

1 North San Antonio Road
Los Altos, California 94022-3087

MEMORANDUM

DATE: 4/25/23
TO: Councilmembers
FROM: City Manager's Office

SUBJECT: COUNCIL Q&A FOR APRIL 25, 2023, STUDY SESSION AND CITY COUNCIL REGULAR MEETING

Study Session

Question: Please explain what the “no project” option means. Also, is there a “no project” option for each of the Options A-D or only for some of them

Answer: A “no project” option means that the City will not proceed with one of the four options (A, B, C, or D) but would continue to perform rat abatement and rent the chain-link fence.

Question: How much money has been allocated and yet not spent to protect the Halsey house?

Answer: The proposed budget for FY 23-24 in the amount of \$28,430 includes the negative balance of \$18,430 from FY 22-23 for the maintenance expenses that will be rollover and \$10,000 for the upcoming rat abatement and fence rental in FY23-24.

Question: Please provide the media ads for the RFPs calling for the mothballing of Halsey House.

Answer: Please refer to the attached RFP.

Question: What was the basis for not continuing with the plan to mothball Halsey House?

Answer: Because the only fee proposal received in 2023 for mothballing was 90% above the Engineer's Estimate.

Question: What items within the bid made the cost significantly higher?

Answer: This was not a bid. After receiving no responses to the RFP, staff talked with several contractors, only one of which provided us with a fee proposal.

Question: After the storm, did we pursue any FEMA or other grants due to the result of further damage by the storm.

Answer: The City sought the funding sources identified in the staff report. The recent storm was not declared an emergency by the state or Federal government, which is a requirement for FEMA reimbursement.

Item 1. Minutes

Question: Page 1 of minutes:

- Wouldn't "Mayor Meadows moved Item 3" be included in the Consent items part of the minutes as "Mayor Meadows pulled consent Item 3 ..." rather than have it in Changes to the Order of the Agenda?
- Correct spelling of the public speaker's name for Items not on the Agenda is Maddy McBirney

Answer: By pulling the item and moving it under a different section, this would fall under "Changes to the Agenda", rather than under Consent. If the item had not been moved to Discussion, it would be appropriate to announce the pulling under Consent, as well as the separate motion. Maddy's name was updated in the minutes, as was no public speakers.

Question: Page 2 of minutes:

- For Item 4, the Public Hearing, there were no public speakers, if I recall correctly, so the minutes should state that. Throughout, Fligor is the correct spelling rather than Fliger.

Answer: Noted

Question: Page 5 of minutes

- for item 8 council approved teleconferencing for council and commissions up to 20% of meetings, please add to the action.

Answer: Noted

Item 2. HHW Program and AB 939 Implementation fee

Question: I note that the treasurer's report indicates that there is in excess of \$5 million in the solid waste fund. Nevertheless, staff proposes an expenditure of \$77,447 that was not previously in the budget. Will this expense limit or otherwise impact any other program or planned expenditure previously authorized by the Council? Will this expense impact the proposed 2023-24 budget?

Answer: The \$77,447 estimated expenditure for this item has been included in the 2023/24 solid waste operating budget. This item will not impact other programs or planned expenditures.

Item 3. Prohibition of Possession of Firearms in Public Places

Question: The text of section 7.30.020 of the proposed ordinance should refer to 7.30.030. (The draft refers to itself – 7.30.020.) This was noted two weeks ago but is not corrected in the packet for this meeting.

Answer: Noted. Thank you for catching this again.

Item 4. Adopt a Resolution for the Approval of Guidelines for the submission and tabulation of protests in connection with Rate Hearings

Question: The resolution incorrectly states on the last page (pg 94 of the PDF) that the resolution is adopted "... at a regular meeting on the 9th day of May, 2023" but we will likely be adopting this on April 25.

Answer: The resolution will be revised to incorporate this revision.

Question: Why are there no details regarding the 45-day timeline in the resolution?

Answer: Prop 218 requires the local agency to conduct a public hearing on the proposed fee at least 45 days after mailing the notice. The notice provides the required information regarding the protest procedures.

Question: According to section 6 of the resolution is one signature sufficient for a protest? (e.g. - can just one of the owners submit the protest letter)

Answer: Yes. One parcel, one protest vote.

Question: Can members of the public observe the count of the protest letters?

Answer: Yes. The protests will be tabulated at the public hearing.

Question: Throughout the resolution, there should be a space between XIII and D. "XIIID" is incorrect.

