligible retirees.

- a. Active Employees – the City's monthly contribution for each eligible active employee shall be the minimum employer contribution required under PEMHCA (\$143 per month for calendar year 2021), as may be adjusted by CalPERS from year to year.

- b. Eligible Retirees – The City has implemented the unequal employer contribution method for the City’s contribution to medical benefits for eligible City retirees pursuant to California Government Code section 22892. Under this method, the City’s contribution for each eligible retiree will increase annually by no less than 5% of the monthly employer contribution for active employees, until the employer contribution for retirees equals the employer contribution paid for active employees. For calendar year 2021, the City’s contribution to medical benefits for eligible City retirees is \$143.
- c. The current required employer contribution will remain the minimum contribution allowed by law, unless the statutory contribution is changed, in which case the City reserves the right to discontinue the program.
- d. Active Employee Additional Health Contribution - The City will pay the full cost of monthly plan premiums at the tier at which the employee participates (employee, employee plus one, employee plus family), not to exceed the CalPERS Kaiser Bay Area monthly plan premium.

If the employee elects medical coverage at rates higher than the CalPERS Kaiser Bay Area plan rate, the employee will pay the difference between the CalPERS Kaiser rate at the tier at which the employee participates and the cost of the elected plan, through payroll deduction.

- e. The City will be responsible for paying CalPERS administrative fees and the City’s cafeteria plan administrative fees.
- d. The City maintains the right to select, change, or modify medical plans or providers, as the level of benefits remain substantially the same.

23.2. DENTAL AND VISION BENEFITS:

The Dental and Vision Plan year is January 1 through December 31. The City’s maximum yearly employee dental/vision reimbursement is currently \$1,939 per employee and \$1,291 per dependent. Pursuant to City Council Resolution 2008-45, the annual reimbursement maximum for employees and dependents will be adjusted annually using the 12-month CPI-U, San Francisco Area, set by the U.S. DOL BLS for the month of September, not to exceed 3%, and becomes effective January 1 of the following year. The annual reimbursement maximum may be used for dental and/or vision care.

Covered expenses are detailed in the City’s Reimbursement Plan, which is available from Human Resources. Covered expenses are set by the Plan.

Employees and/or their dependents are permitted to use up to the cumulative maximum yearly reimbursement amount for dental or vision care for the employee and/or his or her dependents, as long as such care is not otherwise covered by a medical insurance plan.

SECTION 24. LIFE INSURANCE

The City shall fund life insurance for each unit employee at the rate of one hundred and fifty percent (150%) of the employee's annual salary subject to a fifty thousand dollar (\$50,000.00) maximum and existing age limitation requirements. Employees shall have the right to purchase an additional one hundred and fifty percent (150%) of their annual salary of additional life insurance.

SECTION 25. RETIREMENT

The City contracts with CalPERS for retirement benefits.

25.1 FOR "CLASSIC" SAFETY MEMBERS

For employees commonly referred to as "classic" employees (i.e., those that are not defined as "New Members" by the Public Employees' Pension Reform Act of 2013 (PEPRA)):

a. 3% AT AGE 50 PLAN

For sworn employees hired prior to December 31, 2011, the City provides the PERS 3% at age fifty (50) retirement plan. Each employee shall pay the nine percent (9%) employee contribution rate to maintain such benefits. Additional benefits currently provided include:

- Single highest year (section 20042)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

b. 3% AT AGE 55 PLAN

For sworn employees hired on or after January 1, 2012, the City provides the PERS 3.0% at age fifty-five (55) retirement plan. Each employee shall pay the nine percent (9%) employee contribution rate to maintain such benefits. Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City's contract

with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

25.2 FOR “CLASSIC” MISCELLANEOUS MEMBERS

a. 2.7% AT AGE 55 PLAN

For miscellaneous (non-sworn) employees hired prior to July 1, 2011, the City provides the PERS 2.7% at age fifty-five (55) retirement plan. Each employee shall pay eight percent (8%) employee contribution to maintain such benefits. Additional benefits currently provided include:

- Single highest year (section 20042)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

b. 2.0% AT AGE 60 PLAN

For miscellaneous (non-sworn) employees hired on or after July 1, 2011, the City provides the PERS 2.0% at age sixty (60) retirement plan. Each employee shall pay the seven percent (7%) employee contribution to maintain benefits. Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

25.3 FOR “NEW MEMBERS”

For “New Members” as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA):

a. NEW SAFETY MEMBERS – 2.7% AT AGE 57 PLAN

For sworn employees hired on or after January 1, 2013, the City provides the PERS 2.7% at age fifty-seven (57) retirement plan. New members shall pay retirement contributions as required by law, which is currently to fifty percent (50%) of the normal cost rate set forth in the annual CalPERS valuation report. Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

b. NEW MISCELLANEOUS MEMBERS – 2.0% AT AGE 62 PLAN

For non-sworn employees hired on or after January 1, 2013, the City provides the PERS 2.0% at age sixty-two retirement plan. New members shall pay retirement contributions as required by law, which is currently equal to fifty percent (50%) of the normal cost rate set forth in the annual CalPERS valuation report. Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

SECTION 26. NO STRIKE

The Association, its members and representatives, agree that it and they, will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, or to perform customary duties, and neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management for the City, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.

SECTION 27. EMPLOYEE ASSISTANCE PLAN

The City provides an Employee Assistance Plan at City expense.

SECTION 28. TUITION REIMBURSEMENT PROGRAM

Members may continue to participate in the City's Tuition Reimbursement Program, in addition to any compensation received as Education Incentive Pay. Details of the program will be provided to the Association members and posted in the briefing room.

SECTION 19. SICK LEAVE

Employees shall continue to accrue sick leave at a rate of 3.69 hours per pay period. Sick leave usage shall be in accordance with Section 19.03 of the Personnel Regulations of the City of Los Altos. A copy of the City's Personnel Regulations is attached hereto as Appendix B.

SECTION 30. BEREAVEMENT LEAVE

In the event of a death in the immediate family of a full-time regular employee, up to five (5) working days of bereavement leave per occurrence will be allowed for personal matters relating to the death. Immediate family is defined as wife, husband, domestic partner, mother (in-law) father (in-law), sister (in-law), brother (in-law) son (in-law), daughter (in-law), step child, step parent, grandparent (in-law), or grandchild (in-law). Two (2) working days of bereavement leave, per occurrence, will be allowed for personal matters related to the death of an aunt (great), uncle (great) or nephew (great), or a close relative residing in the household of the employee. Special circumstances beyond this policy (such as other relatives residing within the employee's household) may be considered on a case-by-case basis and must be approved by the City Manager.

Bereavement leave is a separate paid leave benefit. Use of bereavement leave for up to five (5) days does not reduce accumulated sick leave, vacation or compensatory time off. At the request of the City, the employee will provide verification.

SECTION 31. GRIEVANCE PROCEDURE

The Grievance Procedure is established to provide a consistent process for the fair and expeditious resolution of grievances.

- 30.1 Definition of a Grievance: A grievance is an allegation by one or more employees or the Association that there has been a misinterpretation, misapplication or violation of this MOU.
- 30.2 Time Limitations: Should a decision not be rendered within the time limits set forth below, the grievant may appeal to the next step in the procedure. Should the grievant fail to appeal a decision within the time limits set forth below, the grievance will be considered resolved and the grievant will have waived all rights to appeal.
- 30.3 Grievant: An employee, a group of employees, or the Association may file a grievance. If an employee(s) is the grievant, they must initiate their grievance at Step One. If the Association is the grievant, it must initiate the grievance at Step Two.
- 30.4 Steps in the Grievance Process
 - 30.4.1 Step One (Immediate Supervisor)
An employee(s) who alleges a violation of the MOU must present the grievance to their

immediate supervisor. If the Association is the grievant, it shall submit the grievance at step 2.

The grievance must be presented to the immediate supervisor within ten (10) calendar days of the occurrence giving rise to the grievance or the time within which the grievant knew or should have known of the occurrence.

The supervisor will investigate the alleged grievance. The supervisor shall have independent authority to sustain or deny the grievance, and shall provide a decision on the grievance within ten (10) calendar days from the date the employee presented the grievance.

30.4.2 Step Two (Police Chief)

If the employee is not satisfied with the decision of the Step One grievance, the employee or their representative must present the grievance to the Police Chief within fifteen (15) calendar days of the response from the supervisor at Step One.

The Step Two grievance must be in writing and must: (1) state the sections of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified provision(s) has occurred; and (3) state the desired remedy to resolve the grievance.

The Police Chief or designee will investigate the alleged grievance. The investigation will include meeting with the grievant. The Police Chief or designee shall provide a written decision on the grievance to the grievant within fifteen (15) calendar days from receipt of the Step Two written grievance.

30.4.3 Step Three (Personnel Review)

If the grievant is not satisfied with the decision on the Step Two grievance, the grievant or their representative must present the grievance in writing to the Human Resources Manager within ten (10) calendar days of the response from the Police Chief at Step Two.

The Step Three grievance must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified section(s) of the MOU has occurred; (3) provide as much narrative as possible as to why the employee is not satisfied with the decision on the Step Two grievance; and (4) state the desired remedy to resolve the grievance. The Step Three grievance must attach the written decision of the Police Chief at Step Two.

The Human Resources Manager or designee shall investigate the alleged grievance. The Human Resources Manager or designee shall provide a written decision on the grievance to the grievant within fifteen (15) calendar days from receipt of the Step Three written grievance.

30.4.4 Step Four (Arbitration)

Should the grievance remain unresolved through the preceding steps, the Association may request binding arbitration as the final step in the grievance process, by notifying the City of their intent to proceed to arbitration. Such notice shall be provided to the City Manager within fifteen (15) calendar days from the date of the Human Resource Manager's decision at Step Three.

- 30.4.4.1 Selection of the Arbitrator: Upon notice of intent to arbitrate, the Association and the City Manager or designee shall meet to select an arbitrator. If unable to mutually agree on the selection of an arbitrator, then a list of seven (7) available arbitrators shall be obtained from the State of California Mediation and Conciliation Services. Upon receipt of such list, the parties shall meet (in person, by phone or virtually) and if unable to mutually select an arbitrator from such list then a coin shall be flipped and the party correctly calling the coin flip shall strike a name from the list. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator.
- 30.4.4.2 Decision of the Arbitrator: The decision, opinion, and award of the arbitrator shall be final and binding upon all parties, subject to review only under the provisions of California Code of Civil Procedure Section 1280 et seq., as amended. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this MOU.
- 30.4.4.3 If the question of arbitrability is raised, the arbitrator shall make his/her determination on arbitrability prior to hearing the merits of the grievance, unless the parties mutually agree otherwise.
- 30.4.4.4 The City shall prepare in blank and deliver to the arbitrator subpoenas for issuance by him/her. The arbitrator may, in his/her discretion, require a showing of good cause prior to the issuance of any subpoena.
- 30.4.4.5 The Association and the City agree to share equally all costs of the arbitrator and to be responsible for their own respective costs of making their presentation to the arbitrator.
- 30.4.4.6 If by mutual agreement or requirement of the arbitrator, services of a court reporter are utilized, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

30.4.5 Extension of Time Limits

The Step One time limits set forth above may be extended with prior written approval from the Police Chief. The remaining time limits set forth above may be extended by mutual agreement for good cause.

30.5 General Provisions

- 30.5.1 Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts to conclude any matter as promptly as possible.

- 30.5.2 Nothing in these procedures shall be construed to prevent the parties from mutually agreeing to other alternative dispute procedures, such as voluntary mediation, at any point during the grievance procedure.
- 30.5.3 Concurrent grievances alleging violation of the same provision and/or based on the same occurrence may be consolidated upon the agreement of the City and the Association. Consolidated grievances shall be determined in one proceeding.
- 30.5.4 Once a Step Two grievance has been submitted, no other grievance concerning the issue, incident, or action upon which the grievance is based may be initiated.

SECTION 31. DISCIPLINE PROCEDURES

31.1 PREDISCIPLINARY PROCEDURES:

- a. **DELEGATION:** The Police Chief's authority to implement the disciplinary procedures herein may be delegated to an appropriate designee who may perform any or all of the actions/procedures required under this Section.
- b. **"PUNITIVE ACTION":** As used in herein, the term "punitive action" means any action defined as such by Government Code § 3303, i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."
- c. **PUNITIVE ACTION WITHOUT PRIOR NOTICE OR PREDISCIPLINARY MEETING:** Employees subject to a written reprimand will not receive prior notice or an opportunity to be heard before the written reprimand is issued.
- d. **NOTICE OF INTENT:** Prior to taking punitive action against any employee that is not a written reprimand, the Chief of Police or designee shall notify the employee in writing of the following:
 - 1. The proposed punitive action and effective date for such action;
 - 2. The nature of the charges and/or violation of City regulations, policies, and/or MOU provisions;
 - 3. The reasons and factual bases for the proposed action;
 - 4. The relevant written materials, written reports and documents (if any) considered by the departmental manager or supervisor in reaching the decision to propose the disciplinary action;
 - 5. The right of the employee to respond verbally or in writing within seven (7) calendar days of receipt of the notice; and
 - 6. The right of the employee to be represented by an attorney or other representative at any further proceedings.
- e. **PREDISCIPLINARY "SKELLY" MEETING:** Any employee who receives notice of intended punitive action according to Subsection 31.2(d), and who desires to respond to said notification, shall submit a written response and/or request a predisciplinary Skelly meeting within seven (7) calendar days of receipt of notification in the manner specified in the

notification. The employee's failure to provide a written response or request a Skelly meeting within 7 calendar days shall be deemed an intentional waiver of the employee's right to respond to the proposed punitive action before the action is taken.

When an employee requests a Skelly conference, the Chief of Police or designee will conduct the conference. The Skelly conference is not an evidentiary hearing and it shall be limited to the informal presentation of information by the employee and their representative in response to the charges and allegations set forth in the notice of proposed discipline.

The timelines applicable to the employee's predisciplinary response may be extended by the Chief of Police, and the Chief may agree to extend the timelines for good cause upon the employee's request.

- 31.3 NOTICE OF FINAL DISCIPLINE: After conclusion of the predisciplinary meeting or after the Chief's receipt and review of the employee's written response, and within 30 days of the final decision, the Chief of Police shall serve on the employee a Notice of Final Discipline wherein the employee will be notified in writing of the nature and extent of the discipline, if any, and the effective date of the discipline. The Notice of Final Discipline shall also contain a statement of charges which shall set forth the acts or omissions with which the employee is charged in order that the employee will be able to prepare his/her defense. The Notice of Final Discipline shall also specify the City/Department rules, regulations, policies and procedures which the employee is alleged to have violated.

