

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

JULY 1, 2017 THROUGH JUNE 30, 2020

Final mark-ups 5/30/2017

City Council Approved June 13, 2017

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MEMORANDUM OF UNDERSTANDING
Between the
CITY OF LOS ALTOS
and the
LOS ALTOS PEACE OFFICERS' ASSOCIATION
JULY 1, 2017 - JUNE 30, 2020

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

SECTION 1. PARTIES TO THE AGREEMENT

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

SECTION 2. RECOGNITION

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

SECTION 3. AUTHORIZED AGENTS

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

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

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

SECTION 4. MANAGEMENT RIGHTS

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

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

SECTION 5. ASSOCIATION RIGHTS

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

SECTION 6. ASSOCIATION SECURITY

- 6.1 DUES DEDUCTION: Payroll deductions for membership dues shall be granted by the City to the Association. The following procedures shall be observed in the withholding of employee earnings:
- a. Payroll deductions shall be for a specified amount and shall not include fines. Dues deductions shall be made only upon the employee's signed written authorization on a payroll deduction request form approved by the City.
 - b. Employees who have elected not to join or participate in activities of the Association shall not be required to pay dues to the Association.
 - c. Amounts deducted and withheld by the City shall be transmitted to the employee designated in writing by the Association as the person authorized to receive such funds, at the address specified.
 - d. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction.
 - e. The Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.
 - f. The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Section.
- 6.2 COMMUNICATION WITH EMPLOYEES: The Association shall be allowed use of available bulletin board space as determined by the City Manager or his/her duly authorized representative. Said bulletin board shall be used to notify employees of

matters pertaining to official Association business and shall not contain any derogatory, defamatory, or inflammatory statements concerning the City or City personnel, nor any materials which impair the operation of the City.

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

- 6.3 TIME OFF FOR MEETING AND CONFERRING: The City agrees to provide reasonable time off for up to four (4) individuals who will serve as the Association representatives for the purposes of meeting and conferring. Said time off is provided so long as staffing is available, it does not interfere with the efficiency, safety and security of City operations and advance authorization is obtained from the City Manager or his/her duly authorized representative. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s).
- 6.4 ADVANCED NOTICE: Except in cases of emergency, reasonable advance written notice shall be given to the Association if it is affected by any new or proposed change to any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department. The Association shall be given the opportunity to meet and confer with designated City representatives prior to the adoption or implementation of said new or proposed change only as they pertain to the items directly relating to matters within the scope of representation and not those matters outside the scope of representation such as, but not limited to, those reserved by the City in Section 4 Management Rights.

SECTION 7. NO DISCRIMINATION

- 7.1 DISCRIMINATION: The City and Association agree that no person covered by this agreement hereto shall be discriminated against because of race, religious creed, political affiliation, color, national origin, ancestry, union activity, disability, marital status, sex, age, or sexual orientation, unless such factor is a bona fide occupational qualification or such action is required to comply with Federal or State law.
- 7.2 RIGHT OF EMPLOYEES: The City and the Association agree that employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, or not to form, join, or participate. Employees shall not be discriminated against because of their exercise of these rights.
- 7.3 REPRESENTATION: The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

SECTION 8. LIGHT DUTY

- 8.1 POLICY STATEMENT: It is the policy of the Los Altos Police Department that light duty or modified work assignments may be assigned on a temporary and limited basis only, at the discretion of the City Manager or his/her duly authorized representative.

Each request for light duty or modified work assignment, whether initiated by management or by the individual involved will be evaluated on a case-by-case basis.

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

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

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

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

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

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

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

SECTION 9. SALARY

- 9.1 COMPENSATION DATA: The parties acknowledge that all items within the scope of representation are subject to renegotiation at the expiration of this Memorandum of

Understanding. Prior to the commencement of negotiations for a new agreement, the City will continue the practice of gathering total compensation data.

- 9.2 SALARY INCREASE FOR 2017/2018: Effective the first full pay period in July 2017, base salaries of all represented classifications shall be increased by seven percent (7%).
- 9.3 SALARY INCREASE FOR 2018/2019: Effective the first full pay period in July 2018, base salaries of all represented classifications shall be increased by three and one-half percent (3.5%).
- 9.4 SALARY INCREASE FOR 2019/2020: Effective the first full pay period in July 2019, base salaries of all represented classifications shall be increased by three and one-half percent (3.5%).
- 9.5 Salary schedules for all represented classifications during the term of this Agreement are listed in Appendix A.