Answer: It is commonly cited both ways. We can add a space.

Question: Section 3.B. of the proposed resolution could be better phrased. After the semicolon in the second line of the suction, I propose the following revision:

. . . therefore, regardless of when the protest is postmarked, if a protest is received by the City after the end of the public hearing, then it shall not be counted.

Answer: This proposed change affects the meaning and will not be changed. We will remove the semicolon (typo).

[Item 7. Introduce and Waive further reading of an ordinance of the City Council of the City of Los Altos adding chapter 14.75 to the Los Altos municipal code to implement certain provisions of program 3.K of the sixth cycle Housing Element Update](#)

Question: In the first page of the ordinance, Appendix A (pg 147 of PDF), in Section 14.75.030 – Request for Modification to Standards, wouldn't an application for a modification to these standards be more appropriate to go to the Planning Commission since requests for modification are more likely to be related to development-associated issues outside of the expertise of CSC? The ordinance says that a modification is only to be approved if, 1) a plan is superior, or 2) if it is physically impractical or financially infeasible to comply with one or more requirements and the applicant has proposed an alternative to compliance that meets the general intent of the standard(s) from which a modification is requested. This is likely more appropriate to be determined by the Planning Commission than CSC.

Answer: Noted. If the City Council prefers the review of this request to be completed by the Planning Commission that is allowed by law and practicable for application.

Question: Regarding the bicycle parking item. I would have two questions:

1. Proposed code section 14.75.010 D.3. What does this mean? Can you provide an example

Answer: Parking Structure or Garage. Simply means that if the garage or structure is not built for the specific purpose of a use.

2. Proposed code section 14.75.040 B.1.b. Why would we prohibit vertical tandem storage? (This is quite common in single-family garages)

Answer: Staff is unsure of why this was required by the VTA. However, this requirement is not applicable to single-family homes.

Question: Isn't the term "well lit" subjective? If not, how is "well lit" objectively measured?

Answer: This term was originally not included in the draft ordinance but was recommended by the CSC to be incorporated. Staff does not believe that "well lit" is needed to ensure the bicycle storage area has adequate lighting as in new development often there is ample lighting contained within areas such as this.

Question: Section 14.75.030 of the proposed code gives the CSC authority to modify a developer's obligations under the draft ordinance amendments. Isn't this inconsistent with staff's recommended powers and duties for the CSC in agenda item 8? (I recall prior discussions where our code vested powers in the CSC which were inconsistent with their advisory function.)

Answer: Section 14.75.030 of the proposed code was included to provide a mechanism for developers to make the request for a modification, it was also to clarify for staff whom the appropriate body of review is for this specific provision within the code. This section was written independently of whatever provisions are contained within the agenda item #8.

Question: Are "shatterproof glass" and "U-lock" objective terms?

Answer: Yes. Both terms are objective.

[Item 8. Provide direction on the meeting frequency, membership, and powers and duties of various Commissions](#)

Question: Page 4 of the staff report (pg 154 of PDF), why is Historical Commission proposed to be 6 members, shouldn't there be an odd number of Commissioners?

Answer: This was an error. Staff is recommending 5 members for the Historical Commission.

Question: Did we reach out to the Los Altos Hills Council to see how they feel regarding the reduction of Los Altos Hills commission members?

Answer: Yes. The Managers of both cities have discussed this proposal and the Los Altos Hills Town Manager supports this new proposal.

[Item 9. Discussion with the Los Altos City Council on the status of the Sixth Cycle Housing Element](#)

Question: Can you please provide the referenced parking requirements in Government Code Section 65915?

Answer: Pursuant to Government Code Section 65915(p):

- (A) Zero to one bedroom: one onsite parking space.
- (B) Two to three bedrooms: one and one-half onsite parking spaces.
- (C) Four and more bedrooms: two and one-half parking spaces.

Question: What does the phrase "discrete timing" mean? HCD letter of 3/30/23, item 2, second bullet point (p. 5 of letter).

Answer: Discrete timing should be specific and firm for each commitment that is asserted in the adopted housing element.

[Item 10. Status Update on the Sewer Master Plans](#)

Question: Please clarify the roles of the Sewer System Management Plan and the Sanitary Sewer Master Plan. Please do not use acronyms, as the two plans share the same acronym.