The Notice of Final Discipline shall also advise the employee of his/her right to request an appeal hearing by filing a Notice of Appeal within seven (7) calendar days of receipt of the Notice.

31.4 APPEAL RIGHTS

- a. NON-PROBATIONARY PUBLIC SAFETY OFFICER APPEAL RIGHTS: The Informal and Formal appeal procedures set forth at Subsections 31.5 and 31.6 below apply to non-probationary public safety officers. The term "public safety officer" means an employee who is considered a "public safety officer" under Government Code § 3301.
- b. NON-PROBATIONARY, NON-SWORN APPEAL RIGHTS: The Formal appeal procedure set forth at Subsection 31.6 below applies to non-probationary, non-sworn employees. The Informal procedure set forth at Subsection 31.5 below does not apply to non-sworn employees.
- c. NO PROBATIONARY EMPLOYEE APPEAL RIGHTS: A probationary employee shall be subject to any punitive action, including dismissal, at any time during the probationary period without right of an appeal set forth herein.

- 31.5 INFORMAL HEARING PROCEDURE (SWORN PERSONNEL ONLY): The following administrative appeal process shall apply to officers' appeals of written reprimands, non-punitive transfers that result in loss of pay, and any other punitive action for which an officer does not receive a formal appeal hearing under Subsection 31.6 below.

Note: a transfer which is not expressly described as corrective/punitive/disciplinary action shall not be considered a punitive transfer.

- a. **NOTICE OF APPEAL:** Within seven (7) calendar days of the effective date/issuance of a punitive action subject to this informal hearing procedure, the officer shall notify the Chief of Police, in writing, of the officer's request to appeal the punitive action. The Notice of Appeal shall specify the punitive action being appealed and the substantive and/or procedural grounds for the appeal. Within fourteen (14) calendar days from receipt of the Notice of Appeal, the Chief of Police will notify the officer of the time and place of the informal hearing and the identity of the Hearing Officer.
- b. **HEARING OFFICER:** The Hearing Officer shall conduct the informal hearing in accordance with the procedures set forth herein. In an informal hearing, if the punitive action is issued by a lower-ranked supervisor, the Chief of Police shall be the Hearing Officer. The Chief's decision on the appeal shall be final and binding.

If the punitive action is issued by the Chief, or if the Chief cannot serve as the Hearing Officer because of actual bias, prejudice or interest as defined by Government Code section 11425.40, then the City Manager or designee shall serve as the Hearing Officer. In such cases, the determination of the City Manager or designee shall be final and binding.

- c. **BURDEN OF PROOF:** The City shall bear the burden of proof at the hearing. The City must prove the facts which form the basis for the charge(s) by a preponderance of the evidence. The City must also prove that the punitive action was reasonable in consideration of the gravity of the offense and any history of prior discipline.
- d. **CONDUCT OF HEARING:**
 1. The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence and argument. There is no right of intervention, discovery, or prehearing conferences.
 2. The parties may present opening statements.
 3. The parties may present evidence through documents and testimony. Witnesses shall testify under oath. The oath may be administered by the Hearing Officer. The parties shall only be entitled to confront and cross-examine witnesses if the punitive action involves a loss of compensation (e.g., unpaid suspension of 24 hours or less).
 4. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.
- e. **REPRESENTATION:** The employee may be represented by an Association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the employee. The City/Department shall also be

entitled to representation at all stages of the proceedings. All costs associated with such representation shall be borne by the City.

- f. **DECISION:** The Hearing Officer shall issue his/her decision in writing to the parties within thirty (30) calendar days of the submission of the case by the parties for decision. The Hearing Officer's written decision shall contain findings regarding the facts which form the basis for the charge(s), and a determination on the reasonableness of the penalty in consideration of the gravity of the offense and any history of prior discipline. The Hearing Officer's decision shall be final and binding.

The decision shall be served on the parties and shall advise the officer that judicial review of the decision is governed by California Code of Civil Procedure section 1094.5 and the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure section 1094.6.

- 31.6 **FORMAL HEARING PROCEDURE FOR SIGNIFICANT DISCIPLINE (SWORN AND NON-SWORN PERSONNEL):** The following administrative appeal process shall apply to all appeals of discharge, demotion, unpaid suspensions, any reduction in salary, and punitive transfers. Note: a transfer which is not expressly described as corrective/punitive/disciplinary action shall not be considered a punitive transfer.

- a. **NOTICE OF APPEAL:** Within seven (7) calendar days of receipt by an employee of Notice of Final Discipline as set forth in Subsection 31.3 above, the employee shall notify the Chief of Police in writing of the employee's intent to appeal the punitive action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. **HEARING OFFICER:** Upon receipt of the employee's Notice of Appeal, the parties will select a neutral Hearing Officer who will hear the employee's appeal and provide a written advisory decision to the City Manager. The Hearing Officer shall conduct the formal hearing in accordance with the procedures set forth herein.

The parties may mutually agree upon a Hearing Officer, or the parties will jointly select a Hearing Officer from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator to serve as Hearing Officer, they shall strike names from the list. The parties shall flip a coin to determine who strikes first. The arbitrator's fee and expenses shall be borne equally by the parties.

- c. **BURDEN OF PROOF:** The City shall bear the burden of proof at the hearing. The City must prove the facts which form the basis for the charge(s) by a preponderance of the evidence. The City must also prove that the punitive action was reasonable in consideration of the gravity of the offense and any history of prior discipline.
- d. **CONDUCT OF HEARING:**
 - 1. The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The

Hearing Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

2. Each side will be permitted an opening statement. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witnesses and evidence in defense.
 3. Witnesses shall testify under oath. The oath may be administered by the Hearing Officer.
 4. Each side will be allowed to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her.
 5. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.
 6. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.
 7. Following the presentation of evidence, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.
- e. REPRESENTATION: The employee may be represented by an Association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation, and any other costs the employee incurs in association with the appeal hearing, shall be borne by the employee. The City/Department shall also be entitled to representation at all stages of the proceedings. All costs associated with such representation, and any other costs the City incurs in association with the appeal hearing, shall be borne by the City.
- f. RECOMMENDED DECISION: The Hearing Officer shall prepare and issue a Recommended Decision in writing within thirty (30) calendar days of the submission of the case by the parties for decision. The Hearing Officer's written Recommended Decision shall set forth whether the charge(s) are sustained, and shall contain findings regarding the facts which form the basis for the charge(s), and a determination on the reasonableness of the penalty in consideration of the gravity of the offense and any history of prior discipline.

The Hearing Officer shall serve the Recommended Decision on the parties.

- g. FINAL DECISION: Upon receipt of the Hearing Officer's Recommended Decision, the City Council will consider the Recommended Decision and make a Final Decision. The City Manager will thereafter sustain, revoke, or modify the disciplinary action.

The City Council's Final Decision shall be served on the parties and shall advise the officer that judicial review of the decision is governed by California Code of Civil Procedure section 1094.5 and the time within which judicial review of the decision may be sought is governed by California Code of Civil Procedure section 1094.6.

SECTION 32. FULL UNDERSTANDING, MODIFICATION AND WAIVER

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth therein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood between the parties that during the term of this Agreement, all existing working benefits and working conditions shall remain in full force and effect. It is further agreed and understood that each party hereto voluntarily and unequivocally waives its rights to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term if this MOU, except as provided by this Agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council of Los Altos and the Association. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SECTION 33. SAVINGS PROVISION

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or an agency of the state, but all other provisions will continue in full force and effect.

SECTION 34. TERM

This MOU represents the entire agreement between the City and Association on the subjects contained herein and shall become in full force and effect on July 1, 2021 and shall continue in full force and effect until midnight June 30, 2023.

The Association shall provide the City with its proposals for the period beginning July 1, 2023, no later than March 1, 2023.

Los Altos Peace Officers' Association

Peter Hoffmann,
Rains Lucia Stern St. Phalle & Silver, PC

City of Los Altos

Jon Maginot
Deputy City Manager

Lisa S. Charbonneau
Chief Negotiator

APPENDIX A

SALARY SCHEDULE:

POA -- Salary Schedule FY 21/22	Biweekly				
	Step A	Step B	Step C	Step D	Step E
<u>Police Services</u>					
Police Sergeant	\$4,940.52	\$5,187.55	\$5,446.93	\$5,719.27	\$6,005.24
Police Agent	\$4,395.38	\$4,615.15	\$4,845.91	\$5,088.21	\$5,342.62
Police Officer	\$4,186.54	\$4,395.87	\$4,615.66	\$4,846.44	\$5,088.76
Lead Communications Officer	\$4,092.11	\$4,296.71	\$4,511.55	\$4,737.13	\$4,973.98
Police Officer Trainee	\$3,986.26	\$4,185.58	\$4,394.85	\$4,614.60	\$4,845.33
Communications Officer	\$3,718.37	\$3,904.28	\$4,099.50	\$4,304.47	\$4,519.70
Community Service Officer	\$2,983.59	\$3,132.76	\$3,289.40	\$3,453.87	\$3,626.57

Effective the first full pay period that includes July 1, 2022, base salaries of all represented classifications shall be increased by April 2022 12-month Consumer Price Index for the San Francisco Bay Area set by the U.S. Department of Labor Bureau of Labor Statistics minimum of three percent (3%) to maximum of three and one-half percent (3.5%).

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LOS ALTOS
AND
LOS ALTOS PEACE OFFICERS' ASSOCIATION

JULY 1, 20~~14~~¹⁷ THROUGH JUNE 30, 20~~20~~³⁰

Final mark-ups 5/30/2017

City Council Approved June 13, 2017

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MEMORANDUM OF UNDERSTANDING
Between the
CITY OF LOS ALTOS
and the
LOS ALTOS PEACE OFFICERS' ASSOCIATION
JULY 1, 20~~14~~¹⁷ - JUNE 30, 20~~20~~²³

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

SECTION 1. PARTIES TO THE AGREEMENT

This Memorandum of Understanding (~~MOU or Agreement~~) has been executed by representatives of the City Council of the City of Los Altos (~~City~~), ~~hereinafter referred to as the "City"~~, and by representatives of the Los Altos Peace Officers' Association, ~~hereafter referred to as the "Association"~~.

SECTION 2. RECOGNITION

The Los Altos Peace Officers' Association (~~herein after referred to as the "Association"~~), is acknowledged as the recognized representative for all full-time employees assigned to the classifications set forth in Appendix "A," which is attached hereto ~~and made a part hereof~~.

SECTION 3. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of the ~~Memorandum of Understanding~~ MOU, the following authorized agents have been designated:

The City's principal authorized agent shall be the City Manager or ~~designee~~ his/her duly authorized representative. The address shall be: City of Los Altos, 1 North San Antonio Road, Los Altos, California 94022.

The Association's principal authorized agent shall be the President of the Los Altos Peace Officers' Association, P.O. Box 1311, Los Altos, California 94023.

SECTION 4. MANAGEMENT RIGHTS

The City reserves all rights with respect to matters of general legislative, managerial and financial policy including, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards and the levels of service; determine the procedures and standards of selection for employment; direct and schedule its employees; establish and enforce performance standards; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work. These rights shall be limited only as specified in this Agreement.

Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

SECTION 5. ASSOCIATION RIGHTS

The Association will be notified and given the opportunity to meet and confer prior to changes in the terms and conditions of employment which are within the scope of representation as defined by the Meyers Milias Brown Act. The City retains the right to act on matters within the scope of representation after discharging all of its obligations under the Meyers Milias Brown Act.

SECTION 6. ASSOCIATION SECURITY

- 6.1 DUES DEDUCTIONS: Payroll deductions for membership dues and assessments ("Dues Deductions") shall be granted-made by the City to the Association. The following procedures shall be observed in the withholding of employee earnings:
- a. Payroll Dues Deductions shall be for an amount set by the Association-specified amount and shall not include fines. Dues deductions shall be made only upon notice from the Association that it has and will maintain employees' written authorization to be a dues-paying member of the Association. the employee's signed written authorization on a payroll deduction request form approved by the City.
 - b. Employees who have elected not to join or participate in activities of the Association shall not be required to pay dues to the Association.
 - c. Dues DeductionsAmounts deducted and withheld by the City shall be promptly transmitted to the Association electronically unless the parties mutually agreed to another method of transmission. by the partiesat the address specified by the Association. employee designated in writing by the Association as the person authorized to receive such funds, at the address specified.
 - d. The City shall implement new, changed, or cancelled Dues Deductions by the second full pay period following receipt of notice of the new, changed or cancelled Dues Deductions from the Association.
 - e. When an employee is in a non-pay status for an entire pay period, no withholding Dues Deductions will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no Dues Deduction shall be made. In this connection, all required deductions have priority over the Association Dues Deductions.
 - f. The Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

g.f. The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Section. This duty to indemnify and hold harmless shall not apply to actions related to compliance with this Section 6 brought by the Association against the City. This paragraph shall not apply to any claim against the City where the City failed to process a timely request to change or cancel Dues Deduction, as provided in paragraph d, above.

6.2 NEW EMPLOYEE ORIENTATION: The City shall provide the Association with written notice of new employee orientations at least ten (10) calendar days prior to the orientation, unless unfeasible, in which case the City shall provide as much advanced notice as reasonably possible. The notice shall include time, date, and location of the orientation. Representatives of the Association shall be permitted to meet with the new employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory.

6.3 EMPLOYEE LIST: The City shall provide the Association with the name and job title of all employees in the bargaining unit once every 120 days, which the parties agree will occur in September, January and May of each year.

6.4 COMMUNICATION WITH EMPLOYEES: The Association shall be allowed use of available bulletin board space as determined by the City Manager or ~~designee~~ his/her duly authorized representative. ~~Said~~ The bulletin board shall be used to notify employees of matters pertaining to official Association business and shall not contain any derogatory, defamatory, or inflammatory statements concerning the City or City personnel, nor any materials which could impair the operation of the City.

Prior to posting ~~of~~ any notice or material on the Association bulletin board, the Association shall ~~file~~ provide one (1) copy of ~~said~~ the notice or material with to the Chief of Police.