SECTION 10. SPECIALTY PAY

- 10.1 The City will provide a five percent (5%) Specialty Pay for unit employees assigned to the following positions:
 - a. Administrative Training Officer
 - b. SCCSET - Santa Clara County Special Enforcement Team
 - c. School Resource Officer
 - d. RATTF - Regional Auto Theft Task Force

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

- 10.2 The City will provide five percent (5%) Specialty Pay for unit employees assigned to the following positions:
 - a. Canine assignment
 - b. Motorcycle assignment
 - c. Detectives
- 10.3 Effective the first full pay period in July 2018, members who have completed the Crisis Intervention Training Program (CIT) will receive specialty pay in the amount of one percent (1%) of base pay.

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

SECTION 11. CAREER INCENTIVE PAY

All full-time unit employees possessing a Peace Officer Standards and Training (POST) Intermediate Certificate shall receive five percent (5%) of their base pay. All unit employees possessing the

Advanced POST Certificate or the equivalent amount of education and experience shall receive two and one-half percent (2.5%) of their base pay bi-weekly. This two and one-half (2.5%), which shall be in addition to the five percent (5%) specified above.

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

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

SECTION 12. BILINGUAL PAY

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

SECTION 13. HOSTAGE, TACTICAL, SWAT TEAM PARTICIPATION

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

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

SECTION 14. ACTING CAPTAIN OR POLICE SERVICES MANAGER

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

SECTION 15 ACTING OUT OF CLASS PAY

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

SECTION 16. HOLIDAY PAY

16.1 AUTHORIZED HOLIDAYS: The holidays to be observed for eligible employees in this City are as follows:

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

Holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday.

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

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

16.2 SHIFT EMPLOYEES: Full-time shift employees who do not receive holidays off shall receive holiday in lieu of pay. This pay shall be based on five percent (5%) of the employee's base salary. Unit employees receiving specialty pay are not eligible for holiday pay.

SECTION 17. HOURS OF WORK AND OVERTIME

17.1 FLSA (Fair Labor Standard Act) WORK PERIOD ALL UNIT EMPLOYEES: The established FLSA work period for all sworn unit employees shall be twenty-eight (28) consecutive days. The established FLSA work period for all miscellaneous unit employees shall be seven (7) consecutive workdays.

17.2 CONTRACT OVERTIME FOR 8-HOUR SHIFT EMPLOYEES: Unit employees assigned to work an eight (8) hour shift shall receive 1.5 rate overtime compensation for all hours worked in excess of eight (8) hours per workday and any work performed outside of his/her regularly scheduled shift.

17.3 CONTRACT OVERTIME FOR 9-HOUR SHIFT EMPLOYEES: Unit employees assigned to work a nine (9) hour shift will work one eight (8) hour day per pay period

and shall receive 1.5 rate overtime compensation for all hours worked in excess of their regularly scheduled workday.

- 17.4 CONTRACT OVERTIME FOR 10-HOUR SHIFT EMPLOYEES: Unit employees assigned to work a ten (10) hour shift shall receive 1.5 rate overtime compensation for all hours worked in excess of ten (10) hours per workday and any work performed outside of his/her regularly scheduled shift.
- 17.5 CONTRACT OVERTIME FOR 12-HOUR SHIFT EMPLOYEES: Unit employees assigned to work a twelve (12) hour shift shall receive 1.5 rate overtime compensation for all hours worked in excess of their regularly schedule workday.

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

- 17.6 CANINE UNIT EMPLOYEES: Unit employees assigned as canine handlers will be assigned to work a ten (10) or twelve (12) hour shift; however, one hour per workday will be allowed for grooming and maintenance of the canine and will be considered on duty time. Duty time worked by the canine handler in excess of the assigned shift shall be compensated at the 1.5 rate.
- 17.7 OVERTIME COMPENSATION: Contract overtime compensation shall be in the form of 1.5 times (1.5 rate) the employee's regular rate of pay. In cases where the Department requires overtime for shift fills or special events, all represented employees shall be compensated 1.5 times that employee's regular rate of pay.

Employees shall be allowed to accrue up to one hundred and twenty (120) hours of compensatory time off in lieu of paid overtime subject to the approval of the Chief of Police. Effective the last pay period in November, all accrued compensatory time hours above one hundred (100) hours will be cashed out and payment of cashed out hours will be made on the first pay period in December. In addition, the employee may elect to cash out additional accrued compensatory hours. Compensatory time payment shall be in a separate check. All compensated time off shall be considered time worked for overtime compensation purposes.