Answer:

The Sewer System Management Plan is a document required by the State Water Resources Control Board (SWRCB). This plan covers the City day-to-day operation and maintenance of the sewer system. For example, Fats, Oils and Grease (FOG) inspections and outreach, sewer overflow response and reporting, sewer main flushing, root foaming, and others.

The Sanitary Sewer Master Plan is the City document for planning the CIP projects (e.g., prioritize sewer capacity upgrades, repairs and replacement of the sanitary sewer system. For example, which pipe is planned for replacing or upsizing based on existing structural defects or capacity needs.

Question: Is the Management Plan simply a summary of our Master Plan to satisfy our obligation to report to the Water Resources Control Board?

Answer: No, the two Plans are independent of one another. The Sewer System Management Plan has specific elements requirements by the State Water Resources Control Board for the operation and management of the City's sewer system. The Sanitary Sewer Master Plan includes the CIP Projects that the City needs to work on.

Question: In what ways are each of the plans failing to provide adequate guidance to the City and staff?

Answer: Neither plan fails to provide guidance to the City and staff. There are challenges with availability of resources to fully implement the requirements of the two master plans.

Question: What policy decisions can the Council provide to help improve each of the plans?

Answer: Both of the master plans comply with the requirements. There are no major deficiencies with either of the plans. The purpose of this staff report is to update the City Council on the status of both plans. Council could consider future allocation of additional resources to improve the City sewer system.

Question: Was our sewage system adversely affected by the winter storms? (Or is that solely the concern of the Stormwater Master Plan?) If so, how?

Answer: There was no apparent adverse effect on the City sewage system by the winter storms.

Question: Under the staff report on page 3, bullet #4 says we have purchased necessary equipment. However, I thought we have a critical truck that clears sewers (very large truck) that is way past its useful life. When was that replaced? If it hasn't been replaced, when is it scheduled?

Answer: The Sewer Maintenance Division operates two Vac-Con trucks with a typical life of 10 years. One of the Vac-Con trucks was purchased in 2010 and was due for replacement in FY20-21. The second Vac-Con truck was purchased in 2016 and is due for replacement in FY26-27. The City will need to allocate funds for the upcoming fiscal year to purchase a Vac-Con truck. The cost of a Vac-Con truck is between \$400,000 to \$500,000.



**CITY COUNCIL MEETING
MINUTES
7:00 PM - Tuesday, April 11, 2023
via Videoconference and In Person**

CALL MEETING TO ORDER

At 7:04 p.m. Mayor Meadows called the meeting to order.

ESTABLISH QUORUM

PRESENT: Councilmembers Fligor (via Zoom), Lee Eng, Dailey, Vice Mayor Weinberg, Mayor Meadows

ABSENT: None

Pursuant to California Government Code Section 54953, Council Member Fligor participated in the meeting via videoconference. The videoconference location was identified in the notice for this meeting. Councilmember Fligor confirmed that she could hear the proceedings, attested to having posted the agenda properly at her location, and that the location was publicly accessible and that no members of the public were present with her during the meeting.

PLEDGE ALLEGIANCE TO THE FLAG

Councilmember Lee Eng led the Pledge of Allegiance.

REPORT ON CLOSED SESSION

There was no reportable actions for Closed Session.

CHANGES TO THE ORDER OF THE AGENDA

Mayor Meadows moved Item 3 “Military Equipment Policy” to the first item under Discussion Items on the agenda.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following members of the public spoke during Public Comment:

- Maddy McBerny
- Freddie Wheeler
- Fariba
- Roberta Phillips
- Gary Hedden

SPECIAL ITEM

A. Holocaust Remembrance Day

The proclamation for Holocaust Remembrance Day was read aloud by Emma and Noah Weinberg.

B. Introduction and welcome of the new City Clerk, Melissa Thurman

Jon Maginot, Assistant City Clerk, introduced Melissa Thurman, City Clerk to the City Council and members of the public.