6.5 TIME OFF FOR MEETING AND CONFERRING: The City agrees to provide reasonable paid time off for up to four (4) individuals who will serve as the Association representatives for the purposes of meeting and conferring (“paid release time”). Paid release time ~~Said time off is provided~~ is subject to -so long as- staffing availability ~~is available, may it does~~ not interfere with the efficiency, safety and security of City operations, and requires advance authorization ~~is obtained~~ from the City Manager or designee. ~~his/her duly authorized representative~~. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s), however, to avoid the risk of fatigue and exhaustion that may occur due to prolonged negotiations, at the request of the Association representative(s) participating during non-scheduled work hours, the City will make reasonable efforts to modify, adjust or flex the representative’s work hours to credit such time as non-overtime hours worked. Reasonable efforts does not include the authorization of

overtime.

6.46 ADVANCED NOTICE: Except in cases of emergency, reasonable advance written notice shall be given to the Association if it is affected by any new or proposed change to any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department. The Association shall be given the opportunity to meet and confer with designated City representatives prior to the adoption or implementation of said new or proposed change only as they pertain to the items directly relating to matters within the scope of representation and not those matters outside the scope of representation such as, but not limited to, those reserved by the City in Section 4 Management Rights.

SECTION 7. — NO DISCRIMINATION

~~7.1 DISCRIMINATION: The City and Association agree that no person covered by this agreement hereto shall be discriminated against because of race, religious creed, political affiliation, color, national origin, ancestry, union activity, disability, marital status, sex, age, or sexual orientation, unless such factor is a bona fide occupational qualification or such action is required to comply with Federal or State law.~~

~~7.2 RIGHT OF EMPLOYEES: The City and the Association agree that employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, or not to form, join, or participate. Employees shall not be discriminated against because of their exercise of these rights.~~

~~7.3 REPRESENTATION: The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.~~

SECTION 78. LIGHT / MODIFIED DUTY

~~87.1 POLICY STATEMENT: It is the policy of the Los Altos Police Department that light duty or modified work assignments may be assigned on a temporary and limited basis only; at the discretion of the City Manager or his/her duly authorized representative designee. Each request for light duty or modified work assignment, whether initiated by management or by the individual involved will be evaluated on a case-by-case basis.~~

~~87.2 EVALUATION CRITERIA: In cases of injury, illness or disability, a~~An attending physician's statement must be obtained prior to assignment to light or modified duty. The statement must estimate a recovery date, which can be adjusted based upon accelerated rehabilitation, recovery or aggravated circumstances.

The duration of light or modified duty shall be determined on a case-by-case basis, but permanent assignment will not be approved. Any light or modified duty for more than six (6) months will be reevaluated by the City Manager or his/her duly authorized representative designee. The final approval of light or modified duty assignments lies with the City Manager or ~~designee~~his/her duly authorized representative, based on the needs of the Department.

87.3 ADMINISTRATION OF LIGHT OR MODIFIED DUTY ASSIGNMENTS:

Assignment to light or modified duty can be initiated by a request from the employee or in the form of a directive from the City Manager or ~~his/her duly authorized representative~~designee. A memorandum shall be prepared and routed through the chain of command stating the reasons for the light or modified duty assignment and the duties to be performed. Appropriate physician endorsements shall accompany the memorandum.

Employees assigned to light or modified duty shall receive immediate supervision from the supervisor of the section to which the employee is assigned.

An employee assigned to light or modified duty shall generally work a standard eight (8) hour, five (5) day workweek. However, other alternate work schedules may be assigned by the City Manager or ~~designee~~his/her duly authorized representative based on the needs of the Department.

Sworn officers assigned to light or modified duty may, depending on circumstances, retain their peace officer status. However, since the intent of this ~~order~~section is to keep employees working, without subjecting them to conditions that might aggravate their medical condition, assignments shall be confined primarily to non-line functions including, but not limited to: community surveys, dispatching (unless not properly trained), court officer assignments, background investigation, clerical functions, non-critical criminal investigations, desk officer duty, etc.

Assignments will be determined based upon the individual characteristics of the injury or illness involved, and shall be at the discretion of the City Manager or ~~his/her duly authorized representative~~designee.

SECTION 98. SALARY

~~8.1 9.1~~ ~~COMPENSATION DATA: The parties acknowledge that all items within the scope of representation are subject to renegotiation at the expiration of this Memorandum of Understanding. Prior to the commencement of negotiations for a new agreement, the City will continue the practice of gathering total compensation data.~~

~~GENERAL SALARY INCREASE FOR 20217/202218: Effective the pay period that includes July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), base salaries of all represented classifications shall be increased by three and eight-tenths percent (3.8%).~~ ~~first full pay period in July 2017, base salaries of all represented classifications shall be increased by seven percent (7%).~~

~~8.2 MARKET/EQUITY SALARY INCREASE FOR 2021/2022: Effective the pay period that includes July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), base salaries of sworn classifications shall be increased by an additional one and two-tenths percent (1.2%).~~

~~8.3 GENERAL SALARY INCREASE FOR 2022/2023:~~ Effective the pay period that includes July 1, 2022, base salaries of all represented classifications shall be increased by the April 2022 12-month Consumer Price Index for the San Francisco Area set by the U.S. Department of Labor Bureau of Labor Statistics (minimum 3% / maximum 3.5%) ~~first full pay period in July 2018~~, base salaries of all represented classifications shall be increased by three and one-half percent (3.5%).

~~8.4 RATIFICATION PAYMENT TO NON-SWORN CLASSIFICATIONS:~~ Effective the pay period that includes July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), all employees serving in non-sworn classifications shall receive a non-pensionable lump sum ratification payment in an amount of one and two-tenths percent (1.2%) of their respective salaries as of June 30, 2021. The lump sum ratification payment shall be issued via separate check.

~~8.5 LUMP SUM PAYMENTS:~~ Effective the pay period that includes July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), all employees serving in represented classifications shall receive a non-pensionable lump sum payment of one thousand dollars (\$1,000).

~~9.3 SALARY INCREASE FOR 2019/2020:~~ Effective the first full pay period in July 2019, base salaries of all represented classifications shall be increased by three and one-half percent (3.5%).

~~9.5~~ Salary schedules for all represented classifications during the term of this Agreement are listed in Appendix A.

SECTION ~~10~~. SPECIAL ASSIGNMENT PAY ~~TY~~ PAY

~~10.1~~ The City will provide an additional five percent (5%) of base pay to Specialty Pay for unit employees assigned to the following ~~positions~~:

- ~~a. Administrative Training Officer~~
- ~~b. SCCSET - Santa Clara County Special Enforcement Team~~
- ~~c. School Resource Officer~~
- ~~d. RATTF - Regional Auto Theft Task Force~~

~~Unit employees receiving the above 10.1 Specialty Pay on an ongoing basis are not eligible for holiday pay.~~

~~10.2~~ The City will provide five percent (5%) Specialty Pay for unit employees assigned to the following ~~positions~~:

- ~~a. Canine assignment~~
- ~~b. Motorcycle assignment~~
- ~~c. Detectives~~

~~10.3~~ Effective the first full pay period in July 2018, members who have completed the Crisis Intervention Training Program (CIT) will receive specialty pay in the amount of one percent (1%) of base pay.

~~It is the mutual understanding and intent of the parties that CTF pay qualifies as special compensation under CCR 571. In the event that the City or the Association learn that CTF will not be recognized as special compensation, the parties will reopen negotiations on the narrow and specific issue of providing the compensation associated with CTF in a manner that complies with CalPERS reporting requirements.~~

9.1 Canine Officer Premium. Employees who are routinely and consistently assigned to handle, train and board a canine.

9.2 Motorcycle Patrol Premium. Employees who are routinely and consistently assigned to operate and/or patrol on a motorcycle.

9.3 Detective Division Premium. Employees who are routinely and consistently assigned to the detective or investigative division or the following intelligence duties: Santa Clara County Special Enforcement Team (SCCSET), School Resource Officer (SRO), Regional Auto Theft Task Force (RATTF).

9.4 Administrative Officer Premium: Employees who are routinely and consistently assigned to provide support for the police chief and command staff in the operation of the police department.

The Parties agree that to the extent permitted by law, special assignment pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(4) and 571.1(b)(3).

SECTION 101. ~~CAREER EDUCATIONAL INCENTIVE PAY~~

The City will provide the following educational incentive pay:

10.1 Peace Officer Standards and Training (POST) Certificate Pay

The City shall provide an additional five percent (5%) of base pay to employees who possess a All full-time unit employees possessing a Peace Officer Standards and Training (POST) Intermediate Certificate.

The City shall provide an additional two and one half percent (2.5%) of base pay to employees who possess receive five percent (5%) of their base pay. All unit employees possessing thean Advanced POST Certificate or the equivalent amount of education and experience shall receive two and one-half percent (2.5%) of their base pay bi-weekly. This two and one-half percent (2.5%); which shall be in addition to the five percent (5%) specified above.

The City shall provide an additional two and one-half percent (2.5%) of base pay to supervisory All supervisory unit employees (Sergeants and Lead Dispatcher) who possessing the Supervisory POST Certificate shall receive two and one-half percent (2.5%) of their base pay bi-weekly. This two and one-half percent (2.5%) shall be in addition to the seven and one-half percent (7.5%) specified above.

10.2 Crisis Intervention Training Pay

Employees shall receive one percent (1%) of base pay for completing the Crisis Intervention Training Program (CIT).

10.3 Effective Date

~~The effective date of any career Educational incentive pay will begin be implemented on the first full of the pay period after following the date when the employee has documentation submitted to the Police Chief or his/her designee that shows the requisite certificate(s), training and/or education has been attained. copies of their POST certificate(s) or documentation that satisfies the POST education, training and experience application requirement for an Intermediate or Advanced Certificate. Refer to POST administrative manual for certificate requirements. It is agreed that the Each employee is singularly responsible for submitting all documentation which will to qualify him/her for Career Educational Incentive Pay.~~

The Parties agree that to the extent permitted by law, educational pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(2) and 571.1(b)(2).

SECTION 112. BILINGUAL PREMIUM PAY

The City shall pay thirty-four dollars and sixty two cents (\$34.62) per pay period to employees approved to receive bilingual pay. To receive this pay, employees must demonstrate the ability to both understand and effectively communicate in a language other than English that the Police Chief or designee has determined is necessary for the effective or efficient operation of the City. The Police Chief or designee maintains the right to determine the number of employees eligible to receive this pay.

Employees receiving this pay are required to speak the second language in the course and scope of their employment when it is necessary and may be asked to assist in translating.

The Parties agree that to the extent permitted by law, bilingual premium pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(4) and 571.1(b)(3).

~~All full-time unit employees who are fluent in Spanish, Chinese, Vietnamese, or Sign Language for the Hearing Impaired, and who have been approved as proficient by the Chief of Police, shall receive a seventy-five dollar (\$75.00) per month compensation for translation skills. Compensation for fluency in a particular language is at the discretion of the Chief of Police, and shall be based on the specific needs of the City.~~

SECTION 123. HOSTAGE, TACTICAL, SWAT TEAM PARTICIPATION

All full-time unit employees designated as members of the City Hostage Negotiation, Tactical Response, or SWAT teams will receive an additional five percent (5%) of base pay while acting in this capacity for each hour actually worked, including training.

- Hostage Negotiation
- Tactical Response

- SWAT (Special Weapons And Tactics)
- Field Training Officer (Sergeants are not eligible).
- Communications Training Officer

The Parties agree that to the extent permitted by law the premium pays set forth above qualify as special compensation under 2 CCR 571 and 2 CCR 571.1. In the event that the City or the Association learn that any of the pay items listed above may or will not be recognized as special compensation, the parties will reopen negotiations on the narrow and specific issue of providing the compensation associated with those premiums in a manner that complies with CalPERS reporting requirements.

SECTION 134. ACTING CAPTAIN OR POLICE SERVICES MANAGER

All full-time unit employees designated as Acting Captain or Police Services Manager will receive an additional five percent (5%) of base pay for each hour worked while acting in this capacity.

The Parties agree that to the extent permitted by law, acting pay is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3).

SECTION 145. ACTING OUT OF CLASS PAY

All full-time unit employees appointed to work out of class will receive a minimum five percent (5%) additional pay for each hour acting in this capacity.

The Parties agree that to the extent permitted by law, acting out of class pay is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3).

SECTION 165. HOLIDAY PAY

165.1 ~~AUTHORIZED-OBSERVED HOLIDAYS:~~ The following are City-observed holidays to be observed for eligible employees in this City are as follows:

New Year’s Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
<u>Day After Thanksgiving</u>	Friday after Thanksgiving
Christmas Day	December 25
<u>Floating Holiday (accrues on October 1)</u>	
<u>Floating Holiday (accrues on April 1)</u>	

Holidays ~~that which~~ fall on Saturday will be observed the ~~prior day before on~~ Friday; ~~and~~ ~~h~~ holidays ~~that which~~ fall on Sunday will be observed the following Monday day after on Monday.

