



CITY OF
**PALO
ALTO**

Palo Alto
Peace Officers' Association
Memorandum of Agreement
April 10, 2023-June 30, 2025

City of Palo Alto and PAPOA
April 10, 2023– June 30, 2025

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**MEMORANDUM OF AGREEMENT
CITY OF PALO ALTO and PALO ALTO PEACE OFFICERS' ASSOCIATION**

April 10, 2022 - June 30, 2025

PREAMBLE

This Memorandum of Agreement is pursuant to and subject to Sections 3500-3510 of the Government Code of the State of California, the Charter of the City of Palo Alto, and the City of Palo Alto Merit System Rules and Regulations. (This Memorandum of Agreement made and entered into at Palo Alto, California, by and between the City of Palo Alto, a municipal corporation (hereinafter referred to as "City") and the Palo Alto Peace Officers' Association, Incorporated, a California corporation (hereinafter referred to as "Association"), is intended to define agreements reached during the meet and confer process concerning wages, hours, working conditions, and other terms and conditions of employment for the represented group of employees.

Section 1. Recognition

The City recognizes the Association as the exclusive representative of an employee group consisting solely of Police Officer Trainees, Police Officers, Police Agents, and Police Sergeants who are regularly employed by the City and others who might be amended into the representation unit from time to time under existing law and the Merit System Rules and Regulations.

Section 2. No Discrimination

(a) The Association and the City hereby agree that there shall be no discrimination because of race, color, age, disability, sex, sexual orientation, national origin, political or religious affiliation, or any other protected classification as provided by applicable local, state or federal law. There shall be no discrimination in employment conditions or treatment of employees on the basis of membership or non-membership in the Association, or participation in the lawful activities of the Association.

(b) The Association and the City hereby agree to protect the rights of all employees to exercise their free choice to join the Association and to abide by the express provisions of applicable State and local laws.

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Section 3. Association Security

- (a) When a person is hired in any of the covered job classifications, the City shall notify that person that the Association is the recognized bargaining representative for the employee in said Unit and give the employee a current copy of the Memorandum of Agreement.
- (b) If there is no disruption of work, members of the Association Board of Directors may use a reasonable amount of on-duty time without loss of pay to attend to Association business specifically related to representation of employees. Such release time must be cleared in advance by the appropriate division manager who is a member of management.

For purposes of this section, representation shall include:

- (i) Meetings with represented employees or management related to a grievance or disciplinary action, including investigation and preparation time.
- (ii) A meeting with management related to benefits, working conditions or other terms and conditions of employment.

Section 4. Payroll Deduction

The City shall deduct Association membership dues and any other mutually agreed upon payroll deduction from the bi-weekly pay of member employees. The dues deduction must be authorized in writing by the employee on an authorization card acceptable to the City and the Association. The City shall remit the deducted dues to the Association as soon as possible after deduction.

Section 5. No Strikes

The Association, its representatives, or members, shall not engage in or cause, instigate, encourage, sanction, or condone a strike, withholding of services, concerted abuse of leave of absence provisions, work stoppage or work slowdown of any kind. No employee shall refuse to cross any picket line in the conduct of Police Department business, nor shall the Association, its representatives, or members discriminate in any way toward anyone who refuses to participate in a strike, or any of the job actions cited above.

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Section 6. Probationary Period

- (a) The probationary period for new employees entering the classifications of Police Academy Trainee or Police Officer shall end 12 months following the successful completion of Police Academy training. The probationary period for lateral entry positions, where Police Academy training is waived, shall be 12 months. In the event a probationary employee is absent for a period exceeding one-hundred and twenty (120) hours during the probationary period, probation will be extended by an equivalent number of duty hours.
- (b) The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing all aspects of the employee's qualifications, for ensuring the effective adjustment of a new employee to the position and for rejecting any probationary employee who in the opinion of management is not suitable to attain permanent status.
- (c) During the probationary period a new employee may be terminated at any time by the appointing authority without cause. The existence of cause for termination shall not be arbitrable.

Probationary employees shall not be terminated for reasons that violate Section 2. No Discrimination, of this Agreement, or for reasons that are unconstitutional or unlawful.

(d) Probationary Period for New Supervisors

(1) The probationary period for newly promoted Agents and Sergeants shall end 12 months from the effective date of the promotion, excluding time off due to any unscheduled absence or leave.

(2) The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing all aspects of the employee's qualifications, for ensuring the effective adjustment of a newly promoted employee to the position and for rejecting any newly promoted probationary employee who in the opinion of management is not suitable to attain permanent status in the newly promoted rank.

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(3) During the 12 month promotional probationary period the newly promoted employee shall be evaluated by his/her direct supervisor on a quarterly basis.

(4) Any on-going and/or significant perceived deficiencies in the probationary employee's work performance or supervisory aptitude shall be promptly communicated to the employee. When appropriate, the employee shall be provided with additional training and given opportunities to demonstrate their performance in response to the training. Such perceived deficiencies, any related training, and performance improvement or lack of response to training shall be documented by the employee's supervisor and recorded in the employee's quarterly evaluation for the quarter(s) in which the matter was addressed.

(5) During the promotional probationary period, a newly promoted employee may be demoted to their previous rank at any time by the appointing authority if the employee demonstrates a lack of suitability for the newly promoted position. The demotion shall be based upon deficiencies in the performance or aptitude that have been addressed and documented as outlined in subsection (5). The existence of cause for demotion shall not be arbitrable. Promotional probationary employees shall; not be demoted for reasons that violate Section 2 of the Memorandum of Agreement, No Discrimination; or for reasons that are unconstitutional or unlawful.

(6) In the event that management elects to demote an employee during his or her probationary period, pursuant to subsection (6), the affected employee may request a hearing with the Chief of Police. The hearing shall be held promptly and prior to the intended effective date of demotion, so as to afford the employee with a meaningful and timely opportunity to respond to the stated reason(s) for demotion.

Section 7. Salary Provisions

- (a) Market Adjustment: Effective the first full pay period including City Council Adoption, salary ranges of all bargaining unit classifications will be increased by five percent (5.0%), which is sufficient to bring them to the top quartile of market median as determined by the City's market study.
- (b) General Salary Increase: Effective the first full pay period following July 1, 2023, salary ranges of all represented classifications will be increased by four percent (4.0%).

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- (c) General Salary Increase. Effective the first full pay period following July 1, 2024 salary ranges of all represented classifications will be increased by four percent (4.0%)
- (d) Flexible Compensation: Effective the first full pay period following City Council Adoption, and in lieu of an increase to the City contribution towards medical premiums, each represented classification will have their monthly income increased by \$100.
- (e) Flexible Compensation: Effective the first full pay period following January 1, 2024, and in lieu of an increase to the City contribution towards medical premiums, each represented classification will have their monthly income increased by an additional \$100 (total of \$200).
- (f) Total Compensation and Survey Database. Management and the Union have agreed to a compensation survey database structure. Survey Cities include: Alameda, Berkeley, Concord, Fremont, Hayward, Milpitas, Mountain View, Redwood City, San Leandro, San Mateo, Santa Clara, Vallejo, and Walnut Creek. Compensation Criteria includes: top step salary, maximum longevity, maximum education/POST, uniform allowance, holiday pay, deferred compensation, employee pick up of employer pension costs (Negative EPMC), and maximum City paid benefits (medical, dental, vision, life insurance, LTD, and EAP). The database is intended to provide one source of information concerning how the compensation paid to employees in bargaining unit job classifications compares to that paid by other employers.

(g) Salary Steps & Ranges (Eligibility)

New officers attending the basic police academy will be compensated at the “Police Trainee” level.

Academy Graduates and **Lateral Officers** with less than two years experience will be compensated at the “Police Officer” “Step 1” Level or higher.

Jr. First Class Exam: Officers become eligible to take the exam anytime after they complete the Field Training Program. However, the pay increase will not become effective until they have successfully completed the test and have been with the department for a year from the academy graduation (Laterals a year from hire date). For employees hired prior to July 1, 2018, the pay increase for Jr. First Class is compensated at the “Police Officer” “Step 4” level (Approximate 5% Increase). For employees hired on or after July 1, 2018, the pay increase for Jr. First Class is one step on the salary schedule (approximate 5% increase), no higher than Step 4.

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First Class Exam: Officers become eligible to take the exam any time after they have successfully completed the Jr. First Class Exam. However, the pay increase will not take effect until one year from the date of the merit increase for the Jr. First Class exam. (Lateral officers' pay increase may be effective one year from the date of hire) For employees hired prior to July 1, 2018, the pay increase for First Class is compensated at the "Police Officer" "Step 5" Level (Approximate 5% Increase). For employees hired on or after July 1, 2018, the pay increase for First Class is one step on the salary schedule (approximate 5% increase), no higher than Step 5.

Effective the first full pay period following adoption of this MOA by City Council, the City will Implement a new step 6 following the same percentage difference as steps 1-5. Employees with one (1) year or more of service with the City of Palo Alto at Step 5 will be moved to Step 6.

(h) **POST Certificate/Incentives**

Basic Post: Officers become eligible upon completion of their probationary period. The certificate must be obtained within 18 months of hire date. (No Salary Increase)

Intermediate POST: Employees that qualify for the Intermediate POST certificate will be compensated at the corresponding salary schedule (e.g., "Police Officer/Inter"), effective the first full pay period after the employee provides proof of submission of the required paperwork to POST (approximate 5% increase).

Advanced POST: Employees that qualify for the Advanced POST certificate will be compensated at the corresponding salary schedule (e.g., "Police Officer/Adv"), effective the first full pay period after the employee provides proof of submission of the required paperwork to POST (approximate 2.5% increase).

Employees are responsible for contacting Personnel & Training in order to arrange taking tests and application for POST certificates.

(i) **Special assignment premium pay**

Effective with the pay period including July 1, 2001, biweekly premium pay for employees assigned to the indicated specialties will be as follows:

Field Training Premium: 5% of base pay per pay period.

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Applies to management-assigned Officers and Agents and Traffic Team members during each pay period in which they provide training to police recruits, Community Service Officers or Level II reserve officers who are working on their Level I certificate. Applies to management-assigned FTO Sergeants during each pay period in which they supervise assigned FTO Officers or Agents who are actively training police recruits, Community Service Officers or Level II reserve officers who are working on their Level I certificate.

The parties agree that, for the period beginning the first full pay period following the City Council adoption of the agreement and ending the last full pay period in June 2025, Officers, Agents and Traffic Team members who management designates as Field Training Officers and Sergeants designated as FTO Sergeants will Receive the 5% FTO premium for all pay periods, without regard to whether they are assigned a police recruit during that pay period. The Parties also agree to revisit this section to determine whether to continue this program prior to June 30, 2025.

Traffic Premium: 5% of base pay per pay period.

Officers, Agents and Sergeants who management assigns to routinely and consistently operate or patrol on a motorcycle.

K-9 Program Premium: 5% of base pay per pay period.