- 17.8 FAIR LABOR STANDARDS ACT: Overtime shall be calculated by taking the bi-weekly salary, adding compensation as defined by the Fair Labor Standards Act, and dividing that figure by eighty (80) to determine the hourly rate.
- 17.9 CONSECUTIVE SHIFTS: An employee who works their shift or overtime hours after their shift, will receive a minimum of eight (8) hours of time off before returning to duty or other required work assignments (required training, court etc.). In any event, an employee shall not be required to work more than sixteen (16) consecutive hours.

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

These provisions do not apply to voluntary overtime, special events or voluntary training. Also exempt are traffic court appearance or work assignments under four (4) hours. Rule can be waived if mutually agreeable to employee and supervisor.

Exceptions to the above are:

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

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

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

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

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

- 17.12 COURT OVERTIME: An employee who has completed his/her scheduled work shift and is subsequently called back to work for court, shall be compensated for the actual hours worked or four (4) hours, whichever is greater, at a rate of time and one half (1.5) the employee's base rate of pay.

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

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

Actual hours worked shall include court preparation time, travel time from the department to court and back to the department and any break in the court session, including but not limited to lunch periods. All court overtime will terminate when normally scheduled work periods begin.

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

- 17.13 COURT STANDBY: Employees who are not on-duty and who are placed on an approved telephone standby for a court/hearing appearance shall be compensated with a minimum/maximum of two (2) hours at a rate of time and one half (1.5) the employee's base rate of pay.

If an employee is allowed telephone standby and then instructed to appear, and the appearance is consecutive to the standby, the employee's overtime shall commence at the time at which standby began.

If an employee is allowed telephone standby and then instructed to appear, and the appearance is nonconsecutive to the standby, the employee shall be eligible for both standby and appearance overtime. However, no employee shall be entitled to more than one two (2) hour standby compensation per 24-hour period.

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

- 17.15 TRAINING/TRAVEL COMPENSATION: All training must be approved by the Police Administration

- a. Training deemed "Mandated" by the Police Administration will be handled as follows:

1. The employees' work schedule may be adjusted to minimize the amount of overtime incurred, however, if any adjustment that still results in the need for overtime (e.g., to backfill on a shift that had to be flexed off), the employee whose shift has been adjusted will have the right of first refusal to the overtime assignment. Any overtime for training must be approved by the Police Administration prior to attending the training.
 2. Mileage and all other payments, reimbursements and/or advances will be in accordance with the City of Los Altos Administration Instruction, Travel and Expense Policy. If the employee travels on a non-work day, pay will be at the overtime rate for actual travel time from employee's home to the travel destination. Mileage will be reimbursed according to actual miles travelled from employee's home to training site.
 3. Exceptions to the above are mandated monthly SWAT training and annual Continuous Professional Training (CPT). All costs associated with these events will be reviewed and approved by the Police Administration prior to the training.
 4. When attending mandatory training, unit member shall be compensated for actual travel time to and from the training location beyond his/her normal commute as hours worked. In addition, because the unit member is deemed on duty, the lunch break period during mandated training shall apply as hours worked. Any overtime for training must be approved by Police Administration prior to attending the training.
- b. Training deemed "Discretionary" by the Police Administration will be handled as follows:
1. No overtime will be granted for attending "Discretionary" training, except as approved by the Chief of Police.
 2. The employees work schedule may be adjusted to attend the training.
 3. If approved by the Police Administration, registration fees will be fully paid directly by the City by check or credit card.
 4. All other costs including but not limited to; travel, mileage, lodging, meals, tolls, parking fees, taxis, public transportation are the responsibility of the employee and are not reimbursable.
 5. If available and approved by the Police Administration, a City vehicle may be used to attend the training.
- c. "Day for a Day"

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

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

SECTION 18. CALL BACK COMPENSATION

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

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

SECTION 19. VACATIONS

- 19.1 VACATION ALLOWANCE: Regular full-time employees shall be entitled to accumulate vacation time in accordance with the following schedule:

Years of Continuous Service	Hours of Annual Vacation Accrued
First 4 years	80 hours (10 days)
At the beginning of the 5th year	120 hours (15 days)
At the beginning of the 6th year	128 hours (16 days)
At the beginning of the 8th year	136 hours (17 days)
At the beginning of the 10th year	144 hours (18 days)
At the beginning of the 12th year	152 hours (19 days)
At the beginning of the 14th year	160 hours (20 days)
At the beginning of the 20th year	180 hours (22.5 days)

Vacation accrual changes will begin the first of the pay period following when the anniversary date occurs.

