



## STAFF REPORT

**City Council**  
**Meeting Date:** 8/27/2024  
**Staff Report Number:** 24-140-CC

**Regular Business:** Adopt a resolution to approve the successor agreement between the City of Menlo Park and the Menlo Park Police Officers' Association expiring Aug. 31, 2027

### Recommendation

Adopt a resolution to approve the successor agreement between the City of Menlo Park and the Menlo Park Police Officers' Association (POA) expiring Aug. 31, 2027, and appropriate the additional funds from unassigned General Fund balance in the fiscal year 2024-25 budget (Attachment A).

### Policy Issues

City Council retains sole authority to enter into memoranda of understanding (MOUs) with recognized labor units. Negotiations related to MOUs are governed by the Meyers-Milias-Brown Act (MMBA), Government Code §3500 et seq. MMBA requires that local agencies meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized collective bargaining units. MMBA further requires that the City fully consider proposals made by collective bargaining unit representatives before determining policy or course of action.

### Background

The City Council held its initial hearing to receive public input before launching negotiations with the POA May 21. After the public input hearing, City Council appointed Charles Sakai of Sloan Sakai Yeung & Wong LLP to serve as the City's chief negotiator. Mr. Sakai received direction to negotiate the successor MOU with the POA and successor negotiations commenced in June 2024. The Parties met both on and off-the-record and resolved matters by joint recommendation in August 2024.

### Analysis

Service to the community requires a skilled workforce that is committed to providing the level of public safety, customer service, and responsiveness expected by the City Council, residents, businesses, and other community sectors in Menlo Park. The POA is comprised of entry and journey level personnel and represents three classifications with 35 budgeted full-time equivalents (FTEs) in POA in fiscal year 2024-25.

This report summarizes the joint recommendation negotiated in good faith with POA representatives. The adoption of the successor MOU is scheduled to be ratified by the POA's membership before Aug. 27. While the Parties' joint recommendation conforms to the authority provided to Mr. Sakai, the final action requires City Council approval at a public meeting. Table 1 summarizes the tentative agreement terms with financial impacts. A redline version incorporating these terms into the current MOU will be transmitted for City Council adoption at least 72 hours in advance of its Aug. 27 meeting (Exhibit A of Attachment A).

Table 1: Tentative agreement items with financial impact to City		
Item	Description	Cost / (savings)
Term	The tentative agreement provides for a three-year term beginning Sept. 1, 2024, and ending Aug. 31, 2027. Given that negotiation of a successor agreement is not required for fiscal years 2025-26 and 2026-27, the City is estimated to save approximately \$30,000 per year, which reflects legal costs and internal staff time required to support negotiations.	(\$60,000)
Pay rates – Overall wage adjustments	The tentative agreement includes an across-the-board general salary increase to base pay, as follows: <ul style="list-style-type: none"> <li>• 3.0% effective the pay period following Sept. 1, 2024</li> <li>• 3.0% effective the pay period following Sept. 1, 2025</li> <li>• 3.0% effective the pay period following Sept. 1, 2026</li> </ul>	\$116,268 \$129,981 <u>\$135,602</u> \$381,851
Pay rates – Market-based adjustments	<p>In response to the City’s total compensation survey that found the police officer benchmark classification to be behind the market, and in recognition of current vacancy levels, along with the time, expense, and difficulty in recruiting police officers to fill those vacancies, the tentative agreement includes the following market-based equity adjustments:</p> <ul style="list-style-type: none"> <li>• Effective the first full pay period following Sept. 1, 2024, the City shall increase the base pay of each POA classification by 2%.</li> <li>• Effective the first full pay period in February 2025, the City shall add a new Step E to the salary schedule for police officer and delete the existing Step A, whereby the existing Step B becomes the new Step A. The new salary step will be 5% above the existing top step, in accordance with the standard salary step differential. POA members who have been at the existing Step E for at least one year will move to the new Step E upon implementation. Otherwise, members will move to their next salary step on their annual anniversary date.</li> </ul> <p>Market-based equity adjustments are independent of the GSI, and will be implemented in an additive (non-compounded) fashion.</p>	\$136,166

Table 1: Tentative agreement items with financial impact to City		
Item	Description	Cost / (savings)
Special pay - Longevity pay adjustment	<p>In an effort to attract more lateral police officers to join the City, the tentative agreement includes a modification to the existing longevity pay provision to recognize continuous service time as a full-time sworn police officer, rather than recognizing only the years of service with the City.</p> <p>Effective the first full pay period following Sept. 1, 2024, POA members who have at least one year of service as a full-time sworn police officer with the City will be credited with 0.5 years of service for every one year of service as an 830.1 Peace Officer for any other California agency.</p>	<p>This cost represents additional costs for current employees over the term of the agreement. Since this is a recruitment tool designed to attract lateral police officers, the cost will increase depending on the number of qualifying new hires.</p> <p style="text-align: right;">\$12,344</p>
Indirect costs tied to employee wages	<p>These costs include the corresponding increase to other City-provided benefits and special pays that are tied to wages (i.e., life insurance, long-term disability insurance, accidental death and dismemberment insurance, Medicare and workers' compensation). These increases in costs represent the unbudgeted amounts over the fiscal year 2024-25 budget and the latest five-year forecast presented to the City Council.</p>	\$689,541
Employee retirement cost share	<p>The City and POA previously entered into a cost-sharing agreement whereby CalPERS Tier 3 – PEPRA members contribute the greater of half of the normal cost or 12%. This equates to a minor additional cost to the employee and an added administrative burden to the City. Additionally, the employee retirement cost share was reduced in 2023 and then eliminated in July 2024 for other employee groups. The tentative agreement includes the following adjustments to the employee retirement cost share:</p> <ul style="list-style-type: none"> <li>• Effective the first full pay period following July 1, 2025, the cost share shall end and PEPRA members will contribute half the normal cost as calculated by CalPERS on an annual basis.</li> </ul>	<p>The cost of increasing the City's contribution to the full CalPERS employer rate would be offset by savings in staff time spent calculating the rate difference.</p>
Flexible benefits plan contribution	<p>The tentative agreement includes set contribution rates for 2025 plus an across the board increase in flexible benefits plan contribution based on the annual Consumer Price Index (CPI) for the San Francisco Bay Area:</p> <ul style="list-style-type: none"> <li>• 2025 – Incorporates a 2.4% CPI increase:                             <ul style="list-style-type: none"> <li>• \$2,719.41 per month - family coverage</li> <li>• \$2,091.85 per month - two-person coverage</li> <li>• \$1,085.66 per month - single coverage</li> </ul> </li> <li>• 2026 – CPI increase between 2-4%</li> </ul>	<p>\$13,370</p> <p>\$36,225</p>

Table 1: Tentative agreement items with financial impact to City		
Item	Description	Cost / (savings)
	<ul style="list-style-type: none"> <li>2027 – CPI increase between 2-4%</li> </ul>	<u>\$46,620</u> \$96,215
Disciplinary Action	The tentative agreement removes an existing limitation on the length of suspensions, updates the MOU provisions surrounding written or verbal warnings and written reprimands, and clarifies the types of disciplinary actions covered under this section.	No-cost item
Bereavement leave	The tentative agreement allows employees to take up to two additional days off per instance of bereavement for eligible family members using the employee's eligible leave banks. This is being updated to comply with new State law.	No-cost item.
MOU language clean-up	The parties agree to clean-up additional language in the MOU for added clarity and standardization and to comply with CalPERS or legal requirements.	No-cost item.
<b>Total</b>	<b>Year 1</b>	<b>\$349,319</b>
	<b>Year 2, incremental</b>	<b>\$608,584</b>
	<b>Year 3, incremental</b>	<b><u>\$358,214</u></b>
	<b>Three-year contract term total</b>	<b>\$1,316,117</b>

The tentative agreement provides three years of stability and known increases for POA represented classifications across all areas of wages and benefits. The economic package outlined above balances the need for fiscal sustainability with the goal of recruiting and retaining top talent in service to the community. One measure of fiscal sustainability is the relationship between the tentative agreement’s economic package and inflation as measured by the Consumers Price Index, All Urban Consumers (CPI-U), for the San Francisco area. The San Francisco Area CPI as of June 2024 showed an increase of 3.2% as compared to June 2023. Another measure of fiscal sustainability is the relationship between the tentative agreement and the amounts budgeted in the fiscal year 2024-25 budget and general fund five-year forecast. These items include 3% placeholder wage increases and 4% increases to benefit costs, taking into consideration increasing costs for employee pension and inflationary assumptions for non-salary items.

The terms of the successor agreement are an important component of recruiting and retaining quality police employees. The recruitment timeline from the time a prospective candidate applies for the job, undergoes the background process, attends the Police Academy, and completes Field Training to become an independent police officer is approximately one and a half years. This equates to a financial investment of approximately \$115,000 per candidate that completes the full process. Thus, ensuring the City can attract qualified applicants and lateral police officers is critical. Competition for top talent is significant. Providing a compensation package that improves the City’s market position and provides incentives for longevity and promoting within the City supports recruitment and retention of our highly qualified and experienced staff.

**Impact on City Resources**

The average annual cost of this three-year agreement is approximately \$438,706. The fiscal year 2024-25 budget incorporates placeholder wage and benefit increases subject to negotiations. Staff is requesting an additional appropriation of \$177,867 to fully fund the terms of the successor MOU with POA for fiscal year 2024-25.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

Public notification was achieved by posting the report 15 days prior to the City Council meeting of Aug. 27.

### **Attachments**

A. Resolution to adopt the successor MOU with POA (Sept. 1, 2024 – Aug. 31, 2027)

Report prepared by:

Charla Freckmann, Human Resources Manager

Jared Hansen, Assistant Administrative Services Director

Report reviewed by:

Brittany Mello, Administrative Services Director

**RESOLUTION NO. XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING AND ADOPTING THE COMPREHENSIVE MEMORANDUM OF  
UNDERSTANDING WITH MENLO PARK POLICE OFFICERS' ASSOCIATION  
WITH A TERM OF SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2027**

WHEREAS, the City of Menlo Park received a report on expiring labor agreements on May 21, 2024 in accordance with City Council's policy on Public Input and Outreach Regarding Labor Negotiations; and

WHEREAS, the Memorandum of Understanding ("MOU") between the City of Menlo Park ("City") and the Menlo Park Police Officers' Association ("POA") expires on August 31, 2024; and

WHEREAS, Negotiators for the City and POA began the meet and confer process on June 13, 2024, and met both on- and off-the-record and resolved matters by Joint Recommendation in August 2024; and

WHEREAS, City and the POA have met and conferred in good faith and have agreed to the attached comprehensive successor MOU (Exhibit A); and

WHEREAS, the POA bargaining unit is scheduled to ratify the Tentative Agreement prior to the City Council Meeting on August 27, 2024; and

WHEREAS, the terms of the successor MOU make changes to the wages, the CalPERS employee cost sharing agreement, flexible benefit plan contributions, various clean-up language regarding non-economic terms, and has a term September 1, 2024 to August 31, 2027.

NOW, THEREFORE, BE IT RESOLVED, by the Menlo Park City Council that:

1. City approves the Tentative Agreement with POA for a successor MOU with a term of September 1, 2024, through August 31, 2027, as set forth in Exhibit A attached and incorporated by reference; and
2. City Council authorizes necessary appropriations in the fiscal year 2023-24 budget for all additional costs related to implementation of the successor MOU; and
3. City Council authorizes the city manager or their designee to execute the successor MOU; and
4. City Manager may approve formatting edits to the successor MOU.

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I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-seventh day of August, 2024, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_ day of August, 2024.