Effective January 1, 2008, K-9 Officers/Agents shall receive 5% of base pay per pay period to compensate for the time spent by the K-9 Officer/Agent outside regularly scheduled work hours to feed, groom, house, exercise, attend to the medical and dental needs of and otherwise maintain the dog.

Bilingual Premium: 5% of base pay per pay period.

Applies to representation unit employees certified by management as proficient in other languages as outlined below.

(i) Approved Languages

Spanish, Chinese (Mandarin and Cantonese), Japanese, Tagalog, Korean, Vietnamese, Russian, American Sign Language, and such other languages as determined by management.

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(ii) Proficiency Requirements

Officers, Agents, and Sergeants who pass a basic “first responder” proficiency test administered by a professional linguist will be eligible for bilingual pay. This proficiency test will be a one time test to ensure the candidate has the ability to verbally communicate (with the exception of American Sign Language) as a first responder in the selected Language. First responder proficiency will include, but is not limited to, the ability to take basic crime and accident reports; issue a citation and explain the court process; complete a field interview card; give directions; give a Miranda admonition; and generally be able to communicate with a non-English speaking person in need of basic police services.

Study material will be provided by the City to all employees to assist in test preparation.

(iii) Testing Process

In order to best accommodate the wide range of languages, proficiency testing will be conducted by professional linguists outside the Police Department that have been agreed upon by the Association and Management. A basic first responder proficiency exam has been developed based upon the needs of the organization. The City will pay for the initial test for each employee. Employees who do not pass the initial test may retake as many times as necessary. However, subsequent tests will be at the employee’s expense.

Section 8. Night Shift Differential

- (a) Night shift differential shall be paid at the rate of 5% to all FSD personnel for all hours worked between 6:00 p.m. and 8:00 a.m.
- (b) All employees covered under Section 23(d) working a regular shift between 7:00 a.m. and 7:00 p.m. shall receive 5% night shift premium for hours worked between 7:00 p.m. and 7:00 a.m.

Vacation and administrative leave pay for employees who regularly work night shifts shall include appropriate night shift premiums, relating to night shift hours regularly worked.

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Shift adjustment hours for employees who regularly work the 4-11 work schedule shall include the appropriate night shift premium based on the percentage of usual night shift hours worked to regular hours.

Section 9. Paid Holidays

- (a) All represented employees on leave of absence without pay shall not receive in-lieu holiday accrual during such leave, or any compensation for holidays occurring during such leave.
- (b) Employees shall not receive paid holidays, but in lieu thereof shall receive 3.462 hours straight time pay each full pay period that they are in paid status, to a maximum payment of ninety (90) hours per year. Effective the first full pay period following City Council adoption of the MOU in 2023, this amount shall be increased to 3.846 hours straight time pay each pay period that they are in paid status, to a maximum payment of one hundred (100) hours per year. Holiday hours will be pro-rated for employees in paid status a portion of a pay period.

Hours under this provision will be paid each pay period while in a paid status. Employees working non-field services assignments shall be eligible to use accrued paid leave time balances for any of the following recognized City holidays subject to management scheduling approval:

- January 1
- Third Monday in January
- Third Monday in February
- Last Monday in May
- July 4
- First Monday in September
- Second Monday in October
- November 11
- Thanksgiving Day
- Day after Thanksgiving Day
- December 25
- Either December 24 or December 31,
- A Day of Reflection in recognition of a day of the employee's choosing, including Juneteenth Freedom Day (June 19) or Cesar Chavez/Dolores Huerta Day (March 31)

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Section 10. Working Out of Class Pay

Officers, Agents and Sergeants working out of class for a period of four or more consecutive shifts) shall be compensated with the following premium pay;

Officers and Agents working as an Acting Sergeant: 7% of base pay for all shifts

Sergeants working as an Acting Lieutenant: 10% of base pay for all shifts

Agents, and Sergeants fulfilling the role of an Acting Sergeant and/or Acting Lieutenant for individual shifts and/or a number of hours within a shift, shall not receive additional compensation. Periodically working in this capacity shall be deemed a basic duty within an employee's job description.

In accordance with Government Code 20480, an employee assigned to work in an out-of-class appointment may not exceed 960 hours worked in the appointment within a fiscal year if the employee is appointed to an upgraded position or higher classification that is vacant during recruitment for a permanent appointment. This limitation does not apply to a position that is temporarily available due to a leave of absence.

Section 11. Retention/Career Incentive Program (Special Compensation)

(a) Retention/Career Incentive Program

On July 1, 2007 the City will initiate a Retention/Career Incentive Program. It is recognized that hiring, training, and retaining qualified law enforcement personnel is becoming increasingly difficult, time consuming, and very expensive. This program is designed to provide greater incentives for hiring new employees, retaining long-term employees, and attracting quality lateral candidates from other law enforcement agencies. This program will provide special compensation in the form of premium pay at various levels as employees reach different career milestones. Both parties acknowledge that in the 2007 negotiations, the cost of the program was partially offset through salary and/or benefit reductions agreed to elsewhere in this Memorandum of Agreement.

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All employees with more than 10 years of service shall receive special compensation in the form of retention pay at 3% of straight time base pay.

All employees with more than 15 years service shall receive special compensation in the form of retention pay at 6% of straight time base pay. Maximum under this provision is 6%.

As an incentive to recruit and hire lateral law enforcement personnel from other agencies, the following shall apply. At the Chiefs discretion, up to 5 years of full time law enforcement service may be counted towards the years of service outlined above.

Special Compensation/Retention Pay outlined in the Retention/Career Incentive Program shall be deemed PERSable for the purpose of income and retirement however will not be a factor when calculating “MOU” (non-FLSA) overtime compensation.

Section 12. Dependent Care Assistance Program and Medical Flexible Spending Accounts.

The City will provide a Dependent Care Assistance Program (DCAP) and Medical Flexible Spending Account (FSA) for employees according to the provisions of the Federal Economic Recovery Act of 1981, Code Sections 125 and 129. With the exception of matters within the City’s sole control (e.g., establishment of the FSA), all matters related to the FSA shall be excluded from the MOA grievance procedure. Disputes regarding the administration of the plan shall be subject to the dispute resolution procedure provided by the plan document.

The FSA will be available to representation unit employees effective January 1, 2019, and remain in effect subject to a reasonable minimum participation level and availability of third-party administrative services at a reasonable cost.

Section 13. Court Pay

Sworn Police Personnel appearing in court or in an administrative forum in the course and scope of their normal duties will be compensated according to the following:

Period	Rate	Minimum
(a) Scheduled day off.	Time and one-half	4 hours

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(b) During scheduled shift or immediately preceding or following a shift	Straight time during shift. Time and one-half for period before or after scheduled shift.	None
(c) Appearance on a scheduled work day by employees of Team #3 (prior to 12 p.m.)	Time and one-half	3 hours
(d) Appearance on a scheduled work day by employees of Team #4 or Team #5	Time and one-half	3 hours
(e) All other court appearances	Time and one-half	3 hours

Section 14. Health Plans

(a) **PEMHCA Health Plan**

During the term of this contract, the maximum City contribution towards medical premiums for eligible full time employees per employee category shall be up to a maximum of the following for any plan:

<i>Medical Premium Category</i>	<i>PEMHCA Contribution*</i>	<i>Total Maximum City Contribution (inclusive of PEMHCA contribution) effective first month following City Council Adoption</i>
Employee Only	\$151.00	\$871
Employee plus one	\$151.00	\$1742
Employee Family	\$151.00	\$2260

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The City's total maximum contribution towards medical premiums for eligible part time employees shall be prorated based on the number of hours per week the part-time employee is assigned to work.

*PEMHCA minimum changes annually. Any increases to the PEMHCA minimum during the term of this contract will result in a corresponding decrease to the amount of the additional City contribution, so that the total maximum City contribution never exceeds the amount listed in the "Total Maximum City Contribution" columns above.

If the State of California or federal government requires the City to participate and contribute toward coverage under any medical plan outside of PEMHCA including but not limited to the Affordable Care Act, the City's total liability for enrolled employees and retirees and their eligible family members shall not exceed what the City would have paid toward PEMHCA coverage in the absence of such state or federal plan. The parties will meet and confer over the impact of such change on matters within the scope of representation before implementing any change.

(b) Vision Care

The City will offer vision care coverage for employees and dependents. Coverage is equivalent to \$20 deductible Plan A under the Vision Service Plan, with monthly premiums paid by the employer. Dependents will include domestic partners, as defined under Section 14 (c).

(c) Active Employee Domestic Partners

Active employee domestic partners whose domestic partnership is registered with the State of California may add their domestic partner as a dependent to their elected health plan coverage if the domestic partnership is registered with the Secretary of State.

Active employee domestic partners whose domestic partnership is not registered with the State, but who meet the requirements of the City of Palo Alto Declaration of Domestic Partnership, and are registered with the Human Resources Department, will be eligible for a stipend of two hundred eighty four dollars (\$284.00) per month toward the cost of an individual health plan. Evidence of premium payment will be required with request for stipend.

(d) Alternative Medical Benefit Program

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If a regular employee and/or the employee's dependent(s) are eligible for and elect to receive medical insurance through any other non-City of Palo Alto employer-sponsored or association-sponsored medical plan, the Employee may choose to waive his/her right to the City of Palo Alto's medical insurance and receive cash payments in the amount of two hundred eighty four dollars (\$284) for each month City coverage is waived.

Examples of waivers eligible for this payment are:

- Employee waives all applicable City medical coverage; or
- Employee is eligible to enroll his or her spouse or domestic partner and waives medical coverage for the spouse or domestic partner; or
- Employee has additional eligible dependents and waives family-level medical coverage.

Participation must result in a health insurance cost savings to the City and payments per employee shall not exceed a total of two hundred eighty four dollars (\$284.00) per month. To participate in the program the employee and dependents must be eligible for coverage under PEMHCA medical plans, complete a waiver of medical coverage form, and provide proof of eligible alternative medical coverage.

Payments will be made in the employee's paycheck beginning the first month following the employee's completion of the waiver form. Payments are subject to state and federal taxes and are not considered earnings under PERS law. Employees are responsible for notifying the City of any change in status affecting eligibility for this program (for example, life changes affecting dependent's eligibility for medical coverage through the employee) and will be responsible for repayment of amounts paid by the City contrary to the terms of this program due to the employee's failure to notify the City of a change in status.

(e) Dual Coverage

When a City employee is married to another City employee each shall be covered only once (as an individual or as a spouse of the other City employee, but not both) and dependent children, if any, shall be covered by only one spouse

Section 15. Dental Benefits

- (a) The City will maintain the present level of benefits on the City-sponsored dental program for current employees and their dependents, except that the maximum benefits per calendar

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year shall be \$2,000 effective in 1988. Dental Coverage shall include composite (tooth colored) fillings for all teeth.