~~Unit employees receiving Specialty Pay as defined in Section 10.1 and Community Service Officers will receive hourly compensation for the total work hours based on the employee's current regularly scheduled work shift assignment (Per Section 17.2 through 17.5).~~

~~With regards to Floating Holidays, prior practice will continue through December 31, 2000. The new accrual dates begin as of January 1, 2001.~~

- ~~16.2 SHIFT EMPLOYEES: Full-time shift employees who do not receive holidays off shall receive holiday in lieu of pay. This pay shall be based on five percent (5%) of the employee's base salary. Unit employees receiving specialty pay are not eligible for holiday pay.~~
- ~~15.2 HOLIDAY IN LIEU: The following classifications receive pay for City-observed holidays in the form of five percent (5%) of base pay for regularly-scheduled hours each pay period: Police Sergeant, Police Agent, Police Officer, Police Officer Trainee, Communications Officer, and Lead Communications Officer.~~
- ~~15.3 PAID HOLIDAYS OFF: On each City-observed holiday, every Community Services Officer will receive one (1) full shift of paid time off.~~
- ~~15.4 FLOATING HOLIDAYS: In addition to the City-observed holidays identified above, Community Services Officers are entitled to two (2) floating eight (8) hour holidays per year. The first floating holiday accrues on October 1st, the second floating holiday accrues on April 1st.~~

SECTION 176. HOURS OF WORK AND OVERTIME

- ~~176.1 FLSA (FAIR LABOR STANDARDS ACT (FLSA) OVERTIME DEFINED: WORK PERIOD ALL UNIT EMPLOYEES: The established FLSA work period for all sworn ~~unit~~ employees shall be twenty-eight (28) consecutive days with an FLSA overtime threshold of one hundred seventy one (171) hours actually worked, pursuant to 29 U.S.C. section 207(k). The established FLSA work period for all miscellaneous ~~unit~~ employees shall be seven (7) consecutive workdays with an FLSA overtime threshold of forty (40) hours actually worked.~~
- ~~16.2 CONTRACTUAL OVERTIME DEFINED: Employees shall receive overtime compensation for all hours worked in excess of their regularly-scheduled shifts. Paid leave hours will be counted as hours worked for purposes of calculating contractual overtime.~~
- ~~16.3 CONTRACTUAL OVERTIME RATE DEFINED: The contractual overtime rate for each contractual overtime hour worked is an employee's pay period salary plus includable compensation as defined by the FLSA at 29 U.S.C. section 207(e), divided by eighty (80), times one and one half (1.5).~~
- ~~17.2 CONTRACT OVERTIME FOR 8-HOUR SHIFT EMPLOYEES: Unit employees assigned to work an eight (8) hour shift shall receive 1.5 rate overtime compensation~~

~~for all hours worked in excess of eight (8) hours per workday and any work performed outside of his/her regularly scheduled shift.~~

~~17.3 CONTRACT OVERTIME FOR 9-HOUR SHIFT EMPLOYEES: Unit employees assigned to work a nine (9) hour shift will work one eight (8) hour day per pay period and shall receive 1.5 rate overtime compensation for all hours worked in excess of their regularly scheduled workday.~~

~~17.4 CONTRACT OVERTIME FOR 10-HOUR SHIFT EMPLOYEES: Unit employees assigned to work a ten (10) hour shift shall receive 1.5 rate overtime compensation for all hours worked in excess of ten (10) hours per workday and any work performed outside of his/her regularly scheduled shift.~~

~~17.5 CONTRACT OVERTIME FOR 12-HOUR SHIFT EMPLOYEES: Unit employees assigned to work a twelve (12) hour shift shall receive 1.5 rate overtime compensation for all hours worked in excess of their regularly schedule workday.~~

~~For payroll purposes, any hours worked by the employee in excess of eighty (80) hours during a pay period shall either be paid to the employee or banked as compensatory time off within the pay period the compensation is earned. The decision regarding pay out or compensatory time off shall be at the option of the employee.~~

~~17.6.4 CANINE UNIT EMPLOYEE SHANDLERS: Unit Through December 31, 2021, employees assigned as canine handlers shall be paid seven (7) hours at the contractual overtime rate per pay period for off duty time spent on grooming and maintenance of their canine partner. The City and the Association have considered the time that canine handlers typically spend on off duty canine care and have determined the reasonable amount of time is seven (7) hours per pay period. Canine handlers are not permitted to work more than seven hours per pay period on off duty canine care.~~ will be assigned to work a ten (10) or twelve (12) hour shift; however, one hour per workday will be allowed for grooming and maintenance of the canine and will be considered on duty time. Duty time worked by the canine handler in excess of the assigned shift shall be compensated at contractual overtime the 1.5 rate. Effective January 1, 2022, employees assigned as canine handlers shall be paid seven (7) hours at the contractual overtime rate per pay period for off-duty time spent on grooming and maintenance of their canine partner. The City and the Association have considered the time that canine handlers typically spend on off-duty canine care and have determined the reasonable amount of time is seven (7) hours per pay period. Canine handlers are not permitted to work more than seven hours per pay period on off-duty canine care.

~~17.7.5 COMPENSATORY TIME OFF/OVERTIME COMPENSATION: Contract overtime compensation shall be in the form of 1.5 times (1.5 rate) the employee's regular rate of pay. In cases where the Department requires overtime for shift fills or special events, all represented employees shall be compensated 1.5 times that employee's regular rate of pay.~~

Employees shall be allowed to accrue up to one hundred and ~~twenty forty (20) 40~~ (40) hours of compensatory time off in lieu of paid overtime subject to the approval of the Chief of

Police. Effective the last pay period in November, all accrued compensatory time hours above one hundred (100) hours will be cashed out and payment of cashed out hours will be made on the first pay period in December. ~~In addition, the employee may elect to cash out additional accrued compensatory hours.~~ Compensatory time payment shall be in a separate check. ~~All compensated time off shall be considered time worked for overtime compensation purposes.~~

~~An employee wishing to use their accrued CTO shall provide their supervisor with reasonable notice. An absence that will unduly disrupt operations of the Department will not be granted.~~

~~17.8 FAIR LABOR STANDARDS ACT: Overtime shall be calculated by taking the bi-weekly salary, adding compensation as defined by the Fair Labor Standards Act, and dividing that figure by eighty (80) to determine the hourly rate.~~

~~176.96 CONSECUTIVE SHIFTS / EIGHT HOUR REST PERIOD: An employee who works their entire shift or overtime hours after their shift, longer will receive a minimum of no less than eight (8) hours of time off before returning to duty or other required work assignments (required training, court etc.). In any no event, shall an employee shall not be required to work more than sixteen (16) consecutive hours.~~

In the event the eight (8) hour rest period between shifts includes time that the employee would normally be scheduled to work, the City will pay the employee straight-time for those hours. However, an employee will return to work to complete his/her normal ~~shift/workday~~ if there is any time remaining on his/her shift after the eight (8) hour rest period is completed.

These provisions do not apply to voluntary overtime, special events or voluntary training. Also exempt are traffic court appearance or work assignments under four (4) hours. ~~The eight (8) hour rest period requirement Rule~~ can be waived if mutually agreed ~~dable~~ to ~~by the~~ employee and ~~the employee's~~ supervisor.

Exceptions to the above are:

- a. Unforeseen emergency situations such as; extended tactical events, natural disasters or other extraordinary events requiring more than normal police staffing. Backfilling for sick calls or common staffing issues do not constitute an emergency for the purposes of this section.
- b. It is understood that Specialty assignments can be exempt from these provisions and will occasionally require employees assigned to those specialties to work beyond sixteen (16) hours or to require employees to return to duty prior to the eight (8) hour rest period. However, when practical, the Supervisor of the employee or Watch Commander will make every effort to comply with the provisions above.

It is the employee's responsibility to notify their supervisor or the on-duty Watch Commander that their schedule is approaching the sixteen (16) hours of consecutive

work and their need for the rest provisions above. Employees should notify their supervisors as soon as practical to ensure that proper staffing is maintained.

~~176.407~~ ADMINISTRATIVELY ALTERED SHIFTS: When an employee is directed to alter their shift with less than a twenty-four (24) hour notice, the employee shall be compensated at a rate of time and one half (1.5) the employee's base rate of pay for every hour worked outside their normal shift.

The maximum work hours ~~of sixteen (16) hours and the eight (8) hour rest period requirement between work shifts~~ will be observed for all altered shifts ~~except for -~~ Exception: This provision does not apply to employees assigned to ISD (Investigative Services Division) Detectives division and RATTF.

16.8 LUNCH PERIOD: Employees assigned to specialty positions and Community Service Officers (CSO's) ~~are entitled to one (1) paid will be paid for their~~ thirty (30) minute lunch period during their assigned shift. ~~However, said e~~ Employees may be required to handle calls for service or other events during their lunch period.

16.9 COURT OVERTIME: An employee who ~~is required to make a work-related court appearance that is not contiguous to their regular work shift has completed his/her scheduled work shift and is subsequently called back to work for court,~~ shall be compensated for the actual hours worked or four (4) hours, whichever is greater, at ~~the contractual overtime rate. a rate of time and one half (1.5) the employee's base rate of pay.~~

~~If the court appearance is required on an employee's scheduled day off, the employee shall be compensated for actual hours worked or four (4) hours, whichever is greater, at a rate of time and one half (1.5) the employee's base pay.~~

If an employee's work-related court appearance is cancelled ~~after he/she reports to court, any time after his/her appearance,~~ the ~~member employee~~ shall receive the four (4)-hour minimum compensation. If the appearance extends beyond four (4) hours, the member shall be compensated on an hour-per-hours basis to the nearest fifteen (15) minute increment.

Actual hours worked for purposes of this section shall include court preparation time, travel time ~~from between the eDepartment to and court and back to the department~~ and any break in the court session, including but not limited to lunch periods. ~~All e~~ Court overtime compensation will terminate when employee's normally-scheduled work ~~shift periods~~ begins.

At no time will an employee be paid twice for the same work hours. If the employee has overlapping court appearances, the employee will be paid for the true hours worked or ~~the for~~ four (4) hour ~~overtime~~ minimum compensation, whichever is greater.

16.10 COURT STANDBY: ~~Employees-Off-duty employees who are not on-duty and~~ who are placed on ~~an~~ approved telephone standby for a court/hearing appearance shall

~~receive a lump sum of \$200.00 per day be compensated with a minimum/maximum of two (2) hours at a rate of time and one half (1.5) the employee's base rate of pay.~~

~~If an employee is allowed on telephone standby is and then instructed to appear in person at a time, and the appearance is consecutive to the standby, the employee will be paid at the employee's contractual overtime rate from 's overtime shall commence at the time at which standby began until the appearance has concluded. In no event shall this amount be less than the four (4) hour minimum set forth in Section 16.9. In this situation, the employee will receive overtime compensation in lieu of standby pay.~~

~~If an employee on approved is allowed telephone standby is instructed to appear and then instructed to appear, and the appearance is at a time nonconsecutive to the standby, the employee shall be eligible for both court standby pay and appearance court overtime for the time spent appearing. However, no employee shall be entitled to more than one instance of court two (2) hour standby pay compensation per 24-hour period.~~

- 16.11 "E" DAY: If staffing allows, employees have the discretion of either working at straight time pay or taking time off on their "E" day if approved by their supervisor or the on-duty Watch Commander. ~~Effective with the implementation of any payroll changes resulting from the City's FLSA Compliance Review described in Section 17.16, below, or October 1, 2017, whatever is sooner, E~~ Employees working a twelve (12) hour shift on their "E" day shall ~~be paid at the contractual receive 1.5 rate overtime rate compensation~~ for the final four (4) hours of the "E" day shift assignment ~~as employees will be in paid status for eighty-four (84) hours in a fourteen (14) day period.~~

~~17.15~~ 16.12 TRAINING/TRAVEL COMPENSATION: All training must be approved by the Police ~~Administration~~ Chief or designee.

- a. Training deemed "~~M~~mandated" by the Police ~~Chief or designee~~ Administration will be handled as follows:
1. ~~For all mandated training except CPT or SWAT, F~~ the employee's² work schedule may be adjusted to minimize the amount of overtime incurred. ~~If; however, if~~ any adjustment ~~that still~~ results in the need for overtime (e.g., to backfill on a shift that had to be flexed off), the employee whose shift has been adjusted will have the right of first refusal to the overtime assignment. For CPT and SWAT, officers must adjust their schedules so as not to incur overtime to attend.
 2. ~~Any overtime for training must be approved by the Police Chief or designee Administration~~ prior to attending the training.
 3. Mileage and all other payments, reimbursements and/or advances will be in accordance with the City of Los Altos Administration Instruction, Travel and Expense Policy. ~~If the employee travels on a non-work day, pay will be at the overtime rate for actual travel time from employee's home to the travel~~

~~destination.~~ Mileage will be reimbursed according to actual miles travelled ~~between the~~ ~~from~~ employee's home ~~and to~~ ~~he~~ training site.

- ~~1. If the employee travels for training on a non-work day, pay will be at the contractual overtime rate for actual travel time between the employee's home and the training site.~~
- ~~4. Employees that travel for training on a non-work day (unadjusted) shall be paid for actual travel time between the employee's home and the training site. Employees that travel for training on a work day shall be paid for actual travel time between the employee's home and the training site beyond the employee's normal commute.~~
- ~~5. Exceptions to the above are mandated monthly SWAT training and annual Continuous Professional Training (CPT). All costs associated with trainings these events will must be reviewed and approved by the Police Chief or designee Administration prior to the training.~~

~~—When attending mandatory training, unit member employees shall be compensated for actual travel time to and from the training location beyond his/her the employee's normal commute as hours worked.~~

- ~~2.6. In addition, because the unit member is deemed on duty, the Any lunch break period during mandated training shall be treated as apply as hours worked. Any overtime for training must be approved by Police Administration prior to attending the training.~~

b. Training deemed "~~D~~discretionary" by the Police Chief or designee Administration will be handled as follows:

- ~~1. No overtime will be granted for attending "~~D~~discretionary" training, unless except as approved in advance by the Chief of Police or designee.~~
- ~~2. The employees work schedule may be adjusted to attend the training if approved in advance by the Police Chief or designee.~~
- ~~3. If approved by the Police Chief or designee Administration in advance, registration fees will be fully paid directly by the City by check or credit card.~~
- ~~4. All other costs including but not limited to; travel, mileage, lodging, meals, tolls, parking fees, taxis, and/or public transportation are the responsibility of the employee and are not reimbursable.~~
- ~~5. If available and approved by the Police Administration Chief or designee in advance, a City vehicle may be used to attend the training.~~

c. "Day for a Day"

Employees assigned to a ten (10) hour or twelve (12) hour work shift assignment will be credited with a minimum of ten (10) hours or twelve (12) hours (depending

on work assignment) for all training days scheduled to last at least eight (8) hours that occur on the employee's regularly scheduled work days. This is to prevent the employee from having to use his/her time off to make up the difference between a regular work shift and a training day. This section will not apply for training that results in overtime.

~~16.12—CALL BACK COMPENSATION: 17.16—FLSA COMPLIANCE REVIEW: If, during the term of this agreement, the City determines it necessary to implement changes to its current payroll and timekeeping systems to address FLSA compliance measures, the City will provide the Association with advance written notice of the proposed compliance measures and, upon request, will meet with Association representatives to discuss the impacts, if any, of those measures on existing terms and conditions of employment. Any changes arising from the City's FLSA Compliance Review will be limited to bringing the City into compliance with the FLSA, and in no event will any changes result in any reduction in compensation provided in this agreement.~~

~~16.13—~~

~~16.14—SECTION 18. CALL BACK COMPENSATION~~

~~16.15—Full-time employees who are called in, or in any other manner required to work hours that are not contiguous to at their regular work shift shall receive a minimum of four (4) hours compensation at the contractual overtime rate. one and a half (1.5) times the employee's regular rate of pay. The call back compensation time shall begin once the employee receives notification of the call back request and immediate response is required.~~

16.12

Full-time employees who have received twenty-four (24) hours or more notice of required work hours (excluding court appearances) that are not contiguous to a regular work shift shall receive a minimum of two (2) hours compensation at the contractual overtime rate of time and one half (1.5).

