



EARLY RELEASE OF STAFF REPORT FOR THE AUGUST 20, 2013, CITY COUNCIL MEETING

**The following staff report is being released in advance
of the normal Council packet distribution:**

Consider Approval of the Terms of an Agreement between the City of Menlo Park and the Menlo Park Police Sergeants' Association ([Staff Report #113-137](#))

**THE NEXT REGULAR CITY COUNCIL MEETING IS
August 20, 2013**

This Notice is posted in Accordance with Government Code Section 54954.2(a) or Section 54956.
(Date Posted: 08/06/13)

To check for updates or the final agenda for a particular meeting, please call the City Manager's Office (650) 330-6610 or the City Clerk at (650) 330-6620. Final agendas and staff reports are available online at [Menlo Park - City Council](#) as of 5:30 p.m. the Thursday preceding the meeting.



ADMINISTRATIVE SERVICES DEPARTMENT

Council Meeting Date: August 20, 2013
Staff Report #: 13-137

Agenda Item #: TBD

REGULAR BUSINESS: **Consider Approval of the Terms of an Agreement between the City of Menlo Park and the Menlo Park Police Sergeants' Association**

RECOMMENDATION

Adopt a resolution to approve the terms of a collective bargaining agreement between the City of Menlo Park and the Menlo Park Police Sergeants' Association (PSA), and authorizing the City Manager to execute a Memorandum of Understanding (MOU) with a term of July 1, 2013 through June 30, 2014.

BACKGROUND

On April 2, 2013, in accordance with Council's Public Input and Outreach Regarding Labor Negotiations policy, a staff report was placed on the Council agenda providing an opportunity for public comment prior to the commencement of labor negotiations. The staff report provided a summary of background information related to labor negotiations, a summary of bargaining unit information, personnel cost information, and the methodology used to determine a competitive and appropriate compensation package.

At the request of City Council, a special meeting was held to provide a second opportunity for public input and comment on April 23, 2013.

The Menlo Park Police Department staff includes eight supervising sergeants represented by the Police Sergeants' Association (PSA). The City's and the PSA's negotiation teams commenced negotiations on April 25, 2013. The parties met approximately eight times and reached a Tentative Agreement (TA) on July 23, 2013. The PSA notified the City that the TA was ratified by the membership on July 29, 2013.

ANALYSIS

A complete copy of the Tentative Agreement is attached. The Tentative Agreement is on a full MOU, between the City and PSA. The following is a summary of key provisions and/or changes from the previous MOU.

Term	One year, July 1, 2013- June 30, 2014
General Leave Cashout	Incorporation into the MOU of a previously agreed upon side letter regarding changes to the General Leave Cashout program.
Dental Insurance	Clarification of existing language regarding the reimbursement of dental expenditures in accordance with the City's self-insured dental plan.
Retirement	<p>Incorporation of State mandated pension reforms under the Public Employees' Pension Reform Act (PEPRA).</p> <p>Effective as soon as practicable and after July 1, 2013, the employee three percent (3.00%) contribution toward the employer's contribution to the Public Employees' Retirement System (PERS) shall be taken as a pre-tax deduction from the employees' paycheck each payroll period. The City and PSA agree that the three percent (3%) will continue past the expiration of the MOU. If for any reason the City is precluded from making the three percent (3%) deduction or the deduction cannot be made on a pre-tax basis, the parties agree to meet and confer regarding ways to cure the defect.</p>
Labor Management Committee	Effective for the term of this agreement, the City and PSA agree to the establishment of a Labor Management Committee (LMC) to serve as an advisory committee and to facilitate employee education and involvement in issues regarding CalPERS retirement benefits, including but not limited to, potential future cost increases and the impacts of said cost increases to the financial stability of the City. The LMC shall meet regularly and not less than once per quarter.
Grievance Procedure	Revisions to clarify and streamline the existing grievance procedures utilized to resolve disputes over alleged violations, misinterpretations or misapplications of the MOU or policy/procedure manuals affecting the working conditions of Sergeants.
Discipline Appeals	New section bifurcating the existing discipline appeal process from the grievance procedure and amending the process by which an arbitrator is selected to include the option that either party may request the Superior Court of the County of San Mateo to appoint an arbitrator who shall be a retired judge of the Superior Court to serve as the arbitrator.

**Agreement
Conditions**

This Memorandum of Understanding sets forth a full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, understandings and agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.

No practice or benefit provided by this Memorandum of Understanding shall be modified without the mutual agreement of the City and PSA.

**Employee
Recognition
Program**

Establishment of a new Employee Recognition Program which utilizes an employee driven process to recognize and reward exemplary employee performance.

IMPACT ON CITY RESOURCES

This Tentative Agreement does not result in any direct financial impact to the City in the 2013-2014 fiscal year.

POLICY ISSUES

This recommendation aligns with the City's goals to continue fiscal prudence and strategic planning for potential increased costs for employee retirement benefits.

ENVIRONMENTAL REVIEW

No environmental review is required.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

- A. Tentative Agreement 2013-2014 City/PSA Successor Memorandum of Understanding

Report prepared by:
Gina Donnelly
Human Resources Director

**CITY OF MENLO PARK
AND
MENLO PARK POLICE SERGEANTS' ASSOCIATION
TENTATIVE AGREEMENT**

This Agreement is on an overall settlement on the terms of a successor Memorandum of Understanding between the City of Menlo Park ("City") and Menlo Park Police Sergeants' Association ("PSA").

This Agreement is considered tentative and shall not be considered final or binding until ratified by the PSA Membership and approved by City Council.

This document sets forth the full agreements of the parties reached during these negotiations. Anything that is not included in this Agreement is not part of the Tentative Agreement.

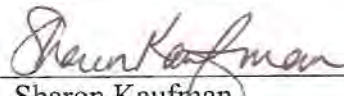
The parties understand that in the event either party rejects this Agreement, each party reserves the right to modify, amend and/or add proposals.

FOR THE CITY:


FOR THE PSA:


Gina Donnelly
Human Resources Director

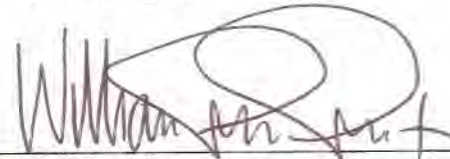
07/25/13
Date


Sharon Kaufman
PSA President


7-23-13
Date


Charles Sakai
Labor Consultant


7/23/13
Date


William Dixon
PSA Team Member

JULY 23, 2013
Date


Eric Cowans
PSA Team Member

7-23-13
Date


Matthew Bacon
PSA Negotiator

7-23-13
Date

**CITY OF MENLO PARK
AND
MENLO PARK POLICE SERGEANTS' ASSOCIATION
TENTATIVE AGREEMENT**

Term

- Please see attached.

General Leave Cashout

- Please see attached.

Leave Provisions

- Please see attached.

Article 5

- Please see attached.

Dental Insurance

- Please see attached.

Retirement Programs

- Please see attached.

Discipline Appeals

- Please see attached.

Labor Management Committee

- Please see attached.

Full Understanding, Modification and Waiver

- Please see attached.

Various language clean-up/corrections

- Please see attached.