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Judi A. Herren, City Clerk

Exhibit:

A. Successor Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**MENLO PARK POLICE OFFICERS' ASSOCIATION**  
**AND**  
**THE CITY OF MENLO PARK**



September 1, 202~~4~~<sup>1</sup> through August 31, 202~~7~~<sup>4</sup>

TABLE OF CONTENTS

	Page
ARTICLE 1: RECOGNITION .....	1
ARTICLE 2: P.O.A. RIGHTS .....	1
ARTICLE 3: MANAGEMENT RIGHTS .....	2
ARTICLE 4: NON DISCRIMINATION.....	3
ARTICLE 5: HOLIDAYS .....	4
ARTICLE 6: LEAVE PROVISIONS.....	7
6.1 Sick Leave .....	7
6.2 Long Term Disability .....	10
6.3 Leave Without Pay .....	10
6.4 Jury Duty and Subpoenas - Not Related to Official Duties .....	11
6.5 Military Leave .....	11
6.6 Bereavement Leave .....	11
6.7 Miscellaneous Leave Provisions .....	12
6.8 Training Offset .....	13
ARTICLE 7: WORK SCHEDULE .....	13
ARTICLE 8: GRIEVANCE PROCEDURE.....	17
ARTICLE 9: OUTSIDE EMPLOYMENT.....	22
ARTICLE 10: LAYOFFS, RESIGNATION, AND TRANSFER.....	23
ARTICLE 11: VACATIONS .....	25
ARTICLE 12: PERSONNEL ACTIONS .....	26
ARTICLE 13: PAY RATES AND PRACTICES.....	31
ARTICLE 14: RETIREMENT BENEFITS.....	41
ARTICLE 15: UNIFORM ALLOWANCE, SAFETY EQUIPMENT, AND TRAINING...44	
ARTICLE 16: DAMAGED PROPERTY OF POLICE OFFICERS.....	44
ARTICLE 17: BENEFIT PROGRAMS .....	45
ARTICLE 18: POLICE RECRUIT .....	48
ARTICLE 19: FULL UNDERSTANDING MODIFICATION AND WAIVER .....	50
ARTICLE 20: SEPARABILILTY.....	50
ARTICLE 21: LABOR MANAGEMENT COMMITTEE .....	50
ARTICLE 22: TERM OF AGREEMENT.....	51
APPENDIX A: PAY RANGES.....	53

## PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for ~~the~~ employees in ~~said this~~ representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations for this representation unit. of such employees. ~~Unless otherwise stated, employees in this unit are referred to as officers which generally includes the classification of Police Corporal.~~

This ~~Memorandum of O-Understanding~~ shall be presented to the City Council of the City of Menlo Park as the joint recommendation of the undersigned parties for the period commencing September 1, 202~~4~~ and ending August 31, 202~~4~~.

## ARTICLE 1: RECOGNITION

### 1.1 Union Recognition

The Menlo Park Police Officers' Association ("P-O-A-") is the exclusive recognized employee organization representing employees in the classification of Police Officer, Police Corporal, and Police Recruit in their employer-employee relations with the City of Menlo Park, and the P-O-A. has been certified by the City of Menlo Park as the duly recognized employee organization for this representation unit.~~said employees.~~

### 1.2 City Recognition

The City Manager or designee shall be the representative of the City of Menlo Park ("City") in employer-employee relations.

## ARTICLE 2: P-O-A- RIGHTS

### 2.1 Dues Deduction

The City shall deduct P-O-A- membership dues or insurance fees and any other mutually agreed upon payroll deduction from the biweekly pay of member officers. The dues deduction must be authorized in writing by the ~~officer-employee~~ on an authorization card acceptable to the City and the P-O-A-. The City shall remit the deducted dues and other fees to the P-O-A. as soon as possible after deduction.

The P-O-A- shall indemnify and hold harmless the City from any damage, liability, cost, or attorneys' fees in the event of any action in which the City is named as a party, which

action involves the implementation or maintenance of dues deduction, the use of dues after deduction, negligence of the ~~P-O-A-~~ regarding said dues or any similar claim.

## 2.2 Use of City Facilities

According to the current practice, the ~~P-O-A-~~ may continue to the use of City facilities for meetings of members.

## 2.3 No Strike

During the term of this ~~MOU, Memorandum, represented officers-bargaining unit employees~~ shall not engage in any concerted refusal to perform assigned services for the City. "Concerted refusal" as used herein refers to a strike, a sick out, a slow down, a speed up, the honoring of a picket line around City facilities and/or any action by bargaining unit employees that interferes with the full performance of City services by City employees. Nothing herein shall preclude ~~employees represented officers~~ from engaging in off-duty informational picketing that does not interfere with City operations. The City agrees not to lock out ~~represented officers-employees~~ during the term of this ~~MOU, Memorandum.~~

## ARTICLE 3: MANAGEMENT RIGHTS

3.1 The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California, and of the United States, including but not limiting the generality of the foregoing, the rights:

3.1.1 To set standards and levels of service;

3.1.2 To determine the procedures and standards of selection for employment;

3.1.3 To assign work to and direct its employees;

3.1.4 To determine the methods and means to relieve its employees from duty because of lack of funds or other lawful reasons;

3.1.5 To determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on workload and safety and any other matter within the scope of representation;

3.1.6 To determine methods of financing;

- 3.1.7 To determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
  - 3.1.8 To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;
  - 3.1.9 To make all decisions relating to merit, necessity or organization of City service;
  - 3.1.10 To discharge, suspend, demote, reprimand, or otherwise discipline employees for just cause in accordance with applicable laws;
  - 3.1.11 To establish employees performance standards including, but not limited to, quality and standards, and to require compliance therewith;
  - 3.1.12 To take necessary actions to carry out its mission in emergencies; and
  - 3.1.13 To exercise complete control and discretion over its organization and the technology of performing its work.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU Memorandum and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.
- 3.3 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.
- 3.4 Nothing herein shall be deemed as a waiver by the POA Police Officer's Association or its Mmembers of rights granted under Meyers-Milias-Brown Act (Government Code Sections 3500-3511, as amended) or the Police Officer's Public Safety Officers' Procedural Bill of Rights (for covered employees).

#### ARTICLE 4: NON DISCRIMINATION

- 4.1 The City agrees that there shall be no discrimination against any officer-bargaining unit employee in regard to any of the terms and conditions of employment on account of that officer's-employee's P-O-A- membership or non-membership or legitimate P-O-A- activities under this MOU. Agreement.

ARTICLE 5: HOLIDAYS

5.1 Except as otherwise provided, officers ~~and corporals within the representation unit~~ shall have the following 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	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

One full day either December 24 or December 31

5.1.1 Designation of December 24 or December 31 as a holiday shall be made by the Chief of Police, considering the needs of the service and the officer's desires.

5.1.2 All ~~officers and corporals bargaining unit members~~ will recognize listed Holidays the day on which they fall, even if other City Departments recognize the holiday on a different day.

As used in this section, "Holiday Pay" is straight time pay. Holiday Pay on days when an ~~officer or corporal employee~~ works may be coded as "regular pay" for payroll purposes.

Pay for holidays may not be taken as compensatory time off.

5.1.3 Work on a Listed Holiday.

a. Holidays on ~~Employee's Officer or Corporal's~~ Regular Workday. Any ~~officer or corporal employee~~ authorized to work on a listed holiday which falls on ~~their his or her~~ regular workday shall be paid time and one-half for such work in addition to holiday pay equal to the number of hours the ~~officer or corporal employee~~ works, up to a maximum of the regular shift length for the overtime shift and a minimum of eight (8) holiday hours.

Work on a listed holiday beyond the number of hours in the regular shift being worked on the holiday shall be compensated at double time. [For example, an ~~officer or corporal employee~~ working overtime in a special

assignment on a holiday will be entitled to double time after ten (10) hours; an ~~officer or corporal~~employee working overtime on patrol on a holiday will be entitled to double time after twelve (12) hours.]

Example 1: <del>Employee</del> Officer P1 has a regular work schedule of Monday through Thursday (Patrol) and works a full Patrol shift (12 hours) on a holiday which falls on a Monday ( <del>his or her</del> their regular workday). <del>Employee</del> Officer P1 would be paid a total of 30 hours (12 hours holiday pay plus 12 hours at time and one-half).
Example 2: <del>Employee</del> Officer P2 has a regular work schedule of Monday through Thursday (Patrol) and works a full Non-Patrol shift (10 hours) on a holiday which falls on a Monday ( <del>his or her</del> their regular workday). <del>Officer</del> Employee P2 would be paid a total of 25 hours (10 hours holiday pay plus 10 hours at time and one-half).
Example 3: <del>Employee</del> Officer P3 has has a regular work schedule of Monday through Thursday (Patrol) and works 4 hours on a holiday which falls on a Monday ( <del>his or her</del> their regular workday). <del>Employee</del> Officer P3 would be paid a total of 14 hours (8 hours holiday pay plus 4 hours at time and one-half).
Example 4: <del>Employee</del> Officer NP1 has a regular work schedule of Monday through Thursday (Non-Patrol) and works a full Patrol shift (12 hours) on a holiday which falls on a Monday ( <del>his or her</del> their regular workday). <del>Employee</del> Officer NP1 would be paid a total of 30 hours (12 hours holiday pay plus 12 hours at time and one half).
Example 5: <del>Employee</del> Officer NP2 has a regular work schedule of Monday through Thursday (Non-Patrol) and works a full Non-Patrol shift (10 hours) on a holiday which falls on a Monday ( <del>his or her</del> their regular workday). <del>Employee</del> Officer NP2 would be paid a total of 25 hours (10 hours holiday pay plus 10 hours at time and one half).
Example 6: <del>Employee</del> Officer NP3 has a regular work schedule of Monday through Thursday (Non-Patrol) and works 4 hours on a holiday which falls on a Monday ( <del>his or her</del> their regular workday). <del>Employee</del> Officer NP3 would be paid a total of 14 hours (8 hours holiday pay plus 4 hours at time and one half).)

- b. Holidays on an ~~Employee's~~Officer or Corporal's Regular Day Off. Any ~~employee~~officer or corporal authorized to work on a listed holiday on ~~his or her~~their regular day off shall be paid double time for such work in addition to eight (8) hours of holiday pay pursuant to Section 5.1.5.

<p>Example 1: <u>EmployeeOfficer</u> P4 has a regular work schedule of Thursday through Sunday (Patrol) and works a full Patrol shift (12 hours) on a holiday which falls on a Monday (<del>his or her</del><u>their</u> regular day off). <u>EmployeeOfficer</u> P4 would be paid a total of 32 hours (8 hours holiday pay plus 12 hours at double time).</p>
<p>Example 2: <u>EmployeeOfficer</u> P5 has a regular work schedule of Thursday through Sunday (Patrol) and works a full Non-Patrol shift (10 hours) on a holiday which falls on a Monday (<del>his or her</del><u>their</u> regular day off). <u>EmployeeOfficer</u> P5 would be paid a total of 28 hours (8 hours holiday pay plus 10 hours at double time).</p>
<p>Example 3: <u>EmployeeOfficer</u> P6 has a regular work schedule of Thursday through Sunday (Patrol) and works four (4) hours on a holiday which falls on a Monday (<del>his or her</del><u>their</u> regular day off). <u>EmployeeOfficer</u> P6 would be paid a total of 16 hours (8 hours holiday pay plus 4 hours at double time).</p>
<p>Example 4: <u>EmployeeOfficer</u> NP4 has a regular work schedule of Tuesday through Friday (Non-Patrol) and works a full Patrol shift (12 hours) on a holiday which falls on a Monday (<del>his or her</del><u>their</u> regular day off). <u>EmployeeOfficer</u> NP4 would be paid a total of 32 hours (8 hours holiday pay plus 12 hours at double time).</p>
<p>Example 5: <u>EmployeeOfficer</u> NP5 has a regular work schedule of Tuesday through Friday (Non-Patrol) and works a full Non-Patrol shift (10 hours) on a holiday which falls on a Monday (<del>his or her</del><u>their</u> regular day off). <u>EmployeeOfficer</u> NP5 would be paid a total of 28 hours (8 hours holiday pay plus 10 hours at double time).</p>
<p>Example 6: <u>EmployeeOfficer</u> NP6 has a regular work schedule of Tuesday through Friday (Non-Patrol) and works four (4) hours on a holiday which falls on a Monday (<del>his or her</del><u>their</u> regular day off). <u>EmployeeOfficer</u> NP6 would be paid a total of 16 hours (8 hours holiday pay plus 4 hours at double time).</p>

- 5.1.4 Holidays on an Employee'sOfficer or Corporal's Scheduled Work Day. An employeeofficer or corporal who is scheduled to work on a listed holiday, and who does not work will be paid eight (8) hours of holiday pay and must use appropriate leave to make up any difference between the holiday and the scheduled shift. An employeeofficer or corporal will not be paid for more hours than scheduled when the employeeofficer or corporal does not work.