CONSENT CALENDAR

Motion by Lee Eng and Seconded by Dailey to approve Items 1 and 2 of the Consent Calendar. **Motion approved unanimously by roll call vote.**

1. **Minutes:** Approve Minutes of the City Council Regular meeting of March 28, 2023. (A. Rodriguez)
2. **Santa Clara Valley Runoff Pollution Prevention Program:** Approve Contract Amendment No. 4 with Santa Clara Valley Runoff Pollution Prevention Program (SCVURPPP); find that the approval of the amendment is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) and 15308 (E. McDannold)
3. **Military Equipment Policy:** Adopt Ordinance No. 2023-489 approving Los Altos Police Policy 709 pertaining to the funding, acquisition, and use of military equipment as mandated by Assembly Bill 481 (K. Krauss)

PUBLIC HEARINGS

4. **Single-use Foodware Accessories and Condiments Ordinance in Compliance with AB 1276:** Adopt the Single-use Foodware Accessories and Condiments Ordinance, in compliance with AB 1276, adding Chapter 6.45 (Single-use Foodware Accessories and Condiments) to Title 6 (Health and Safety) of the Los Altos Municipal Code by adopting by reference Chapter 5.2 (commencing with section 42270) of Part 3 of Division 30 of the Public Resources Code prohibiting a food facility from providing any single-use foodware accessory or standard condiment unless requested by consumer and authorizing City and County enforcement and penalties (T. Katbi)

Tania Katbi, Environmental Commission Liaison, presented the report.

Sally Meadows, Mayor, opened the Public Hearing.

There were no speakers during the Public Hearing.

Motion by Weinberg to close the public hearing. **Motion approved unanimously by roll call vote.**

Motion by Weinberg and Seconded by Fligor to adopt the Single-use Foodware, Accessories and Condiments Ordinance, in compliance with AB1276, adding Chapter 6.45 (Single-use Foodware Accessories and Condiments) to Title 6 (Health and Safety) of the Los Altos Municipal Code by adopting by reference Chapter 5.2 (commencing with section 42270) of Part 3 of Division 30 of the Public Resources Code prohibiting a food facility from providing any single-use foodware accessory or standard condiment

unless requested by consumer and authorizing City and County enforcement and penalties. **Motion carried unanimously by roll call vote.**

DISCUSSION ITEMS

3. **Military Equipment Policy:** Adopt Ordinance No. 2023-489 approving Los Altos Police Policy 709 pertaining to the funding, acquisition, and use of military equipment as mandated by Assembly Bill 481

This item was moved from the Consent Calendar.

The following member of the public spoke regarding Item 3:

- Renee Rashid

Motion by Lee Eng and Seconded by Weinberg to approve Item 3 of the Consent Calendar “Military Equipment Policy: Adopt Ordinance No. 2023-489 approving Los Altos Police Policy 709 pertaining to the funding, acquisition, and use of military equipment as mandated by Assembly Bill 481. **Motion approved unanimously by roll call vote.**

5. **Prohibition on possession of firearms in sensitive places:** Introduce and waive further reading of Ordinance No. 2023-xxx prohibiting the possession of firearms in sensitive places (J. Maginot)

Jon Maginot, Assistant City Manager, presented the report.

There were no speakers regarding the item.

Councilmember Fligor requested that signage be placed at the entrances of city buildings explaining the ordinance for enforcement purposes.

Motion by Weinberg and Seconded by Meadows to introduce and waive further reading of an Ordinance, as amended, prohibiting the possession of firearms in sensitive places. **Motion carried unanimously by roll call vote.**

6. **Outdoor Dining Program:** Extend the current COVID parklet program, adopt the City of Los Altos Resolution No. 2023-XX to amend the Los Altos Parklet Program, adopt the City of Los Altos Resolution No. 2023-XX to establish the Los Altos Sidewalk Dining Program, and adopt the City of Los Altos Resolution No. 2023-XX to amend the Los Altos Outdoor Display Program. (A. Carnesecca)

Anthony Carnesecca, Assistant to the City Manager, presented the report.

The following members of the public spoke regarding the item:

- | | |
|-------------------------|--------------------|
| • Kim Mosley | • Roberta Phillips |
| • Maddy McBirney | • Victoria |
| • Freddie Wheeler | • Scott Hunter |
| • Christopher Nicholson | • Joe Beninato |
| • Jon Baer | • Jerry Beltramo |

After public comment, the City Council recessed at 8:55 p.m.
The City Council reconvened at 9:04 p.m.

Due to an emergency situation during Council discussion, the City Council took a recess at 10:04 p.m. The City Council reconvened at 10:39 p.m.

Gabriel Engeland, City Manager, provided a brief update regarding the emergency situation.

The City Council chose to continue their discussion regarding the outdoor dining program and with the remaining items on the agenda.