- (b) The City provides a 50% of reasonable charges, \$2,000 lifetime maximum orthodontic benefit for representation unit employees and their dependents.
- (c) Dependents will include domestic partner, as defined under Section 14 (c).
- (d) Dental implants in conjunction with one or more missing natural teeth, and removal of dental implants will be covered as a Major Dental Service at 50% usual, customary and reasonable (UCR).

Section 16. Life Insurance Benefits

The City agrees to continue the basic life insurance plan as currently in effect for the term of this Memorandum of Agreement.

Section 17. Effective date of Coverage for New Employees

For newly hired regular employees coverage begins on the first day of the month following date of hire for the health plan, dental plan, vision care plan, and life insurance plans if these benefits are elected.

Section 18. Retirement Benefits

(a) Safety Pension Group A: “3% at 50” Safety Retirement

The City will continue the present benefits under the Public Employees’ Retirement System (PERS) “3 percent at 50” (3% @ 50) Retirement Formula per California Government Code §21362.2 for employees hired before the effective date of the “3 percent at 55” (3% @ 55) formula for new hires as described herein. The final year compensation for employees hired under the 3% at 50 formula will continue to be the “single highest year” or the highest average annual compensation earnable by the member during one (1) year of employment immediately preceding retirement or the one-year period otherwise designated by the member (Government Code 20042). Current employees continued to be covered under Government Code 20692, Employer Paid Member Contribution, to the extent there is a City paid member contribution in the final year.

(b) Safety Pension Group B: 3% at 55 Safety Retirement

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Effective December 7, 2012, the City amended its contract with CalPERS to provide employees hired on or after that date who are not “new members” of CalPERS as defined in the Public Employees’ Pension reform act (often referred to as “Classic” CalPERS members) with the CalPERS retirement formula three percent of final salary at age 55 (3% at 55), with the final salary determination for such employees of “three highest consecutive years” based on the highest average annual compensation earnable by the member during three (3) consecutive years of employment immediately preceding retirement or the three year period otherwise designated by the member (Government Code Section 20037). This new tier also eliminated Section 20692, Employer Paid Member Contribution.

(c) **Safety Pension Group C: 2.7% at Age 57 Safety Retirement**

Employees hired on or after January 1, 2013 meeting the definition of “new member” under the Public Employees’ Pension Reform Act (Gov’t. Code s. 7522 et seq.) shall be subject to all of the provisions of that law, including but not limited to the two point seven percent at age 57 (2.7%@57) retirement formula with a three year final compensation period.

(d) **Employee Share of PERS Contribution**

Employees in all sworn represented classes in Pension Groups A and B described above will make a 12% PERS member contributions by payroll deduction.

Employees in all sworn represented classes in Pension Group C described above shall pay the employee contribution required by the Public Employees’ Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost, plus an additional 3%.

Trainees will pay the same employee contribution as miscellaneous members while attending Basic Academy (see section (g) below).

The City will continue to provide for member contributions to be made as allowed under the provisions of IRS Code §414(h)(2).

(e) **Additional Employee PERS Contributions**

- Effective the first full pay period following July 1, 2019 or as soon as administratively possible, all employees regardless of pension formula in this unit shall contribute an additional 0.5% to the Employer share of pension for a total of 3.5% contribution toward

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the Employer share of pension. (Total Employee contribution will be 12.5% for Classic; 50% of Normal Cost plus 3.5% for PEPRA.)

- Additional contributions will coincide with the City amending its contract with CalPERS to reflect these changes. However, should CalPERS delay or the Association fail to approve the CalPERS amendment required to incorporate the additional 0.5% contribution, the City may implement the additional 0.5% effective July 1, 2019 without a contract amendment., and additional employee PERS contributions under CalPERS 20516 will be provided on a pre-tax basis to the extent allowable by law.

(f) **457 Deferred Compensation Plan**

Effective the first full pay period following July 1, 2019 all employees who are classified as “New Members” by PERS or “Group C’ by the MOA will receive \$50 per month contributed into their 457 deferred compensation plan. Eligible employees must have an active 457 plan in order to receive City contributions.

1959 Survivor Benefit

The City will continue to provide the basic level (Level 1) of 1959 Survivor Benefit to eligible employees in accordance with California Government Code §21571.

(g) **Military Service Credit**

The City’s contract with the Public Employees' Retirement System provides for Section 20930.3, Military Service Credit as Public Service.

(h) **Retirement Privileges**

All retired employees and spouses of deceased employees shall have residential privileges at City libraries, refuse disposal area, golf course, and swimming pools.

(i) **PERS Status While in Basic Academy.**

While an employee is attending Basic Academy, he or she shall participate in the City’s PERS Miscellaneous Employee retirement plan with the same employee and employer contribution rates as applies to Miscellaneous City employees represented by SEIU (classified unit). When the employee successfully completes Basic Academy and is sworn in by the Police Chief, he or she shall prospectively participate in the PERS Safety Employee retirement plan.

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Section 19. Retirement Medical Plan

- (a) Retiree Medical Coverage - Employees hired before January 1, 2006 who have not voluntarily elected to participate in the Retirement Healthcare Benefits provided in Government Code section 22893:

Monthly City-paid premium contributions for a retiree-selected PEMHCA optional plan will be made in accordance with the Public Employees' Medical and Hospital Care Act Resolution for employees who retire on or before December 31, 2007. Effective March 1, 2009, for an employee retiring on or after that date, the City will pay up to the monthly medical premium for the second most expensive plan among the existing array of plans during the Agreement term. Effective April 1, 2015, for an employee retiring on or after that date, the City contribution shall be the same contribution amount it makes for active City employees. The parties mutually agree that the benefits provided in this paragraph for employees retiring on or after April 1, 2015 will fluctuate from time to time based on the City's contributions to health care for active employees. Accordingly, Association members who retire on or after April 1, 2015 and have not elected to participate in the Retirement Healthcare Benefits provided in Government Code section 22893, do not maintain a vested interest in any particular contribution by the City above the amount required under the PEMHCA.

- (b) Retiree Medical Coverage - Employees who voluntarily elect to participate in Government Code section 22893, and all Employees hired on or after January 1, 2006:

The CalPERS vesting schedule set forth in California Government Code § 22893 will apply to all Association members hired on or after January 1, 2006, and employees hired prior to January 1, 2006 who voluntarily elect to participate in the Retirement Healthcare Benefits provided in Government Code § 22893.

Under this law, an employee is eligible for 50% of the specified employer health premium contribution after ten (10) years of service credit, provided at least five (5) of those years were performed with the City of Palo Alto. After ten (10) years of service credit, each additional year of service credit will increase the employer contribution percentage by 5% until, at twenty (20) years' service credit, the employee will be eligible upon retirement for 100% of the specified employer contribution. However, the maximum contribution for family members will be 90% of the specified employer contribution. Notwithstanding any other term of this section, the City of Palo Alto's health premium contribution for employees hired on or after January 1, 2006, and employees who voluntarily elect to participate in

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Retirement Healthcare Benefits provided by Government Code § 22893, will be the minimum contribution set by CalPERS under California Government Code § 22893 based on a weighted average of available health plan premiums.

Section 20. Psychological Counseling Program

The psychological counseling program currently in effect shall be continued. The program shall provide 24-hour emergency counseling by independent professional consultants.

Section 21. Uniforms

- (a) The City will supply complete uniforms to all sworn personnel. All uniform items are the property of the City. One complete uniform consists of: (1) three pair of trousers, (2) three short-sleeved shirts with patches and zippers if desired, (3) three long-sleeved shirts with patches and zippers if desired, (4) three cotton or two synthetic fiber turtleneck shirts, (5) hat, (6) duty jacket with patches, (7) necktie, and (8) rain gear. The value of the purchase, rental and/or maintenance of the required uniforms shall be reported as special compensation to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5) as Uniform Allowance. Based upon existing uniform standards and the City's cost experience, the value of this benefit shall be reported as \$42.31 per pay period.
- (b) At the time of initial employment, every sworn employee will be issued one complete uniform. Uniform items will be replaced on an as-needed basis subject to verification by management.
- (c) The City shall provide uniform cleaning for sworn representation unit personnel.
- (d) Personnel are accountable for all uniform items issued to them. If a particular item is lost or damaged due to employee negligence, the employee will be required to reimburse the City for value of the item(s) lost or damaged.
- (e) The City shall reimburse employees for the full cost of job-related safety boots up to \$400 per fiscal year. The City will make the reimbursement only upon proof that the previous boots have become unserviceable due to wear or damage and upon verification of such purchase by the employee. (Job-related safety boots shall mean well-constructed, high topped boots that provide full ankle and foot support, which are selected from list agreed to by Management and the Association.) All Department-provided safety boots shall be purchased through this program.

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Employees are responsible for the full cost of any low-top, black shoes that are worn with the uniform.

Section 22. Work Schedule

(a) Field Services Division 4/11 Schedule

The patrol schedule will have two sides, “A-Side” and “B-Side.” There will be ten patrol teams each supervised by a Sergeant *or* Acting Sergeant under the management of patrol lieutenants. Five Patrol teams will work an “A” schedule and five Patrol teams will work a “B” schedule.

Patrol officers, agents, and sergeants will report for duty promptly at the designated times for each team. Patrol team schedules are as follows.

Patrol Division Team Schedules

	A-Side		B-Side
Team 1A	0500 to 1600	Team 1B	0500 to 1600
Team 2A	0700 to 1800	Team 2B	0700 to 1800
Team 3A	1400 to 0100	Team 3B	1400 to 0100
Team 4A	1800 to 0500	Team 4B	1800 to 0500
Team 5A	2000 to 0700	Team 5B	2000 to 0700

Team’s 2A, 3A, and 4A are designated as field training teams.

(1) 4/11 Work Schedule

The work schedule will be based on an eight (8) day cycle with each employee working four (4) consecutive days on and having four (4) consecutive days off. The eight (8) day cycle will advance the employee’s workdays and days off within the calendar week one day every

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cycle. The overall cycle repeats itself every eight (8) weeks.

Over the course of a year (26 pay periods) each employee works 182 eleven (11) hour regular patrol shifts totaling 2002 hours, 78-hours short of the required fulltime equivalent work year of 2080 hours.

In the Patrol Division and with the approval of the Patrol Captain, a maximum of two (2) paired “fixed days” schedules (4 Employees) may be established, at the employees’ request. The regularly scheduled hours of work for such a position must cover the days off of the position with which it is paired. For example, one position could have Sunday, Monday, and Tuesday off while the other could have Thursday, Friday, and Saturday off. It shall be the responsibility of employees interested in a paired fixed day schedule to identify another employee who is willing to participate in the paired arrangement. If either employee or the Department desires to terminate a paired schedule once it is in effect, the employee or Department, as applicable, must give the other affected parties to the arrangement at least one (1) full pay period advance written notice. Resumption of the employees’ participation in the normal rotation shall begin on the first day of the second full pay period following the date notice is delivered to the other parties.