Example 1: EmployeeOfficer P7 does not work any portion of ~~his or her~~their regularly scheduled shift on a holiday. EmployeeOfficer P7 will be paid eight (8) hours holiday pay and use four (4) hours of appropriate leave.

Example 2: ~~Employee~~Officer P8 works two (2) hours of ~~his or her~~their regular shift on a holiday. ~~Employee~~Officer P8 will be paid two (2) hours at time and one half, eight (8) hours holiday pay, and use (2) hours of appropriate leave.

5.1.5 Holidays on an ~~Employee's RDO~~Officer or Corporal's Regular Day Off

When a holiday falls on ~~the~~a regular day off, and the ~~employee~~officer or corporal does not work that day, that ~~officer or corporal~~employee shall receive eight (8) hours of holiday pay at ~~his or her~~their straight time hourly rate.

5.1.6 Holiday pay shall be reported in accordance with CalPERS requirements.

5.2 Reopener

Within thirty (30) days' written notice from the City, the Parties agree to reopen this MOU on the issue of Holiday Pay and overtime costs. Any changes will be by mutual agreement only.

ARTICLE 6: LEAVE PROVISIONS

6.1 Sick Leave

6.1.1 Each employee shall accrue sick leave each month at a rate of eight (8) hours per month.

6.1.2 Sick leave shall cease to accrue when an employee's accrual reaches the limit of one thousand five hundred hours (1,500) hours.

6.1.3 Employees hired by the City prior to July 1, 2011 may, upon retirement from City employment convert up to one thousand two hundred (1,200) hours of ~~his or her~~their total sick leave accrual to Retirement Health Insurance Credits.

6.1.4 City shall have the right and obligation to monitor the operation of sick leave and take appropriate action to insure that benefits are paid only for actual illness and injury. However, an employee may utilize up to six months' accrual of sick leave per year to care for an immediate family member who is ill or injured.

6.1.5 As provided in the City's ~~presently existing~~ Personnel Rules, the City shall have the right to require medical proof of illness or injury and to take appropriate disciplinary action in those cases where abuse has occurred.

6.1.6 Compensation for Accumulated Sick Leave

6.1.6.1 Resignation

A resigning officer or corporal hired by the City prior to July 1, 2011, who has fifteen (15) or more years of continuous service shall receive compensation for up to fifteen percent (15%) of his/her/their accumulated sick leave balance, up to a maximum limit of one thousand two hundred (1,200) hours. Such compensation shall be based on the officer or corporal's rate of pay on his/her/their last day paid service to the City.

6.1.6.2 Retirement

An officer or corporal hired by the City prior to July 1, 2011, who retires under PERS may select one (1) of the following options as compensation for accumulated sick leave, up to a maximum limit of one thousand two hundred (1,200) hours:

6.1.6.2.1 Twenty percent (20%) of his/her/their accumulated sick leave balance, based on the officer or corporal's rate of pay on his/her/their last day of paid service to the City; or

6.1.6.2.2 One month of paid health insurance for each unit of retirement health credit. At the time of retirement, the accrued sick leave balance may be converted to retirement health credits at the rate of one (1) unit for every eight (8) hours of accumulated sick leave with any remainder being rounded to the next higher credit; or

6.1.6.2.3 Cash compensation for twenty percent (20%) of accumulated sick leave based on the officer or corporal's rate of pay on his/her/their last day of paid service to the City, with the balance of accumulated sick leave converted to retirement health credits at the rate of one (1) unit for every eight (8) hours of accumulated sick leave and any remainder being rounded to the next higher credit. A unit of retirement health credit is equal to one month of paid health insurance.

6.1.6.2.4 Sick Leave Credit. At retirement, any unused sick leave you have an employee has may be converted to additional retirement service credit. (The additional service will not change youran employee's age at retirement.) YouEmployees will

receive credit for all unused sick leave certified by the Personnel Officer. It takes 125 days or 1000 hours of sick leave to receive half (0.5) a year of service credit with CalPERS. If the credit is indicated and verified on ~~your~~the employee's retirement application, it is added to the first retirement check. If not, an adjustment is calculated after ~~your~~the employee's retirement date and paid retroactively ~~to you~~ by CalPERS. To receive sick leave credit, ~~you~~an employee's retirement date must be within one -hundred and twenty (120) days of the date of separation from employment.

~~Officers~~Employees hired by the City on or after July 1, 2011, are only eligible to convert their sick leave balance to additional service credit at retirement in accordance with 6.1.6.2.4 above.

- 6.1.7 Any officer or corporal who qualifies for retirement health credit conversion and chooses the option of converting their accumulated sick leave balance to retirement health credits under 6.1.6.2.2 or 6.1.6.2.3 that has at least twenty (20) years of service with the City may elect to have their accrued sick 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. The retirement health credit calculated pursuant to this Section 6.1.7 shall not exceed the highest HMO health plan premium as may be in effect at the time such credit is applied. The election pursuant to this Section 6.1.7 shall be made at the time of retirement.
- 6.1.8 Double Coverage. ~~Workers~~Officers and corporals 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.
- 6.1.9 Family Coverage. ~~Workers~~Officers and corporals 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.
- 6.1.10 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist City employees ~~officers~~ who have exhausted sick leave due to a catastrophic illness, injury or condition of the ~~worker~~employee. This policy allows other ~~worker~~employees to make voluntary grants of time to ~~that worker~~a catastrophic leave bank so that ~~he/she~~qualified employees 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~~Human Resources Division will discuss with the POA or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to the ~~Personnel~~Human Resources Division and ~~Personnel~~Human Resources will process the contribution list in the order established. Any bargaining unit employee officer shall be allowed to contribute a maximum of eighty (80) hours of sick leave from their accrued sick 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~~their own sick leave, provided, however, they have maintained a positive sick 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.~~

The Parties intend to negotiate a City-wide Catastrophic Leave Policy which will permit donations of leave time without tax to the donor. This Section (6.1.10) will terminate and become ineffective once the Parties reach agreement on a City-wide program to replace this section.

## 6.2 Long--Term Disability

- 6.2.1 Should any non-work related illness or injury extend beyond forty-five (45) working days, the City will ~~en~~insure continued payment to an officer or corporal~~the worker~~ at 66.67 percent of salary, up to a maximum as provided ~~in~~by the long--term disability ~~policy~~benefit plan. 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~~ officer or corporal will be entitled to continued City paid health insurance, AD&D, 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~~ officer or corporal not be able to return to work, the ~~worker~~ officer or corporal will be permitted to continue to participate in City paid health insurance, AD&D, and dental and life insurance benefits. However, the officer or corporal ~~employee~~ will be required to pay 100% of any premium.

## 6.3 Leave Without Pay

- 6.3.1 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interest of the City.
- 6.3.2 Requests for leaves of absence without pay must be written and submitted to the Chief of Police and the Human Resources Division. The Human Resources Director may grant ~~a member~~an employee leave of absence without pay for a period not to exceed one (1) year, during which time no benefits and no seniority credit will accrue. Approval shall be in writing. Upon expiration of a regularly approved leave, or within five (5) working days after notice to return to duty, the ~~officer~~employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of an ~~officer~~employee on leave to report promptly at its expiration, or within three (3) working days after notice to report to duty, may be cause for disciplinary action.
- 6.3.3 If an officer or corporal is on an extended leave without pay, the City agrees it will not condition the return on the passing of a polygraph examination and will limit any other examination for fitness to the last thirty (30) days of said leave.

#### 6.4 Jury Duty and Subpoenas - Not Related to Official Duties

- 6.4.1 An officer or corporal 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 a leave of absence with pay from ~~his/her~~their assigned duties until released by the court, provided the officer 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.
- 6.4.2 When an officer or corporal 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 officer or corporal shall return to ~~his/her~~their regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

#### 6.5 Military Leave

Military leave of absence shall be granted and compensated in accordance with Military and Veterans Code Sections 389 and 395 et seq. ~~Officers~~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.

#### 6.6 Bereavement Leave

~~An officer~~Bargaining unit employees shall be allowed regular pay for not more than three (3) working days when absent because a death has occurred in the immediate family. Employees may take up to two (2) days off per instance of bereavement (as defined above) using the employee's eligible leave banks.

For purpose of bereavement leave, members of the immediate family shall be limited to spouse, registered domestic partner, children (including step-children), parent (including step-parent and parent-in-law), sibling (including step-sibling and sibling-in-law), grandparent, grandchild or dependent of the employee. ~~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 officer.~~ ~~Officers~~Employees may use personal leave for bereavement purposes for relations not included above provided such leave is approved in advance by the Chief of Police.

## 6.7 Miscellaneous Leave Provisions

- 6.7.1 Leaves of absence without pay which exceed four (4) weeks and are for leaves other than military, or job related disability shall not be included in determining seniority.
- 6.7.2 At the conclusion of a leave of absence an officer or corporal shall be returned to an equivalent position within his/her/their classification.
- 6.7.3 For any unpaid leave of absence the officer or corporal may elect to continue insurance coverage for up to the duration of his/her/their leave of absence at his/her/their own expense.
- 6.7.4 For any paid leave of absence, all benefits continue to accrue.
- 6.7.5 The City Manager or designee will designate the specific beginning and ending dates to meet the needs of the work and the City, which shall not exceed one (1) unpaid year.
- 6.7.6 At the specified date for return to duty from unpaid leave, if the officer or corporal has been disabled, ~~the officer's-their~~ notice of intention to return to duty shall be accompanied by a physician's statement certifying that the officer or corporal is medically qualified to assume full duties and responsibilities. If an officer or corporal is not medically qualified to assume full duties, on the date specified in 6.7.5, ~~he/shethey~~ shall be granted ~~a-sick~~ leave ~~accumulated~~ in accordance with section 6.1.1 and Labor Code Section 4850 but shall not be entitled to any other benefits.
- 6.7.7 At the conclusion of a leave of absence for any disability the officer or corporal may be required to submit a physician's statement certifying that ~~he/she is~~they are medically qualified to resume work.

6.7.8 Leaves shall not be unreasonably denied.

6.7.9 All provisions of this Article shall be administered in conformance with the Family and Medical Leave Act and the California Family Rights Act.

## 6.8 Training Offset

6.8.1 Officers or corporals who work a patrol shift as part of a 4/12 work schedule shall be provided with a bank of twenty-four (24) hours for training offset, credited pay period one (1) of each payroll calendar year. The hours shall be used to fill in for the remainder of a shift where voluntary training was provided (e.g., if an employee/officer attends an eight (8) hour day of training, ~~he or she~~they may use four (4) hours of training offset time to complete ~~his or her~~their twelve (12) hour shift. Eight (8) hours training plus four (4) hours training offset = twelve (12) hour shift).

These hours may only be used in conjunction with supplementing time off for voluntary training.

6.8.2 Training offset hours do not carry over to subsequent years. Training offset hours may not be cashed out, paid out on separation or used for any purpose other than stated above.

## ARTICLE 7: WORK SCHEDULE

The Chief of Police shall determine the appropriate regular or alternative work schedules for the Department and the various divisions, sections and details based upon feasibility or operational needs. The Chief of Police will meet and confer with ~~P.O.-A-~~ prior to making any changes to existing work schedules.

### 7.1 4/10 Work Schedule

A 4/10 work schedule is defined as ten (10) hours per day worked, four (4) days per calendar week. If used during the term of this Memorandum of Understanding MOU, it shall be subject to the following conditions:

7.1.1 The "4/10" schedule shall apply to ~~police~~ officers and corporals assigned to traffic, detectives, crime prevention or special assignments with the approval of the Chief of Police.

7.1.2 In the event the City elects to change the scheduling of days off or starting times for the shifts, the City shall provide at least thirty (30) days' advance written

notice and an opportunity for the P-O-A- to meet and confer on such proposed change.

7.1.3 In the event that staffing level falls to a point where a “4/10” schedule is no longer feasible, or operational needs of the department are not consistent with the “4/10” schedule, the City agrees to consult with P-O-A- prior to changing to an alternative work schedule.

7.1.4 If the City determines significant adverse impact of the “4/10” schedule because of increased sick leave, or increased overtime, or insufficiency in staffing levels, the City reserves the right to change to an eight (8) hours per day schedule.

7.1.5 The parties agree that provisions in the Personnel Rules and other City rules and regulations may be modified, expressly or impliedly, as they apply to those represented employees working the “4/10” schedule.