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

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

SECTION 20. UNIFORM ALLOWANCE

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

SECTION 21. SICK LEAVE PAY OUT

Full-time unit employees shall continue to receive sick leave pay out at separation of employment pursuant to the City Personnel Rules for the term of this Agreement.

SECTION 22. PERFECT ATTENDANCE DAY PAY OUT

Full-time employees, due perfect attendance day payouts shall receive payments once per year, in December.

SECTION 23. DEFERRED COMPENSATION

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

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

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

SECTION 24. HEALTH AND MEDICAL BENEFITS

24.1 MEDICAL PLAN:

- a. The City will continue the unequal employer cafeteria or optional benefit plans contribution method and will make the minimum medical contribution allowed under State and PERS law for active employees and retirees.
- b. The retiree contribution will increase annually consistent with CalPERS and statutory requirements for each CalPERS contract year until such time as the

employer contribution for retirees equals the employer contribution paid for active employees.

- c. The current required employee contribution will remain at the minimum contribution so long as allowed by State law or PERS, unless the provision stipulating the contribution is changed, in which case the City retains the option to discontinue the program.
- d. The City's monthly contribution to the active employees account will be limited to the tier at which the employee participates (employee, employee plus one, family). The City's contribution shall be an amount equal to the premium payment of the appropriate tier shown below minus the contribution referenced in subparagraph 24.1a
- e. Effective January 2017
 - 1. City will pay the full cost of employee only coverage in the least expensive plan.
 - 2. City will provide an additional 7.5% above the 2016 contribution towards medical premiums for employee plus one coverage, or \$1,702.00 so long as the City's premium contribution does not exceed the cost of the premium for the least expensive plan.
 - 3. City will provide an additional 7.5% above the 2016 contribution towards medical premiums for family coverage, so long as the City's premium contribution does not exceed the cost of the premium for the least expensive plan. The City will contribute a maximum of \$2,033.00.
- f. Effective January 2018 and each calendar year thereafter, the City will pay the full cost of monthly plan premiums at the tier at which the employee participates (employee, employee plus one, family), not to exceed the Kaiser Bay Area monthly plan premium.

Contribution Summary Level of Coverage for:

Employee	Employee Plus One	Family
<u>2018 Contribution</u>	<u>2019 Contribution</u>	<u>2020 Contribution</u>
Contribution equal to the Kaiser Plan	Contribution equal to the Kaiser Plan	Contribution equal to the Kaiser Plan

- g. The City will be responsible for paying the PERS health care administrative fees and the cafeteria plan administrative fees.
- h. The City will continue to maintain the right to select or change medical plans or providers, and also to modify, the medical plans so long as the level of benefits shall remain substantially the same.

- i. The City will continue the practice of paying the January premium in December at the increased premium rate.

- 24.2. DENTAL AND VISION BENEFITS: The Dental and Vision Plan years begin January 1 and end December 31 of each calendar year. Effective January 1, 2017, employees are reimbursed up to \$1,756.00 and their dependents up to \$1,170.00 each per dental and vision plan year. This amount is adjusted annually based on the annual CPI not to exceed 3% per Resolution 2008-45.

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

- 24.3 PEMHCA COMPLIANCE REVIEW: If, during the term of this agreement, the City determines it necessary to revise the language of this section to comply with the requirements CalPERS Medical benefits language established by CalPERS statutory and regulatory provisions, the City will provide the Association with advance written notice such changes and, upon request, will meet with Association representatives to discuss the impacts of such changes, if any, upon existing terms and conditions of employment. Any changes arising from the City's PEMHCA Compliance Review will be limited to bringing the City into compliance with the PEMHCA, and in no event, will any changes result in any reduction in compensation provided in this agreement.

SECTION 25. LIFE INSURANCE

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

SECTION 26. RETIREMENT

- 26.1 PERS 3% AT AGE 50 RETIREMENT PLAN: The City shall continue to provide the PERS 3% at age fifty (50) retirement plan for unit safety employees hired prior to December 31, 2011.
- 26.2 PRE-1987 SAFETY EMPLOYEES: For unit safety employees employed prior to November 1, 1987, the retirement plan shall continue to include:
 - a. Single highest year
 - b. Military service credit
 - c. 57 and 59 survivors benefits
 - d. Credit for unused sick leave