16.13 ADDITIONAL LEAVE PROTECTION: Effective July 1, 2021, or the first full pay period following Association ratification and subsequent Council approval of this MOU (whichever is later), for time off requests in addition to days selected pursuant to the Department's vacation sign-up, if an employee wishes to use vacation or compensatory time off hours, which causes their team to fall below minimum staffing, the Department will post overtime for shift coverage for up to thirty-six (36) hours of vacation or CTO leave used by an employee per six month shift cycle. The Department will not order someone to fill the shift, and if the employee fails to use the full thirty-six (36) hours in each six month bid period, the time does not carry over into the next six month shift cycle.

SECTION 179. VACATIONS

179.1 VACATION ALLOWANCE ACCRUAL: Regular fFull-time employees shall ~~be~~ accrue entitled to accumulate vacation time in accordance with the following ~~scheduled~~ vacation hours up to a maximum as follows:

<u>Years of Continuous Service</u>	<u>Annual Vacation Accrual</u>	<u>Maximum Accrual</u>
<u>Hours of Annual Vacation Accrued</u>		
First 4 years _____ <u>264 hours</u>	112 <u>80</u> hours (10 days)	
At the beginning of the 5th year _____ <u>384 hours</u>	120 <u>152</u> hours (15 days)	
At the beginning of the 6th year _____ hours (16 days)	<u>160</u> hours	408 hours <u>428</u>
At the beginning of the 8th year _____ (17 days) <u>432 hours</u>	<u>168</u> hours	436 hours
At the beginning of the 10th year _____ <u>176 hours</u>	144 hours (18 days)	<u>456</u> hours
At the beginning of the 12th year _____ <u>184 hours</u>	152 hours (19 days)	<u>480</u> hours
192 hours	<u>504</u> hours	At the beginning of the 14th year <u>192</u> hours
<u>504 hours</u>	160 hours (20 days)	
<u>At the beginning of the 20th year</u>		<u>212</u> hours
<u>564 hours</u>		
<u>At the beginning of the 20th year</u>	180 hours (22.5 days)	

Vacation accrual changes will begin the first full of the pay period following ~~when~~ the employee's anniversary date ~~occurs~~.

179.2 VACATION ELIGIBILITY REQUIREMENTS: Employees shall start to accumulate vacation credit as of their date of employment. ~~Accrual increases will occur in the first pay period following an anniversary date that triggers a higher accrual rate.~~ Employees shall not accrue vacation leave for any pay period during which they are on layoff or other leaves of absence without pay (unless otherwise agreed by the City), or engaged in conduct in violation of Section 27 - No Strike.

179.3 VACATION ACCUMULATION: ~~Eligible employees shall be allowed to accumulate vacation time up to a maximum of three times (3x) their annual vacation credit.~~ No vacation shall be earned or accrued above this maximum accrual amount. ~~maximum.~~ Exceptions to the accrual maximum in extraordinary circumstances may be made with written approval of the City Manager. Any such decision shall not be subject to the grievance procedure.

SECTION 1820. UNIFORM ALLOWANCE

The City shall be responsible for provision and maintenance of all uniforms and safety equipment.

The Parties agree that to the extent permitted by law, the City reports the value of uniforms as pensionable to CalPERS for classic members only, pursuant to 2 C.C.R. section 571(a)(5). For

sworn classifications, the amount reported is \$39.00 per pay period. For non-sworn classifications, the amount is \$19.50 per pay period.

SECTION ~~19~~21. SICK LEAVE PAY OUT AT HONORABLE SEPARATION

Upon honorable separation from the City (retirement, death, or resignation with no pending investigation or disciplinary matter), employees with five (5) or more years of continuous service with the City may elect to receive cash payment of their accumulated and unused sick leave hours, up to 100 hours. Each hour of cashed-out sick leave will be paid at the employee's base hourly rate at the time of separation.

Federal taxation law governs this section and the City may require employees to submit an irrevocable election form the calendar year prior to separation to take advantage of this benefit. Full-time unit employees shall continue to receive sick leave pay out at separation of employment pursuant to the City Personnel Rules for the term of this Agreement.

SECTION ~~20~~2. PERFECT ATTENDANCE ~~DAY PAY OUT~~

Effective July 1, 2021, or the pay period during which the Council approves this MOU (whichever is later) employees no longer accumulate perfect attendance and employees' accrued perfect attendance hours are frozen. As used here, "frozen" means employees are not entitled to use perfect attendance hours and are not entitled to perfect attendance payouts (unless the employee separates prior to the first full pay period in December 2021, in which case the employee's unused perfect attendance hours will be cashed out at the employee's base hourly rate as taxable wages).

Effective the first full pay period in December 2021, all accrued perfect attendance hours will be converted to vacation hours up to 20 hours below the employee's maximum vacation accrual cap at the time of conversion. For any employee with remaining perfect attendance hours after the vacation conversion, the City will convert such hours to pre-tax contributions to the employee's deferred compensation account in the first full pay period of 2022. If, however, the City learns the deferred compensation plan or applicable law prohibits the conversion of such hours to pre-tax contributions to the employee's deferred compensation account, the City will cash out the remaining perfect attendance hours in the first full pay period in 2022. For any employee with remaining perfect attendance hours after the conversion to deferred compensation (if applicable), the employee will be paid in cash for any such hours via separate check. Each hour of accumulated perfect attendance will be cashed-out at the employee's base hourly rate as taxable wages.

Effective July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), all employees will receive sixteen (16) hours of vacation in their respective vacation bank.

SECTION ~~21~~3. DEFERRED COMPENSATION

For the term of this Agreement, theThe City shall ~~continue to~~ make available a deferred compensation program for voluntary employee participation.

SECTION 22. RETIREE HEALTH SAVINGS PLAN

The City shall make available to all employees a retiree health savings plan (RHSP) administered by ICMA-RC. Effective January 1, 2022, the City will contribute to each employee's RHSP account an

amount based on continuous years of service at the City as follows:

<u>Years of Service</u>	<u>Pay Period Contribution</u>
<u>0-5</u>	<u>\$25.00</u>
<u>5-10</u>	<u>\$35.00</u>
<u>10+</u>	<u>\$45.00</u>

For probationary employees, the City's contribution will vest upon successful completion of probation.

~~23.1 MEDICARE IN LIEU OF CONTRIBUTION: Effective July 1, 1997, the City agrees to contribute 1.45% of base salary to a deferred compensation account for those employees employed before April 1, 1986, who are excluded from participating in the Medicare program by law, as an in lieu of Medicare contribution. Should Medicare benefits become available to the affected employees during the term of this agreement, the contribution shall cease.~~

~~23.2 RETIREE HEALTH SAVINGS (RHS) PLAN: Pursuant to Resolution 2009-38, City's role in the RHS Plan is limited to making payroll deductions from Plan participant's payroll earnings and transmitting these funds to ICMA-RC. City's participation in Plan shall be cost neutral and shall incur no liability on City. The City will not have any fund safekeeping responsibilities. Plan design, eligibility, participation and funding for the RHS Plan are wholly the responsibility of the LAPOA.~~

SECTION 234. HEALTH AND MEDICAL BENEFITS

234.1 MEDICAL PLAN:

The City contracts with CalPERS to provide medical insurance benefits to eligible employees and their dependents, as well as eligible retirees.

- a. ~~a.~~ Active Employees – the City's monthly contribution for each eligible active employee shall be the minimum employer contribution required under PEMHCA (currently \$143 per month for calendar year 2021), as may be adjusted by CalPERS from year to year.
- b. ~~The City will continue the unequal employer cafeteria or optional benefit plans contribution method and will make the minimum medical contribution allowed under State and PERS law for active employees and retirees.~~
- e.b. ~~b.~~ Eligible Retirees – The City has implemented the unequal employer contribution method for the City's contribution to medical benefits for eligible City retirees pursuant to California Government Code section 22892. Under this method, the City's contribution for each eligible retiree will increase annually by no less than 5% of the monthly employer contribution for active employees, until the employer contribution for retirees equals the employer contribution paid for active employees. For calendar year 2021, the City's contribution to medical benefits for eligible City retirees is \$143.

~~d. The retiree contribution will increase annually consistent with CalPERS and statutory requirements for each CalPERS contract year until such time as the employer contribution for retirees equals the employer contribution paid for active employees.~~

~~c. e. The current required employere contribution will remain at the minimum contribution so long as allowed by State law or PERS, unless the statutory contribution is changed, in which case the City reserves the right to discontinue the program.~~

~~e.~~

~~d. Active Employee Additional Health Contribution~~

~~=~~

~~f.~~

~~The City's monthly contribution to the active employees account will be limited to the tier at which the employee participates (employee, employee plus one, family). The City's contribution shall be an amount equal to the premium payment of the appropriate tier shown below minus the contribution referenced in subparagraph 24.1a~~

~~e. Effective January 2017~~

~~1. City will pay the full cost of employee only coverage in the least expensive plan.~~

~~2. City will provide an additional 7.5% above the 2016 contribution towards medical premiums for employee plus one coverage, or \$1,702.00 so long as the City's premium contribution does not exceed the cost of the premium for the least expensive plan.~~

~~3. City will provide an additional 7.5% above the 2016 contribution towards medical premiums for family coverage, so long as the City's premium contribution does not exceed the cost of the premium for the least expensive plan. The City will contribute a maximum of \$2,033.00.~~

~~f. Effective January 2018 and each calendar year thereafter, tThe City will pay the full cost of monthly plan premiums at the tier at which the employee participates (employee, employee plus one, employee plus family), not to exceed the CalPERS Kaiser Bay Area monthly plan premium.~~

~~If the employee elects medical coverage at rates higher than the CalPERS Kaiser Bay Area plan rate, the employee will pay the difference between the regional CalPERS Kaiser Bay Area rate at the tier at which the employee participates and the cost of the elected more expensive plan, through payroll deduction.~~

~~g. Contribution Summary Level of Coverage for:~~

~~h. Empl
yee~~

~~i. 2018
Contri
bution~~

~~j. Empl
yee~~

~~Plus
One~~

~~k. 2019
Contri~~

~~l. Family
m. 2020~~

~~Contri
bution~~

	n. Contrib	p. Contrib	r. Contrib
	ution	ution	ution
	equal	equal	equal
	o. to the	q. to the	s. to the
	Kaiser	Kaiser	Kaiser
	Plan	Plan	Plan

~~e.~~
~~g.~~ The City will be responsible for paying CalPERS administrative fees and the City's cafeteria plan administrative fees.

~~t.d.~~ The City maintains the right to select, change, or modify medical plans or providers, as the level of benefits remain substantially the same.

234.2. DENTAL AND VISION BENEFITS:

The Dental and Vision Plan years ~~begin is~~ January 1 ~~through and end~~ December 31 ~~of each calendar year.~~ The City's maximum yearly employee dental/vision reimbursement is currently \$1,939 per employee and \$1,291 per dependent. Pursuant to City Council Resolution 2008-45, the annual reimbursement maximum for employees and dependents will be adjusted annually using the 12-month CPI-U, San Francisco Area, set by the U.S. DOL BLS for the month of September, not to exceed 3%, and becomes effective January 1 of the following year. Effective January 1, 2017, employees are reimbursed up to \$1,756.00 and their dependents up to \$1,170.00 each per dental and vision plan year. This amount is adjusted annually based on the annual CPI not to exceed 3% per Resolution 2008-45.

~~In addition to dental benefits under the Plan, the Vision Plan will allow for expenditures for vision care for the unit member and dependents to include prescriptive lenses and frames, contact lenses, optometry or eye care appointments which are not covered by unit member or dependents medical insurance. The annual reimbursement maximum may be used employee shall have the option of utilizing all of the benefit money for dental and/or vision care.~~

Covered expenses are detailed in the City's Reimbursement Plan, which is available from Human Resources. Covered expenses are set by the Plan.

Employees and/or their dependents are permitted to use up to the cumulative maximum yearly reimbursement amount for dental or vision care for the employee and/or his or her dependents, as long as such care is not otherwise covered by a medical insurance plan.

~~24.3 PEMHCA COMPLIANCE REVIEW: If, during the term of this agreement, the City determines it necessary to revise the language of this section to comply with the requirements CalPERS Medical benefits language established by CalPERS statutory and regulatory provisions, the City will provide the Association with advance written notice such changes and, upon request, will meet with Association representatives to discuss the impacts of such changes, if any, upon existing terms and conditions of employment. Any changes arising from the City's PEMHCA Compliance Review will~~

~~be limited to bringing the City into compliance with the PEMHCA, and in no event, will any changes result in any reduction in compensation provided in this agreement.~~

SECTION 254. LIFE INSURANCE

~~For the term of this Agreement, t~~The City shall ~~continue to~~ fund life insurance for each unit employee at the rate of one hundred and fifty percent (150%) of the employee's annual salary subject to a fifty thousand dollar (\$50,000.00) maximum and existing age limitation requirements. Employees shall have the right to purchase an additional one hundred and fifty percent (150%) of their annual salary of additional life insurance.

SECTION 265. RETIREMENT

The City contracts with CalPERS for retirement benefits.

265.1 FOR "CLASSIC" SAFETY MEMBERS

For employees commonly referred to as "classic" employees (i.e., those that are not defined as "New Members" by the Public Employees' Pension Reform Act of 2013 (PEPRA)):

a. PERS-3% AT AGE 50 RETIREMENT PLAN:

For sworn employees hired prior to December 31, 2011, the City provides the PERS 3% at age fifty (50) retirement plan. Each employee shall pay the nine percent (9%) employee contribution rate to maintain such benefits. Additional benefits currently provided include:

- Single highest year (section 20042)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

~~a. 3% AT AGE 55 PLAN~~The City shall ~~continue to provide the PERS 3% at age fifty (50) retirement plan for unit safety employees hired prior to December 31, 2011.~~

b.