7.1.6 The 4/10 schedule shall revert to a five day, eight hour shift for any training that requires attendance at class for a consecutive five (5) day period.

## 7.2 4/12 Work Schedule

A 4/12 work schedule is defined as a series of twelve (12) hours per day worked in four consecutive days followed by four consecutive days off. The maximum assignment may total 168 hours in a twenty-eight (28) day cycle. If utilized, the schedule is subject to the following:

7.2.1 The 4/12 schedule shall apply to ~~police~~ officers and corporals assigned to general patrol and shall not apply to detectives, traffic, code enforcement or special assignments without the approval of the Chief of Police.

7.2.2 In the event the City elects to change the scheduling of days off or starting times for the shifts, the City shall provide at least thirty (30) days’ notice and an opportunity for the P-O-A- to meet and confer on such proposed changes.

7.2.3 The parties agree that provisions in the Personnel Rules and other City rules and regulations may be modified, expressly or implicitly, as they apply to those ~~represented employees~~ officers and corporals working the 4/12 schedule.

7.2.4 Nothing herein shall prevent the City from making temporary changes to address bona fide non-staffing emergencies that may arise during the term of this ~~Agreement~~ MOU.

## ~~7.3~~ Job Sharing

~~The City shall consider requests for job sharing. Job sharing is defined as an arrangement between two full-time regular sworn officers who share the responsibilities~~

~~of one position. Each employee agrees to relinquish his/her full-time status (40 hours a week) and work half time (20 hours a week). The opportunity for a job sharing arrangement will depend on the operational and staffing needs of the department at the time of the request. Job sharing arrangements shall be developed in accord with the "Job Share Program Policy".~~

### 7.34 Shift Change

The scheduled shift change dates shall take place on the first day of a twenty eight (28) day payroll cycle occurring closest to June 1, October 1 and February 1.

Further, the shift bid and vacation request process shall be as follows:

7.43.1 Shift bid will take place one month into the rotation. Two consecutive shift rotations will be bid at one time. Notice will be provided to the officers two (2) weeks prior to the designated day when the shift bid will occur.

7.43.2 On the designated shift bid day, officers will be assigned a fifteen minute time slot, by seniority, in which to call or come in to make their bid. Two phone numbers will be provided in which to call in. If the time allotted expires, that officer will be moved to the next available time slot at the bottom of the seniority list. If an officer is going to be out of the area, and unable to call in during their allotted times, a "proxy" bid will be allowed. The scheduling supervisor must be notified in advance who will be responsible for calling in the "proxy" bid prior to the designated shift bid day.

7.43.3 ~~Requests for guarantee vacation during the rotation periods will also be taken by sSeniority-based vacation bid for the rotation periods will occur after the -on the day of shift bid. There shall be two (2) rounds of vacation bids.~~

7.3.3.1 During the first round, each officer (in seniority order) may select vacation in full workweek increments (i.e., no partial workweeks will be allowed). Once an employee has selected a workweek for vacation, no other member of that officer's team may sign up for vacation during that workweek.

~~No single vacation day request will be accepted during the following dates: May 5, July 4, and January 1. However, if these dates fall within an officer's approved week request, it shall be granted.~~

7.3.3.2 During the second round, each officer or corporal (in seniority order) may select a vacation of less than one full workweek, as long as it falls within their total fiscal year accrual of vacation. No vacation request of less than one full workweek may include the following dates: May 5, July 4 and January 1. Signing up for

less than one week vacation will prevent other members of that officer's team from selecting those same days as vacation.

~~7.4.4 Each employee will have the ability to choose (1) less than one week vacation pick except those listed above, as long as it falls within their total fiscal year accrual of vacation. Employees signing up for less than one week vacation will prevent any other employee, on the same team, from having the ability to sign up for vacation during that same week due to our current time off policy, unless requested days do not conflict. The week for the purposes of this section will be Sunday through Saturday.~~

~~7.3.4.5~~ Prior to each shift bid process, special attention will be given to the department's specialty assignment list. If an officer is due to rotate out of their assignment during the rotation period for which the bid process is occurring, adherence to MPPD Policy 1029 – Rotational Assignments will be followed. The officer "will be extended to the next shift rotation date with approval of the Chief of Police."

~~7.3.5.4.6~~ The scheduling Sergeant will be present on the designated shift bid day to monitor all time slots, patrol shift slots and vacation requests.

~~7.34.67~~ ~~This section shall not apply to p~~Probationary employees, permanent employees whose assignments do not require shift changes, Police Recruits, Canine Officer, and employees in acting assignments will not participate in the shift or vacation bid.

~~7.34.78~~ Employees assigned to Canine and other specified assignments will bid by seniority for those assignments in slots designated by the Department (e.g., a canine officer may bid only for canine slots). The Chief may reassign employees in these assignments based on operational need at any time.

~~7.34.89~~ Shift bid for Corporals will be by seniority in slots designated by the Department.

~~7.34.910~~ The Chief of Police reserves the right to implement an individual rotating schedule in lieu of a team schedule.

~~7.45~~ Schedule Changes for Individual Officers and Corporals

The Department may change individual officer or corporal schedules with five (5) calendar days' notice. Any officer or corporal whose schedule is changed with less than five (5) calendar days' notice will be paid overtime for the first four (4) hours of the new schedule. This section shall not apply to (a) emergency situations; (b) probationary employees; (c) voluntary schedule changes; (d) schedule changes for training; or (e) schedule changes for employees in Canine or out of class assignments.

7.56 Nothing herein shall prevent the City from making temporary schedule changes to address bona fide emergencies that may arise during the term of this Agreement. An “emergency” is an unanticipated or unforeseen event or occurrence beyond the control of the City or the Police Department which requires prompt and immediate law enforcement response to prevent injury or damage to life, person, or property.

## ARTICLE 8: GRIEVANCE PROCEDURE

### 8.1 Definitions

8.1.1 A “grievance” is an alleged violation, misinterpretation or misapplication of the provisions of this ~~Memorandum of Understanding, MOU~~, policy and/or procedure manuals affecting the working conditions of the ~~officers-employees~~ covered by this ~~Agreement~~MOU; or

~~8.1.2 A “Disciplinary appeal” is an appeal from a disciplinary action of a Letter of Reprimand of higher against an officer covered by this Memorandum of Understanding.~~

8.1.23 A “grievant” is any officer adversely affected by an alleged violation of the specific provision of this ~~Memorandum~~MOU; or the Union.

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

### 8.2 General Provisions

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

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

8.2.3 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 P-O-A.

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.

8.2.4 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.

8.2.5 Any ~~officer-employee~~ may at any time present grievances to the City and have such grievances adjusted without the intervention of the ~~P-O-A~~, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the ~~Memorandum~~ MOU: provided that the City shall not agree to resolution of the grievance until the ~~Association~~ POA 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 grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the ~~P-O-A~~.

### 8.3 Grievance Procedure (for grievances as defined in 8.1.1)

#### 8.3.1 Level I - Immediate Supervisor

8.3.1.1 Any ~~officer-employee~~ who believes ~~he/she has~~ they have a grievance which is an alleged violation of the specific provisions of this ~~Memorandum of Understanding~~ MOU shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonable 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 employee and the immediate supervisor.

#### 8.3.2 Level II - Chief of Police

8.3.2.1 If the grievance is not 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) ~~Aa~~ description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) ~~Aa~~ listing of the provisions of this agreement which are alleged to have been violated; (c) ~~Aa~~ listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) ~~Aa~~ listing of specific actions requested of the City which will remedy the grievance.

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

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

### 8.3.3 Level III - Appeal to the City Manager

8.3.3.1 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 City Manager. This statement shall include a clear, concise statement of the reasons for the appeal.

8.3.3.2 The City Manager or designee shall communicate the decision to the grievant within ten (10) days. If the City Manager or their designee does not respond within the time limits provided, the grievant may appeal to the next level.

### 8.3.4 Level IV - Binding Arbitration

8.3.4.1 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 ~~P.O.A.~~ for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the ~~P.O.A.~~ shall inform the City of its intent as to whether or not the grievance will be arbitrated. The POA and the City shall attempt to reach a mutual agreement on an arbitrator. If no agreement can be reached, the parties shall jointly submit to the California State Mediation and Conciliation Service a request for the submission to representatives of the parties of a list containing the names of seven (7) Arbitrators who confirm their availability to hold and complete the arbitration hearing within sixty (60) days and who are members of the National Academy of Arbitrators (NAA). Upon receipt of the lists, the parties shall alternately strike names from the list, and the name which remains shall be the designated Arbitrator.

8.3.4.2 The arbitrator shall conduct and complete the hearing on the grievance, within sixty (60) days of the date of the ~~P.O.A.~~'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.

8.3.4.3 The City and ~~the P-O-A-~~ 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~~MOU 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~~MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall ~~he/shethey~~ impose any limitations or obligations not specifically provided for under the terms of this ~~Agreement~~MOU. 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.

8.3.4.4 The award of the arbitrator shall be final and binding.

8.3.4.5 The fees and expenses of the arbitrator (including the cost of any list of arbitrators pursuant to Section 8.3.4.1) shall be shared equally by the City and ~~P-O-A-~~

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. The cost of the services of such court reporter shall be shared equally by the parties.

8.3.4.6 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.

#### ~~8.4~~ Disciplinary Appeals

- ~~8.4.1 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.~~
- ~~8.4.2 A “disciplinary appeal” is a formal written appeal to 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.~~
- ~~8.4.3 Nothing herein constitutes a waiver of rights of employees otherwise granted by law.~~
- ~~8.4.4 Persons on probationary status (entry level or promotional) may not appeal under this agreement rejection on probation.~~
- ~~8.4.5 Letters of Reprimand may be appealed under this section only to Level III City Manager level.~~
- ~~8.4.6 An employee challenging a suspension, demotion or dismissal shall begin at Level III for this process.~~
- ~~8.4.7 Any officer who believes he/she has an appeal to any punitive disciplinary action (as defined in Section 8.1.2) shall present the appeal in writing to the City Manager within ten (10) days after receipt of the Notice of Discipline. 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 to the Letter of Reprimand and have that response included in his or her personnel file.~~
- ~~8.4.8 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 P.O.A. for arbitration of the dispute. Within twenty (20) days of the City Manager’s decision, the P.O.A. shall inform the City of its intent as to whether or not the discipline will be arbitrated. The POA must be the party taking the matter to arbitration.~~

~~8.4.9 — The parties shall attempt to agree to the selection of an arbitrator. However, in the event that the City and the POA cannot agree upon the selection of an arbitrator within twenty one (21) calendar days from the date that the POA has notified the City of its intent to proceed to Arbitration, the following procedure shall be followed:~~

~~8.4.9.1 — The parties will request a list of seven (7) arbitrators with experience in public safety discipline cases from the State Mediation and Conciliation Service. The parties shall alternately strike names from the list, and the name that remains shall be the designated arbitrator.~~

~~8.4.10 — The City and P.O.A. 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.~~

~~8.4.11 — An arbitration award under this section shall be subject to a petition to confirm, correct, or vacate pursuant to Code of Civil Procedure 1285 seq. In addition to the grounds set forth in 1286.2(a), a petition to vacate may be premised on errors of law extrinsic to the terms of the agreement.~~

~~8.4.12 — The fees and expenses of the arbitrator (including the cost of any list of arbitrators) shall be shared equally by the City and P.O.A. 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. The cost of the services of such court reporter shall be shared equally by the parties.~~

~~8.4.13 — The award of the arbitrator shall be final and binding.~~

~~8.4.14 — Within thirty (30) days' written notice from the City, the Parties agree to reopen this MOU on the issue of Police Reform, including ways to increase transparency and public accountability, and consideration of the disciplinary and disciplinary appeal process. Any changes will be by mutual agreement only.~~

## ARTICLE 9: OUTSIDE EMPLOYMENT

~~A unit member~~Employees shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to their his/her duties as an employee of the City, or with the duties, functions, or responsibilities of the City. All outside employment activity shall be governed by Section 1040 of the Police Department Manual.