The City Council agreed on the following amendments for the resolutions:

- Existing COVID-parklets be dismantled beginning on the first business day in January 2024
- Business owners may utilize propane heaters, with annual review, with the expectation to move to electric heaters once the infrastructure is in place.
- Allow for business owners to use both sidewalks and parklets, while complying with ADA and ABC restrictions and guidelines, and keeping a 5' pathway open for pedestrian access.
- The fee for the new parklets will be \$3 per square foot, to be reviewed annually.
- The City to purchase a mold for uniformity of the parklets.

M/S Fligor/Weinberg to adopt a Resolution to amend the Los Altos Parklet Program, with amendments. **Motion carried unanimously by roll call vote.**

M/S Fligor/Weinberg to adopt a Resolution to establish the Los Altos Sidewalk Dining Guide, with amendments. **Motion carried unanimously by roll call vote.**

M/S Fligor/Weinberg to adopt a Resolution to amend the Los Altos Outdoor display program, with amendments. **Motion carried unanimously by roll call vote.**

7. **Los Altos Reach Codes Update:** Introduce and Waive further reading of Ordinance No. 2023-XX to Amend Los Altos Municipal Code, Chapter 12.22 “Energy Code” and Chapter 12.26 “Green Building Code” (T. Katbi)

Tania Katbi and Casey Leedom, Environmental Commission Liaisons, presented the report.

The following members of the public spoke regarding the item:

- | | |
|-------------------------|--------------------|
| • Christy Miller | • Roberta Phillips |
| • Eric Steinle | • Mia Ravishankar |
| • Freddie Wheeler | • Dashiell Leeds |
| • Christopher Nicholson | • Laura Teksler |
| • Jon Baer | • Joe Beninato |

Motion by Fligor and Seconded by Dailey to introduce, by title only, and waive the first reading of an Ordinance to amend Los Altos Municipal Code, Chapter 12.22 “Energy Code” and Chapter 12.26 “Green Building Code.” **Motion carried 4-1 by roll call vote with Councilmember Lee Eng opposed.**

8. **City Council and Commissions Teleconference Policy:** Add Section 11.13 Teleconferencing to the Council Norms & Procedures, which will allow Council members to teleconference under certain circumstances in accordance with state law, amend the Commission Handbook section “Teleconferencing” to allow Commission members to teleconference under certain circumstances in accordance with state law, and direct staff to come back with an update on this policy in six months. (A. Carnesecca)

Jon Maginot, Assistant City Manager, presented the report.

The following member of the public spoke regarding the item:

- Freddie Wheeler

Motion by Lee Eng and Seconded by Dailey to add Section 11.13 Teleconferencing to the Council Norms & Procedures, which will allow Council members to teleconference under certain circumstances in accordance with state law, amend the Commission Handbook section “Teleconferencing” to allow Commission members to teleconference under certain circumstances in accordance with state law, and direct staff to come back with an update on this policy in six months. **Motion carried unanimously by roll call vote.**

INFORMATIONAL ITEMS ONLY

9. Tentative Council Calendar

Informational item only. No motion taken.

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

- **Councilmember Lee Eng** – Announced Earth Day on April 22, 2023.
- **Vice Mayor Weinberg** – Thanked staff for organizing a recent Egg Hunt for Easter.
- **Mayor Meadows** – Announced a rescheduled Library Stakeholder meeting scheduled for April 20, 2023.

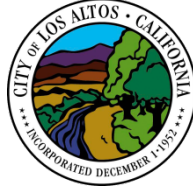
ADJOURNMENT – The meeting adjourned at 12:53 a.m.

The meeting minutes were prepared by Melissa Thurman, City Clerk, for approval at the meeting of April 25, 2023.

ATTEST:

Sally Meadows,
Mayor

Melissa Thurman, MMC
City Clerk



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

MARCH XX, 2023 THROUGH JUNE 30, 2028

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MEMORANDUM OF UNDERSTANDING
Between the
CITY OF LOS ALTOS
and the
LOS ALTOS PEACE OFFICERS' ASSOCIATION
MARCH XX, 2021 - JUNE 30, 2028