~~26.2 PRE-1987 SAFETY EMPLOYEES: For unit safety employees employed prior to November 1, 1987, the retirement plan shall continue to include:~~

- ~~a. Single highest year~~
- ~~b. Military service credit~~
- ~~c. 57 and 59 survivors benefits~~

d. ~~Credit for unused sick leave~~

~~26.3 POST-1987 SAFETY EMPLOYEES: For unit safety employees employed on or after November 1, 1987 through December 31, 2011, the retirement plan shall continue to include:~~

- a. ~~Single highest year~~
- b. ~~57 and 59 survivors benefits~~
- e. ~~Credit for unused sick leave~~

~~TWO-TIER RETIREMENT SYSTEM; SAFETY: For sworn unit safety employees hired on or after January 1, 2012, the City will provides the PERS 3.0% at age fifty-five (55) retirement plan. Each employee shall pay the nine percent (9%) employee contribution rate to maintain such benefits. for safety employees with retirement formula of three (3) years of highest compensation. Additional benefits currently provided include:~~

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- ~~Credit for unused sick leave (section 20965). For employees hired on or after January 1, 2012, said employee will pay the cost of the PERS safety employee's contribution to maintain such benefit.~~
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

256.25 FOR "CLASSIC" MISCELLANEOUS MEMBERS

a. 2.7% AT AGE 55 PLAN

For miscellaneous (non-sworn) employees hired prior to July 1, 2011, the City provides the PERS 2.7% at age fifty-five (55) retirement plan. Each employee shall pay eight percent (8%) employee contribution to maintain such benefits. Additional benefits currently provided include:

- ~~COMMUNITY SERVICE AND COMMUNICATION OFFICERS: The City shall continue to provide the current retirement benefits as administered by the Public Employees Retirement System (PERS) providing for retirement benefits of two point seven percent at age fifty five (2.7% at 55) for miscellaneous employees hired through June 30, 2011. The benefits currently provided are:~~
- Single highest year (section 20042)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)

- Credit for unused sick leave (section 20965)
- ~~a. Single highest year compensation~~
- ~~b. Sick leave credit~~
- ~~c. 3rd Level 1959 Survivor~~
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

26 ~~d. Military Service Credit~~

b. 2.0% AT AGE 60 PLAN

For miscellaneous (non-sworn) employees hired on or after July 1, 2011, the City provides t
~~26.6 TWO-TIER RETIREMENT SYSTEM; MISCELLANEOUS: For~~
miscellaneous employees hired on or after July 1, 2011, the City will provide the PERS 2.0% at age sixty (60) retirement plan. Each employee shall pay the seven percent (7%) employee contribution to maintain benefits. ~~for miscellaneous employees with retirement formula of three (3) years of highest compensation.~~ Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

31 ~~Employees hired on or after July 1, 2011, said employees will pay the cost of the PERS miscellaneous employee's contribution to maintain such benefit.~~

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

256.3.7 FOR "NEW MEMBERS"

For "New Members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA):

a. ~~NEW SAFETY MEMBERS – 2.7% AT AGE 57 PLAN~~

For sworn employees hired on or after January 1, 2013, the City provides the PERS 2.7% at age fifty-seven (57) retirement plan. New members shall pay retirement contributions as required by law, which is currently to fifty percent (50%) of the normal cost rate set forth in the annual CalPERS valuation report. Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

b. NEW MISCELLANEOUS MEMBERS – 2.0% AT AGE 62 PLAN

For non-sworn employees hired on or after January 1, 2013, the City provides the PERS 2.0% at age sixty-two retirement plan. New members shall pay retirement contributions as required by law, which is currently equal to fifty percent (50%) of the normal cost rate set forth in the annual CalPERS valuation report. Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

~~PEPRA RETIREMENT SYSTEM: For "New Member" employees hired on or after January 1, 2013, the City will provide the PERS 2.0% at age sixty-two (62) retirement plan for miscellaneous members and PERS 2.7% at age fifty-seven (57) retirement plan for sworn safety employees. The City will make the employers retirement contributions as required under provisions of the PEPRA retirement law and any subsequent amendments thereto:~~

~~26.8 EMPLOYEE CONTRIBUTION TO PERS PENSION RETIREMENT SYSTEM—NON-TIER TWO OR PEPRA EMPLOYEES: Effective the first full pay period in July 2014, safety and miscellaneous employees are paying three percent (3%) and will pay an additional two percent (2%) of their respective PERS employee rate currently paid by the employer and an additional two percent (2%) effective the first full pay period in July 1, 2015. Sworn members will pay an additional two percent (2%) effective the first full pay period in July 1, 2016 for a total of nine percent (9%) of the PERS employee contribution during the term of this Agreement. Miscellaneous members will pay an additional one percent (1%) effective the first full pay period in July 1, 2016 for a total of eight percent (8%) of the PERS employee contribution during the term of this Agreement.~~

~~This section does not pertain to Tier II member as stated in Section 26.4 and 26.6 above.~~

~~This section does not pertain to "New Member" employees hired by City on or after January 1, 2013. "New Member" employees will pay their retirement contribution being fifty percent (50%) of normal costs as defined by PERS and City calculations as required under provisions of the PEPPRA retirement law and any subsequent amendments thereto.~~

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

SECTION 267. NO STRIKE

The Association, its members and representatives, agree that it and they, will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, or to perform customary duties, and neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management for the City, nor to effect a change of personnel or operations of management or of employees not covered by ~~the~~ is Memorandum MOU.

SECTION 287. EMPLOYEE ASSISTANCE PLAN

~~For the term of this Agreement, the~~ The -City ~~will continue to make available~~ provides an Employee Assistance Plan at City expense.

SECTION 298. TUITION REIMBURSEMENT PROGRAM

~~Full-time unit employees~~ Members may continue to participate in the City's Tuition Reimbursement Program, in addition to any compensation received as ~~Career Education~~ Incentive Pay. Details of the program will be provided to the Association members and posted in the briefing room.

SECTION 3019. SICK LEAVE

Employees shall continue to accrue sick leave at a rate of 3.69 hours per pay period. eight (8) hours per month of sick leave. Sick leave usage shall be in accordance with Section 19.03 of the Personnel Regulations of the City of Los Altos. ~~A,~~ a copy of the City's Personnel Regulations ~~which~~ is attached hereto as Appendix B.

SECTION 301. BEREAVEMENT ~~AND OTHER LEAVES~~

~~31.1 BEREAVEMENT LEAVE:~~ In the event of a death in the immediate family of a full-time regular employee, up to five (5) working days of bereavement leave per occurrence will be allowed for personal matters relating to the death. Immediate family is defined as wife, husband, domestic partner, mother (in-law) father (in-law), sister (in-law), brother (in-law) son (in-law), daughter (in-law), step child, step parent, grandparent (in-law), or grandchild (in-law). Two (2) working days of bereavement leave, per occurrence, will be allowed for personal matters related to the death of an aunt (great), uncle (great) or nephew (great), or a close relative residing in the household of the employee. Special circumstances beyond this policy (such as other relatives residing within the employee's household) may be considered on a case-by-case basis and must be approved by the City Manager.

Bereavement leave is a separate paid leave benefit. Use of bereavement leave for up to five (5) days does not reduce accumulated sick leave, vacation or compensatory time off. At the request of the City, the employee will provide verification.

~~31.2 OTHER LEAVES: Other leaves shall be in accordance with existing law and existing Personnel Regulations of the City of Los Altos for the term of this Agreement.~~

SECTION 31. GRIEVANCE PROCEDURE

The Grievance Procedure is established to provide a consistent process for the fair and expeditious resolution of grievances.

30.1 Definition of a Grievance: A grievance is an allegation by one or more employees or the Association that there has been a misinterpretation, misapplication or violation of this MOU.

30.2 Time Limitations: Should a decision not be rendered within the time limits set forth below, the grievant may appeal to the next step in the procedure. Should the grievant fail to appeal a decision within the time limits set forth below, the grievance will be considered resolved and the grievant will have waived all rights to appeal.

30.3 Grievant: An employee, a group of employees, or the Association may file a grievance. If an employee(s) is the grievant, they must initiate their grievance at Step One. If the Association is the grievant, it must initiate the grievance at Step Two.

30.4 Steps in the Grievance Process

30.4.1 Step One (Immediate Supervisor)

An employee(s) who alleges a violation of the MOU must present the grievance to their immediate supervisor. If the Association is the grievant, it shall submit the grievance at step 2.

The grievance must be presented to the immediate supervisor within ten (10) calendar days of the occurrence giving rise to the grievance or the time within which the grievant knew or should have known of the occurrence.

The supervisor will investigate the alleged grievance. The supervisor shall have independent authority to sustain or deny the grievance, and shall provide a decision on the grievance within ten (10) calendar days from the date the employee presented the grievance.

30.4.2 Step Two (Police Chief)

If the employee is not satisfied with the decision of the Step One grievance, the employee or their representative must present the grievance to the Police Chief within fifteen (15) calendar days of the response from the supervisor at Step One.

The Step Two grievance must be in writing and must: (1) state the sections of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified provision(s) has occurred; and (3) state the desired remedy to resolve the grievance.

The Police Chief or designee will investigate the alleged grievance. The investigation will include meeting with the grievant. The Police Chief or designee shall provide a written decision on the grievance to the grievant within fifteen (15) calendar days from receipt of the Step Two written grievance.

30.4.3 Step Three (Personnel Review)

If the grievant is not satisfied with the decision on the Step Two grievance, the grievant or their representative must present the grievance in writing to the Human Resources Manager within ten (10) calendar days of the response from the Police Chief at Step Two.

The Step Three grievance must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified section(s) of the MOU has occurred; (3) provide as much narrative as possible as to why the employee is not satisfied with the decision on the Step Two grievance; and (4) state the desired remedy to resolve the grievance. The Step Three grievance must attach the written decision of the Police Chief at Step Two.

The Human Resources Manager or designee shall investigate the alleged grievance. The Human Resources Manager or designee shall provide a written decision on the grievance to the grievant within fifteen (15) calendar days from receipt of the Step Three written grievance.

30.4.4 Step Four (Arbitration)

Should the grievance remain unresolved through the preceding steps, the Association may request binding arbitration as the final step in the grievance process, by notifying the City of their intent to proceed to arbitration. Such notice shall be provided to the City Manager within fifteen (15) calendar days from the date of the Human Resource Manager's decision at Step Three.

30.4.4.1 Selection of the Arbitrator: Upon notice of intent to arbitrate, the Association and the City Manager or designee shall meet to select an arbitrator. If unable to mutually agree on the selection of an arbitrator, then a list of seven (7) available arbitrators shall be obtained from the State of California Mediation and Conciliation Services. Upon receipt of such list, the parties shall meet (in person, by phone or virtually) and if unable to mutually select an arbitrator from such list then a coin shall be flipped and the party correctly calling the coin flip shall strike a name from the list. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator.

30.4.4.2 Decision of the Arbitrator: The decision, opinion, and award of the arbitrator shall be final and binding upon all parties, subject to review only under the provisions of California Code of Civil Procedure Section 1280 et seq., as amended. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this MOU.

- 30.4.4.3 If the question of arbitrability is raised, the arbitrator shall make his/her determination on arbitrability prior to hearing the merits of the grievance, unless the parties mutually agree otherwise.
- 30.4.4.4 The City shall prepare in blank and deliver to the arbitrator subpoenas for issuance by him/her. The arbitrator may, in his/her discretion, require a showing of good cause prior to the issuance of any subpoena.
- 30.4.4.5 The Association and the City agree to share equally all costs of the arbitrator and to be responsible for their own respective costs of making their presentation to the arbitrator.
- 30.4.4.6 If by mutual agreement or requirement of the arbitrator, services of a court reporter are utilized, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

30.4.5 Extension of Time Limits

The Step One time limits set forth above may be extended with prior written approval from the Police Chief. The remaining time limits set forth above may be extended by mutual agreement for good cause.

30.5 General Provisions

- 30.5.1 Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts to conclude any matter as promptly as possible.
- 30.5.2 Nothing in these procedures shall be construed to prevent the parties from mutually agreeing to other alternative dispute procedures, such as voluntary mediation, at any point during the grievance procedure.
- 30.5.3 Concurrent grievances alleging violation of the same provision and/or based on the same occurrence may be consolidated upon the agreement of the City and the Association. Consolidated grievances shall be determined in one proceeding.
- 30.5.4 Once a Step Two grievance has been submitted, no other grievance concerning the issue, incident, or action upon which the grievance is based may be initiated.

SECTION 31. DISCIPLINE PROCEDURES

31.1 PREDISCIPLINARY PROCEDURES:

- a. DELEGATION: The Police Chief's authority to implement the disciplinary procedures herein may be delegated to an appropriate designee who may perform any or all of the actions/procedures required under this Section.

- b. “PUNITIVE ACTION”: As used in herein, the term “punitive action” means any action defined as such by Government Code § 3303, i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”
- c. PUNITIVE ACTION WITHOUT PRIOR NOTICE OR PREDISCIPLINARY MEETING: Employees subject to a written reprimand will not receive prior notice or an opportunity to be heard before the written reprimand is issued.
- d. NOTICE OF INTENT: Prior to taking punitive action against any employee that is not a written reprimand, the Chief of Police or designee shall notify the employee in writing of the following:
1. The proposed punitive action and effective date for such action;
 2. The nature of the charges and/or violation of City regulations, policies, and/or MOU provisions;
 3. The reasons and factual bases for the proposed action;
 4. The relevant written materials, written reports and documents (if any) considered by the departmental manager or supervisor in reaching the decision to propose the disciplinary action;
 5. The right of the employee to respond verbally or in writing within seven (7) calendar days of receipt of the notice; and
 6. The right of the employee to be represented by an attorney or other representative at any further proceedings.
- e. PREDISCIPLINARY “SKELLY” MEETING: Any employee who receives notice of intended punitive action according to Subsection 31.2(d), and who desires to respond to said notification, shall submit a written response and/or request a predisciplinary Skelly meeting within seven (7) calendar days of receipt of notification in the manner specified in the notification. The employee’s failure to provide a written response or request a Skelly meeting within 7 calendar days shall be deemed an intentional waiver of the employee’s right to respond to the proposed punitive action before the action is taken.

When an employee requests a Skelly conference, the Chief of Police or designee will conduct the conference. The Skelly conference is not an evidentiary hearing and it shall be limited to the informal presentation of information by the employee and their representative in response to the charges and allegations set forth in the notice of proposed discipline.