Employee Recognition Program

- Please see attached.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MENLO PARK POLICE SERGEANTS
ASSOCIATION
AND
THE CITY OF MENLO PARK



| **July 1, 2011-2013 to June 30, 20132014**

PREAMBLE

This Memorandum of Understanding is reached between the City of Menlo Park ("City") and the Menlo Park Police Sergeants' Association ("PSA"), representing the classification of Sergeant within the City's Police Department. The parties have reached this Memorandum of Understanding following meeting and conferring in good faith as required under Government Code Sections, 3500, et seq. Existing practices and/or benefits which are not referenced in this Memorandum and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

The parties agree as follows:

ARTICLE 1: TERM

| The term of this Memorandum shall be July 1, ~~2011~~2013 to June 30, ~~2013~~2014.

ARTICLE 2: PAY RATES AND PRACTICES

2.1 Salary Schedule

| The salary schedule for ~~officers~~employees in the representation unit shall be as set forth in Appendix "A" to this Agreement.

There shall be no adjustment to the salary schedule during the term of this Agreement.

2.2 POST Incentive

Unit members who possess a Peace Officer Standards and Training (POST) intermediate certificate shall receive a five percent premium in accordance with the current practice.

Unit members who possess a Peace Officer Standards and Training (POST) advanced certificate shall receive a ten percent (10%) premium in accordance with the current practice.

2.3 Overtime

Overtime will be applied in accordance with the Fair Labor Standards Act.

2.4 Call Back Pay

| ~~Officers~~Employees who are called back after leaving work at the end of a normal shift shall be entitled to a minimum of four (4) hours pay at the rate of time and one-half (1-1/2); exception: court pay is three (3) hours minimum.

2.5 Management Benefit Package

Each represented member will be reimbursed up to Two Thousand Dollars (\$2,000.00) per fiscal year for the following:

- (a) Civic and professional association memberships and their related programs
- (b) Conference participation and travel expense
- (c) Professional subscriptions
- (d) Physical fitness programs as directed by a physician
- (e) Tuition reimbursement:

To qualify for educational reimbursement, the education must maintain or improve the employee's skills in performing his or her job, or be necessary to meet the express requirements of the City or the requirements of applicable law. The education to which reimbursement relates must not be part of a program qualifying employees for another trade or businesses; or be necessary to meet the minimum educational requirements for employment. Permissible educational expenses are refresher courses, courses dealing with current developments, academic or vocational courses as well as the travel expenses allocated with the course. To qualify for tuition reimbursement, coursework must be approved by the Chief of Police or his or her designee prior to the first day of class. Said approval shall be based only on the criteria in this paragraph. Course work intended to meet the entry level requirements for any positions in the City is not reimbursable. Graduate course work in the pursuit of related graduate professional programs and which enhance the skills of the employee are reimbursable as defined under the Internal Revenue Code.

- (f) Optical expenses not reimbursed by any other source
- (g) Child Care expenses:

The annual amount submitted for reimbursement cannot exceed the income of the lower paid spouse. The reimbursement request must be for employment-related expenses for the care of one or more dependents who are under age 13 and entitled to a ~~dependent~~ deduction under Internal Revenue Code Section 151 (e) or a dependent who is physically or mentally incapable of caring for himself or herself.

- (h) Employee and dependent excess coverage for medical, dental, optical and orthodontia

(i) City Recreation Programs:

The City will reimburse the unit members for fees paid for unit members and/or their dependents to participate in the City's Recreation Department programs.

Reimbursements for participation may be made if the reimbursements qualify as "no additional cost" services under Section 132 (b) of the Internal Revenue Code and that to qualify as "no additional cost" services the reimbursements must be only for classes in which the employees participate on a space available basis. Under Section 132 (f) (2) of the Code, spouses and dependent children may also participate in City-sponsored recreation programs and activities on a space available basis.

Expenditures under (a), (b), (c), and (e) above must be job related and approved by the City.

Monies not spent while this document is in force may be rolled over into the following term for a period not to exceed twelve months or applied to one of the City sponsored deferred compensation plans, at the employee's option. Excess funds may not be received in cash.

The City reserves the right to freely administer this Section and may disallow future claims that do not strictly conform to these sections, e.g., cellular phones or phone bills.

2.6 Uniform Allowance

All unit members shall receive the sum of One Thousand Forty Dollars (\$1,040.00) per year to be used for the purchase and maintenance of uniforms. Said amounts shall be paid on the twenty-fifth pay period. The City will pay the initial cost of a class A uniform for all unit members.

2.7 General Leave Cashout

~~An unit member/employee may once each fiscal year cash in up to one hundred and twenty (120) hours per year provided a minimum balance of one hundred (100) hours of general leave is maintained.~~ cash out General Leave in accordance with the General Leave Cashout Policy.

~~Cash out is contingent upon the unit member having taken forty (40) consecutive hours off during the past twenty-six (26) pay periods.~~

~~A member may cash out up to one hundred and twenty (120) hours if a planned use of forty (40) consecutive hours is scheduled within forty-five days of the requested cash out. Should the forty (40) hours not be taken as scheduled for any reason, the cashed-out funds will be refunded to the City within 15 calendar days.~~

~~Cashout shall be calculated on the base hourly rate for the employee multiplied by the number of cashout hours designated. No premium pay, POST incentive, overtime or any other pay shall be included.~~

~~The check shall be made available one week after written request is received by the Personnel Division. No more than four (4) requests may be made during any twelve (12) month period.~~

2.8 Compensatory Time

~~An unit member~~employee may accumulate a maximum of three hundred (300) hours of compensatory time. Once an ~~unit member~~employee has reached the limits of compensatory time in this section he/she shall receive cash at the overtime rate for all overtime worked.

Any ~~unit member~~employee who has an excess of three hundred (300) hours of compensatory time on the books will not be allowed to accrue further compensatory time until the balance falls below the three hundred (300) hours maximum.

~~Upon request, unit members who have e~~Compensatory time in excess of the maximum allowed in the Memorandum of Understanding ~~may shall be cashed out any amount over the limit specified for compensatory time accrual in the MOU. Cashout shall be calculated in the manner specified in section 2.7.~~

Upon termination, all unused compensatory time shall be paid off at the final rate of pay received by the ~~officer~~employee.

2.9 Continuing Benefits

The City will pay the increased cost of existing benefits, except as specifically provided herein.

2.10 Bilingual Differential

2.10.1 Any position assigned to job duties requiring bilingual skills are eligible to receive Seventy-Five (\$75.00) each pay period for the use of bilingual skills in job duties arising during the normal course of work.

2.10.2 The ~~Personnel Officer~~Human Resources Department, on the basis of a proficiency test developed and administered by the City, shall determine eligibility for the bilingual pay differential.

2.10.3 Bilingual skills shall not be a condition of employment except for ~~officers~~employees who are hired specifically with that requirement. If an ~~officer~~

employee is hired under this provision, that requirement shall be included in the initial employment letter.

2.10.4 The City retains the right to discontinue the bilingual differential, provided the City gives the exclusive representative ten (10) days written notice prior to such revocation, in order to allow the opportunity for the parties to meet and confer.