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 2023/2024: Effective the pay period that includes July 1, 2023, base salaries of all represented classifications shall be increased by five percent(5%).
- 8.2 MARKET SURVEY FOR 2024/2025: No later than September 2024, the City and the Association will meet to discuss appropriate comparator agencies and market criteria to include in the market compensation study. The study will evaluate total compensation to be in effect as of January 2025 and survey all classifications represented by the Association. The Parties will target sharing the completed market salary survey with the Council in March 2025.
- 8.3 GENERAL SALARY INCREASE FOR 2026/2027: Effective the pay period that includes July 1, 2026, base salaries of all represented classifications shall be increased by five percent (5%).
- 8.4 LIMITED REOPENER FOR SALARY INCREASES FOR 2027/2028: Effective the pay period that includes January 1, 2027, the Parties agree to a limited reopener to this Agreement wherein the Parties agree to restrict the topics for negotiations to base salaries of represented classifications and two (2) other items proposed by the Association.
- 8.5 LUMP SUM PAYMENTS FOR CAREER MILESTONES:
- a. Commencing the first full pay period following Council approval of this Agreement and continuing thereafter, employees with three (3) years of public safety work experience (as defined in Section 9.1) shall receive a non-pensionable lump sum payment equal to five percent (5%) of base pay in the pay period following completion of their third year of work experience. Employees with more than three (3) years of work experience as of the first full pay period following Council approval shall receive the 5% lump sum payment in recognition of their prior public safety service and experience.
 - b. Commencing with the pay period including July 1, 2025, and continuing thereafter, employees with seven (7) years of public safety work experience (as defined in Section 9.1) shall receive a non-pensionable lump sum payment equal to two and one-half percent (2.5%) of base pay in the pay period following completion of their seventh year of public service. Employees with more than seven (7) years of public safety work experience on July 1, 2025, shall receive the 2.5% lump sum payment in recognition of their prior service and experience.
 - c. Commencing with the pay period including July 1, 2025, and continuing thereafter, employees with 10 years of public safety work experience (as defined in Section 9.1) shall receive a non-pensionable lump sum payment equal to two and one-half percent (2.5%) of base pay in the pay period following completion of their tenth year of public service. Employees with more than 10 years of public safety work experience on July 1, 2025, shall receive the 2.5% lump sum payment in recognition of their prior public safety service and experience (for a total of 5% Career Milestone Bonus).

- 8.6 Effective Date of Lump Sum Payments for Career Milestones: Each employee is singularly responsible for notifying Human Resources that they have prior years of public safety work related experience from another agency for determining Lump Sum Payments for Career Milestones. Lump Sum Payments for Career Milestones shall begin on the first full pay period following the employee's respective anniversary date or beginning the first full pay period after the employee provides notice to Human Resources that they have prior years of public safety work experience from another agency for determining Lump Sum Payments for Career Milestones, whichever is later.
- 8.7 Salary schedules for all represented classifications during the term of this Agreement are listed in Appendix A.

SECTION 9. INCENTIVE PAY

9.1 Longevity Pay Premium:

Commencing with the pay period that includes July 1, 2024, the City will establish a Longevity Pay Premium for all represented classifications. All sworn employees that have at least five (5) years of sworn work experience under Penal Code section 830.1 shall receive an additional five percent (5%) of base pay and all miscellaneous employees that have at least five (5) years of work experience in their current job classification series (i.e., Communications Officer/Dispatch professionals or Community Service Officers) shall receive an additional five (5%) of base pay. This premium will be paid for all hours in paid status similar to other Special Assignment Pay premiums. Years of prior works experience in the job classifications series from other public agencies shall be included in the calculation of five (5) years of work experience.

9.2 Effective Date of Longevity Pay

Each employee is singularly responsible for notifying Human Resources that they have prior years of public safety work experience from another agency for determining Longevity Pay. Longevity pay shall begin on the first full pay period following the employee's five year anniversary date or beginning the first full pay period after the employee provides notice to Human Resources that they have prior years of public safety work experience from another agency for determining Longevity Pay whichever is later.

[Longevity pay is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571\(a\)\(1\) and Section 571.1\(a\)\(1\).](#)

SECTION 10. SPECIAL ASSIGNMENT PAY

The City will provide an additional percent of base pay to employees assigned to the following:

- 10.1 Canine Officer Premium. Employees who are routinely and consistently assigned to handle, train and board a canine shall receive a 5% of base pay as Special Assignment Premium.
- 10.2 Motorcycle Patrol Premium. Employees who are routinely and consistently assigned to operate and/or patrol on a motorcycle shall receive a 5% of base pay as Special Assignment Premium.
- 10.3 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) shall receive a 5% of base pay as Special Assignment Premium.