Employees on a fixed schedule will be required to attend the designated CPT (Continued Professional Training) training days either on their regularly scheduled workday or on a day off. If they attend training on their regularly scheduled day off, they will be compensated by receiving an adjusted day off within the same pay period.

Employees requesting a schedule different from the rotating 4/11 must submit their request in writing prior to the team selection process. The requests will only be considered on an extreme hardship basis

The following hours and minimum staffing levels will be observed on both sides of the Patrol Division. During team overlaps, the combined staffing levels of the teams will serve to meet minimum staffing levels.

0700-2400 hours	1 Lieutenant/Sergeant 1 Sergeant/Agent 6 Officers/Agents	Watch Commander Supervisor
0001-0300hours	1 Lieutenant/Sergeant 1 Sergeant/Agent 5 Officers/Agents	Watch Commander Supervisor

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0300- 0700 hours	1 Sergeant 5 Officers/Agents	Supervisor
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Under routine circumstances, personnel will be able to receive time off as long as minimum staffing numbers remain available for duty. Management may deny time off to maintain staffing greater than the minimum numbers outlined above. It's anticipated this will only occur in special situations where greater staffing is needed.

(2) Designated CPT Training Days within the 4/11 Schedule:

The 4/11 Schedule will have designated CPT training days and flexible training hours to make up the seventy-eight (78) hours necessary to complete a full work year. A training bank will be created for each employee on the 4/11 Schedule to track and monitor the use and balance of the 78-hours. The training bank and its use are outlined in the next section.

For CPT training days which require employees to travel outside the City of Palo Alto, an additional two (2) hours of training bank time will be made available to account for all travel time related to attendance at training. The Division Captain may authorize additional time on a case-by-case basis.

Management will determine the number of designated CPT training days and stagger them throughout the year in order to avoid overtime insofar as possible.

Designated CPT training days will be scheduled prior to the beginning of each shift year. Unless otherwise determined by the Department, there will be five (5) designated CPT training days each year. These training days will vary in duration but will in most cases be approximately eight (8) to ten (10) hours in duration. The exact number of designated CPT training days, their duration in hours, and the remaining flexible training bank time will be determined prior to shift change and vacation selection. If it's anticipated that the number of training days will vary in any given year, Management will notify and, on request, meet with PAPOA to consider any concerns the Association may have.

Patrol personnel will not be permitted to take vacation on any one of these pre-designated CPT training days. The Division Captain may authorize an exception based on compelling circumstances.

The course content and training provided on the designated CPT training days can vary from year to year to meet current and changing training needs. It will be the responsibility

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of the Personnel and Training Division to schedule and coordinate the training on designated CPT training days. Training days may be scheduled during daytime and/or nighttime hours to accommodate training needs.

Sworn employees not on the 4/11 Schedule will be required to attend designated C.P.T. training days. Each of the training days will be broken into two (2) single day sessions for Patrol (A side and B side). It is anticipated that approximately fifty percent (50%) of the non-4/11 employees will attend one (1) of the two (2) days during each of the training cycles.

If the nature and/or complexity of the training does not allow for a larger groups, multiple sessions can be scheduled on additional training days.

(3) Flexible Training Hours

This schedule results in seventy-eight (78) hours that will be made up during the year through designated CPT training days and flexible training time. It is anticipated that approximately fifty (50) hours will be set aside each year for designated CPT training days (exact number to be determined each year). Once the hours set aside for designated CPT training days is established, the remaining hours shall be used for flexible training as follows.

Employees on the 4/11 Schedule attending training on a day off or outside their normal shift shall use their available Flexible Training Bank hours (Non-CPT Hours) prior to using overtime. All Flexible Training Bank hours must be used prior to earning overtime. The only limitation on the use of these training hours is that no employee can exceed the one hundred seventy-one (171) hour FLSA limit in any twenty-eight (28) day cycle. The combination of regular work shifts, designated CPT training days, and flexible training time cannot exceed one hundred seventy-one (171) hours in any FLSA Cycle. Any hours worked over one hundred seventy-one (171) in a twenty-eight (28) day cycle are considered premiums hours and must therefore be paid at the overtime rate.

The following is a list of some of the forms of training that could use hours from the bank;

SWAT	DRO	Range Masters
Quarterly Shoots	FTO Meetings	K-9
Sergeant's meetings	FTO School	11550 School
Radar School	Supervisor school	All other Training

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If an employee doesn't use his or her flexible training hours during the year, he or she will be required to make up the difference by either working extra shifts, partial shifts or by using vacation, compensatory time off, and/or holiday time from one of their banks at the end of each fiscal year. The Watch Commander and Supervisor will work with employees to schedule extra shifts or use vacation, holiday or compensatory time off balances. These hours are hours the employee is being compensated for during the normal twenty-six (26) pay periods. The employee must work the hours on a straight time basis or use vacation, holidays or compensatory time off for the compensation received throughout the year.

(4) Other Training (not covered by the flexible training bank)

The 4/11 Schedule significantly impacts designated CPT training days, shift training, and to some extent training compensated under the flexible training hours. The following guidelines should be followed when attending training not covered by the flexible training hours. All training bank hours, adjusted time off associated with training, and/or overtime associated to training shall be approved in advance by the employee's watch commander or supervisor.

One full day of training on a day off.	The employee will either receive overtime for the number of hours at training or adjustment for one patrol shift. Adjustments will be documented in the City timekeeping system.
One full day of training on a day on.	The employee will be adjusted off their patrol shift for the day. Adjustments will be documented in the City timekeeping system.
More than one day, but less than a week.	For each full day of training, the employee will be adjusted off one patrol shift. Adjustments will be documented in the City timekeeping system
Partial day of training on a day off.	Overtime or adjustment for the number of hours actually in training. Adjustments will be documented in the City timekeeping system.
Partial day of training on day on.	The employee will be adjusted from duty for the time of the training and be expected to work the remainder of

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	their shift. Adjustments will be documented in the City timekeeping system.
A four (4) or five (5) day (week) training session that doesn't exceed forty-four (44) hours.	Whenever possible, and depending upon where the employee is in their twenty-eight (28) day cycle, the employee will be adjusted off the patrol schedule when attending four or five day training sessions. The employee will be adjusted from four (4) eleven (11) hour shifts as compensation for attending the course. The four (4) adjusted days will be as close to the days the employee attended training as possible. Employees will not receive overtime under this situation unless the total time training exceeds forty-four (44) hours. Adjustments will be noted in the comment section of the timekeeping system.

(5) **Assignments of Sworn Personnel on the 4/11 Schedule**

Each year assignments are made for management staff for the coming fiscal year. Subsequent to those assignments, officers, agents, and sergeants apply for specialty positions. At the conclusion of those specialty selections, the Patrol Team Selection process begins. Each year, the following process will be used for patrol team selection.

Field Services Division Shift Assignment Process:

Field Services sergeants, agents, and officers will select their work team based on the following criteria.

- a. **Sergeants**, in order of seniority, shall select one of the ten patrol teams. Sergeants may select any open team with the exception of those teams designated as Field Training teams. FTO Sergeants, in order of seniority, will select one of the designated FTO teams.
- b. **Field Training Officers/Agents**, in order of seniority, shall select one of the slots open and designated as FTO slots on one of the three FTO teams. The following teams have been pre-designated as training teams: Team 2A, Team 3A, and Team 4A.
- c. **K-9 Officers/Agents** – K-9 officers/agents will generally select one of the night shift teams: Teams 4 and 5. Selections will be based on rank and seniority. Only one K-9

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will be allowed per team and K-9's will be evenly split between the two sides

Any exception to these assignments must be requested and approved by the Field Services Coordinator **prior to the start of the selection process.**

- d. **Agents**, in order of seniority, shall select any of the open agent's slots remaining on any of the patrol teams. A minimum of three (3) agents will be assigned to the A-Side and a minimum of three (3) agents will be assigned to the B-Side. If a greater number of agents are assigned to patrol, management will evenly designate agent's slots insofar as possible to as many of the patrol teams as possible with the goal being to have one agent on each patrol team.
- e. **Officers**, in order of seniority, shall select any remaining slot available on any of the patrol teams.
- f. **Probationary Officers** - May be assigned to teams at the discretion of the Field Services Division Coordinator. These assignments will be made based on the developmental needs of the new employee, the staffing needs of the organization, and in a manner that minimizes the loss of prime bidding slots for more senior officers/ agents.

Additional Team Selection Guidelines

Prior to the selection process, management shall determine the number of agents, and officers assigned to each team.

Additionally, management will determine which teams are available for selection by K-9 Officers/Agents. Field Training Officers/Agents, Field Training Sergeants, and probationary employees shall be subject to administrative assignment.

In the spring of each year, all employees participating in the patrol team selection process will receive a schedule identifying available slots, the process for team selection, and a date and time for the employee to make their selection Team Selection Reservations – Once Officers/Agents/Sergeants select a team, they will be guaranteed that team even if they are unable to work that team at the start of the shift year due to special assignment, internship, leave of absence, disability, illness etc.

Officers, Agents and Sergeants may not remain in the same time slot for more than two consecutive years.

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Team change request will be considered with the approval of management.

Any request for an anticipated change to the assignment of sworn personnel shall be routed to the Field Services Division Coordinator prior to the selection process.

(6) **Vacation Selection**

Concurrent Vacation Authorization – Officers and Agents

Patrol Division – Four (4) slots are authorized on the A-Side and four (4) slots are authorized on the B-Side. It is anticipated that this would equate to two (2) slots on night shift (Teams 3, 4, and 5) and two (2) slots on day shift (Teams 1, and 2) for each side.

Any exceptions to these rules may be made by the Field Services Division Coordinator based on special circumstances.

Concurrent Vacation Authorization - Sergeants

Patrol Division – Two (2) slots are authorized in patrol on the A-Side and two (2) slots are authorized in patrol on the B-Side. It is anticipated that this would equate to one (1) slot on the night shift (Teams 3, 4, and 5) and one (1) slot on the dayshift (Teams 1 and 2) for each side. Exceptions to allow two (2) sergeants vacation at the same time for special circumstances may be made by the shift lieutenant. Other exceptions to this rule may be made by the Field Services Division Coordinator.

a. The A-side and B-side will have separate vacation signups. It's also anticipated that the dayshift and nightshift will have separate signups. For agents and above, selection will be based on rank and time in rank. Personnel having the greatest tenure in rank will have priority. For officers, selection will be based on seniority. If seniority is equal, low badge number shall have priority.

b. Sergeants will have a separate signup sheet from agents and officers. During the initial sign up sergeants will have two guaranteed slots per side, one (1) on day shift and one (1) on night shift. Agents/officers will have four (4) guaranteed slots per side, two (2) on day shift and two (2) on night shift.

Vacation Selection Process: Vacation selection will occur within a few weeks of the

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team selection process each spring. Selections will take place on two days, one day for the A-Side and one day for the B-Side. Sergeant, agents, and officers will be given time slots to come in, call in, or may submit in advance written instructions on choice for vacation weeks. The selections will be made based on rank and seniority. Both sides agree to monitor the outcome of the process and enter into a mutual agreement to continue or discontinue the process.