ARTICLE 10: LAYOFFS, RESIGNATION, AND TRANSFER

10.1 Layoffs

- 10.1.1 The City Council retains authority to abolish positions, organize and reorganize City departments and determine organizational needs. In the event that the City eliminates a particular position or reduces the number of positions within a City department in a particular classification and the layoff of any employee in the department shall result therefrom, layoffs in the department shall be made in accordance with this Article.
- 10.1.2 All probationary employees in a particular classification shall be laid off before any regular employee in the classification.
- 10.1.3 Except as otherwise provided, layoffs shall be made in reverse order of seniority. ~~The e~~Employees with the least time served in a classification shall be laid off first, with ensuing layoffs occurring in reverse order of length of service in the classification. If two employees have served the same time in the classification, then, as between those two employees, the layoff shall be based on total time of service with the City including any contiguous service as a contract employee. If total time of service with the City is the same, then, as between those two employees, the layoff shall be based on performance ratings, and the need of the department, as determined by the department head.
- 10.1.4 Length of service shall be determined by computing total continuous service starting from the first day of service as a probationary employee in a classification, or, if necessary, the first day of service as a probationary employee with the ~~C~~eity. Up to three (3) months a year spent on active military leave and job related education leave shall be included. For employees working less than full time, hours shall be converted into eight (8) hour days for purpose of determining the length of service. Length of service in a classification shall include length of service in higher classification.
- 10.1.5 Regular employees subject to layoff, including regular employees on probation following reclassification, reinstatement, transfer, promotion, or demotion, shall be entitled to displace a less senior employee from a position in a lower classification in the same department so long as the employees were at one time members of the bargaining unit whose members were displaced. Any employee displaced under this subsection is an employee subject to layoff and is entitled to all the rights provided by the Rule, including the right to displace another employee. For any employee retreating within the department, seniority shall be computed as length of service in the classification to which the employee is retreating, plus any time served in any previously held higher classification in the department.

- 10.1.6 The names of all laid off employees shall be placed on a re-employment list for a period of three years following layoff for the position from which the former employee was laid off. Former employees on such list shall have employment preference over persons on eligibility lists. The former employee with the most seniority on this list shall be entitled to preference over other former employees on the list, provided that the position is filled within three (3) years of the former employee's layoff and the former employee accepts the position, and reports to the City Manager within ten (10) calendar days after notice is mailed to the former employee's last known address.
- 10.1.7 Former employees appointed from a re-employment eligibility list shall be restored to all rights accrued at the time of layoff, including rate of vacation accrual and seniority, unless compensation therefor has been received prior to re-employment. Severance pay, if any, shall not be repaid.
- 10.1.8 Regular employees who are laid off, including regular employees on probation following reclassification, reinstatement, transfer, promotion, or demotion, shall be entitled to two weeks' severance pay. Employees designated for layoff shall be given at least fifteen (15) calendar days' written notice.
- 10.1.9 No employee shall have greater or lesser seniority or other rights under this Article by virtue of representation by a particular union or lack of representation by any union.

## 10.2 Resignation

An ~~employee~~ officer or corporal wishing to resign in good standing from the competitive service shall file with the Chief of Police at least two (2) weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager with a statement by the Chief of Police as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Failure to give proper notice of resignation shall be entered on the service record of the employee and may be cause for denying future employment by the Ccity. Officers and corporals who have resigned will be allowed to rescind the resignation within seventy-two (72) hours of the original submittal by delivering written notice of rescission to the City Manager or to the watch commander if City hHall is closed.

## 10.3 Reinstatement Aafter Resignation

With the approval of the City Manager, an employee who has resigned with a good record may be reinstated within two (2) years to ~~their~~ his former position, if vacant, or to a vacant position in the same classification. Reinstatement is discretionary with the City Manager and not a matter of right. The re-employment eligibility list for laid off employees shall have preference over reinstatement under this Article. An employee reinstated under this Article shall be a probationary employee.

#### 10.4 Transfer

In the discretion of the City Manager an employee may be transferred from one position to another position in the same classification. In the discretion of the City Manager, an employee who is being laid off may be transferred to a vacant position in the same or lower classification, in order to provide for employment upon layoff. No employee shall be transferred to a position for which the employee does not possess the minimum qualifications.

### ARTICLE 11: VACATIONS

#### 11.1 Vacations

Each officer and corporal shall be entitled to ~~an~~ annual paid vacation, accrued as follows:

- Less than three (3) years of service - ninety-six (96) hours per year.
- Three (3) years of service through five (5) years of service - one hundred twelve (112) hours per year.
- Six (6) years of service through ten (10) years of service - one hundred thirty-six (136) hours per year.
- Eleven (11) years of service through fifteen (15) years of service - one hundred fifty-two (152) hours per year.
- Over fifteen (15) years of service - one hundred seventy-six (176) hours per year.

#### 11.2 Effect of Probationary Period

The probationary period counts for purposes of vacation accrual.

#### 11.3 Maximum Accrual

Vacation may be accrued up a maximum of four hundred forty (440) hours. After reaching ~~said~~ maximum accrual, the officer or corporal must take time off or accrual will be frozen.

#### 11.4 Scheduling

The ~~Police~~ Chief of Police shall determine the vacation schedule considering the needs of the service and the officer or corporal's desires.

#### 11.5 Payment on Separation or Leave

Accrued vacation time up to the maximums described in Section 11.3 above shall be paid to an officer or corporal permanently separated from City service.

#### 11.6 Cashout of Vacation Accrual

Officers may cash out accrued ~~V~~vacation in accordance with the Vacation Cashout Policy.

### ARTICLE 12: PERSONNEL ACTIONS

#### 12.1 Probation

(a) ~~Lateral A~~ppointments to a Police Officer position in this bargaining unit, ~~who come from another police agency and who have obtained a POST basic certificate, and Academy Graduates who have obtained a POST basic certificate~~ shall be subject to a probationary period of twelve (12) months.

(b) Appointments to the Police Recruit classification are temporary appointments \_\_\_\_\_ and time spent as a Police Recruit will not count towards the porobationary \_\_\_\_\_ period for Police Officer.

(bc) Appointments to a Police Corporal position in this bargaining unit shall be subject to a probationary period of twelve (12) months.

#### 12.2 Unsatisfactory Probation of Promoted Employee

A regular employee who is rejected for a position to which the employee has been promoted shall be placed as a regular employee in the highest position meeting the following requirements:

- (a) the employee formerly held such position as a regular employee;
- (b) the employee was not discharged or demoted from such position;
- (c) the employee did not resign from such position, or if so, was reinstated to it;
- (d) the position is in existence at the time of termination of the probationary period;

(e) the employee has greater seniority than the employee holding such position.

Any employee displaced under this Article is an employee subject to layoff and is entitled to all rights provided by Article ~~109.4~~, including the right to displace another employee.

## 12.3 Discharge, Demotion, Suspension, and Reprimand

### 12.3.1 Grounds

12.3.1.1 ~~Employees~~Officers and corporals may be ~~discharged, demoted, suspended, or reprimanded~~disciplined for just cause, including but not limited to:

12.3.1.1.1 ~~Employee's~~An officer or corporal's failure or inability to perform duties required by management for the particular position or to conform to required policies of the City.

12.3.1.1.2 ~~Employee's~~An officer or corporal's breach of discipline, violation of legal obligations to the ~~E~~employer, or dishonesty.

12.3.1.1.3 Misrepresentation to the ~~E~~employer, including any false statement or non-disclosure of a material fact, or any actual or attempted deception.

12.3.1.1.4 Conviction of a felony that is job related.

12.3.1.1.5 Failure to report to work for a period of three consecutive working days and to communicate satisfactory reasons for not reporting to work.

### 12.3.2 ~~Discharge and Demotion~~Disciplinary Action

12.3.2.1 Disciplinary action shall be limited to: dismissal, demotion, suspension, reduction in salary, letters of reprimand or transfer for purposes of punishment. The Chief of Police may recommend disciplinary action ~~an employee be discharged or demoted~~ for just cause, including any of the reasons specified in Article 12.3.1. ~~of this Rule.~~ The ~~employee~~officer or corporal shall be given a written statement of the reasons for the proposed ~~demotion or discharged~~disciplinary action. ~~unless the employee files a written waiver thereof.~~ No discharge or demotion shall become effective until:

(a) the employee fails to pursue appeal proceedings as hereafter provided, or

(b) the City Manager or designee has approved the ~~discharge or demotion~~disciplinary action following a meeting with the ~~employee officer or corporal~~ as ~~hereafter~~ provided below.

### ~~12.3.3~~ Suspension

~~12.3.3.1~~ The Chief of Police may suspend an employee without pay for disciplinary reasons for a period not exceeding three (3) days of actual time.

### 12.3.34 Formal Reprimand

12.3.34.1 A Formal Reprimand is a written notification to an ~~employee officer or corporal~~ of misconduct and/or sub-standard performance. Reprimands shall not be subject to the arbitration provisions of ~~Article 8~~Section 12.3.4, Disciplinary Appeals.

12.3.43.2 An ~~employee officer or corporal~~ who has received a formal reprimand and has completed twenty-four (24) months of work without further disciplinary action may request ~~said that the~~ formal reprimand be removed from the ~~employee officer or corporal's~~ personnel file. The City shall remove the reprimand based on a qualifying request. Formal reprimands which have been removed from an officer or corporals's personnel file eligible for removal shall not be relied upon for any future disciplinary action, unless the pending disciplinary action is for similar misconduct and/or sub-standard performance.

### 12.3.4 Disciplinary Appeals

12.3.4.1 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. For purposes of this section, a "day" is any day in which the administrative offices of the City of Menlo Park are open for regularly scheduled business.

12.3.4.2 A "disciplinary appeal" is a formal written appeal to any punitive disciplinary action as defined in Section 12.3.2. 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 or temporary officers including police recruits or 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.

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12.3.4.3 Nothing herein constitutes a waiver of rights of officers or corporals otherwise granted by law.

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12.3.4.4 Officers and corporals on probationary status (entry-level or promotional) may not appeal rejection during probation.

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12.3.4.5 Any officer or corporal who wishes to appeal any punitive disciplinary action (as defined in Section 12.3.2) shall present the appeal in writing to the city Manager within ten (10) days after receipt of the Notice of Discipline. 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 affirming, modifying or overruling the disciplinary action being appealed within ten (10) days after the presentation of the appeal. For letters of reprimand, the City Manager's decision shall be final. However, the officer or corporal may write a response to the letter of reprimand and have that response included in their personnel file.

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12.3.4.6 For appeals from disciplinary actions (excluding letters of reprimand), if the officer or corporal is not satisfied with the decision of the City manager, they may, within ten (10) days of the receipt of the decision, submit a request in writing to the POA for arbitration of the dispute. Within twenty (20) days of the City Manager's decision, the POA shall inform the City of its intent as to whether or not the discipline will be arbitrated. The POA must be the party taking the matter to arbitration.

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12.3.4.7 The parties shall attempt to agree to the selection of an arbitrator. However, in the event that the City and the POA cannot agree upon the selection of an arbitrator within twenty-one (21) calendar days from the date that the POA has notified the City of its intent to proceed to arbitration, the parties will request a list of seven (7) arbitrators with experience in public safety discipline cases from the State Mediation and Conciliation Service. The parties shall alternatively strike names from the list and the name that remains shall be the designated arbitrator.

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12.3.4.8 The City and the POA agree that the arbitrator shall prepare a written decision containing findings of fact, determination of

issues and a disposition 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.

12.3.4.9 The fees and expenses of the arbitrator (including the cost of any list of arbitrators) shall be shared equally by the Cith and the POA. 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. The cost of the services of a court reporter shall be shared equally by the parties.

12.3.4.10 The award of the arbitrator shall be final and binding. However, an arbitration award under this section shall be subject to a petition to confirm, correct or vacate pursuant to California Code of Civil Procedure, Section 1285 seq. In addition to the grounds set forth in Section 1286.2(a), a petition to vacate may be premised on errors of law extrinsic to the terms of the MOU.

12.3.4.11 Within thirty (30) days' written notice from the City, the parties agree to reopen this MOU on the issue of Police Reform, including ways to increase transparency and public accountability, and consideration of the disciplinary action and disciplinary appeal process. Any changes will be by mutual agreement only.

#### 12.4 Personnel Files

Except as provided elsewhere in this article, in imposing disciplinary action the City may not rely upon any previous formal disciplinary action, or written evaluation not contained in the employee's personnel file. Except for purposes of demonstrating prior notice, Tthe City may rely on verbal or written warnings not made a part of the file issued within the preceding twelve (12) months. In cases where an officer or corporal is suspended or demoted and such discipline is sustained, a record of such action shall be kept in the personnel file and any ~~such~~ documentation supporting ~~such~~ the disciplinary action shall be kept in a separate file in the Human Resources ~~Department~~ Division.