The timelines applicable to the employee’s predisciplinary response may be extended by the Chief of Police, and the Chief may agree to extend the timelines for good cause upon the employee’s request.

- 31.3 NOTICE OF FINAL DISCIPLINE: After conclusion of the predisciplinary meeting or after the Chief’s receipt and review of the employee’s written response, and within 30 days of the final decision, the Chief of Police shall serve on the employee a Notice of Final Discipline wherein the employee will be notified in writing of the nature and extent of the discipline, if any, and the effective date of the discipline. The Notice of Final Discipline shall also contain a statement of charges which shall set forth the acts or omissions with which

the employee is charged in order that the employee will be able to prepare his/her defense. The Notice of Final Discipline shall also specify the City/Department rules, regulations, policies and procedures which the employee is alleged to have violated.

The Notice of Final Discipline shall also advise the employee of his/her right to request an appeal hearing by filing a Notice of Appeal within seven (7) calendar days of receipt of the Notice.

31.4 APPEAL RIGHTS

a. NON-PROBATIONARY PUBLIC SAFETY OFFICER APPEAL RIGHTS: The Informal and Formal appeal procedures set forth at Subsections 31.5 and 31.6 below apply to non-probationary public safety officers. The term “public safety officer” means an employee who is considered a “public safety officer” under Government Code § 3301.

b. NON-PROBATIONARY, NON-SWORN APPEAL RIGHTS: The Formal appeal procedure set forth at Subsection 31.6 below applies to non-probationary, non-sworn employees. The Informal procedure set forth at Subsection 31.5 below does not apply to non-sworn employees.

c. NO PROBATIONARY EMPLOYEE APPEAL RIGHTS: A probationary employee shall be subject to any punitive action, including dismissal, at any time during the probationary period without right of an appeal set forth herein.

31.5 INFORMAL HEARING PROCEDURE (SWORN PERSONNEL ONLY): The following administrative appeal process shall apply to officers’ appeals of written reprimands, non-punitive transfers that result in loss of pay, and any other punitive action for which an officer does not receive a formal appeal hearing under Subsection 31.6 below. Note: a transfer which is not expressly described as corrective/punitive/disciplinary action shall not be considered a punitive transfer.

a. NOTICE OF APPEAL: Within seven (7) calendar days of the effective date/issuance of a punitive action subject to this informal hearing procedure, the officer shall notify the Chief of Police, in writing, of the officer’s request to appeal the punitive action. The Notice of Appeal shall specify the punitive action being appealed and the substantive and/or procedural grounds for the appeal. Within fourteen (14) calendar days from receipt of the Notice of Appeal, the Chief of Police will notify the officer of the time and place of the informal hearing and the identity of the Hearing Officer.

b. HEARING OFFICER: The Hearing Officer shall conduct the informal hearing in accordance with the procedures set forth herein. In an informal hearing, if the punitive action is issued by a lower-ranked supervisor, the Chief of Police shall be the Hearing Officer. The Chief’s decision on the appeal shall be final and binding.

If the punitive action is issued by the Chief, or if the Chief cannot serve as the Hearing Officer because of actual bias, prejudice or interest as defined by Government Code section 11425.40, then the City Manager or designee shall serve as the Hearing Officer. In such

cases, the determination of the City Manager or designee shall be final and binding.

c. BURDEN OF PROOF: The City shall bear the burden of proof at the hearing. The City must prove the facts which form the basis for the charge(s) by a preponderance of the evidence. The City must also prove that the punitive action was reasonable in consideration of the gravity of the offense and any history of prior discipline.

d. CONDUCT OF HEARING:

1. The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence and argument. There is no right of intervention, discovery, or prehearing conferences.

2. The parties may present opening statements.

3. The parties may present evidence through documents and testimony. Witnesses shall testify under oath. The oath may be administered by the Hearing Officer. The parties shall only be entitled to confront and cross-examine witnesses if the punitive action involves a loss of compensation (e.g., unpaid suspension of 24 hours or less).

4. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

e. REPRESENTATION: The employee may be represented by an Association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the employee. The City/Department shall also be entitled to representation at all stages of the proceedings. All costs associated with such representation shall be borne by the City.

f. DECISION: The Hearing Officer shall issue his/her decision in writing to the parties within thirty (30) calendar days of the submission of the case by the parties for decision. The Hearing Officer's written decision shall contain findings regarding the facts which form the basis for the charge(s), and a determination on the reasonableness of the penalty in consideration of the gravity of the offense and any history of prior discipline. The Hearing Officer's decision shall be final and binding.

The decision shall be served on the parties and shall advise the officer that judicial review of the decision is governed by California Code of Civil Procedure section 1094.5 and the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure section 1094.6.

31.6 FORMAL HEARING PROCEDURE FOR SIGNIFICANT DISCIPLINE (SWORN AND NON-SWORN PERSONNEL): The following administrative appeal process shall apply to all appeals of discharge, demotion, unpaid suspensions, any reduction in salary, and punitive transfers. Note: a transfer which is not expressly described as corrective/punitive/disciplinary action shall not be considered a punitive transfer.

a. NOTICE OF APPEAL: Within seven (7) calendar days of receipt by an employee -of Notice of Final Discipline as set forth in Subsection 31.3 above, the employee shall notify the Chief of Police in writing of the employee's intent to appeal the punitive action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

b. HEARING OFFICER: Upon receipt of the employee's Notice of Appeal, the parties will select a neutral Hearing Officer who will hear the employee's appeal and provide a written advisory decision to the City Manager. The Hearing Officer shall conduct the formal hearing in accordance with the procedures set forth herein.

The parties may mutually agree upon a Hearing Officer, or the parties will jointly select a Hearing Officer from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator to serve as Hearing Officer, they shall strike names from the list. The parties shall flip a coin to determine who strikes first. The arbitrator's fee and expenses shall be borne equally by the parties.

c. BURDEN OF PROOF: The City shall bear the burden of proof at the hearing. The City must prove the facts which form the basis for the charge(s) by a preponderance of the evidence. The City must also prove that the punitive action was reasonable in consideration of the gravity of the offense and any history of prior discipline.

d. CONDUCT OF HEARING:

1. The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The Hearing Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
2. Each side will be permitted an opening statement. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witnesses and evidence in defense.
3. Witnesses shall testify under oath. The oath may be administered by the Hearing Officer.
4. Each side will be allowed to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her.
5. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.
6. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.
7. Following the presentation of evidence, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

e. REPRESENTATION: The employee may be represented by an Association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation, and any other costs the employee incurs in association with the appeal hearing, shall be borne by the employee. The City/Department shall also be entitled to representation at all stages of the proceedings. All costs associated with such representation, and any other costs the City incurs in association with the appeal hearing, shall be borne by the City.

f. RECOMMENDED DECISION: The Hearing Officer shall prepare and issue a Recommended Decision in writing within thirty (30) calendar days of the submission of the case by the parties for decision. The Hearing Officer's written Recommended Decision shall set forth whether the charge(s) are sustained, and shall contain findings regarding the facts which form the basis for the charge(s), and a determination on the reasonableness of the penalty in consideration of the gravity of the offense and any history of prior discipline.

The Hearing Officer shall serve the Recommended Decision on the parties.

g. FINAL DECISION: Upon receipt of the Hearing Officer's Recommended Decision, the City Council will consider the Recommended Decision and make a Final Decision. The City Manager will thereafter sustain, revoke, or modify the disciplinary action.

The City Council's Final Decision shall be served on the parties and shall advise the officer that judicial review of the decision is governed by California Code of Civil Procedure section 1094.5 and the time within which judicial review of the decision may be sought is governed by California Code of Civil Procedure section 1094.6.

SECTION 32. FULL UNDERSTANDING, MODIFICATION AND WAIVER

This ~~Memorandum of Understanding~~ MOU sets forth the full and entire understanding of the parties regarding the matters set forth therein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood between the parties that during the term of this Agreement, all existing working benefits and working conditions shall remain in full force and effect. It is further agreed and understood that each party hereto voluntarily and ~~unqualifiably unequivocally~~ waives its rights to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term if this ~~Memorandum of Understanding~~ MOU, except as provided by this Agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council of Los Altos and the Association. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SECTION 33. SAVINGS PROVISION

If any provisions of this ~~Memorandum of Understanding~~MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or an agency of the state, but all other provisions will continue in full force and effect.

SECTION 34. TERM

This ~~Memorandum of Understanding~~MOU represents the entire agreement between the City and Association on the subjects contained herein and shall become in full force and effect on July 1, 20~~21~~¹⁷ and shall continue in full force and effect until midnight June 30, 20~~20~~³.

The Association shall provide the City with its proposals for the period beginning July 1, 20~~23~~³⁰, no later than March 1, 20~~20~~³.

Los Altos Peace Officers' Association

City of Los Altos

~~City Manager~~

Jon Maginot
Deputy City Manager ~~Christopher Jordan,~~

~~Cameron Shearer, LAPOA Negotiator~~
Charbonneau

Chief Negotiator ~~Andy Galea, Chief of~~

Lisa S.

~~Police~~

Peter Hoffmann,
Rains Lucia Stern St. Phalle & Silver, PC

~~Jon Maginot, City Clerk /~~
~~Assistant to the City Manager~~

APPENDIX A

~~SALARY SCHEDULE: First pay period in July, 2017—June 30, 2018~~

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Police Sergeant	4,306	4,521	4,747	4,984	5,233
Police Agent	3,831	4,023	4,224	4,435	4,657
Police Officer	3,649	3,831	4,023	4,224	4,435
Police Officer Trainee	3,474	3,648	3,830	4,022	4,223
Communications Officer	3,278	3,442	3,614	3,795	3,985
Lead Communications Officer	3,643	3,825	4,016	4,217	4,428
Community Service Officer	2,631	2,763	2,901	3,046	3,198

~~SALARY SCHEDULE: First pay period in July, 2018—June 30, 2019~~

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Police Sergeant	4,457	4,680	4,914	5,160	5,418
Police Agent	3,965	4,163	4,371	4,590	4,820
Police Officer	3,777	3,966	4,164	4,372	4,591
Police Officer Trainee	3,596	3,776	3,965	4,163	4,371
Communications Officer	3,393	3,563	3,741	3,928	4,124
Lead Communications Officer	3,771	3,960	4,158	4,366	4,584
Community Service Officer	2,723	2,859	3,002	3,152	3,310

~~SALARY SCHEDULE: First pay period in July, 2019—June 30, 2020~~

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Police Sergeant	4,613	4,844	5,086	5,340	5,607
Police Agent	4,104	4,309	4,524	4,750	4,988
Police Officer	3,909	4,104	4,309	4,524	4,750
Police Officer Trainee	3,722	3,908	4,103	4,308	4,523
Communications Officer	3,512	3,688	3,872	4,066	4,269
Lead Communications Officer	3,903	4,098	4,303	4,518	4,744
Community Service Officer	2,818	2,959	3,107	3,262	3,425

**CITY OF LOS ALTOS
PERSONNEL REGULATION 19.03 SICK LEAVE**

Sick leave with pay shall be earned by full and part-time Full-Time Equivalent (FTE) probationary and regularly appointed employees from the date of current service with the City at the accrual rate of 3.69 hours per pay period. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual sickness or disability of the employee, or because of illness or death in his/her immediate family.

Unused sick leave shall be accumulated at the accrual rate per pay period with no limit on the amount of hours accumulated from the date of current employment.

The maximum amount of sick leave that can be used by an employee in any calendar year to care for an immediate family member is limited to the hours previously accrued by the employee, and is not to exceed one-half of the total number of hours that could be accrued by the employee during the calendar year or up to 47.97 hours. If an employee is absent because of illness, s/he must notify his/her department head or his/her immediate supervisor at least one (1) hour prior to the time set for beginning his/her daily duties. If an employee is ill for more than three (3) working days for any one illness, s/he is required to furnish a doctor's certificate to his/her department head.

For every six (6) consecutive months of perfect attendance by full-time equivalent regularly appointed personnel, eight (8) hours shall be added to the employee's perfect attendance balance. For every twelve (12) consecutive months of perfect attendance, eight (8) additional "bonus hours" [making a total of twenty-four (24) extra perfect attendance hours for the twelve (12) consecutive months of perfect attendance] shall be added to any Full-Time Equivalent (FTE) regularly appointed employee's perfect attendance balance. Each six (6) or twelve (12) month period shall begin on the date the employee returns to work following an illness or family sick leave. Sick leave may be withheld wholly or partially by the City Manager if the illness for which it is taken is caused or substantially aggravated by outside employment.

Upon retirement, for any reason, an employee who has served twenty (20) years with the City of Los Altos will be granted one-half (1/2) day's pay for each full month of perfect attendance during the employee's last five (5) years of service. This formula shall apply only to employees in the service of the City of Los Altos as of July 1, 1975.

As an alternate for employees employed July 1, 1975 and for all future employees, the following schedule shall apply upon retirement, for any reason (including disability retirement), honorable separation prior to retirement, or death, providing that at least three-quarters (3/4) of the total months of employment shall have been months of perfect attendance:

SICK LEAVE PAYOUT*
EFFECTIVE JULY 1, 2010-JUNE 30, 2011

Years of Service	Per Month of Perfect Attendance
After 10	\$13.16
After 15	\$17.58
After 20	\$23.32
After 25	\$26.38
After 30	\$30.78
After 35	\$35.16

SALARY SCHEDULE:

POA -- Salary Schedule FY 21/22	Biweekly				
	Step A	Step B	Step C	Step D	Step E
<i>Police Services</i>					
Police Sergeant	\$4,940.52	\$5,187.55	\$5,446.93	\$5,719.27	\$6,005.24
Police Agent	\$4,395.38	\$4,615.15	\$4,845.91	\$5,088.21	\$5,342.62
Police Officer	\$4,186.54	\$4,395.87	\$4,615.66	\$4,846.44	\$5,088.76
Lead Communications Officer	\$4,092.11	\$4,296.71	\$4,511.55	\$4,737.13	\$4,973.98
Police Officer Trainee	\$3,986.26	\$4,185.58	\$4,394.85	\$4,614.60	\$4,845.33
Communications Officer	\$3,718.37	\$3,904.28	\$4,099.50	\$4,304.47	\$4,519.70
Community Service Officer	\$2,983.59	\$3,132.76	\$3,289.40	\$3,453.87	\$3,626.57

Effective the first full pay period that includes July 1, 2022, base salaries of all represented classifications shall be increased by April 2022 12-month Consumer Price Index for the San Francisco Bay Area set by the U.S. Department of Labor Bureau of Labor Statistics minimum of three percent (3%) to maximum of three and one-half percent (3.5%).