(7) Time Keeping and Payroll

All employees working under the 4/11 schedule will work eleven (11) hours a day, four (4) consecutive days a week. These eleven (11) hours will be entered in the timekeeping system on the day they are worked and/or prior to pay period payroll deadlines. Employees attending one (1) of the designated CPT training days will enter the hours of training on a “training timesheet” and enter the time in the timekeeping system. Employees using hours from their flexible training bank shall complete a “training timesheet” and enter the time in the timekeeping system.

Employees working the 4/11 Schedule will not receive overtime compensation for hours worked under the following conditions.

- Hours worked as part of a regular 11-hour work day.
- Hours worked on a designated CPT training days.
- Hours associated to training where hours from the flexible training bank could be used.
- Non-Mandatory training where adjustments from the patrol schedule are possible.

Overtime shall be paid for “Mandatory” training once training bank hours have been exhausted.

Overtime shall be paid for “Mandatory” meetings that fall outside the specialty exemption listed below.

Participation in department specialties including training, meetings, and other activities is not considered a mandatory activity when it comes to overtime compensation. Wherever possible, employees participating in department specialties and other non-mandatory activities will be adjusted off the patrol schedule for these activities. Schedule adjustments will occur as close to the activity outside the employee’s normal work schedule as possible and within the same FLSA Cycle.

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Schedule adjustments for personnel working nights: All personnel attending a full day of training on a work day will be adjusted off the patrol schedule for their work shift that day. In addition to being adjusted off any shift that starts on the day the training occurs, employees working Teams 3, 4, and 5 the night before the training will be adjusted off the night before as follows. If the training is all day starting in the morning hours, these adjustments will apply.

Team 3:	Adjusted off at 2200 hours.
Teams 4 & 5:	Adjusted off the entire shift.

If a night shift employee is scheduled for a full day of “Mandatory” training on the morning of his or her first day off, the same adjustments listed above will apply. In addition to the necessary adjustment, employees will receive compensation for the training hours through the use of training bank hours. When training bank hours are exhausted, the employee will receive overtime.

The time keeping system entries: Each employee must enter his or her time in the timekeeping system that accurately reflects the hours he or she works. When schedule adjustments are made, overtime is worked, or training bank time is used, employees must make appropriate notes in the comment section of the timekeeping system. Supervisors and timekeepers may complete the timekeeping system entries when employees are unavailable due to illness or other situations and employees will thereafter verify the timekeeping entry is accurate upon their return to work.

Managers and supervisor will approve time entries made in the time keeping system. Managers and supervisors will pay special attention to the use of training bank time and overtime. Time entries should be reviewed for regular hours and training hours that may exceed the FLSA guideline of 171 hours in a 28 day cycle.

With the 4-day on 4-day off rotation, employees will work either 66 or 88 hours in each pay period. The timekeeping system will shift adjust the appropriate number of hours into (+14) and out of (-8) the employees bi-weekly totals so each employee receives compensation for 80 hours. Regardless of the number of hours worked under the FLSA exemption, an employee will be compensated for 80 regular hours every bi-weekly payroll cycle.

These shift adjusted hours (-8 or +14) will be added to or taken away from the timecard at the appropriate day/night shift differential rates for each employee. As an example, if an employee’s normal shift is paid at 75 percent day rate and 25 percent night rate, all hours shift-adjusted on to or off the timecard will be adjusted using the same approximate ratio

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of 75/25 percent for day/night rates.

If an employee leaves city service while on the 4/11 schedule, staff and payroll shall perform the training bank reconciliation of the number of hours the employee is over or under the normal forty (40) hour workweek rate since the beginning of the current one (1) year (twenty-six [26] pay period) 4/11 cycle. If the employee has worked more hours than the forty (40) hour a week average, he or she shall be compensated for those hours at the regular rate. If the employee is under the forty (40) hour a week average, the hours will be taken from the employee's vacation, holiday, or comp time bank and/or deducted at the regular rate from the employee's last check.

If an employee's assignment changes from the 4/11 schedule or to the 4/11 schedule, his or her over/under rate will be calculated the same as above. Time off, extra shifts worked, and/or the adjustment of holiday, vacation, and/or comp. time banks will be used to resolve any differences between actual hours worked and the forty (40) hour weekly average.

Daylight Savings Time/Pacific Standard Time Changes – Personnel on Team 4 and Team 5 will follow these guidelines when working either the spring forward or fall back. Individuals working in the spring who would lose an hour of work due to the change to Daylight Savings Time will report for duty one (1) hour early and work an eleven (11) hour shift at straight time. Individuals working in the fall will work one (1) additional hour (for a total shift of twelve (12) hours) due to the change to Pacific Standard Time. Such employees will put in for one (1) hour of overtime. Nothing in this section prevents an employee from leaving early or using time off to offset the time when staffing allows and approved by the Supervisor or Watch Commander.

(8) Maximum Hours Worked - Turn Around Time

Sergeants, agents, and officers may work up to a maximum number of 16 hours in a 24-hour period. Any work beyond 16 hours must be approved by a watch commander or member of management and only under exigent circumstances. Any time an employee works 16 hours or more, they must receive an 8-hour break before returning to duty. If the 8-hour break runs into the employees next shift, those hours are considered adjusted hours off.

Sergeants, agents, and officers shall not exceed a maximum of one hundred forty (140) hours in a 14 day pay period. Any work beyond one hundred forty (140) hours must be approved by the employee's Lieutenant and Captain, and should rarely occur only under

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extreme situations.

Sergeants and Lieutenants authorizing overtime in excess of the daily limit (16-hours) and/or the bi-weekly limit (140 hours) shall send a short email to their Lieutenant and Captain explaining the reason for the excess work.

It is the employee's responsibility to monitor their hours and notify the supervisor and/or watch commander of their hours worked when approaching the daily or bi-weekly limits or being requested to work overtime.

(9) Shift Exchanges

Sergeants, agents, and officers may exchange work shifts with another employee of the same rank. Agents and officers may be interchangeable if simply filling the role of an officer on the schedule. Personnel must submit a shift exchange request form to their supervisor and lieutenant. Shift exchanges require a lieutenant's approval except when short notice makes that impossible. Shift exchanges can only occur for entire shifts, Shift exchange request forms must contain the pay back date for the second half of the shift exchange. Both halves of the exchange must occur in the same 28-day FLSA Cycle (refer to Yearly 4/11 patrol Schedule for FLSA Cycles). Once an employee agrees to an exchange shift, he or she is responsible for that shift. If he or she fails to show up for the shift and/or is sick, the time will be deducted from his or her applicable leave balance to the extent the employee qualifies for such deduction under the applicable leave policy. Failure to show up for a shift may also result in disciplinary action.

(10) On-duty workout period and sign up:

When staffing allows and with supervisory approval, employees may workout on-duty for a period of up to one (1) hour. The hour shall include the work out, a shower, and dressing time. Specific guidelines and conditions are outlined in the Wellness Program Policy.

(11) Upon written request of either party, Section 22(a) of this MOU will reopen and the parties will meet and confer over the issue of the patrol work schedule. Any changes will be by mutual agreement of the City and the Association.

(b) Traffic Team

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Sworn members of the Traffic Team shall work a ten-hour (10) day, four (4) day workweek schedule.

Traffic Team officers/agents may be assigned as part of minimum staffing at the discretion of management.

Effective July 1, 2008, the Take Home Motor Program will be discontinued.

On a one time basis, employees assigned to motors who are in paid status the first full pay period after Council adoption of this MOU, will receive one time non PERSable stipend representing 2.5% of base salary of the employee's classification minus applicable state and federal taxes.

(c) **Special Operation Sergeant/Crime Suppression Team**

The Special Operations Sergeant and team members shall generally work a ten (10) hour day, four (4) day workweek schedule. Given the nature of the team's assignment, it is anticipated and expected that their schedules should be flexible and adapt to organizational needs.

(d) **ISD and Other Sworn Classifications**

All sworn personnel assigned to ISD, Staff Assistant, Personnel and Training and Community Policing shall work a ten (10) hour day, four-day work week schedule.

(1) **Work Schedule**

The ten hours shall generally be worked between the hours of 0700 and 1900, with specific schedules subject to approval by appropriate supervisors. The ten (10) -hour work schedule shall be worked within a period of ten hours, with a working lunch period not to exceed thirty (30) minutes. As an alternative, with Management approval, the ten-hour work schedule may be worked within eleven hours, with a one (1) hour unpaid lunch break. Changing alternatives will require prior approval by Management.

(2) **Work Week**

For ISD personnel, one-half of the Division will work Monday through Thursday, while the other half will work Tuesday through Friday. All other sworn personnel covered under Section 23 (b) & (c) will also work either Monday through Thursday, or Tuesday through Friday.

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(3) **Late Detective Shift**

Two detectives will be assigned on a rotational basis to the late shift from 1200 to 2200 to provide evening coverage. Assignment to the late detective shift, where possible, will be by advanced sign up with each detective selecting two weeks each quarter according to a protocol determined by seniority, needs of the division and needs of the employee. Generally, there will be one detective from each half of the division working the late detective shift during each week.

(e) **Forty-hour Training Schedule**

For all sworn employees who attend training that is four (4) or five (5) days in duration (a week), their schedules will be adjusted from the normal work week. Employees will not receive overtime during scheduled training as described here unless it exceeds their normal forty (40) or forty-four (44) hour workweek. Schedule adjustments will be documented in the notes section when making the timekeeping system entries.

Section 23. Overtime Pay and Compensatory Time Off

(a) Overtime pay shall be provided at the rate of time and one-half of the employee's regular rate, including night shift differential, working out of classification pay, and specialty assignment premium pay as defined under Section 7, 8 and 10.

(b) Compensatory time off, which is approved by management in-lieu of overtime payment on a staffing available basis, will be taken at the rate of 1-1/2 hours for every hour of credited overtime. In the event compensatory time off is used as the method of compensating for overtime, the time off will be taken prior to the end of the quarter in which it is earned except as provided herein. All compensatory time balances over 80 hours shall be paid at the end of each quarter (i.e., employee to carry over 80 hours). During the final calendar year quarter only, employees have the option to:

(1) Employees who have vacation accrual balances of less than two times their annual accrual rate, less 80 hours, may request in writing prior to the payroll deadline to convert up to 80 hours of unused compensatory time to vacation per calendar year, to be transferred in the first pay period of the calendar year.

(2) Employees may cash out their entire compensatory balance but must make this request before payroll deadline.

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- (c) Employees called out to perform work, attend meetings or required training shall be compensated for at least three hours pay for each occurrence at the appropriate overtime rate.

Section 24. Overtime Sign-Up

- (a) **Planned Overtime** Planned overtime includes patrol staffing, special events, traffic control functions or any other overtime needs which can be identified prior to the 20th day of the preceding month. On or about the 20th of each month, watch commanders will post a list of dates/shifts requiring overtime for the next month.