#### 12.5 Internal Affairs Investigations

Except when internal affairs investigations are assigned to a person(s) from an outside agency, all investigations shall be conducted by sworn ~~officers-members~~ of the Menlo Park Police Department, who shall be superior in rank to the ~~officer~~ employee(s) interviewed (except for alleged violations of the City's Anti-Harassment/Non-

Discrimination policy investigations which may be conducted by Human Resources staff).

## 12.6 Complaint Investigations

In conducting Internal Affairs Investigations, the City shall comply with Penal Code Section 832.5 and Menlo Park Police Department Policy 1020 – Personnel Complaint Procedure. When conducting such investigations, the City agrees to provide sworn employees (officers and corporals) with the rights accorded them in Government Code Sections 3300, et seq.

## 12.7 Contract and Temporary Officers

12.7.1 The use of contract officers shall be eliminated.

12.7.2 Use of temporary officers shall not be used to circumvent the eligibility lists for appointment.

12.7.3 All budgeted positions shall be filled from the eligibility list.

12.7.4 Any contract officer who has not completed the service required for P.O.S.T. certification at the time this ~~Agreement~~MOU is executed shall be permitted to complete such service. At that time, the officer's contract shall end.

## ARTICLE 13: PAY RATES AND PRACTICES

### 13.1 Salary Schedule

13.1.1 General Salary Increase – Effective the beginning of the first full pay period following September 1, 2024, the pay rates for employees in this representation unit shall be increased by an amount equal to three percent (3%).

#### 13.1.2 Market Equity Adjustment

Effective the beginning of the first full pay period following September 1, 2024, employees in the Police Officer Job Family (including Corporal and Police Recruit) will receive a two percent (2%) market equity adjustment.

Note: Market-based equity adjustments are independent of the General Salary Increase and will be implemented in an additive (non-compounded) fashion (i.e., the initial increase will be a total of five percent (5%) inclusive of the

General Salary Increase of three percent (3%) and the Market Equity Adjustment of two percent (2%).

~~Bargaining unit members who are City employees during the first pay period following the City Council adoption of the resolution authorizing amendments to the MOU will receive a one-time lump sum payment of \$2,000. Employees may elect to have the \$2,000 Lump Sum Payment deposited into their Deferred Compensation Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Compensation Account or if the money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.~~

13.1.3 Effective the beginning of the first full pay period following September 1, 2025, the pay rates for employees in the representation unit shall be increased by an amount equal to three percent (3%).

13.1.4 Effective the beginning of the first full pay period following September 1, 2026, the pay rates for employees in the representation unit shall be increased by an amount equal to three percent (3%).

~~13.1.2 Effective the beginning of the first full pay period following July 1, 2022, the pay rates for employees in this representation unit shall be increased by an amount equal to three percent (3%).~~

~~13.1.3 Effective the beginning of the first full pay period following July 1, 2023, the pay rates for employees in this representation unit shall be increased by an amount equal to three percent (3%).~~

13.1.4 Classification and Compensation Study

~~The parties agree to meet with the City's retained survey consultant, and review the consultant's recommended survey jurisdictions, benchmark classifications, and survey matches for a revised Total Compensation Survey to be completed by January 31, 2023.~~

~~The Parties intend the Total Compensation Survey to provide information to support consideration of market-based equity adjustments for individual classifications for successor MOU negotiations. Negotiations will consider both the total compensation survey results and the City's Financial recovery, including:~~

- ~~• Impact on assessed values for the 2021, 2022, and 2023 rolls~~
- ~~• TOT recovery, considering 2019 baseline.~~

### 13.2 Step Increases and Salary Step Adjustment

13.2.1 Merit advances from the first salary step to the second salary step after initial appointment to a classification shall be granted ~~at~~after six (6) months ~~intervals~~ and between second and subsequent steps at one (1) year intervals if the affected officer has demonstrated continued competent service. Officers who are hired in at Steps B, C or D, or are promoted and placed at Steps B, C or D will be eligible for their next step increase in six (6) months. For the purpose of determining step time requirements, time will commence on the first day of the month coinciding with or following entrance onto a salary step. Step increases shall be effective on the first day of the payroll period in which the time requirements have been met.

13.2.2 Effective the first full pay period in February 2025 (i.e., February 9, 2025), the City shall add a new salary step to the salary schedule for the classifications of Police Officer and Police Corporal. This new salary step will be five percent (5%) above the existing Step E. Immediately upon the establishment of the new salary step, the existing Step A will be deleted and salary steps will be renamed A-E.

Except as provided in Section 13.2.3, employees will remain at their same pay rate but their step placement will be adjusted as shown in the following table:

<u>Step on February 8, 2025</u>	<u>Step Effective February 9, 2025</u>
<u>Step A</u>	<u>deleted</u>
<u>Step B</u>	<u>Step A</u>
<u>Step C</u>	<u>Step B</u>
<u>Step D</u>	<u>Step C</u>
<u>Step E</u>	<u>Step D</u>
	<u>Step E</u>

For example, an officer at Step C on February 8, 2025, will move to Step B on February 9, 2025, with no change in pay.

Except as provided in Section 13.2.3 officers will move to their next salary step on their existing anniversary date. For example, an officer who moved to Step B on January 1, 2025, would be adjusted to Step A (with no change in pay) on February 9, 2025, and move to new Step B on January 1, 2026.

13.2.3 Any officer who has been at the existing Step E for at least one year as of February 8, 2025, will be moved to the new Step E on February 9, 2025. Any officer who is in the existing Step A as of February 8, 2025, will remain in that step (existing Step A) until their six-month anniversary and then will move into new Step A.

### 13.3 Bilingual Differential

- 13.3.1 Officers and corporals who are 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.
- 13.3.2 Eligibility for the bilingual pay differential shall be determined by the Human Resources DepartmentDivision on the basis of a proficiency test developed and administered by the City. Any officer or corporal who does not pass such a proficiency test shall be allowed to take the CHP conversational test, and if the officer passes the CHP test, the officer or corporal shall thereafter receive the bilingual differential. Notwithstanding the above, any officer or corporal called upon by the Chief of Police, or the Chief's designee, frequently over a period of at least several months, to use a language other than Spanish shall be eligible for the bilingual differential upon passing a proficiency test for such language administered by the Human Resources Department,Divison, as above.
- 13.3.3 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 appointment letter.
- 13.3.4 No employee shall be required to use bilingual skills who is not compensated under this section.

### 13.4 Call Back Pay

Officers and corporals who are called back after leaving work at the end of either a normal shift or hold over period shall be entitled to a minimum of four (4) hours of pay at the rate of time and one-half (1-1/2).

### 13.5 Off-Duty Training

The City will make every reasonable effort to schedule training on-duty. If training is required for an employeeofficer or corporal who is off-duty, the City agrees to provide a minimum of two (2) hours at time and one-half (1-1/2).

### 13.6 Off-Duty Court Appearances

13.6.1 Any represented-employeeofficer or corporal required to appear in Court during off-duty hours, shall receive a minimum of three (3) hours pay at time and one-half (1-1/2). Any represented-employeeofficer or corporal required to appear on a day they are not scheduled to work or after working a midnight shift that ends

in the morning of the day of the court appearance shall receive a minimum of four (4) hours pay at time and one-half (1-1/2).

13.6.2 Any officer or corporal required to be available by phone as directed by the Court or a representative of the District Attorney's Office shall be entitled to receive pay at straight time for all time required to remain on-call, provided, however, that the officer or corporal has received permission in advance from the Chief of Police, Police Commander or Watch Commander to be on standby. This section shall not apply if the officer or corporal is eligible for pay under Section 13.6. Initial approval shall be for a maximum of four (4) hours. If additional time is required by the District Attorney's Office, the officer or corporal shall call in to the Chief of Police, Police Commander or Watch Commander to receive permission to remain on on-call status for the additional time.

### 13.7 Working Out of Classification

13.7.1 Any officer who with supervisory approval works in the Sergeant classification shall be paid for working out of classification at the rate of the lowest step within the range of the higher classification, or at five percent (5%) above the current rate of pay, whichever is higher. Such pay rate shall be paid for the hours duties are actually assigned and performed in the higher classification.

13.7.2 The parties understand that Corporals performing duties as Watch Commanders are not working out of classification until they have been assigned to be Acting Watch Commander for more than ninety (90) consecutive calendar days. Corporals assigned to be Acting Watch Commander will receive out of classification pay beginning the 91<sup>st</sup> consecutive day of the assignment. Officers who are working as Acting Watch Commanders will be eligible for out of classification pay pursuant to Section 13.7.1.

### 13.8 Overtime and Compensatory Time

#### 13.8.1 Fair Labor Standards Act and MOU Overtime

13.8.1.1 For purposes of Fair Labor Standards Act (FLSA) overtime, the City shall observe a 7(k) work period of twenty-eight (28) days.

13.8.1.2 Notwithstanding the FLSA work period, the City shall pay MOU overtime at one and one-half (1-1/2) times the employee's regular rate of pay on all hours worked beyond an employee's regular biweekly work schedule. For purposes of calculating MOU overtime, all hours in paid status shall count as hours worked.

Example A: Officer A is schedule to work forty (40) hours per week (eighty hours biweekly). During the biweekly pay period, Officer A takes three (3) days of paid vacation leave (30 hours), works fifty (50 hours) regularly-scheduled hours, and works an additional 12-hour patrol shirft. Officer A is entitled to overtime for the twelve (12) hour patrol shift.

Example B: Officer B is on a patrol schedule of seventy-two (72) hours in the biweekly pay period. Officer B takes no leave, works seventy-two (72) regularly-scheduled hours and is held over for four (4) additional hours. Office B is entitled to overtime for the four (4) hour holdover.

Example C: Officer C is on a patrol schedule of ninety-six (96) hours in the biweekly pay period. Officer C is held over for four (4) additional hours. Officer C is entitled to overtime for the four (4) hour holdover.

Note: The City pays a blended amount for regularly-scheduled hours each pay period in a 28-day work period. Therefore, officers assigned to a 4/12 patrol schedule are paid 84 hours per biweekly pay period (168 hours every 28 days), even though they work either 96 or 72 hours in a pay period.

~~Officers on a forty (40) hour assignment shall be paid overtime at the rate of time and one half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in a single workweek. Officers who work a patrol schedule under a 7(k) work period as allowed under the Fair Labor Standards Act shall receive overtime for all hours worked in excess of one hundred sixty-eight (168) hours in a 28 day work period. Hours worked shall include all hours for which the officer is in a paid status including paid leave time.~~

13.8.2 Overtime may be assigned on a required basis or requested by an ~~officer~~ employee and approved by the Police Department. At the option of the officer or corporal, overtime shall be paid or accumulated and taken as compensatory time.

13.8.3 Compensatory Time Off (CTO). An officer or corporal may accumulate a maximum of two--hundred (200) hours of compensatory time. Compensatory time may be used when the services of an officer or corporal are not needed for the efficient functioning of the department, and must be approved in advance by the Chief of Police Chief or designee. Once an officer or corporal has reached the limits of compensatory time in this section he/shethey shall receive cash at the overtime rate for all overtime worked.

13.8.4 Upon termination, all unused compensatory time shall be paid off at the final rate of pay received by the officer, consistent with the Fair Labor Standards Act.