~~All dollar amounts shall be adjusted annually on July 1 in accordance with the United States Department of Labor, Consumer Price Index, All Items Category, average of the two index figures for the San Francisco Bay Area, for the prior year from May 1 through April 30.~~

~~Violation of sick leave provisions will result in disciplinary action.~~

~~*An **example** of the above perfect attendance for sick leave payout for years of service is:~~

- ~~1. Employee works 20 years.~~
- ~~1. 20 years x 12 months per year = 240 months of service.~~
- ~~2. 240 months of service and employee must have 75% perfect attendance during all time served in employment or, in this example, 240 x .75 = 180 months of perfect attendance is necessary to qualify for perfect attendance sick leave payout.~~
- ~~3. Calculate number of months of all time served in employment "x" rate of sick leave payout.~~
 - ~~a. Example in this case is 240 months qualifies for rate of payout of "After 15 Years" which equals \$17.58.~~

4. ~~Final calculation for payout is:~~

~~240 months x \$17.58 = \$4,219.20 dollars for perfect attendance sick leave payout.~~

RESOLUTION NO. 2021-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
APPROVING COST OF LIVING ADJUSTMENTS FOR
THE LOS ALTOS PEACE OFFICER ASSOCIATION BARGAINING GROUP AND
APPROVING AN UPDATED SALARY SCHEDULE FOR
FISCAL YEAR 2021/22**

WHEREAS, the City annually reviews and may revise employee compensation and salary schedule ranges; and

WHEREAS, the City benefits from a highly qualified, municipal workforce; and

WHEREAS, to assist in retaining such a workforce, it is critical that the City’s compensation levels are competitive in the marketplace; and

WHEREAS, the City should adjust salaries to reflect changes in the region’s cost of living; and

WHEREAS, the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose region increase by 3.8% for the twelve-month period through April 2021; and

WHEREAS, represented classifications are covered by current contracts which specify the amount of the salary adjustments in the new fiscal year; and

WHEREAS, the salaries are scheduled to take effect the first full pay period that includes July 1, 2021 or the pay period during which Council approves this MOU (whichever is later).

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby:

1. Approve the contractually required pay adjustments for the Los Altos Peace Officers’ Association.
2. Adopts the salary schedule at Exhibit A reflecting these pay adjustments.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the ___ day of ____, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Neysa Fligor, MAYOR

Attest:

Andrea Chelemengos, CMC, CITY CLERK

City of Los Altos -- Salary Schedule FY 21/22
 Resolution 2021-XX

			Biweekly					Monthly					Annual				
<i>Legislative & Executive</i>	<i>Union</i>	<i>Salary Range</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
City Manager	N/A		\$9,426.73					\$20,424.58					\$245,095.00				
Assistant City Manager	N/A	56	\$6,993.28	Open Range			\$8,500.33	\$15,152.11	Open Range			\$18,417.39	\$181,825.28	Open Range			\$221,008.62
Deputy City Manager	N/A	48	\$5,739.68	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$12,435.98	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$149,231.70	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07
Assistant to the City Manager	N/A	40	\$4,710.82	\$4,946.36	\$5,193.68	\$5,453.37	\$5,726.04	\$10,206.78	\$10,717.12	\$11,252.98	\$11,815.63	\$12,406.41	\$122,481.41	\$128,605.48	\$135,035.75	\$141,787.54	\$148,876.92
City Clerk	N/A	41	\$4,828.59	\$5,070.02	\$5,323.52	\$5,589.70	\$5,869.19	\$10,461.95	\$10,985.05	\$11,534.30	\$12,111.02	\$12,716.57	\$125,543.44	\$131,820.62	\$138,411.65	\$145,332.23	\$152,598.84
Public Information Officer	N/A		\$4,688.31	\$4,922.73	\$5,168.86	\$5,427.31	\$5,698.67	\$10,158.01	\$10,665.91	\$11,199.20	\$11,759.16	\$12,347.12	\$121,896.10	\$127,990.91	\$134,390.45	\$141,109.98	\$148,165.48
Public Information Coordinator	LAMEA		\$3,712.74	\$3,898.37	\$4,093.29	\$4,297.96	\$4,512.85	\$8,044.26	\$8,446.48	\$8,868.80	\$9,312.24	\$9,777.85	\$96,531.15	\$101,357.70	\$106,425.59	\$111,746.87	\$117,334.21
Executive Assistant to the City Manager	N/A	25	\$3,265.47	\$3,428.74	\$3,600.18	\$3,780.19	\$3,969.20	\$7,075.18	\$7,428.94	\$7,800.38	\$8,190.40	\$8,599.92	\$84,902.14	\$89,147.25	\$93,604.61	\$98,284.84	\$103,199.09
Deputy City Clerk	LAMEA		\$2,937.36	\$3,084.22	\$3,238.43	\$3,400.36	\$3,570.37	\$6,364.27	\$6,682.48	\$7,016.61	\$7,367.44	\$7,735.81	\$76,371.24	\$80,189.80	\$84,199.29	\$88,409.25	\$92,829.71
<i>Administrative Services</i>	<i>Union</i>	<i>Salary Range</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Administrative Services Director	N/A	56	\$6,993.28	Open Range			\$8,500.33	\$15,152.11	Open Range			\$18,417.39	\$181,825.28	Open Range			\$221,008.62
Finance Director	N/A	56	\$6,993.28	Open Range			\$8,500.33	\$15,152.11	Open Range			\$18,417.39	\$181,825.28	Open Range			\$221,008.62
Financial Services Manager	N/A	48	\$5,739.68	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$12,435.98	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$149,231.70	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07
Senior Accountant	N/A	34	\$4,078.12	\$4,282.03	\$4,496.13	\$4,720.93	\$4,956.98	\$8,835.93	\$9,277.73	\$9,741.61	\$10,228.69	\$10,740.13	\$106,031.14	\$111,332.70	\$116,899.34	\$122,744.30	\$128,881.52
Management Analyst II	LAMEA		\$3,973.87	\$4,172.57	\$4,381.20	\$4,600.26	\$4,830.27	\$8,610.06	\$9,040.56	\$9,492.59	\$9,967.22	\$10,465.58	\$103,320.71	\$108,486.75	\$113,911.08	\$119,606.64	\$125,586.97
Management Analyst I	LAMEA		\$3,613.31	\$3,793.97	\$3,983.67	\$4,182.86	\$4,392.00	\$7,828.83	\$8,220.27	\$8,631.29	\$9,062.85	\$9,516.00	\$93,946.00	\$98,643.30	\$103,575.46	\$108,754.23	\$114,191.95
Accounting Technician II	LAMEA		\$3,013.46	\$3,164.13	\$3,322.34	\$3,488.45	\$3,662.88	\$6,529.16	\$6,855.61	\$7,198.40	\$7,558.32	\$7,936.23	\$78,349.88	\$82,267.38	\$86,380.74	\$90,699.78	\$95,234.77
Accounting Technician I	LAMEA		\$2,616.83	\$2,747.68	\$2,885.06	\$3,029.31	\$3,180.78	\$5,669.81	\$5,953.30	\$6,250.96	\$6,563.51	\$6,891.69	\$68,037.70	\$71,439.58	\$75,011.56	\$78,762.14	\$82,700.25
Accounting Office Assistant I	LAMEA		\$2,301.07	\$2,416.12	\$2,536.93	\$2,663.77	\$2,796.96	\$4,985.64	\$5,234.93	\$5,496.67	\$5,771.51	\$6,060.08	\$59,827.72	\$62,819.11	\$65,960.06	\$69,258.06	\$72,720.97
Information Technology Manager	N/A	48	\$5,739.68	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$12,435.98	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$149,231.70	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07
Network Systems Administrator	LAMEA		\$4,428.41	\$4,649.83	\$4,882.32	\$5,126.43	\$5,382.75	\$9,594.88	\$10,074.62	\$10,578.35	\$11,107.27	\$11,662.63	\$115,138.53	\$120,895.46	\$126,940.23	\$133,287.24	\$139,951.61
Information Technology Analyst	LAMEA		\$4,217.53	\$4,428.41	\$4,649.83	\$4,882.32	\$5,126.43	\$9,137.98	\$9,594.88	\$10,074.62	\$10,578.35	\$11,107.27	\$109,655.74	\$115,138.53	\$120,895.46	\$126,940.23	\$133,287.24
Information Technology Technician	LAMEA		\$3,202.48	\$3,362.60	\$3,530.74	\$3,707.27	\$3,892.64	\$6,938.71	\$7,285.64	\$7,649.93	\$8,032.42	\$8,434.04	\$83,264.50	\$87,427.73	\$91,799.12	\$96,389.07	\$101,208.53
Human Resources Manager	N/A	48	\$5,739.68	\$6,026.66	\$6,328.00	\$6,644.40	\$6,976.62	\$12,435.98	\$13,057.77	\$13,710.66	\$14,396.20	\$15,116.01	\$149,231.70	\$156,693.29	\$164,527.95	\$172,754.35	\$181,392.07
Human Resources Analyst	N/A	31	\$3,786.94	\$3,976.29	\$4,175.10	\$4,383.86	\$4,603.05	\$8,205.04	\$8,615.29	\$9,046.05	\$9,498.36	\$9,973.28	\$98,460.46	\$103,383.48	\$108,552.65	\$113,980.29	\$119,679.30
Human Resources Technician	N/A	23	\$3,108.12	\$3,263.52	\$3,426.70	\$3,598.04	\$3,777.94	\$6,734.26	\$7,070.97	\$7,424.52	\$7,795.74	\$8,185.53	\$80,811.08	\$84,851.64	\$89,094.22	\$93,548.93	\$98,226.38
<i>Police Services</i>	<i>Union</i>	<i>Salary Range</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Police Chief	N/A	56	\$6,993.28	Open Range			\$8,500.33	\$15,152.11	Open Range			\$18,417.39	\$181,825.28	Open Range			\$221,008.62
Police Captain	N/A	52	\$6,335.53	\$6,652.31	\$6,984.93	\$7,334.17	\$7,700.88	\$13,726.99	\$14,413.34	\$15,134.01	\$15,890.71	\$16,685.24	\$164,723.88	\$172,960.07	\$181,608.08	\$190,688.48	\$200,222.90
Police Services Manager	N/A	45	\$5,329.86	\$5,596.36	\$5,876.18	\$6,169.98	\$6,478.48	\$11,548.04	\$12,125.44	\$12,731.71	\$13,368.30	\$14,036.71	\$138,576.47	\$145,505.30	\$152,780.56	\$160,419.59	\$168,440.57
Executive Assistant	LAMEA		\$2,844.10	\$2,986.31	\$3,135.62	\$3,292.40	\$3,457.02	\$6,162.22	\$6,470.33	\$6,793.84	\$7,133.54	\$7,490.21	\$73,946.61	\$77,643.94	\$81,526.13	\$85,602.44	\$89,882.56
Police Records Supervisor	LAMEA		\$3,480.01	\$3,654.01	\$3,836.71	\$4,028.54	\$4,229.97	\$7,540.02	\$7,917.02	\$8,312.87	\$8,728.51	\$9,164.94	\$90,480.19	\$95,004.20	\$99,754.41	\$104,742.13	\$109,979.24
Lead Records Specialist	LAMEA		\$2,655.08	\$2,787.83	\$2,927.22	\$3,073.58	\$3,227.26	\$5,752.67	\$6,040.30	\$6,342.31	\$6,659.43	\$6,992.40	\$69,031.98	\$72,483.58	\$76,107.76	\$79,913.15	\$83,908.81
Records Specialist	LAMEA		\$2,411.42	\$2,531.99	\$2,658.59	\$2,791.52	\$2,931.10	\$5,224.75	\$5,485.98	\$5,760.28	\$6,048.30	\$6,350.71	\$62,696.95	\$65,831.80	\$69,123.39	\$72,579.56	\$76,208.54
Police Sergeant	POA		\$4,940.52	\$5,187.55	\$5,446.93	\$5,719.27	\$6,005.24	\$10,704.47	\$11,239.69	\$11,801.67	\$12,391.76	\$13,011.35	\$128,453.60	\$134,876.28	\$141,620.09	\$148,701.10	\$156,136.15
Police Agent	POA		\$4,395.38	\$4,615.15	\$4,845.91	\$5,088.21	\$5,342.62	\$9,523.33	\$9,999.50	\$10,499.47	\$11,024.45	\$11,575.67	\$114,279.98	\$119,993.98	\$125,993.68	\$132,293.37	\$138,908.03
Police Officer	POA		\$4,186.54	\$4,395.87	\$4,615.66	\$4,846.44	\$5,088.76	\$9,070.83	\$9,524.38	\$10,000.60	\$10,500.62	\$11,025.66	\$108,850.01	\$114,292.51	\$120,007.14	\$126,007.50	\$132,307.87
Lead Communications Officer	POA		\$4,092.11	\$4,296.71	\$4,511.55	\$4,737.13	\$4,973.98	\$8,866.23	\$9,309.54	\$9,775.02	\$10,263.77	\$10,776.96	\$106,394.79	\$111,714.53	\$117,300.26	\$123,165.27	\$129,323.54
Police Officer Trainee	POA		\$3,986.26	\$4,185.58	\$4,394.85	\$4,614.60	\$4,845.33	\$8,636.90	\$9,068.75	\$9,522.18	\$9,998.29	\$10,498.21	\$103,642.81	\$108,824.95	\$114,266.20	\$119,979.51	\$125,978.49
Communications Officer	POA		\$3,718.37	\$3,904.28	\$4,099.50	\$4,304.47	\$4,519.70	\$8,056.46	\$8,459.28	\$8,882.24	\$9,326.36	\$9,792.67	\$96,677.49	\$101,511.37	\$106,586.94	\$111,916.28	\$117,512.10
Community Service Officer	POA		\$2,983.59	\$3,132.76	\$3,289.40	\$3,453.87	\$3,626.57	\$6,464.44	\$6,787.66	\$7,127.04	\$7,483.39	\$7,857.56	\$77,573.23	\$81,451.89	\$85,524.48	\$89,800.71	\$94,290.74