Officers, Agents, and Sergeants will be given a reasonable period of time to sign up for the available overtime assignments. On or about the 25th of the month, planned overtime will be filled from the sign up list using the rotational overtime call out list.

Agents may place themselves on the sign up list for supervisor overtime, however will only be considered if no sergeant requests the shift.

Overtime that isn't filled during the planned overtime process may be filled at management's discretion.

Employees assigned to a fixed work schedule such as ISD, P&T, and Staff Assistant may adjust their work schedule with their manager's approval in order to work a planned patrol overtime assignment. This schedule adjustment must be completed within the same work week as the planned overtime assignment. Schedule adjustments will normally be approved unless there is a conflict with a previously scheduled activity within the work unit or the schedule adjustment would be disruptive to the operation of the unit. Employees bidding for planned overtime requiring a shift adjustment must make a notation next to the assignment indicating a shift adjustment would be necessary. Only one overtime shift requiring a shift adjustment can be worked per work week.

- (b) **Unplanned Overtime.** Unplanned overtime is overtime that wasn't identified prior to the 20th of the preceding month. Unplanned overtime will be filled by the following procedures.

1) The Watch Commander or Supervisor may request an employee extend their shift or come in early. If a volunteer cannot be identified to hold over or come in early, the rotational overtime list will be used.

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- 2) Employees interested in working unplanned overtime will be placed on a rotational overtime list in order of seniority. When an overtime shift is available, a manager or supervisor will call the next person on the list. If that person declines the opportunity, is not available, is already working, or takes the overtime, he/she will be placed at the bottom of the list. The lists will be continually updated in order to rotate the names. There will be separate lists for sergeants and officers/agents for unplanned overtime. A separate supervisory list will be maintained for agents interested in working supervisory overtime. Agents will be offered supervisory overtime positions only if no sergeants have accepted the opportunity.
 - 3) If the watch commander or supervisor is unable to fill overtime through any of these procedures, he or she may order an individual to extend their shift, come in early, or come in on a day off. A log on those required to work mandatory overtime will be kept in the overtime book. Mandatory overtime should be rotated in order of reverse seniority.
- c) **Overtime Minimum.** With regard to both planned and unplanned patrol team overtime, there is no minimum number of hours. Planned overtime postings and unplanned overtime will be offered for the actual number of hours needed. If small blocks of overtime aren't filled by on-duty personnel adding them to an existing shift, managers may apply a 6-hour minimum to a shift for personnel coming in on a day off.
- (d) These overtime procedures may be reviewed and/or modified at the mutual agreement of both management and PAPOA.

Section 25. Jury Duty

No employee shall be required to work a combination of jury duty and work time to exceed 12 hours during a 24-hour period. The period shall commence at the required time of appearance for jury duty. Jury duty is defined as the time between required time of appearance and dismissal. Work time excused as a result of jury duty will be compensated at the regular rate of pay.

Section 26. Vacation Accrual

Vacation will be accrued when an employee is in pay status and will be credited on a bi-weekly basis. Such accrual and credit shall not exceed three times the annual rate of accrual. Each eligible employee shall accrue vacation at the following rate for continuous service performed in pay status:

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- (a) Less than four (4) years - For employees completing less than four years continuous service; (8) Shifts vacation leave per year.
- (b) Four, but less than nine years - For employees completing four, but not more than nine (9) years continuous service; 12 Shifts vacation leave per year.
- (c) Nine (9), but less than fourteen (14) years - For employees completing nine (9), but not more than fourteen (14) years continuous service; (16) Shifts vacation per year.
- (d) Fourteen (14), but less than nineteen (19) years - For employees completing fourteen (14), but not more than nineteen (19) years continuous service; (18) Shifts vacation leave per year.
- (e) Nineteen (19) or more years - For employees completing nineteen (19) or more years continuous service; (20) Shifts vacation leave per year.

Example: An employee with less than four (4) years working a 4/10 Schedule will receive eight (8) Shifts or eighty (80) hours of vacation. The same employee working the 4/11 Schedule will receive eight (8) Shifts or eighty-eight (88) hours of vacation.

Section 27. Use of Vacation

- (a) **When to be taken.** The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time shall be determined by the department head with particular regard for the needs of the City, but insofar as possible, considering the wishes of the employee.
- (b) **Limitation on use.** Employees may not use more than their annual rate of accrual in any calendar year period, provided, however, that a department head may grant exceptions to this limitation.
- (c) **Waiting period.** Employees shall complete six months continuous service before using accrued vacation leave.
- (d) **Double compensation prohibited.** Employees shall not work for the City during their vacation.
- (e) **Vacation splitting.** It is the intention of the City that vacation be taken in units of one week; however, with the approval of the department head, an employee may use one week of

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his/her accrued vacation in any calendar year in units of less than one work week, but in no instance in units of less than one-half of the normal workday or shift. Requests for exception to this procedure must be approved by the City Manager.

- (f) **Vacation Cashout.** Once each calendar year an employee may cash out eight or more hours of vacation accrual in excess of 80 hours to a maximum of 120 hours, provided that the employee has taken at least 80 hours as vacation in the previous 12 months.
1. Effective for the 2012 tax year and each subsequent year, to be eligible to cash out vacation, employees must pre-elect the number of vacation hours they will cash out during the following calendar year, up to the maximum of 120 hours, prior to the start of that calendar year. The election will apply only to vacation hours accrued in the next tax year and eligible for cash out.
 2. The election to cash out vacation hours in each designated year will be *irrevocable*. This means that employees who elect to cash out vacation hours must cash out the number of accrued hours pre-designated on the election form provided by the City.
 3. Employees who do not pre-designate or decline a cash out amount by the annual deadline established by the City will be deemed to have waived the right to cash out any leave in the following tax year and will not be eligible to cash out vacation hours in the next tax year.
 4. Employees who pre-designate cash out amounts may request a cash out at any time in the designated tax year by submitting a cash out form to payroll. Payroll will complete the cash out upon request, provided the requested cash out amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours designated for cash out is not available at the time of cash out request, the maximum available will be paid.
 5. For employees who have not requested payment of the elected cash out amount by November 1 of each year, Payroll will automatically cash out the pre-designated amount in a paycheck issued on or after the payroll date including November 1.

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Section 28. Vacation Pay at Termination

Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination. Payments for accrued vacation shall be at the employee's current rate of pay.

Section 29. Vacation Benefits for Deceased Employees

An employee who is eligible for vacation leave and who dies while in the municipal service shall have the amount of any accrued vacation paid to the employee's estate within thirty days. This proration will be computed at the last basic rate of pay.

Section 30. Effect of Extended Military Leave

An employee who interrupts his service because of an extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

Section 31. Sick Leave

- (a) **Statement of Policy.** Sick leave shall be allowed and used only in case of actual personal sickness or disability, medical or dental treatment, or as authorized in Subsection 33 (e), personal business chargeable to sick leave. Up to 8 days sick leave per year may be used for illness in the immediate family (spouse, child, parent, parent-in-law, brother, sister, registered domestic partner, or close relative residing in the household of the employee).
- (b) **Eligibility.** Regular and part-time employees shall be eligible to accrue and use sick leave.
- (c) **Accrual.** Sick leave shall be accrued bi-weekly provided the employee has been in a pay status for 50 percent or more of a bi-weekly pay period. Sick leave shall be accrued at the rate of 3.7 hours per bi-weekly pay period.
- (d) **Accumulation.** Accrued sick leave may be accumulated without limit, except as provided in Section 31(h).
- (e) **Use.** Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. A new employee may, if necessary, use up to forty-eight hours or shift equivalent of sick leave at any time during the first six months of employment. Any negative balances generated by such utilization will be charged against future accrual or deducted from final paycheck in the event of termination.

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An employee who has been disabled for 60 consecutive days and who is otherwise eligible both for payment under the long-term disability group insurance coverage and accrued sick leave benefits may, at his/her option, choose either to receive the long-term disability benefits or to utilize the remainder of his/her accrued sick leave prior to applying for long-term disability benefits.

Sick leave will not be granted for illness occurring during any leave of absence other than sick leave, unless the employee can demonstrate that it was necessary to come under the care of a doctor while on such other leave of absence.

When an employee finds it necessary to be absent for any reason, he/she should cause the facts to be reported to the department within one hour after his/her regular starting time on the first working day of absence, and shall regularly report on, or account in advance for each work day thereafter unless hospitalized or otherwise indisposed. Such reports may be subject to written documentation if there is reasonable evidence that sick leave abuse has occurred. Sick leave shall not be granted unless such report or advance accounting has been made, provided, however, that the department head may grant exception to this policy where the circumstances warrant.

Documentation may also be required if there is a reasonable basis to believe that the employee may not be medically fit to return to work.

- (f) **Depletion of Sick Leave Benefits.** Upon depletion of sick leave or the beginning of the period to be covered by payments under the long-term disability group insurance coverage, whichever comes first, an employee may be granted a medical leave of absence without pay for a period not exceeding sixty days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to the approval of the City Manager. If further leave is granted, the employee must notify the City of intent to return to work every thirty days. If further leave is not granted, the employee's service with the City shall be considered terminated.
- (g) **Forfeiture Upon Termination.** Employees leaving the municipal service shall forfeit all accumulated sick leave, except as otherwise provided by law and Subsection 32(h). In the event that notice of resignation is given, sick leave may be used only through the day which was designated as the final day of work by such notice.
- (h) **Payment for Accumulated Sick Leave.** Employees hired before August 1, 1986 who leave the municipal service in good standing, or who die while employed in good standing by the

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City, and who have fifteen or more years of continuous service shall receive compensation for unused sick leave hours in a sum equal to two and one-half percent of their unused sick leave hours multiplied by their years of continuous service and their basic hourly rate of pay at termination.

For all employees entering the service of the City prior to March 2, 1983, full sick leave accrual will be paid in the event of termination due to disability.

For all employees hired after August 1, 1986, sick leave accrual accumulation shall be limited to 1,000 hours with no payoff provision for unused balance at termination.

- (i) **Sick Leave Re-opener.** Upon written request of either party, the parties agree to meet to confer over the issue of sick leave incentive, including but not limited to: (1) sick leave payout for employees hired after August 1, 1986 and (2) converting to a paid time off policy in lieu of both vacation and sick leave. Any changes will be by mutual agreement of the City and the Association.

- (j) **Personal Business Leave Chargeable to Sick Leave.** Up to 2 Shifts (20-Hours for 4/10 employees and 22-Hours for 4/11 employees) per year of personal business leave may be chargeable to sick leave. Time off under this provision is subject to management scheduling approval.