2.10.5 No employee shall be required to use bilingual skills that is not compensated under this section.

Any ~~officer~~ employee who is reassigned to another position within this bargaining unit, and was receiving the bilingual differential at the time of appointment, shall have their need for bilingual skills reviewed by the Chief of Police. If the Chief of Police determines that bilingual skills in the position are required, the differential shall continue, otherwise, the bilingual differential will be ~~differential~~ discontinued.

2.11 On-Call Pay

Sergeants assigned to the detective unit who are placed in an on-call status shall be compensated for each day or portion thereof on normal days off that she/he is on-call at the rate of fifty dollars (\$50.00) per twenty-four (24) hour period. Sergeants assigned to the detective unit who are on-call and fail to respond when called may be subject to disciplinary action.

2.12 Vehicle Allowance

Sergeants assigned to the detective unit, who are assigned to use their personally owned vehicle for City use, shall receive a monthly automobile allowance of five hundred dollars (\$500.00). The automobile allowance shall cover all costs of operating the vehicle for City use, including but not limited to, maintenance, insurance and fuel.

2.13 Night Shift Differential

For ~~unit member~~ employees assigned to patrol, the City shall pay a shift differential of two percent (2.00%) for regular assignment to night shift. The shift differential shall not be paid on any regularly assigned schedule worked which includes day or swing shift.

Shift differential shall only be paid to ~~officers~~ employees assigned to a night shift, and shall not apply to ~~officers~~ employees filling open shifts or otherwise assigned to nights on a temporary basis.

2.14 Longevity Pay

~~Unit members~~ Employees who have achieved levels of continuous service as in a full time sworn police ~~officer~~ position with the City of Menlo Park, and who have received annual

performance reviews with overall ratings of “meets standards” or above shall be eligible to receive the following:

- 1.3.2 The first pay period after completing eleven (11) years of service. This period is calculated upon base pay.
 - 1.3.3 The first pay period after completing fifteen (15) years of service. This period is calculated upon base pay.
 - 1.3.4 The first pay period after completing twenty (20) years of service. This period is calculated upon base pay.
- The maximum lump-sum pay that may be received by an officer eligible for a right payment is \$18,000.

ARTICLE 7 - LEAVE PROVISIONS

Section 7.1 - Leave of Absence Provisions

- 7.1.1 Leaves of absence without pay may be granted in cases of personal emergency or when such absence would not be contrary to the best interests of the City. Leaves denied in the best interests of the City shall be taken as soon as possible after the interests of the City are met. The member shall be notified of the effective date of the rescheduled leave.
- 7.1.2 Requests for leave of absence without pay must be submitted in writing from the Police Chief. The Chief may grant a non-member a leave of absence without pay for a period not less than four weeks and more than one (1) year, during which time he benefits and no security will accrue. Approval shall be in writing and a copy filed with the Personnel Administration Department.
- 7.1.3 Upon expiration of a regularly approved leave, or within five (5) working days after notice to return to duty, the employee shall be reinstated in the same or an equivalent position to that held at the time the leave was granted. Failure on the part of an employee to report promptly at the expiration of the leave, or within five (5) working days after notice to report for duty shall be treated as an automatic resignation from City service unless the Chief determines that extenuating circumstances exist to correct that status. However, any unapproved absence may be cause for disciplinary action.
- 7.1.4 During such absence as defined in this section, the employee shall not be considered as a member of the City.

- 2.15.1 The first pay period after completing seven (7) years of service: two percent (2.00%) calculated upon base pay.
- 2.15.2 The first pay period after completing eleven (11) years of service: four percent (4.00%) calculated upon base pay.
- 2.15.3 The first pay period after completing fifteen (15) years of service: six percent (6.00%) calculated upon base pay.
- 2.15.4 The first pay period after completing twenty (20) years of service: eight percent (8.00%) calculated upon base pay.

The maximum longevity pay that may be received by an ~~officer~~employee is eight percent (8.00%).

ARTICLE 3: LEAVE PROVISIONS

3.1 Leave of Absence Without Pay

- 3.1.1 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interests of the City. Leaves denied in the best interests of the City shall be taken as soon as possible after the interests of the City are met. The member shall be notified of the effective date of the rescheduled leave.
- 3.1.2 Requests for leave of absence without pay must be submitted in written form to the Police Chief. The Chief may grant a unit member a leave of absence without pay for a period not less than four weeks nor more than one (1) year, during which time no benefits and no seniority will accrue. Approval shall be in writing and a copy filed with the ~~Personnel Division~~Human Resources Department.
- 3.1.3 Upon expiration of a regularly approved leave, or within five (5) working days after notice to return to duty, the ~~unit member~~employee shall be reinstated in the same or an equivalent position to that held at the time the leave was granted. Failure on the part of an ~~unit member~~employee to report promptly at the expiration of the leave, or within five (5) working days after notice to report for duty shall be treated as an automatic resignation from City service unless the Chief determines that extenuating circumstances exist to excuse that absence. However, any unapproved absence may be cause for disciplinary action.
- ~~3.1.4 During paid leaves of absence the unit member may elect to use accrued vacation time.~~

3.1.5 Merit pay raises and performance review dates shall be extended by the amount of the leave without pay taken.

3.2 Long Term Disability

3.2.1 Should any non-work related illness or injury extend beyond thirty (30) working days, the City will insure continued payment to the worker at 66.67 percent of salary, up to a maximum as provided in the long term disability policy. The amounts paid shall be less any payments received from either workers' compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the worker will be entitled to continued City paid health insurance, AD&D, and dental and life insurance benefits. At the end of 365 calendar days from the date of illness or injury or unless previously retired, should the worker not be able to return to work, the worker will be permitted to continue to participate in City paid health insurance, AD&D, and dental and life insurance benefits. However, the employee will be required to pay 100% of any premium.

3.3 Jury Duty and Subpoenas - Not Related to Official Duties

3.3.1 An employee required to report for jury duty or to answer a subpoena as a witness, provided the witness has no financial interest in the outcome of the case, shall be granted leave with pay from his/her assigned duties until released by the court, provided the employee remits to the City all fees received from such duties other than mileage or subsistence allowances within thirty (30) days from the termination of jury service.

3.3.2 When an employee returns to complete a regular shift following time served on jury duty or as a witness, such time falling within work shift shall be considered as time worked for purposes of shift completion and overtime computation. In determining whether or not an employee shall return to his/her regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

3.3 Military Leave

3.3.1 Military leave of absence shall be granted and compensated in accordance with Military and Veterans Code Sections 389 and 395 et seq. Employees entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

3.4 Bereavement Leave

3.4.1 An employee shall be allowed leave with pay for not more than three (3) working days when absent because a death has occurred in the immediate family. For purpose of bereavement leave, members of the immediate family shall be limited to mother, father, child, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild.

grandmother, grandfather, spouse, domestic partner, or dependent of the employee.
eEmployees may use General Leave for bereavement purposes for relations not included
above provided such leave is approved in advance by the Chief of Police.

3.5 Workers' Compensation

3.5.1 Sworn personnel shall be granted leave with pay for a disability caused by illness or
injury arising out of and in the course of his/her employment, in accordance with Section
4850 of the Labor Code of the State of California.