13.8.5 The City has identified a potential issue involving constructive receipt based on employees' choice to elect either CTO compensatory time off or pay for overtime work. ~~The POA believes this issue is best resolved through a has requested for a Private Letter Ruling (PLR) from the Internal Revenue Service on this issue. Therefore, the POA agrees to take all actions to formally request a PLR on this issue (including payment of required fees) no later than March 15, 2019.~~

~~The following is the statement of the issue and question to be requested in the PLR:~~

- ~~• Sections 13.8.1, 13.8.2, 13.8.3, and 13.8.4 of the collective bargaining agreement between the City of Menlo Park and the Menlo Park POA, address the manner in which overtime and compensatory time are earned, accrued, used, and paid. An employee may roll over their compensatory time bank from year to year up to the two hundred (200) hour limit, but may only use the banked hours for paid time off and cannot receive cash for the banked hours.~~
- ~~• Employees who work an overtime assignment have the option to receive pay or accumulate compensatory time off for the time worked. Employees make the election of whether to accrue compensatory time off or receive pay prior to when they turn in their timecard for the pay period in which it is worked (this can occur either before or after the time is worked).~~
- ~~• Does the above contract language regarding the manner in which overtime and compensatory time is credited and used constitute constructive receipt or is it compliant with IRS regulations as written?~~
- ~~• If the language does constitute constructive receipt which term or terms cause constructive receipt?~~

~~If the POA fails to take all actions to formally request a PLR by the deadline or (1) the IRS determines that the current language in the MOU regarding an employee's employee's election to receive pay or accrue CTO compensatory time off for overtime worked triggers constructive receipt, or (2) the IRS issues guidance that the earning of CTO triggers constructive receipt, the parties agree to immediate implementation of the following changes:~~

- (a) The option to choose overtime pay in cash or compensatory time shall be eliminated.
- (b) The Vacation Accrual cap will be increased from 440 hours to 550 hours; and

- (c) With the last full pay period each December, all unused compensatory time shall be cashed out at the employee's rate of pay.

If the IRS initiates enforcement actions related to constructive receipt issues based on the earning of CTO at other public agencies, the MOU will reopen on the issue of CTO and the parties will meet and confer over ways to address the constructive receipt issue.

~~If the IRS determines that constructive receipt does not occur in the identified circumstance, the vacation and compensatory time off accrual caps will remain status quo.~~

### 13.9 On-Call Status for Detectives

13.9.1 Detectives assigned to an on-call status shall be compensated one (1) hour of pay at the ~~member's~~ officer or corporal's regular rate of pay for each day ~~he or she~~ they are assigned to on-call duty.

13.9.2 On-call status shall be assigned by the Division Commander or designee and will normally be rotated among the detectives. On call assignments will normally be for a one-week period, running from Tuesday at 0800 hours to the next Tuesday at 0759 hours. The Division Commander or their designee may allow for substitution or a change to the on-call scheduling as the need arises.

13.9.3 When a Detective is assigned to work as the Detective Supervisor, ~~he or she~~ they will be compensated for on call duties pursuant to the MOU between the City and the Police Sergeants Association. The Detective Supervisor will not be the only on-call detective.

13.9.4 Detectives who are on-call and fail to respond when called may be subject to disciplinary action.

### 13.10 Daylight Savings Time

For any shift that works during the night that clocks are moved forward one hour or back one hour in connection with Daylight Savings Time, officers or corporals will coordinate with their supervisors reporting an hour earlier or an hour later than their regular shift starting time so that hours worked shall be those of a regular shift.

### ~~13.11 On-Call Status for Court or District Attorney Directed Standby~~

~~Any represented employee required to be available by phone as directed by the Court or a representative of the District Attorney's Office shall be entitled to receive pay at straight time for all time required to remain on-call, provided, however, that the employee has received permission in advance from the Chief of Police, Police Commander or Watch Commander to be on said standby. This section shall not apply if the employee is eligible for pay under Section 13.6. Initial approval shall be for a~~

~~maximum of four hours. If additional time is required by the District Attorney's Office, the officer shall call in to the Chief of Police, Police Commander or Watch Commander to receive permission to remain on on-call status for the additional time.~~

### 13.11 Remote Call-In

~~Sections 13.4, 13.5 and 13.6 do not apply when officers or corporals are required to remotely attend meetings, trainings, or court during off-duty time. Remote attendance includes but is not limited to: telephonic, video or virtual attendance. When an officer or corporal is required to remotely attend a meeting, attend a training or appear in court during off-duty hours, the officer or corporals shall receive a minimum of one (1) hour of pay at time and one-half.~~

~~Employees are not entitled to the remote call-in minimum for incidental telephone, text or video contacts (e.g., a call to confirm information). Employees who respond to incidental telephone or video contacts during off-duty hours will be compensated for actual time spent at the rate of time and one-half, subject to the closest fifteen (15) minute interval (e.g., eight (8) minutes rounds up to fifteen (15) minutes).~~

### 13.12 POST Incentive

~~Police~~ ~~o~~Officers and corporals who have received their POST Intermediate certificate shall receive a five percent (5.00%) POST incentive premium calculated upon their base pay, in accordance with the current practice.

~~Police~~ ~~o~~Officers and corporals who have received their POST Advanced certificate shall receive a ten percent (10.00%) POST incentive premium calculated upon their base pay, in accordance with the current practice.

While the City may assist ~~the officer employees~~ in determining POST certificate eligibility, the ~~officer employee~~ shall be responsible for submitting the proper paperwork in a timely fashion. POST incentive pay shall be effective on the first pay period in which the submittal by the ~~employee officer or corporal~~ has been accepted by the City. There shall be no retroactivity because the ~~employee officer or corporal~~ failed to file for either the intermediate or advanced certificate.

### 13.13 Canine Pay

13.13.1 Each Canine Handler assigned to the duty of caring for, feeding and supervising police dogs, shall receive seven (7) hours of overtime each biweekly pay period at time and one-half of the ~~employees~~officer or corporal's pay rate. Such additional compensation shall not be paid for any

two (2) consecutive biweekly periods during which such additional duty is not performed by the ~~employee~~officer or corporal, whether for the reason that the dog assigned to such ~~employee~~officer or corporal is boarded at the kennel at City expense or otherwise.

13.13.2 The additional compensation provided for in Section 13.13.1 is calculated to equal one-half (1/2) hour per day care of the police dog and granted in recognition of the personal investment, duties and responsibilities of the K-9 assignment including the time spent by the ~~unit employee~~officer or corporal while off duty in the care and maintenance of the assigned canine. The additional compensation is based on the expected additional work required for the care of the dog, given the work historically required for such care. This extra compensation is not to be considered premium pay. Any additional time beyond the biweekly limit of seven (7) hours stated above shall require approval in advance by the Chief of Police or designee. The City shall pay costs associated with the "Initial Basic Training of Handler and K-9" when an officer is assigned for canine duty. The City agrees to meet and confer with the POA over any modifications to this provision made necessary by changes in Fair Labor Standards Act requirements prior to implementation.

#### 13.14 Employee Vehicle Use Agreement

Officers and corporals assigned ~~to~~ detectives, who are assigned to use their personally owned vehicles 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.

#### 13.15 Night Shift Differential

For officers and corporals assigned to patrol, the City shall pay a shift differential of two percent (~~2.00~~%) for regular assignment to night shift, calculated upon their base pay. 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 and corporals assigned to a night shift, and shall not apply to officers or corporals filling open shifts or otherwise assigned to nights on a temporary basis.

#### 13.16 Longevity Pay

~~Effective July 4, 2010, employees~~Officers and corporals who have achieved levels of continuous service time as a full--time sworn police officer, including at least one full year as a full-time sworn police officer with the City of Menlo Park, shall be eligible to receive the longevity benefit set forth below.~~following:~~

Effective the first full pay period following September 1, 2024, “years of service” (as used in this section) shall include all years of service as an 830.1 Peace Officer for the City of Menlo Park and one-half (1/2) of the years of service as an 830.1 Peace Officer for any other California agency (e.g., an officer with one (1) year of 830.1 service for Menlo Park and six (6) years of 830.1 service at other agencies will be credited with a total of four (4) (equating 3+1) years of service for purposes of longevity). To qualify for longevity under this provision, an officer or corporal in this representation unit must have at least one (1) year of service as a full-time sworn peace officer with the City of Menlo Park.

13.16.1 The first pay period after completing seven (7) years of service: two percent (~~2.00%~~) calculated upon base pay.

13.16.2 The first pay period after completing eleven (11) years of service: four percent (~~4.00%~~) calculated upon base pay.

13.16.3 The first pay period after completing fifteen (15) years of service: six percent (~~6.00%~~) calculated upon base pay.

13.16.4 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 is eight percent (~~8.00%~~).

### 13.17 Specialty Assignment Pay

Specialized assignments of Police Officers shall be governed by the Menlo Park Police Department Policy Manual Section 1029. Officers regularly occupying a special assignment, as approved by the Chief of Police, shall receive five percent (5%) Specialty Pay, calculated upon base pay, for each biweekly period of ~~said~~the assignment.

### 13.18 Temporary FTO

Based on the needs of the Department, the Chief of Police ~~Chief~~ may designate one or more temporary field training officer (FTO) slots. Temporary FTO will be compensated as a special assignment under Section 13.17 during each pay period during which a trainee is assigned to the temporary FTO. When needed, the Chief of Police ~~Chief~~ shall request interested officers to submit a memorandum of interest.

## ARTICLE 14: RETIREMENT BENEFITS

### 14.1 Retirement Plan

Retirement benefits for ~~Safety Membersemployeesofficers~~ hired prior to July 1, 2011 shall be those established by the California Public Employees' Retirement System (CalPERS) for Local Safety Members 3% at age 50 Formula, highest single year.

~~EmployeesOfficersSafet Members~~ hired on or after November 20, 2011, who are not new members as defined by CalPERS, retirement benefits shall be those established by the California Public Employees' Retirement System (CalPERS) for Local Safety Members 3% at age 55 Formula, highest three (3) years.

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

#### 14.2 Optional Provisions

14.2.1 1959 Survivor Allowance as set forth in Article 6 of Chapter 9 of the Public Employees' Retirement Law (commencing with Section 21380 of the Government Code) shall be provided. Section 21573 (Third Level of 1959 Survivor Benefits) shall be included.

#### 14.3 City's Contribution to Retirement

14.3.1 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.

14.3.2 Each classic employee shall contribute three percent (~~3.00%~~) toward the employer's contribution to the Public Employees' Retirement System. The amount shall be taken as a pre-tax deduction from the employees' paycheck each payroll period. The City and POA 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.

14.3.2.1 As soon as practicable, the City will modify its contract with CalPERS to provide for a 3.0% additional Member Contribution over and above Normal Contribution for classic members. This means that classic members will make an additional three percent (3.0%) contribution into their member account and will cease making the contribution in 14.3.2. The total member contribution for classic employees will be twelve percent (12%).

14.3.2.2 Upon completion of the contract amendment process in 14.3.2.1, the additional payment in 14.3.2 shall cease.

14.3.3 Each ~~Safety member employee~~ designated by CalPERS as a “new member” (PEPRA member) in accordance with applicable laws shall contribute the greater of half of the normal cost or twelve percent (12%).

14.3.3.1 In the event that half of the normal cost is less than twelve percent (12%), PEPRA members will contribute an amount equal to the difference between half of the normal cost and twelve percent (12%) toward the employer’s contribution to the California Public Employees’ Retirement System. For example, if half of the normal cost is 11.5%, PEPRA members will contribute an additional 0.5% for a total of 12%.

14.3.3.2 Any additional employer contribution paid by PEPRA members shall be taken as a pre-tax deduction from the officer’s paycheck each payroll period.

14.3.3.3 Effective the first full pay period following July 1, 2025, the PEPRA cost share shall end and each employee designated by CalPERS as a “new member” (PEPRA member) in accordance with applicable laws shall contribute half of the normal cost of the plan as calculated annually by CalPERS.

#### 14.4 Officer’s-Member Contribution to Retirement System

The full ~~employee-member~~ contribution shall be deducted from the employee’s pay by the City and forwarded to the CalPERS Public Employees’ Retirement System in accordance with the rules and regulations governing such contributions.

~~New employees, as defined by CalPERS 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.~~

#### 14.5 Retiree Return to Work

A retiree may return to work upon the mutual agreement of the City and the retiree. The City agrees not to condition such retiree on passing a polygraph examination.

#### 14.6 Honorary Retirement

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

~~An unit member~~officer or corporal shall be given a retirement badge and identification card.

A concealed weapons permit shall be granted pursuant to Penal Code Sections 12027 and 12027.1.

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

## ARTICLE 15: UNIFORM ALLOWANCE, SAFETY EQUIPMENT, AND TRAINING

### 15.1 Uniform Allowance

~~Officers shall be paid an annual uniform allowance of One Thousand Forty Dollars (\$1,040.00) annually on the twenty-fifth pay period of the year to be used for the purchase and maintenance of uniforms. The uniform allowance will be accrued and reported to CalPERS pro-rata on a bi-weekly basis. Effective Pay Period 1 of 2022 (which begins in December 2021), this paragraph shall cease to be effective and the following shall control.~~

~~Effective Pay Period 1, of 2022,~~ Officers and corporals shall be paid an annual uniform allowance of One--Thousand Forty Dollars (\$1,040.00) annually to be used for the purchase and maintenance of uniforms. The uniform allowance will be paid pro-rata on a bi-weekly basis.