- (k) **Return to Work or Continue Work With Limited/Alternative Duty.** In cases of non-work-related injury, illness or pregnancy, an employee, upon approval of the department head, City Risk Manager and the employee's doctor, may elect to return to work or continue work with doctor-approved limited or alternative duty. Approval for such limited/alternative duty shall be based upon department ability to provide work consistent with medical limitations and the length of time of the limitations. Shift employees must be willing to accept any non-shift limited duty schedule work locations and may be subject to the reasonable availability of limited duty assignments. The City doctor may be consulted in determining work limitations. Any assignment to a limited/alternative duty will be on a temporary basis. The provisions of this section are not intended to create any permanent light/alternative duty assignments.

Any assignment to a limited/alternative assignment shall not displace any other employee without consent of all parties, including the Association.

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Section 32. Leaves of Absence Without Pay

- (a) **Disability.** Leaves of absence without pay may be granted in cases of disability not covered by sick leave. Pregnancy will be considered as any other disability. Leaves of absence for disability are subject to physicians' verification including diagnosis and medical work restriction.
- (b) **Other leaves.** Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interest of the City. Non-disability prenatal and/or postpartum leave is available under this provision, but such leave shall not begin more than six months prenatal nor extend more than six months postpartum.
- (c) During unpaid leaves of absence for disability or other reasons, the employee may elect to use accrued vacation credits. Requests for leaves without pay shall not be unreasonably denied. In order to avoid misunderstandings, all leaves without pay must be in writing to be effective.
- (d) **Approval of department head.** Leave of absence without pay for one week or less may be granted by the department head, depending on the merit of the individual case.
- (e) **Approval by City Manager.** Leave of absence without pay in excess of one week's duration may be granted by the City Manager on the merit of the case, but such leave shall not exceed twelve months' duration.
- (f) **Absence without leave.** Unauthorized leave of absence shall be considered to be without pay, and reductions in the employee's pay shall be made accordingly. Unauthorized leave of absence may result in termination of employment.
- (g) **Leave of absence; death outside the immediate family.** Leave without pay may be granted a regular employee by his/her department head in the event of death to family members other than one of the immediate family, such leave to be granted in accordance with Section 34 (b), (c) , (d) and (e).
- (h) **Military leave of absence.** State and federal law shall govern the granting of military leaves of absence and the rights of employees returning from such absence.

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Section 33. Leave of Absence With Pay

The City Manager may grant a regular employee under his/her control a leave of absence with pay for a period not exceeding thirty calendar days for reasons he/she deems adequate and in the best interest of the City.

The City Council may grant a regular employee a leave of absence with pay for a period not to exceed one year for reasons the Council considers adequate and in the best interest of the City.

- (a) **Subpoenas; leave of absence.** Regular employees who are subpoenaed to appear as witnesses in behalf of the State of California or any of its agencies may be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within thirty days from the termination of his or her services. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.
- (b) **Employee's time off to vote.** Time off with pay to vote at any general or direct primary election shall be granted as provided in the State of California Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said Code.
- (c) **Leave of absence; death in immediate family.** Leave of absence with pay of three days shall be granted an employee by the head of his or her department in the event of death in the employee's immediate family, which is defined for purposes of this section as wife, husband, son, step-son, son-in-law daughter, step-daughter, daughter-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchildren, aunt, uncle, niece, nephew, registered domestic partner, or a close relative residing in the household of the employee. Such leave shall be at full pay and shall not be charged against the employee's accrued vacation or sick leave. Requests for leave in excess of three days shall be subject to the approval of the City Manager. Approval of additional leave will be based on the circumstances of each request with consideration given to the employee's need for additional time off.
- (d) **Jury duty; leave of absence.** Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowances within thirty days from the termination of his/her jury service.

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Section 34. Reduction in Force

In the event of reductions in force, they shall be accomplished wherever possible through attrition.

If the work force is reduced within the bargaining unit for reasons of change in duties or organization, abolition of position, shortage of work or funds, or completion of work, employees with the shortest length of service will be laid off first so long as employees retained are fully qualified, trained and capable of performing remaining work. Length of service for the purpose of this article will be based on total City service in a regular classification or classifications. Employees laid off due to the above reasons will be given written notice at least thirty days prior to the reduction in force. A copy of such notice will be given to the Association.

Section 35. Agents

The number of Agent positions shall be governed by the August 12, 1981, Arbitration Award.

Section 36. Commute Incentives and Parking in Civic Center Garage

Commute Incentives-- Represented employees who qualify may voluntarily elect one of the following commute incentives:

Public Transit. The City will provide monthly Commuter Checks worth the value of:

- \$40 for employees traveling three or more zones on Caltrain;
- \$40 for employees using the Dumbarton Express, BART, the ACE train, or a commuter highway vehicle;
- \$35 for employees traveling less than three zones on Caltrain;
- \$35 for employees using VTA and other buses.

These vouchers may be used toward the purchase of a monthly transit pass.

Carpool. The City will provide carpool vouchers worth the value of \$30 per month to each eligible employee in a carpool with two or more people. These vouchers may be used at designated service stations toward the purchase of fuel and other vehicle-related expenses.

Vanpool Program. The City will provide Commuter Checks worth the value up to \$60 to each employee voluntarily participating in the Vanpool Program. These vouchers may be used toward payment of the monthly cost. Employees must fulfill the basic requirements of the Employee Commute Alternatives Program to qualify.

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Bicycle. The City will provide bicycle vouchers worth the value of \$20 per month to eligible employees who ride a bicycle to work. These vouchers may be used at designated bicycle shops for related bicycle equipment and expenses.

Walk. The City will provide walker vouchers worth the value of \$20 per month to eligible employees who walk to work. These vouchers may be used at designated stores for expenses related to walking such as footwear and related accessories.

Parking in the Civic Center Garage--Employees assigned to Civic Center and adjacent work locations will be provided with a Civic Center Garage parking permit. New employees hired after June 30, 1994 may initially receive a parking permit for another downtown lot, subject to the availability of space at the Civic Center Garage.

Section 37. Disciplinary Action and Unsatisfactory Work or Conduct

- (a) Except as provided in Section 6 (Probationary Period) of this agreement, no employee shall be disciplined without just cause. For the purpose of this section, "discipline" shall be deemed to include discharge, demotion, reduction in salary, written reprimand, disciplinary probation and suspension. Discipline shall be deemed not to include verbal reprimands or reductions in force.
- (b) Non-probationary employees whose work or conduct is unsatisfactory but not sufficiently deficient to warrant discipline, demotion, or discharge will be given a written notification of unsatisfactory work or conduct and an opportunity to improve. Failure to correct deficiencies and improve to meet standards may result in discipline, demotion or discharge.
- (c) Notice of disciplinary action must be in writing and served on the employee in person or by registered mail prior to the disciplinary action becoming effective. However, in extreme situations where there is reasonable cause, the employee may be removed from duty immediately with pay pending such disciplinary action. The notice must be filed on a timely basis with the Human Resources Department and included in the employee's personnel file. The notice of disciplinary action shall include:
 - (1) Statement of the nature of the disciplinary action;
 - (2) Effective date of the action;
 - (3) Statement of the cause thereof;

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- (4) Statement in ordinary and concise language of the art or the omissions upon which the causes are based;
 - (5) Copies of any documents or other items of evidence upon which the disciplinary action was fully or in part based;
 - (6) Statement advising the employee of his/her right to appeal from such action, and the right to Association representation.
- (d) If the disciplinary action consists of suspension, any suspension time previously given shall be credited to the final disciplinary action.
- (e) Subject to state law requirements, employees may request that disciplinary actions be sealed according to the following schedule:
- (1) Written reprimands with no recurrence after one (1) year.
 - (2) Disciplinary probation after three (3) years from the implementation of such probation, if no other disciplinary action has occurred during that period.
 - (3) Suspensions less than three (3) days without recurrence, after two (2) years.
 - (4) Suspensions more than three (3) days but less than six (6) days, after three (3) years.
 - (5) Suspensions of six (6) days or more, after five (5) years.

For the purpose of these sections, the time starts from the time of action following the Skelly process (day discipline is imposed).

Written requests for the sealing of disciplinary actions should be directed to the Personnel and Training Coordinator.

Sealing shall include all memos, letters, correspondence, complaint forms, and any other material pertaining to the disciplinary action that has been placed in the employee's personnel file.

Sealing shall not include the sealing of any material related to criminal offenses for which the employee was charged except in concurrence with the sealing or expungement of criminal

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charges by a court of competent jurisdiction or in the event of a complete exoneration of the employee by the judicial system.

The City Human Resources Department shall be notified in all cases where sealing of disciplinary action is taken. Human Resources Department copies of the disciplinary actions will be disposed of in a manner consistent with the Police Department's action.

The sealed action shall not be held to discriminate against the employee in any subsequent disciplinary action, or in the event of promotion, merit step raise, transfer, request for educational leave, modification of duties, vacation selection, application for other employment, or against any other action the employee may take for his or her personal improvement.

Once sealed, the file shall not be opened unless the employee requests such unsealing and then only for examination by the person or persons whom the employee specifies or at the discretion of the Chief of Police, who in the absence of a demonstrable emergency shall notify the employee a minimum of 48 hours before the opening of the sealed file and the reason for opening. In the event the employee cannot be notified in advance, notification must be made on the employee's first duty day after the sealed file is opened.

Section 38. Grievance Procedure

- (a) The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or Association grievances, as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.
- (b) **Definition.** A Grievance is:
 - (1) An unresolved complaint or dispute regarding the application or interpretation of Departmental rules, regulations, policies, and procedures, relating to terms conditions of employment, wages or fringe benefits; or this Memorandum of Agreement, .
 - (2) An appeal from a disciplinary action of any kind against an employee covered by this Memorandum of Agreement.

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(c) **Access to the Grievance Procedure.**

Except as provided in Section 6, Probationary Period, all employees represented by the Association may file and process a grievance. Such aggrieved employees may be represented by the Association or may represent themselves in preparing and presenting their grievance at any level of review. The Association may file a grievance when an Association right not directly related to an individual employee becomes subject to dispute.

(d) **Conduct of Grievance Procedure.**

- (1) The time limits specified in this Article may be extended by mutual agreement in writing of the aggrieved employee or the Association and the reviewer concerned.
- (2) Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- (3) The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.
- (4) If appropriate, the aggrieved employee or the Association and Management may mutually agree to waive any step of the grievance procedure.
- (5) Written grievances shall be submitted on forms provided by the City or on forms which are mutually agreeable to the City and the Association.
- (6) Any retroactivity on monetary grievances shall be limited to the date of occurrence, except in no case will retroactivity be granted prior to three months before the grievance was filed in writing.

Step I. The aggrieved employee will first attempt to resolve the grievance through informal discussions with his or her immediate supervisor by the end of the tenth working day following the discovery of or the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level. (Note: For purposes of time limits, the working days are considered to be Monday through Friday, exclusive of City holidays.)

Step II. If the grievance is not resolved through the informal discussion, the employee will reduce the grievance to writing and submit copies to the division head or equivalent level Management employee as designated by Management as appropriate within ten working days of the discussion with the immediate supervisor.