3.6 During paid leaves of absence an employee may elect to use accrued General Leave,
subject to supervisory approval.

ARTICLE 4: GENERAL LEAVE PROGRAM

4.1 General Leave Program

Accrual of General Leave is as follows:

1 - 5 years	216 hours
6 - 10 years	230 hours
11 - 15 years	256 hours
16 - 20 years	280 hours
20 + years	296 hours

Actual accrual is biweekly prorated from the above table. The maximum number of hours which may be accrued is One Thousand Four Hundred (1,400) hours of general leave.

4.21.1 Upon separation from City service accrued general leave up to the maximum may be converted to cash. The amount shall be calculated on the base hourly rate of the employee multiplied by the number of hours converted. Upon retirement from City employment an employee hired on or before June 30, 2004 may convert any accrued general leave not converted to cash to retirement health insurance credits at the rate of one (1) unit for every eight (8) hours of accumulated general leave with any remainder being rounded to the next higher credit.

Qualified employees hired on or before June 30, 2004 who have at least twenty (20) years of service with the City may elect to have their accrued general leave balance converted to retirement health credits at the rate of one (1) unit for every six (6) hours of accumulated sick leave with any remainder being rounded to the next higher credit. If this election is made, the retirement health credit calculated shall not exceed the highest HMO health plan premium as may be in effect at such time such credit is applied. Election shall be made at the time of retirement. There is no change in the current policy of retirement

health insurance credits and “frozen sick leave”.

Reimbursement of premiums to retirees shall be in the same manner as currently done since 1990. The method of reimbursement is detailed in Appendix C.

4.1.2 Double Coverage. Workers who qualify for the retirement health credit conversion may elect double coverage at the rate of two (2) units for every month of paid health insurance.

4.1.3 Family Coverage. Workers who qualify for the retirement health credit conversion may elect family coverage at the rate of three (3) units for every month of paid health insurance.

~~4.3 The City shall provide disability leave after the 30th consecutive working day of an illness or disability until the Long Term Disability plan takes effect.~~

~~4.4 Sworn personnel shall be granted leave with pay for a disability caused by illness or injury arising out of and in the course of his/her employment, in accordance with Section 4850 of the Labor Code of the State of California.~~

~~4.5 Double Coverage. Workers who qualify for the retirement health credit conversion may elect double coverage at the rate of two (2) units for every month of paid health insurance.~~

~~4.6 Family Coverage. Workers who qualify for the retirement health credit conversion may elect family coverage at the rate of three (3) units for every month of paid health insurance.~~

4.72 ~~Transfer of Sick Leave for Catastrophic Illness.~~ Transfer of sick leave for catastrophic illness is designed to assist ~~officers-employees~~ who have exhausted sick leave due to a catastrophic illness, injury or condition of the worker. This policy allows other workers to make voluntary grants of time to that worker so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

A catastrophic illness is defined as an illness which has been diagnosed by a competent physician, requiring an extended period of treatment or recuperation, and which has a significant risk to life or life expectancy. Confirmation of the condition and prognosis by a health care provider chosen by the City may be required.

The ~~Personnel Division~~ Human Resources Department will discuss with the PSA or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to the Human Resources Department~~Personnel Division~~ and Human the Resources Department ~~Personnel~~ will process the contribution list in the order established. Any officer shall be allowed to

contribute a maximum of eighty (80) hours of ~~sick~~ leave from their accrued ~~sick-~~
management leave balance to another full-time or permanent part-time worker in the City
who is suffering from a catastrophic illness and has exhausted his or her own sick leave,
provided, however, they have maintained a positive ~~sick-~~management leave balance of
forty (40) hours or more following the donation. Once the contribution is made it cannot
be rescinded.

Upon return to work, an ~~officer~~employee may bank any remaining hours that have been
contributed up to a maximum of forty (40) hours. If the contribution list has not been
exhausted, the contributing workers will be notified that their contribution was not
required and the balance restored.

ARTICLE 5: PHYSICAL FITNESS NO SMOKING AREAS

No Smoking Areas

City owned vehicles used by unit members shall be considered offices and designated as no
smoking areas.

ARTICLE 6: BENEFIT PROGRAMS

6.1 Cafeteria Plan

- 6.1.1 Each ~~active and retired employee and retiree~~ shall receive a City contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA).
- 6.1.2 Each active employee shall be allocated an amount, inclusive of the City contribution specified in Section 6.1.1, to be used to purchase qualified benefits as described in this Section. The amount shall be allocated to each ~~worker~~active employee according to the health benefits selected, as follows:

\$1,681.50 per month	-	family coverage
\$1,296.55 per month	-	two person coverage
\$648.26 per month	-	single person coverage
\$154.68 per month	-	no coverage

The active employee will be responsible for any remaining premium in excess of the allocated amount.

- 6.1.3 Each ~~officer~~active employee may use his/her allocated amount for:
 - a. PEMHCA health insurance coverage;
 - b. any personal medical, dental and vision care expenses not covered by the City's plans, including but not limited to deductibles, copayments, medication and medical equipment;
 - c. supplemental life insurance through the City's supplemental life carrier up to the maximum amount allowed by the carrier;
 - d. child care expenses not otherwise reimbursed by the City; and
 - e. contributions to a City offered deferred compensation plan.
- 6.1.4 If any ~~worker~~active employee spends less than the total of his/her allocated amount above the minimum employer contribution in 6.1.1, then the ~~worker~~active employee will be entitled to the unused amount in cash as taxable income, subject to appropriate tax withholding.
- 6.1.5 Each employee must enroll in an available PEMHCA health insurance plan or demonstrate that he/she has health insurance coverage equivalent to the PEMHCA plan in order to receive cash back under Section 6.1.54.
- 6.1.6 Surplus funds remaining at the end of the year will revert to the City's General Fund.

6.1.7 ~~Unit members~~Employees who wish to have domestic partners covered under the cafeteria plan may do so after filing the “Declaration of Domestic Partnership” form with the California Secretary of State and complying with any other requirements necessary to qualify for domestic partner health benefits under PEMHCA. It is understood that the premiums and benefits provided as a result of covering domestic partners may be taxable, and that the City will administer the program in accordance with State and Federal Tax regulations.

6.1.8 The parties share an interest in addressing the increase in the cost of PEMHCA benefits. To that end, the parties agree that the City may contract with different health benefit providers, consortia, or groups to provide health coverage that is equivalent to that provided under PEMHCA.

If either the benefits provided or the rate structure in place between active employees and ~~retired employees~~retirees is not equivalent to that provided under PEMHCA, then the City shall meet and confer with the Union prior to contracting with the alternate provider, consortia or group. ~~However, PSA shall have the option to remain in the PEMHCA program.~~

~~6.1.9 During the term of this Agreement, upon request by the Union, the parties agree to meet and discuss the current status of Health Savings Accounts (HSA). The discussions are intended to be informational and exploratory, and such participation does not bind the City to additional expenditures or the Union to voluntary deductions.~~

6.2 Dental Insurance

6.2.1 The City shall contribute One Hundred Thirty-Five Dollars (\$135.00) per unit member per month for the dental and vision program into the City’s dental and vision fund for the PSA bargaining unit.