- 10.4 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 shall receive a 5% of base pay as Special Assignment Premium.
- 10.5 Use of Force Instructor Premium: Effective the pay period including July 1, 2025, employees who are routinely and consistently assigned to be Use of Force Instructors (e.g., Firearms, TASER, Defensive Tactics) shall receive a 2% of base pay as Training Instructor premium. The Chief of Police or designee shall determine which positions are eligible to be Use of Force Instructors as well as the total number of instructors needed for effective operations.

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).

- 10.6 Detective Standby: Effective the pay period including July 1, 2024, employees in the Detective Division that are placed in a Standby (or On-Call) status while off duty shall receive a \$200 incentive for each week they are designated as the Standby Detective.

SECTION 11. EDUCATIONAL PAY

The City will provide the following educational pay:

11.1 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.

11.2 Education Pay for Crisis Intervention Training Pay and Anti-Bias Training Pay

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

Effective July 1, 2024, employees shall receive one percent (1%) of base pay for completing Anti-Bias Based Policing Training.

11.3 Effective Date of Educational Pays

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 12. BILINGUAL PREMIUM PAY

Effective July 1, 2023, the City shall pay fifty dollars (\$50) 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 13. HOSTAGE, TACTICAL, SWAT TEAM PARTICIPATION

Effective the pay period including July 1, 2023, 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

Effective the pay period including July 1, 2024, in lieu of the five percent (5%) of base pay premium for each hour actually worked while acting in the capacity as a member of the Hostage Negotiation team, Tactical Response, or SWAT, employees designated as members to the SWAT or Hostage Negotiation team will receive two percent (2%) of base pay. This premium will be paid for all hours in paid status similar to other Special Assignment Pay premiums.

The Parties agree that to the extent permitted by law the premium pays set forth above qualify as special compensation under Title 2 CCR 571 and Title 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 14. ACTING CAPTAIN

All full-time unit employees designated as Acting Captain 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 15. 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 16. HOLIDAY PAY

16.1 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
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Indigenous People's Day	Second Monday of October
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

The City observes and end of year closure on the working days which fall between the day after Christmas and before New Year's Day. The closure will be observed as paid holiday for classifications that do not receive holiday in lieu pay.

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

16.2 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.

Police Officer Trainees that attend a Police Academy that observe holidays shall not be entitled to Holiday In-Lieu Pay.

The Parties agree that to the extent permitted by law, Holiday In-Lieu Pay is special compensation and shall be reported as such to CalPERS, pursuant to Title 2 CCR. section 571(a)(5) and 571.1(a)(4).

- 16.3 PAID HOLIDAYS OFF: On each City-observed holiday, every Community Services Officer will receive one (1) full shift of paid time off.
- 16.4 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 17. HOURS OF WORK AND OVERTIME

- 17.1 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.
- 17.2 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.
- 17.3 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).
- 17.4 CANINE HANDLERS: 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.
- 17.5 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.

- 17.6 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.

- 17.7 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.

17.8 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.

17.9 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-hour 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.

17.10 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.

17.11 "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.

17.12 TRAINING/TRAVEL COMPENSATION: All training must be approved by the Police Chief or designee.

- a. Training approved by the Police Chief or designee will be handled as follows:
 1. 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.
 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. "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.

17.13 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.

SECTION 18. VACATIONS

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

<u>Months of Continuous Service</u> <u>Accrual</u>	<u>Annual Vacation Accrual</u>	<u>Maximum</u>
0 – 47 Mos.	124 hours	276hours
48 – 59 Mos. 164hours	396 hours	
60 – 83 Mos. 172 hours	432 hours	
84 – 107 Mos. 180 hours	456 hours	
108 – 131 Mos. 188 hours	480 hours	
132 – 155 Mos. 196 hours	504 hours	
156 – 227 Mos. 204 hours	528 hours	
228+ Mos. 224 hours	588 hours	

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

18.2 ACCELERATED VACATION ACCRUAL FOR LATERAL EMPLOYEES: Each employee is singularly responsible for notifying Human Resources that they have prior years of work experience in their classification series from another agency for determining an accelerated vacation accrual. The accelerated vacation accrual for lateral employees shall begin the first full pay period after the employee provides notice to Human Resources that they have prior years of work experience in their classification series from another agency.

18.3 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.

18.4 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 19. 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 20. 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 21. DEFERRED COMPENSATION

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

SECTION 22. RETIREE HEALTH SAVINGS PLAN

Pursuant to Resolution 2009-38 the City shall make available to all represented employees a retiree health savings plan (RHSP) administered by MissionSquare. The City’s role in the HRS Plan is limited to making payroll deductions from the employee’s payroll earnings and transmitting contributions to MissionSquare. 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.