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The division head or equivalent level Management employee shall have ten working days from the receipt of a written grievance to review the matter and prepare a written statement.

Step III. If the grievance is not resolved at Step II, the aggrieved employee may appeal to his or her department head in writing within ten working days of the receipt of the division head's response.

The department head shall have ten working days from the receipt of a written grievance to review the matter and convey his or her decision by written statement.

Step IV. If the grievance is not resolved at Step III, the aggrieved employee may choose between final and binding resolution of the grievance through appeal to the City Manager or through appeal to final and binding grievance arbitration. Appeals to final and binding arbitration may be processed only with Association approval. All Step IV appeals must be filed in writing at the Human Resources Department Office within ten working days of receipt of the Step III response.

If the aggrieved employee elects final and binding resolution by the City Manager, the City Manager will choose the methods he or she considers appropriate to review and settle the grievance. The City Manager shall render a written decision to all parties directly involved within ten working days after receiving the employee's appeal.

If the aggrieved employee elects final and binding arbitration in accordance with this provision, the parties shall mutually select an arbitrator. In the event the parties cannot agree on an arbitrator, they shall mutually request a panel of five arbitrators from the California State Conciliation Service or from the American Arbitration Association if either party objects to the State Conciliation Service, and select an arbitrator by the alternate strike method.

The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Memorandum of Agreement and such Merit System Rules, regulations, policies, procedures, City ordinances, resolutions relating to terms or conditions of employment, wages or fringe benefits, as may hereafter be in effect in the City insofar as may be necessary to the determination of grievances appealed to the arbitrator. The arbitrator shall be without power to make any decision:

- (1) Regarding matters of interest.
- (2) Contrary to, or inconsistent with or modifying in any way, the terms of this Memorandum of Agreement.

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(3) Granting any wage increases or decreases.

The arbitrator shall be without authority to require the City to delegate or relinquish any powers which by State law or City Charter the City cannot delegate or relinquish. Where either party seeks arbitration and the other party claims the matter is not subject to the arbitration provisions of this Memorandum of Agreement, the issue of arbitrability shall first be decided by the arbitrator using the standards and criteria set forth in this section and without regard to the merits of the grievance. If the issue is held to be arbitrable, the arbitration proceedings will be recessed for up to five working days during which the parties shall attempt to resolve the grievance. If no resolution is reached, the arbitrator will resume the hearing and hear and resolve the issue on the merits.

Copies of the arbitrator's decision shall be submitted to the City, the aggrieved employee and the Union. All direct costs emanating from the arbitration procedure shall be shared equally by the City and the aggrieved employee or the Association.

Section 39. Bulletin Boards and Telephones

The Association shall have access to existing bulletin boards in Unit employee work areas and to the City e-mail and voice mail systems for the purpose of posting notices or announcements including notices of social events, recreational events, membership meetings, results of elections and reports on minutes of Association meetings. Any other material must have prior approval of the Police Chief. Action on approval will be taken within 24 hours of submission. Emails sent for Association business shall be copied to the Human Resources Director at distribution.

City telephones may be used for Association business so long as there is no disruption of work and all toll or message unit calls are charged to the Association credit card.

Section 40. Access to Association Representatives

Representatives of the Association are authorized access to City work locations for the purpose of conducting business within the scope of representation, provided that no disruption of work is involved and the business transacted is other than recruiting of members or collecting of dues, and the representative must notify the Human Resources Department office prior to entering the work location.

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Section 41. Meeting Places

The Association shall have the right to reserve City meeting and conference rooms for use during non-working hours. Such meeting places will be made available in conformity with City's regulations and subject to the limitations of prior commitment.

Section 42. Voluntary Leave Program:

- (a) The City of Palo Alto has established a Peace Officer Voluntary Leave Program to provide members of the Palo Alto Peace Officers' Association, Incorporated (hereafter referred to as "PAPOA") the opportunity to donate their accrued vacation time to assist fellow members of PAPOA either due to: (a) an employee's own verifiable non-industrial catastrophic illness or injury (as defined herein) or (b) in order to care for a member of the employee's immediate family (spouse, child, parent or registered domestic partner suffering from a verifiable catastrophic illness or injury) and have exhausted or will presently exhaust all of their paid leave.

In order to be eligible to receive donated leave, an employee must have a catastrophic illness or injury or an employee's immediate family member must have a catastrophic illness or injury that requires the employee to provide full-time care for this family member. Care will be taken to emphasize the voluntary nature of the plan and to insure confidentiality of employee participants and medical conditions (where applicable).

A Police Officer Voluntary Leave Sharing Program has been established to accept donations of vacation in accordance with the Program's guidelines. All donations shall be:

1. Voluntary
2. Irrevocable
3. Confidential, unless disclosure is required by law
4. In whole hour increments of at least (4) hours, with hours donated being converted to donee hours based on the donee's salary rate (so that there will be no cost to the City due to salary differential)
5. The employee shall be required to exhaust all other types of leave to request donated leave
6. It is understood that employees seeking or receiving leave under this program will apply for long-term disability benefits for which they may be eligible
7. Where any of the period during which an employee receives donated leave is designated as family leave under the California Family Rights Act (CFRA) or Family Medical Leave Act (FMLA), the employee will be eligible for continuation of medical and

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other available benefits during that family leave period (for up to 12 weeks), in accordance with the requirements of those laws. If the employee receiving donated leave is not eligible for CFRA/FMLA benefit continuation, or after the employee has exhausted the available CFRA/FMLA leave period, the employee will need to pay the premiums for continued medical and other available benefits if the employee chooses to continue such coverages through the City.

8. If the donation request is based on the need for an employee to care for an immediate family member, as defined above, the family member must require full-time care by the employee. Certification of this requirement by a health care professional is required.
9. The maximum donated time a donee may receive is 12 months (if available).
10. Applications to donate leave or receive leave under this Program are made to the Human Resources Department.
11. This is a pilot program and is subject to cancellation by either party.

PAPOA members interested in donating leave or in applying to receive donated leave shall complete forms provided by the Human Resources Department. If an applicant for leave is found to meet the criteria set forth herein, Human Resources will determine the availability of and (as applicable) allocation of donated paid leave. Payroll will be notified in writing of the number of hours to be deducted from each donating employee's vacation balance and transferred to the donee employee(s).

- (b) The City reserves the right to modify or terminate this program at any time.
- (c) Catastrophic Illness or Injury (also referred to as "medical emergency" in Revenue Ruling 90-29 and Sections 801(c) and 812 of the Merit Rules and Regulations): A non-occupational medical condition of an employee that will require the prolonged absence of the employee from duty and which will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the Voluntary Employee Leave Sharing Program. Non-disability postpartum leave as referenced in Merit Rule 801(b) shall not be considered a catastrophic illness or injury under this policy.
- (d) Nothing in this section precludes an Association member from utilizing or participating in the City's Voluntary Employee Leave Sharing Program.

Section 43. Utilization of Reserves for Field Services Division Events

- (a) Management will determine staffing levels for each event.

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- (b) Events for which the department receives reimbursement will be staffed by regular officers, except that in the event a sufficient number of regular officers are unavailable, reserve officers may be used.
- (c) Reserves may be used for the May Day Parade, Stanford University or NFL football games, park patrol, Black and White Ball, and supplemental patrol staffing in excess of levels set forth in the Field Services Staffing Levels general order.
- (d) Events, for which the department does not receive reimbursement, may be staffed in the ratio of two reserve officers to one regular officer. Reserves may be used in any situation where an insufficient number of regular officers are available.
- (e) Staffing for the University Avenue Street Fair will consist of no less than a 1:1 ratio of regular officers to reserve officers.

Section 44. Overtime Meals for Investigative Services Division

Effective July 1, 1996, for ISD personnel who are working authorized investigative overtime extending for a period either four hours after the conclusion of their normal work shift, or four hours prior to the beginning of the normal work shift, shall be entitled to reimbursement for the appropriate meal at the City per diem rate. The meal reimbursement shall also apply for any authorized investigative overtime on a weekend or holiday in excess of four hours.

Section 45. Hiring Incentives

Qualified lateral officers, who have a current basic or higher POST certificate, hired during the term of this agreement may upon City Manager approval:

- (a) Accrue vacation leave at a beginning rate equal to the rate they were earning at their previous employer, subject to a maximum of 160 hours per year with progression to higher accrual rates as provided in Section 27, Vacation Accrual; and
- (b) Begin their employment with the City with a sick leave balance not to exceed 96 hours.
- (c) Receive a hiring incentive. Any future hiring incentive program will be discussed with the Association prior to implementation and the Department will reasonably consider any recommendations from the Association regarding internal referral programs to be utilized in conjunction with that program.

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- (d) Laterals returning to the Palo Alto Police Department must have been separated from the City for a minimum of 2 years to be eligible for this incentive program.
- (e) Based on years of service, level of experience, and educational achievement, experienced lateral officers may receive a starting salary at any appropriate level within the “Police Officer” classification as deemed appropriate by the City Manager on recommendation of the Chief of Police.

Section 46. Full Understanding

- (a) The Memorandum of Agreement contains the full and entire understanding of the parties regarding the matters set forth herein.
- (b) It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this Memorandum of Agreement be administered and observed in good faith.
- (c) Nothing in this agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement.
- (d) Should any of the provisions herein contained be rendered or declared invalid by reason of any existing State or Federal legislation or by reason of State Supreme Court or U. S. Supreme Court ruling, such invalidation of such part or portion of this Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.
- (e) Prior Agreements & Side Letters: Upon Implementation of this agreement, all prior agreements and side letters become null and void. In any instance where internal department policies and/or practices are in conflict with this agreement, this agreement shall take precedence.
- (f) During the term of this Memorandum of Agreement, Management may propose certain changes in the City Merit System Rules and regulations. With regard to such changes which pertain to the representation unit, the parties agree to review, and upon request, meet and confer regarding the changes.

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Section 47. Printed Agreement

The City will provide copies of the Memorandum of Agreement resulting from these negotiations in booklet form to all represented employees.

Section 48. Duration


Except as expressly and specifically provided otherwise herein for the retroactive application of a specific provision(s), this Memorandum of Agreement shall become effective upon ratification by both parties hereto and remain in effect through June 30, 2025.


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EXECUTED:

FOR:
PALO ALTO PEACE OFFICERS'
ASSOCIATION

FOR:
CITY OF PALO ALTO

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Ken Kratt

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Ed Shikada, City Manager

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Christopher Correia

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Sandra Blanch, Human Resources Director


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Joel Hornung

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Tori Anthony, Manager Employee and Labor Relations

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Joshua Salkeld

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Charles Sakai, Counsel
Sloan Sakai Yeung & Wong, LLP


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Alex Afanasiev

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Andrew Binder, Chief of Police

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Peter Hoffmann, Rains Lucia Stern, PC

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Maria Patino, Senior Human Resources Administrator

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Updated Salary schedule to be added