6.2.2 For purposes of dental and vision reimbursement, claims periods shall run from January 1 to June 30 and from July 1 to December 31. Employees shall be reimbursed for up to a maximum of eight hundred ten dollars (\$810) per claim period for employee and all dependents. The maximum reimbursement for a claim period shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) for a unit member and Nine Hundred Dollars (\$900.00) for a unit member’s dependents or domestic partner.

Any ~~unit member~~employee and/or their dependents or qualified domestic partners may utilize the dental fund for dental, orthodontia or vision care expenses.

6.2.3 On presentation of the City’s Dental appropriate City Reimbursement Form accompanied by appropriate receipts, ~~unit member~~employees will be reimbursed for dental, orthodontia or vision care expenses not covered by other insurance

plans or other reimbursement plans. Such reimbursement requests shall be processed ~~once~~ at least every two (2) months.

Reimbursement requests, or portions thereof, that exceed the ~~minimum maximum~~ entitlement listed in Section 6.2.2 for the claim period shall be accepted and held until the end of the claim period and paid in accordance with the provisions of Section 6.2.4.

6.2.4 Reimbursement requests exceeding the ~~minimum maximum~~ entitlement listed in section 6.2.2 shall be paid with any funds remaining in the plan, in the following order:

- (a) ~~unit member~~employee claims paid on a pro rata basis up to the ~~maximum~~ specified in Section 6.2.2 above ~~one thousand five hundred dollars (\$1,500);~~
- (b) dependent or domestic partner claims paid on a pro rata basis up to the ~~maximum~~ specified in Section 6.2.2 above ~~nine hundred dollars (\$900).~~

Any excess remaining in the fund after payment of claims shall be rolled over to the following claims period.

6.2.5 The final filing date for dental claims shall be ten (10) days after the end of the claims filing period during which the dental expenses were incurred.

6.2.6 The plan description shall be as set forth in Appendix B.

~~6.2.7 The City shall provide PSA with a financial report detailing account activity each claims period.~~

6.2.8 The City and PSA agrees to discuss substitute alternatives to the City operated dental program with an alternative dental plan at that result in no increased cost to the City. The implementation of such alternative dental plan shall be accomplished through the meet and confer process. However, no changes to the current City operated dental program shall occur prior to the expiration of this agreement unless by mutual agreement.

6.2.9 Domestic partner benefits may be taxable to the employee, and the benefit will be administered in accordance with State and Federal Tax regulations.

ARTICLE 7: HOLIDAYS

7.1 Except as otherwise provided, ~~unit member~~employees within the representation unit shall have the following fixed holidays with pay:

New Year's Day January 1
Martin Luther King Day Third Monday in January
Lincoln's Birthday February 12
Washington's Birthday Third Monday in February
Memorial Day Last Monday in May
Independence Day July 4
Labor Day First Monday in September
Admission Day September 9
Veterans Day November 11
Thanksgiving Day Fourth Thursday in November
Day after Thanksgiving Fourth Friday in November
Christmas Day December 25

One full day either December 24 or December 31

7.1.1 Designation of which one full day on either December 24 or December 31 is taken off shall be made by the Police Chief, considering the needs of the service and the officer's desires.

7.1.2 In the event that any of the aforementioned days, except December 24 or 31, falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday. In the event that December 24 and 31 fall on a Sunday, then the preceding Friday will be designated for purposes of the full holiday.

7.1.3 Work on a Fixed Holiday. Any employee required to work on a fixed holiday and in addition to regular hours shall be paid time and one-half for such work in addition to his or her holiday pay. Work on a fixed holiday beyond the number of hours in a regular shift shall be compensated at double time. Holiday pay shall be reported in accordance with PERS requirements.

ARTICLE 8: RETIREMENT PROGRAMS

8.1 Retirement Plan

Retirement benefits for employees hired prior to ~~July-November~~ November 20, 2011 shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 3% at age 50 Formula, highest single year.

~~Effective as soon as practicable~~ For employees hired on or after November 20, 2011, who are not new members as defined by PERS, retirement benefits for new employees hired by the City shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 3% at age 55 formula, highest three years.

For new employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 2.7% at age 57 formula, highest three years.

8.2 Optional Provisions

8.2.1 1959 Survivor Allowance as set forth in Section 6 of Chapter 9 of the Public Employees' Retirement Law, commencing with Section ~~21380~~ 21570 of the Government Code, shall be provided.

8.2.2 Third Level of 1959 Survivor Benefits, as provided under Government Code Sections ~~21380~~ 21387 ~~21573~~, shall be included.

8.3 City's Contribution to Retirement

8.3.1 The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

8.3.2 Effective with the pay period beginning July 3, 2011, employees shall contribute three percent (3.00%) toward the employer's contribution to the Public Employees' Retirement System. The amount shall be taken as an after tax deduction from the employee's paycheck each payroll period.

8.3.3 Effective as soon as practicable and after July 1, 2013, the employee three percent (3.00%) contribution toward the employer's contribution to the Public Employees' Retirement System (PERS) shall be taken as a pre-tax deduction from the employees' paycheck each payroll period. The City and PSA agree that the three percent (3%) will continue past the expiration of the MOU. If for any reason the City is precluded from making the three percent (3%) deduction or the deduction cannot be made on a pre-tax basis, the parties agree to meet and confer regarding ways to cure the defect.

8.4 Unit Member Employee's Contribution to Retirement System

8.4.1 The full ~~unit member~~ employees' contribution shall be deducted from the unit member's pay by the City and forwarded to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

8.4.2 New employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, shall make a member contribution of 50% of the Normal Cost of the benefit as a pre-tax deduction from the employees' paycheck each payroll period.

The City ~~will~~has implemented Employer Pick-up, Internal Revenue Code 414 (h) (2) on the employee's contribution to the Public Employees' Retirement System.

8.5 Honorary Retirement

8.5.1 Upon separation, an ~~unit member~~employee who leaves the service of the Menlo Park Police Department shall be considered retired provided the unit member has fifteen (15) years of service with the department and is in good standing at the time of departure.

8.5.2 An ~~unit member~~employee shall be given a retirement badge and identification card.

8.5.3 The same requirements for a concealed weapons permit shall apply as for any other applicant. A concealed weapons permit shall not be automatically approved.

8.5.4 Retirement under this section shall be honorary and shall not involve any payment or benefit to the unit member or liability on the part of the City.

ARTICLE 9: WORKING CONDITIONS

9.1 Alternative Work Schedules

The Chief of Police shall determine the appropriate regular or alternative work schedules of the Department and the various divisions, sections and details based upon the feasibility or operational needs. The Chief of Police may modify schedules to drop an alternative work schedule and revert to a regular eight (8) hour schedule except that any resulting schedule different from a five (5) days on, two (2) days off will be subject to the meet and confer process.

Alternative work schedules may be administered under the 7(k) work period provisions of the Fair Labor Standards Act.

9.1.1 4/10 Work Schedule

A 4/10 work schedule is defined as ten (10) hours per day worked, four (4) days per calendar week.

9.2 Adjustment to Schedule

Unit members regularly assigned to midnight shift may request an adjustment to their schedule provided the ~~unit member~~employee is required to conduct authorized department business following the ~~unit member~~employee's shift; there is no cost to the City; and permission is obtained in advance from the ~~unit member~~employee's supervisor.