Currently post-probationary employees contribute \$50.00 pre-tax from their payroll earnings per pay period.

Effective July1, 2023, 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	\$50.00
10+	\$75.00

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 & Eligible Retirees – the City’s monthly contribution for each eligible active employee shall be the minimum employer contribution required under PEMHCA (\$151 per month for calendar year 2023), as may be adjusted by

CalPERS from year to year.

- b. 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.
- c. 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.

- d. The City will be responsible for paying CalPERS administrative fees and the City's cafeteria plan administrative fees.
- e. Cash In Lieu of Medical Benefits. Effective July 1, 2023, upon providing proof of alternative minimum essential medical coverage for the employee and the employee's tax family, employees may choose to opt-out of the City's medical coverage and be provided with a cash payment of three hundred and fifty dollars (\$350) per month beginning the first full pay period after sufficient proof is provided. Employees must annually provide proof of alternative minimum essential coverage each plan year, during open enrollment to continue eligibility.
- f. Employees who are covered by the City for health insurance as a dependent of another city employee are ineligible for the \$350 per month stipend.
- g. 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 \$2,057 per employee and \$1,370 per dependent for the calendar year 2023. 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.
23.3 QUALITY OF LIFE / WELLNESS EMPLOYEE REIMBURSEMENT PROGRAM

Effective October 16, 2022, the City implemented a Quality-of-Life Employee Reimbursement Plan. At the time of hire and during Open Enrollment, employees may choose to allocate their Quality of Life benefit among the following categories:

- Navia Wellness Reimbursement Plan (Post-Tax)
- Navia Healthcare FSA (Pre-Tax)
- Navia Dependent Care FSA (Pre-Tax)
- Nationwide Deferred Compensation (Pre-Tax)
- MissionSquare Deferred Compensation (Pre-Tax)

Represented Employees shall receive \$50.00 per pay period (\$1,300 per calendar year).

SECTION 24. LIFE INSURANCE

The City provides Basic Life and Accidental Death and Dismemberment (AD&D) insurance to full time employees. Employees are enrolled on their date of hire. The current benefit is one and one half (1.5) times the employee's basic annual earnings up to \$150,000 for non-sworn employees and \$50,000 for sworn employees. Employees shall have the right to purchase additional life insurance up to 5x their basic annual earnings with a maximum of \$500,000.

The City maintains the right to select or change carriers and modify the life insurance plan as long as the level of benefits remains substantially the same. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations.

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 29. 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.

31.1 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.

31.2 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.

31.3 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.

31.4 Steps in the Grievance Process

31.4.1 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.

31.4.2 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.

31.4.3 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 Director 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.

31.4.4 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.

- 31.4.4.1 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.
- 31.4.4.2 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.
- 31.4.4.3 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.
- 31.4.4.4 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.

31.4.4.5 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.

31.4.4.6 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.

31.4.5 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.

31.5 General Provisions

31.5.1 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.

31.5.2 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.

31.5.3 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.

31.5.4 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 32. DISCIPLINE PROCEDURES

32.1 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.

- 32.3 **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.

32.4 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.

32.5 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.

32.6 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 33. 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 34. 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 35. 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, 2023 and shall continue in full force and effect until midnight June 30, 2028.

Either party can re-open a portion or portions of this contract, as defined below, for negotiations through a limited re-opener for the sole purpose of discussing and considering salary and two other items of this contract in the fiscal year 2027-2028. During the initial four-year term, the contract may also be reopened through mutual consent of the association and the City Manager.

An “item” for the purpose of the said limited re-opener shall be limited to a single term, condition, or benefit, e.g., Peace Officer Standards and Training (POST) Certificate Pay; and shall not mean an entire article of the MOU, e.g., Section 10 Incentive Pay. A request to re-open contract negotiations for this limited purpose must be issued in writing between the dates listed below by the requesting party:

- January 1, 2027 – March 31, 2027 for the fiscal year 2027-2028 reopening

Los Altos Peace Officers' Association

Brian Werner, LAPOA President

Tracie Banuelos, LAPOA Negotiator
Human Resources Director

Scott Gerdes
Manager

Levi Lnenicka, LAPOA Negotiator

City of Los Altos

Gabriel Engeland
City Manager

Irene Barragan

Human Resources

Michelle Halsey
Human Resources Analyst