- 26.3 POST-1987 SAFETY EMPLOYEES: For unit safety employees employed on or after November 1, 1987 through December 31, 2011, the retirement plan shall continue to include:
- a. Single highest year
 - b. 57 and 59 survivors benefits
 - c. Credit for unused sick leave
- 26.4 TWO-TIER RETIREMENT SYSTEM; SAFETY: For sworn unit safety employees hired on or after January 1, 2012, the City will provide the PERS 3.0% at age fifty-five (55) retirement plan for safety employees with retirement formula of three (3) years of highest compensation. For employees hired on or after January 1, 2012, said employee will pay the cost of the PERS safety employee's contribution to maintain such benefit.
- 26.5 COMMUNITY SERVICE AND COMMUNICATION OFFICERS: The City shall continue to provide the current retirement benefits as administered by the Public Employees Retirement System (PERS) providing for retirement benefits of two point seven percent at age fifty-five (2.7% at 55) for miscellaneous employees hired through June 30, 2011. The benefits currently provided are:
- a. Single highest year compensation
 - b. Sick leave credit
 - c. 3rd Level 1959 Survivor
 - d. Military Service Credit
- 26.6 TWO-TIER RETIREMENT SYSTEM; MISCELLANEOUS: For miscellaneous employees hired on or after July 1, 2011, the City will provide the PERS 2.0% at age sixty (60) retirement plan for miscellaneous employees with retirement formula of three (3) years of highest compensation. Employees hired on or after July 1, 2011, said employees will pay the cost of the PERS miscellaneous employee's contribution to maintain such benefit.
- 26.7 PEPRA RETIREMENT SYSTEM: For "New Member" employees hired on or after January 1, 2013, the City will provide the PERS 2.0% at age sixty-two (62) retirement plan for miscellaneous members and PERS 2.7% at age fifty-seven (57) retirement plan for sworn safety employees. The City will make the employers retirement contributions as required under provisions of the PEPRA retirement law and any subsequent amendments thereto.
- 26.8 EMPLOYEE CONTRIBUTION TO PERS PENSION RETIREMENT SYSTEM – NON-TIER TWO OR PEPRA EMPLOYEES: Effective the first full pay period in July 2014, safety and miscellaneous employees are paying three percent (3%) and will pay an additional two percent (2%) of their respective PERS employee rate currently paid by the employer and an additional two percent (2%) effective the first full pay period in July 1, 2015. Sworn members will pay an additional two percent (2%) effective the first full pay period in July 1, 2016 for a total of nine percent (9%) of the PERS employee contribution during the term of this Agreement. Miscellaneous members will pay an additional one percent (1%) effective the first full pay period in July 1, 2016 for a total of eight percent (8%) of the PERS employee contribution during the term of this Agreement.

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

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

SECTION 27. NO STRIKE

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

SECTION 28. EMPLOYEE ASSISTANCE PLAN

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

SECTION 29. TUITION REIMBURSEMENT PROGRAM

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

SECTION 30. SICK LEAVE

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

SECTION 31. BEREAVEMENT AND OTHER LEAVES

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

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

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

SECTION 32. FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

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

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

SECTION 33. SAVINGS PROVISION

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

SECTION 34. TERM


This Memorandum of Understanding represents the entire agreement between the City and Association on the subjects contained herein and shall become in full force and effect on July 1, 2017 and shall continue in full force and effect until midnight June 30, 2020.

The Association shall provide the City with its proposals for the period beginning July 1, 2020, no later than March 1, 2020.


Los Altos Peace Officers' Association




Brian Jeffrey, LAPOA President



Cameron Shearer, LAPOA Negotiator



Tracie Davis, LAPOA Negotiator

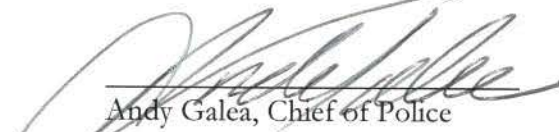


Peter Hoffmann,
Rains Lucia Stern St. Phalle & Silver, PC

City of Los Altos




Christopher Jordan, City Manager



Andy Galea, Chief of Police



J. Logan, Assistant City Manager



Jon Maginot, City Clerk /
Assistant to the City Manager

APPENDIX A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Violation of sick leave provisions will result in disciplinary action.

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

1. Employee works 20 years.
2. $20 \text{ years} \times 12 \text{ months per year} = 240 \text{ months of service}$.
3. 240 months of service and employee must have 75% perfect attendance during all time served in employment or, in this example, $240 \times .75 = 180$ months of perfect attendance is necessary to qualify for perfect attendance sick leave payout.
4. Calculate number of months of all time served in employment "x" rate of sick leave payout.
 - a. Example in this case is 240 months qualifies for rate of payout of "After 15 Years" which equals \$17.58.
5. Final calculation for payout is:
 $240 \text{ months} \times \$17.58 = \$4,219.20$ dollars for perfect attendance sick leave payout.