9.3 Layoffs

Layoffs shall be made in reverse order of seniority. The employee with the least length of service shall be laid off first. For purposes of this Section, length of service shall include all time served in the Sergeant classification or any other classification equivalent to or higher than the rank of Sergeant.

9.4 Training

Officers who are normally assigned to an alternative work schedule shall revert to a five day, eight hour shift for any training that requires attendance at class for a consecutive five day period.

9.5 Donning and Doffing of Uniforms

It is acknowledged and understood by the City and the PSA that the donning and doffing of uniforms and related safety equipment may be performed at home or other locations outside of the Police Department.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 A "grievance" is defined as:

~~10.1.1.1~~ — An alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, Personnel Rules, or other City ordinances, resolutions or policy and/or procedure manuals affecting the working conditions of the unit members covered by this Agreement; ~~or~~

~~10.1.1.2~~ A "Disciplinary appeal" is ~~An~~ appeal from a disciplinary action of any kind ~~a Letter of Reprimand or higher,~~ against a unit member covered by this Memorandum of Understanding.

~~10.1.2~~ A "disciplinary grievance" is a formal written objection or challenge to any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment. Any reduction in pay for change in assignment which occurs in the course of regular rotation and is not punitive shall not be subject to this grievance procedure.

10.1.3 A "grievant" is any unit member adversely affected by an alleged violation of the specific provision of this Memorandum, or the Union.

10.1.4 A “day” is any day in which the administrative offices of the City of Menlo Park are open for regularly scheduled business.

10.2 General Provisions

10.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

10.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

~~10.2.3 Any disciplinary grievances arising out of an incident in which the maximum corrective action imposed is a letter of reprimand or suspension of three (3) days or less shall not be appealed beyond Level III of this Article 10, Grievance Procedure.~~

10.2.4 Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the PSA.

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.

10.2.5 Every effort will be made to schedule meetings for the processing of grievances at time which will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

10.2.6 Any ~~unit member~~ employee may at any time present grievances to the City and have such grievances adjusted without the intervention of PSA, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the Memorandum: provided that the City shall not agree to the resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievance, the grievant may be represented at any stage of the grievance procedure by a representative of PSA.

10.2.7 As an alternative to the formal grievance procedure, the City and the PSA may mutually agree to meet and attempt to informally resolve issues involving contract interpretations and other matters affecting the relationship between the City and the PSA. A grievance must be presented within the timelines set forth in Article 10.3. However, once the parties mutually agree to informally resolve problems, the formal grievance timelines are tolled pending the informal resolution process.

If, in an attempt to informally resolve issues, the parties discuss matters that are not otherwise subject to the grievance procedure, such matters shall not be eligible to be grieved under the grievance provisions of this MOU. Either party may terminate the informal process at any time and the parties will revert to the formal grievance procedure.

~~10.2.7 This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to punitive disciplinary actions and shall satisfy all administrative appeal rights and protections afforded by the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300, et seq.~~

10.3 Grievance Procedure (for grievances as defined in 10.1.1)

10.3.1 Level I - Informal Resolution/Immediate Supervisor

10.3.1.1 Any unit member/employee

who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved unit member and the immediate supervisor.

~~10.3.1.2 Any unit member who believes he/she has a grievance which is an objection or challenge to any punitive disciplinary action shall present the grievance orally to the Chief of Police within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The Chief of Police shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved unit member and the Chief of Police.~~

10.3.2 Level II - Formal Written Grievance/Chief of Police

10.3.2.1 If the grievance is not settled during the informal conference/resolved at Level I and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Chief of Police within ten (10) days after the oral decision of the immediate supervisor. The written information shall include: (a) A description of

the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.

10.3.2.2 The Chief of Police or designee shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the Chief of Police or designee does not respond within the time limits, the grievant may appeal to the next level.

10.3.2.3 Within the above time limits either party may request a personal conference.

10.3.3 Level III - Appeal to ~~Personnel Officer~~ City Manager

10.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the ~~Personnel Officer~~ City Manager. This statement shall include a clear, concise statement of the reasons for the appeal. Evidence offered in support of a disciplinary grievance filed pursuant to Article 10.2.3 of this Agreement shall be submitted in the form of written declarations executed under penalty of perjury.

10.3.3.2 The ~~Personnel Officer~~ City Manager or designee shall communicate the decision in writing to the grievant within ten (10) days. If the ~~Personnel Officer~~ City Manager or designee does not respond within the time limits provided, the grievant may appeal to the next level.

10.3.4 Level IV - Binding Arbitration

10.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the PSA for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the PSA shall inform the City of its intent as to whether or not the grievance will be arbitrated. The PSA and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five names of persons experienced in hearing grievances in cities and who are members of the National Academy of Arbitrators (NAA). Each party shall alternately strike a name until only one remains. The remaining

panel member shall be the arbitrator. The order of the striking shall be determined by lot.

- 10.3.4.2 If either the City or the PSA so requests, a separate arbitrator shall be selected to hear the merits of any issues raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 10.3.4.1.
- 10.3.4.3 The arbitrator shall conduct and complete the hearing on the grievance, within sixty (60) days of the date of PSA's request for arbitration. The parties may mutually agree to extend that timeline. The parties shall file their post-hearing briefs within thirty (30) days of the close of the hearing and the arbitrator shall render a decision on the issue or issues submitted within thirty (30) days of the submission of the briefs. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 10.3.4.4 The City and PSA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power of authority to make any decision that requires the City or management to do an act prohibited by law.
- ~~10.3.4.5 In the event that this grievance procedure is used to challenge punitive disciplinary actions as provided in Article 10.2.7 above, the City and PSA agree that the arbitrator shall prepare a written decision containing findings of fact, determinations, of issues and a disposition either affirming, modifying or overruling the punitive disciplinary action being appealed. The parties expressly agree that the arbitrator may only order as remedies those personnel actions which the City may lawfully impose.~~
- 10.3.4.6 The award of the arbitrator shall be final and binding.
- 10.3.4.7 The fees and expenses of the arbitrator (including the cost of any list of arbitrators requested pursuant to Section 10.3.4.1) shall be shared equally by the City and PSA.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. By mutual agreement, the cost of the services of such court reporter shall be shared equally by the parties. However, each party shall be responsible for the cost of transcripts that they order.

10.3.4.8 By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

10.4 Disciplinary Appeals

10.4.1 This procedure shall be the sole and exclusive procedure for processing appeals to disciplinary actions and shall satisfy all administrative appeal rights afforded by the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300, et seq.

10.4.2 A "disciplinary appeal" is a formal written appeal of a Notice of Disciplinary Action (post-Skelly) of any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, letters of reprimand, or transfer for purposes of punishment. However, letters of reprimand are not subject to the arbitration provisions of this procedure. This procedure also shall not apply to the rejection or termination of at will employees, including those in probationary status. Any reduction in pay for change in assignment which occurs in the course of regular rotation and is not punitive shall not be subject to this procedure.

10.4.3 Persons on probationary status (entry-level or promotional) may not appeal under this agreement rejection on probation.

10.4.4 Letters of Reprimand may be appealed under this section only to the City Manager level (Section 10.4.6.)

10.4.5 Any appeal to any punitive disciplinary action (as defined in Section 10.1.2) shall be presented in writing to the City Manager within ten (10) days after receipt of the Notice of Disciplinary Action. Failure to do so will be

deemed a waiver of any appeal. The City Manager or designee shall hold a meeting to hear the appeal within ten (10) days after the presentation of the appeal and shall issue a decision on the appeal within ten (10) days after the presentation of the appeal. For letters of reprimand, the City Manager's decision shall be final. However the employee may write a response and have that response included in his or her personnel file.

10.4.6 For appeals from dismissal, demotion, suspension, reduction in salary, or transfers for purposes of punishment, if the employee is not satisfied with the decision of the City Manager, the employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the PSA for arbitration of the dispute. Within twenty (20) days of the City Manager's decision, the PSA shall inform the City of its intent as to whether or not the disciplinary matter will be arbitrated. The PSA must be the party taking the matter to arbitration.

10.4.7 The parties shall attempt to agree to the selection of an arbitrator and may agree to strike names from a list provided by an outside agency such as the State Mediation and Conciliation Service or JAMS. However, in the event that the City and the PSA cannot agree upon the selection of an arbitrator within twenty one (21) days from the date that the PSA has notified the City of its intent to proceed to Arbitration, either party may request the Superior Court of the County of San Mateo to appoint an arbitrator who shall be a retired judge of the Superior Court.

10.4.8 The City and PSA agree that the arbitrator shall prepare a written decision containing findings of fact, determinations of issues and a disposition either affirming, modifying or overruling the disciplinary action being appealed. The parties expressly agree that the arbitrator may only order as remedies those personnel actions which the City may lawfully impose.

10.4.9 The fees and expenses of the arbitrator (including the cost of any list of arbitrators) shall be shared equally by the City and PSA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. By mutual agreement, the cost of the services of such court reporter shall be shared equally by the parties. However, each party shall be responsible for the cost of transcripts that they order.

10.4.10 Nothing herein constitutes a waiver of City or employee rights otherwise granted by law.

ARTICLE 11: RECOGNITION

The Menlo Park Police Sergeant's Association (PSA) is the exclusive recognized organization representing employees in the classification of Police Sergeant in their employer-employee relations with the City of Menlo Park, and PSA has been certified by the City of Menlo Park as the duly recognized employee organization of said employees. PSA requires proper and advance notification on all matters that fall into the meet and confer process.

ARTICLE 12: FULL UNDERSTANDING MODIFICATION AND WAIVER

12.1 This Memorandum of Understanding sets forth a full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, understandings and agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.

12.2 No practice or benefit provided by this Memorandum of Understanding shall be modified without the mutual agreement of the City and PSA.

ARTICLE 12~~3~~: SEPARABILITY

~~12~~13.1 If a court of competent jurisdiction finally determines that any provisions of this Memorandum is invalid and unenforceable, such provisions shall be separable, and the remaining provisions of the Memorandum shall remain in full force and effect.

~~12~~13.2 If any provisions of this Memorandum of Understanding are found invalid by a court of competent jurisdiction as a result of Proposition 61, known as the "California Fair Pay Amendment" (1986) or any other initiative which would restrict compensation of benefits under this Agreement, the City and PSA will meet and confer regarding substitute benefits for those lost due to such ruling.

ARTICLE 14: LABOR MANAGEMENT COMMITTEE

Effective for the term of this agreement, The City and PSA agree to the establishment of a Labor Management Committee (LMC) to serve as an advisory committee and to facilitate employee education and involvement in issues regarding CalPERS retirement benefits, including but not limited to, potential future costs increases and the impacts of said cost increases to the financial stability of the City.

The City and the PSA shall each select their own representatives and in equal number, with no more than three (3) on each side. Each side is encouraged to propose issues for discussion, and the committee will jointly set priorities. Decision making within this

forum will be by consensus. The LMC will set up regular meetings to occur not less than once per quarter and a means for calling additional meetings to handle issues on an ad hoc basis.

The LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

| ARTICLE ~~13~~14: EFFECT OF AGREEMENT

This Memorandum of Understanding sets forth the full and complete understanding between the parties hereto with respect to all subject matters addressed herein.

Dated _____

City of Menlo Park

Menlo Park Police Sergeant's Association

DENTAL PLAN

ELIGIBLE UNIT MEMBERS

Newly hired unit members are eligible to participate in the plan following six months of continuous employment.

DEPENDENTS

Dependents will be covered according to Section 6.2.

Dependents shall be defined under this program as the unit member's spouse and his/her children up to the age to 26 provided they are more than 50% dependent upon the unit member for support.

MAXIMUM COVERAGE

For each six-month period reimbursements shall be limited to the maximum coverage as stated in Section 6.2. Payments on claims will be based upon standard fees as determined by the dental committee.

REQUEST FOR REIMBURSEMENT

A City of Menlo Park Dental Reimbursement Form must be completed by the unit member's dentist indicating the type of service before the claim will be approved for reimbursement by the City. These forms are available through the Personnel Division. The forms should be returned to Personnel at the completion of treatment. An accepted and properly completed request for reimbursement form will be eligible for prorated reimbursement within the six-month period in which the work was performed. The six-month periods run from January 1 through June 30 and July 1 through December 31.

TERMINATION OF INSURANCE

When the unit member terminates with the City, his/her dental insurance ceases. Any outstanding claims up to the date of termination will be considered for payment as long as the unit member has worked three of the six months in the reimbursement period.

COVERAGE

- Routine office visits and oral examinations, but not including more than one such examination of the same Covered Person in any six-month period.
- Fluoride or other prophylaxis treatments

- Dental X-Rays
- Extraction
- Teeth cleaning
- Oral surgery, including excision of impacted teeth
- Crown, bridges, except as specified under “exclusions and limitations”
- Anesthetics administered in connection with oral surgery or other covered dental services
- Fillings
- Treatment of periodontal and other diseases of the gums and tissues of the mouth
- Endodontic treatment, including root canal therapy
- Initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth extracted while insured
- Orthodontic care, treatment, services and supplies
- Replacement of an existing partial or full removable denture or fixed bridgework to replace extracted natural teeth; but only if evidence satisfactory to the City is presented that:
 - a) The replacement or addition of teeth is required to replace one or more additional natural teeth extracted while insured under the plan; or
 - b) The existing denture or bridgework was installed at least 5 years prior to its replacement and that the existing denture or bridgework cannot be made serviceable; or
 - c) The existing denture is an immediate temporary denture and replacement by a permanent denture is required, and takes place within 12 months from the date of installation of the temporary denture
- Repair or recementing of crowns, inlays and fixed bridgework
- Repair or relining of dentures
- Other covered charges as determined by the Dental Committee

EXCLUSIONS AND LIMITATIONS

Covered dental expenses will not include charges:

- For any dental work covered under a Major Medical Expense Plan
- Incurred because of an accidental bodily injury which arises out of or in the course of employment, or a sickness entitling to the insured to benefits under the Workman's Compensation Act or similar legislation
- Incurred in a Veteran's Hospital by the hospital or by a dentist employed by the hospital
- Which are primarily for cosmetic purposes
- Incurred for the replacement of a lost or stolen prosthetic device or bridgework
- Incurred as a result or act of war, declared or undeclared
- Incurred for the initial installation of dentures and bridgework when such charges are incurred for replacement of congenitally missing teeth, or for replacement of natural teeth all of which were lost when the unit member was not insured under the plan
- For space maintainers
- Incurred as a result of a need for prosthetic devices including bridges and crowns and the fitting thereof which were ordered while the unit member was not insured under the plan, or which were delivered after termination of insurance
- Not found to be valid upon verification with the dentist rendering the service

FORMS PROCEDURE

1. Obtain dental forms from the Personnel Division.
2. Submit the form to your dentist for his completion.
3. At the completion of your dental work or near the end of the reimbursement period, sign the form for that work which has been completed. Your dentist will also need to sign the form. Please return the form to the Personnel Division.

Appendix C

Administration of Retirement Health Credits for Retirees

Nothing herein shall be deemed a change to the current practice of reimbursing retirees for retiree health premiums. This Appendix is intended to detail the existing practice.

The intent of the retiree health insurance credit program is to reimburse employees for the cost of retiree health premiums up to the amount to which they are entitled. It is not to provide an additional cash benefit to retirees over and above the cost of the premium. Should the current procedures that are administered through PEMHCA health and the Public Employees' Retirement System change, the intent shall remain as stated above.

Current Practice

Upon retirement, eligible employees may choose to convert all or any portion of their general leave balance up to the maximum to retirement health insurance credits at the rate they are eligible to receive as specified in Section 4.2. Retirees may elect single coverage, double coverage or family coverage in accordance with Sections 4.5 and 4.6.

PERS will deduct the premium for the health insurance plan selected by the retiree through PEMHCA health from their monthly pension warrant, less the minimum employer contribution, which is billed separately to the City.

The City will reimburse the retiree for the amount they are eligible to receive. The amount they are eligible to receive does not include the minimum employer contribution because it is not deducted from the retiree's pension warrant. In no event will the amount reimbursed exceed the cost of the premium to the retiree less the minimum employer contribution.

All reimbursements made to the retiree are subject to Federal and State taxes and shall be reported as income as required by law.

City of Menlo Park Employee Recognition Program Employee Excellence Awards

Program Purpose

The Employee Excellence Awards program is a citywide program that recognizes superior performance by employees, particularly in ways that help the organization achieve its goals.

Eligibility

All employees are eligible for the award – full-time, part-time, temporary and seasonal employees. Nominations for the award can come from any employee; however, an employee cannot nominate himself/herself. Employees may receive multiple nominations but cannot receive more than one award per year and an employee may not receive an award for more than two consecutive years. Teams of employees are eligible to receive awards.

Employees who receive an award from separate departmental recognition programs are not precluded from being nominated for a citywide award.

Members of the Employee Recognition Committee are eligible for nominations but they may not participate in the evaluation of the nomination.

Nomination Process

1. Employees or a team of employees can nominate any fellow employee for recognition. Nomination forms can be found on the intranet or in the City Manager's office.
2. Completed forms will be reviewed by the Employee Recognition Committee. The Committee will recommend that awards be given to the nominated individuals who meet the highest standards for superior performance. The City Manager will consider the recommendations of the Recognition Committee and may select any of the nominated individuals to receive special recognition during an annual ceremony. The City Manager may also choose not to give any awards in a given year.
3. Nomination forms may be submitted throughout the year to the City Manager's Office with a deadline of November 15. Nominations received after the deadline will be considered for the following year.
4. The nominator may be contacted by the Recognition Committee for clarifications or if there is missing information in the nomination form.

Categories & Criteria

Employees may be nominated for special achievement and superior performance in the following categories:

A. Safe Practices & Wellness

The employee goes beyond what is required for safely performing their work and ensuring others are safe, contributes to the fostering of a safe and/or healthy work environment, or consistently provides an example of safe work practices. The employee may also have created a solution which provided a valued benefit to the organization in terms of health, safety, or wellness. The efforts went beyond what is required for their normal job duties.

Or, the employee showed dedication and perseverance and inspired others in achieving a significant personal fitness or wellness goal such as weight loss or smoking cessation.

B. Customer Service

The employee provides consistent exemplary service to customers with an inspiring attitude and behavior that far exceeds the norm and inspires others to achieve excellence in customer service as well. The employee goes beyond the job requirements to satisfy customers and displays a professional and friendly image of the City. The employee may have also solved a difficult customer-service based problem or found improvements for a city customer service related function.

C. Sustainability

The employee embodies the City's goal for sustainability. He/she helped the City become more "green" resulting in savings for the City and/or the environment. The solution was beyond the normal requirements for their job.

D. Special Accomplishments

Accomplishments include meritorious achievements which are above and beyond the norm, including significant academic or professional achievements.

E. Heroism

The employee went above and beyond the call of duty when responding to an emergency that threatened life or property. All employees are eligible for this award. For Police Department heroic actions, the Police Chief will determine if the action was above and beyond the call of duty.

F. Innovation

The employee showed ingenuity in solving a City or community problem. An employee may be awarded in this category for accomplishments that contributed to increased efficiency and/or quality of City operations or resulted in significant savings or the generation of new revenue for the City.

Awards

Award recipients will receive a cash prize of \$500 and an inscribed trophy. Their name and award will also be engraved on a commemorative plaque which will be displayed in the City Hall display case.

The City Manager may award up to 6 employees with Excellence awards each year. Only one award per category may be granted and the City Manager may elect not to give awards for a given year.

Award Ceremony

The employees will be recognized by the City Manager and Recognition Committee at the annual employee holiday lunch. The award recipients will also be announced and recognized at a City Council meeting.

Employee Recognition Committee

The Recognition Committee shall consist of at least five employees in good standing: two supervisors and three non-supervisors. No more than one employee per department, supervisor or non-supervisor, can serve on the Committee at one time. Committee member terms will be two years.

The Committee will meet quarterly or at another interval as decided by the Committee to review nominations and make recommendations to the City Manager. The Committee is responsible for coordinating and preparing prizes, working with the Finance Department and the City Manager's Office to review prizes and prize amounts, and ensuring monetary rewards are delivered. The Committee is also responsible for making recommendations to the program itself, such as changes to award criteria.

2012 Recognition Committee Members

To be determined _____

Program Review

The Employee Recognition Program will be reviewed annually by the Recognition Committee beginning with the program's first year. The Committee will examine the program's effectiveness in meeting its goals for recognizing outstanding performance and extraordinary accomplishments by city staff. The review will include an evaluation of the nomination and selection process, the award criteria, employee participation, and other factors that relate to the program's success.

**City of Menlo Park
Employee Excellence Awards**

Nomination Form

Nominee: _____	Date: _____
Nominator: _____	

Please select the award for which you nominate this employee:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Safe Practices & Wellness | <input type="checkbox"/> Customer Service | <input type="checkbox"/> Heroism |
| <input type="checkbox"/> Sustainability | <input type="checkbox"/> Special Accomplishments | <input type="checkbox"/> Innovation |

Narrative:

Please explain why the employee should receive the excellence award. Address specific criteria and include detailed examples of the employee's performance that demonstrates his/her achievement of the criteria. Attach supporting documents if possible and use additional paper if necessary.

Recognition Committee Recommendation (to be completed by the Committee):

Nominations must be submitted to the City Manager's Office by November 15.