The City shall pay the cost of providing one eClass A uniform for all officers during the officer's employment with the City.

Normal attire for patrol officers and corporals shall be a distinctive police uniform. Officers and corporals shall have the option of wearing either boots or shoes as part of the normal duty uniform. Motorcycle officers shall have the option of wearing a leather jacket.

### 15.2 Donning and Doffing of Uniforms

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

## ARTICLE 16: DAMAGED PROPERTY OF POLICE OFFICERS

16.1 In accordance with Police Department policy 5.5.7 "Use of Authorized Personal Equipment," any officer or corporal may be reimbursed for the costs of replacing or repairing property, such as eyeglasses, dentures, watches, or articles of clothing

necessarily worn or carried when such items are damaged in the line of duty, without fault of the officer.

- 16.2 Luxury items such as jewelry, watches over fifty dollars (\$50.00) in value, and other non-required items will not be covered by this section.
- 16.3 Before the allowance or payment is made, the officer or corporal shall file a claim with the department. ~~There shall be attached to said claim a~~All receipts showing the monies expended by the claimant for the repair or replacement of said property shall be attached to the claim.
- 16.4 The department shall reserve the right to refer any claim, which is excessive or does not meet the previously stated criteria, to the normal City claim procedure.

## ARTICLE 17: BENEFIT PROGRAMS

### 17.1 Cafeteria Plans

- 17.1.1 The City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee and qualified retiree.
- 17.1.2 For the plan year beginning January 1, 2024, the City shall continue to make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 17.1.1 equals the following:

\$2,655.67 per month - family coverage  
\$2,042.82 per month - two-person coverage  
\$1,060.21 per month - single coverage

[EXAMPLE: If the PEMHCA minimum contribution is \$140, then the City shall make a flexible benefits plan contribution of ~~\$2,515.672,211~~ per month for family coverage, ~~\$1,902.821,671~~ per month for two-person coverage and ~~\$920.21821~~ per month for single coverage.]

Cash-in-Lieu of Medical Coverage: ~~Employees-Officers or corporals~~ who waive coverage will be entitled to \$391.00 per month. This amount is no longer contributed through the flexible benefits plan.

- 17.1.3 For the plan year beginning January 1, ~~2025~~2022, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 17.1.1 equals equals the following:

\$2,719.41 per month - family coverage

\$2,091.85 per month - two-person coverage

\$1,085.66 per month - single coverage

~~the contributions in Section 17.1.2 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2020 to February 2021. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).~~

Cash-in-Lieu of Medical Coverage: ~~Employees-Officers or corporals~~ who waive coverage will be entitled to \$391.00 per month. This amount is no longer contributed through the flexible benefits plan.

- 17.1.4 For the plan year beginning January 1, ~~2023~~2026, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in ~~17.1.1~~ equals the contributions in Section 17.1.3 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February ~~2024~~2025 to February ~~2025~~2026. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

Cash-in-Lieu of Medical Coverage: ~~Employees-Officers or corporals~~ who waive coverage will be entitled to \$391.00 per month. This amount is no longer contributed through the flexible benefits plan.

- 17.1.5 For the plan year beginning January 1, ~~2027~~2024, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in ~~17.1.1~~ equals the contributions in Section 17.1.4 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February ~~2022~~2025 to February ~~2023~~2026. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

Cash-in-Lieu of Medical Coverage: ~~Employees~~Officers or corporals who waive coverage will be entitled to \$391.00 per month. This amount is no longer contributed through the flexible benefits plan.

- 17.1.6 Each ~~officer-employee~~ may use ~~his/her~~their allocated amount for any benefits permitted by law and provided for in the FSA plan document. The plan document will be amended to eliminate cash distributions.

- 17.1.7 Each employee must enroll in an available PEMHCA health insurance plan or demonstrate that ~~he or she has~~they have health insurance coverage equivalent to the PEMHCA plan in order to waive coverage.
- 17.1.8 ~~Officers~~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 the CalPERS health program. 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.
- 17.1.9 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 and retired employees is not equivalent to that provided under PEMHCA, then the City shall meet and confer with the UnionPOA prior to contracting with the alternative provider, consortia or group.

- 17.1.10 Effective July 1, 2017, Cash-in-Lieu of Medical Coverage amounts will be included in the calculation of regular rate for overtime purposes. In the event that a court issues a final decision holding that Cash-in-Lieu of Medical Coverage payments do not need to be included in the regular rate, the City will cease including Cash-in-Lieu in the regular rate.

## 17.2 Dental Insurance

- 17.2.1 The City shall pay the full cost for ~~D~~dental ~~I~~insurance administered by the Delta Dental Plan or an equivalent third party administrator up to the annual maximums described in the summary plan description.
- 17.2.2 Dental ~~B~~benefits will be provided as described in the summary plan description.
- 17.2.3 The parties understand that all City employees must agree to participate in the plan administered by Delta Dental coverage and that, in the event Delta Dental will not provide coverage to the City (for example, if another bargaining unit fails to agree), the City will reinstate the reimbursement plan described in the 2014-15 MOU and that those benefits may be taxable.

## 17.3 Vision Plan

Effective January 1, 2017, the City shall pay the full cost for fully insured ~~V~~vision ~~I~~nsurance provided by VSP, or an equivalent insurance provider, providing vision benefits as described in the summary plan descriptions.

#### 17.4 Educational Leave and Tuition Reimbursement Plan

The City shall contribute Eight--Thousand Dollars (\$8,000) annually on July 1st of each year to the POA educational leave and tuition reimbursement fund. ~~For FY 2021-22, the City shall make the \$8,000 contribution the first full pay period following City Council Adoption of the MOU.~~ The City will reimburse expenses for tuition, books, lab fees and equipment, and curriculum fees incurred by an ~~employee~~officer or corporal, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Parking fees or health fees related to enrollment will not be included. Programs must be approved in advance. Reimbursement will be provided upon successful completion of approved courses. ~~Employees~~Officers and corporals must attach a final grade of “C” or better for both undergraduate and graduate work. ~~The employees~~Officers and corporals may not elect to take a “pass-fail” grade if the letter system of grading is offered. Courses providing a “pass/fail” must achieve a “pass” to qualify for reimbursement. Funds expended on tuition reimbursement will be subject to appropriate IRS regulations. ~~Employees~~Officers and corporals wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit.

All ~~employees~~officers and corporals assigned by the City to attend meetings, workshops or conventions shall have their dues and reasonable expenses paid by the City and shall be allowed to attend such meetings and conventions on paid City time. Such required educational functions shall be reimbursed from departmental training funds and shall not be counted against the employee’s allowance or the annual tuition reimbursement.

~~Employee~~Officers and corporals may under tuition reimbursement fund request reimbursement for trade publications, technical books, and printed materials related to the ~~employee’s~~officer or corporal’s employment. Claims for qualified expenditures shall first be reimbursed to an individual maximum of fourteen hundred dollars (\$1,400) per fiscal year. After payment of all ~~such~~individual claims, on June 30, should there be unused funds remaining in this fund, qualified expenses in excess of fourteen hundred dollars (\$1,400) already paid, and received no later than July 15 of that year, shall be reimbursed on a pro-rata basis not to exceed a total annual individual reimbursement of Five--Thousand Dollars (\$5,000).

### ARTICLE 18: POLICE RECRUIT

#### 18.1 Police Recruit

The parties agree to the inclusion of the Police Recruit classification in the bargaining unit represented by the P.O.A. The Police Recruit is a temporary non-sworn classification whose sole duty is to participate in a P.O.S.T. (Commission on Peace Officer Standards and Training) -prescribed Police Academy training program sponsored by the City.

## 18.2 Appointment Type

All appointments to the Police Recruit classification will be temporary appointments, meaning that the appointment is for a definite term with a fixed expiration. Police Recruit appointments will be for the term of the Academy for which they are hired and will terminate no later than the graduation date of that Academy. Police Recruits who graduate from the Academy may be appointed to the Police Officer classification immediately upon graduation.

As temporary appointments, Police Recruits have no due process or Civil Service rights and are not subject to the disciplinary procedures of this agreement (i.e., they can be terminated for failure to complete the Academy or for any other lawful reason, and their appointment will terminate automatically at the end of the Academy).

Police Recruit is a non-sworn classification and Police Recruits are not entitled to benefits available only to sworn members, including but not limited to the Public Safety Officers' Bill of Rights (~~PSOBR~~), or Workers Compensation Benefits under Labor Code Section 4850.

The salary for Police Recruit shall be set at 19% below the bottom step of the Police Officer classification (e.g., if the bottom step for Police Officer is \$~~50.900043.1144~~ per hour, then Police Recruit will be \$~~45.279034.9227~~ per hour).

## 18.3 Benefits

Employees in the Police Recruit classification are limited to the following benefits:

1. City-sponsored medical benefits pursuant to Section 17.1;
- ~~2.~~ Sick Leave pursuant to Section 6.1
3. Military Leave pursuant to Section 6.5
- ~~2-4.~~ Bereavement Leave pursuant to Section 6.6

Except as provided by law, Police Recruits are not eligible for any benefits not specifically referenced in this section, including but not limited to: the ~~PSOBR~~ Public Safety Officers' Bill of Rights, Workers Compensation Benefits under Labor Code Section 4850, vacation, or holidays. Employees in the Police Recruit classification will be required to participate in the City's miscellaneous plan (subject to the additional employee contributions in Section 14.3 or 14.4 as applicable).

## 18.4 Overtime

Police Recruits are entitled to overtime as required by law.

#### 18.5 Appointment to Police Officer Classification

Police Recruits who graduate from the Academy and are appointed to the classification of Police Officer will be entitled to all benefits of a Police Officer under this ~~Agreement~~MOU.

Time spent as a Police Recruit will not count towards seniority or benefits accruals as a Police Officer and the appointment date will be the date they were appointed to the Police Officer classification (not including any time spent as a ~~Police~~ Recruit). For example, seniority under Section 10.1 will be calculated from the date of appointment to the Police Officer classification. Similarly, ~~Step~~ Increases pursuant to Section 13.2 will be based on appointment to the Police Officer classification and no credit will be given for time spent as a Police Recruit.

### ARTICLE 19: FULL UNDERSTANDING MODIFICATION AND WAIVER

- 19.1 This ~~Memorandum of Understanding~~MOU 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.
- 19.2 No practice or benefit provided by this ~~Memorandum of Understanding~~MOU shall be modified without the mutual agreement of the City and P.O.A.
- 19.3 If the City proposes to change any matter within the scope of representation which is not covered by this ~~Memorandum of Understanding~~MOU, the City shall provide the POA with notice and an opportunity to meet and confer over said change consistent with state law.

### ARTICLE 20: SEPARABILILTY

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

### ARTICLE 21: LABOR MANAGEMENT COMMITTEE

Effective for the term of this ~~agreement~~MOU, the City and POA 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 POA 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 22: TERM OF AGREEMENT

22.1 This Agreement shall remain in full force and effect up to and including August 31, 2027.

The terms of this ~~Agreement~~MOU shall be effective upon the adoption of this ~~Agreement~~MOU by the City Council except as otherwise provided by specific articles ~~of~~in this ~~Agreement~~MOU.

Dated \_\_\_\_\_

**For the City of Menlo Park:**

**For Menlo Park POA:**

\_\_\_\_\_  
Charles Sakai, Chief Negotiator

\_\_\_\_\_  
Shaun Du Fosee, Chief Negotiator

\_\_\_\_\_  
Brittany Mello, Administrative Services Director

\_\_\_\_\_  
Bryce Dale, Police Officer

\_\_\_\_\_

\_\_\_\_\_  
Galen Fliege, Police Officer

Charla Freckmann, Human Resources Manager

Appendix APPENDIX "A"  
Pay Ranges – Effective 9/8/2024

<b>Effective July 5, 2020</b>					
<b>Classification Title</b>	<b>Step</b>	<b>Annual</b>	<b>Monthly</b>	<b>Bi-Weekly</b>	<b>Hourly</b>
Police Officer	<b>A</b>	<del>\$ 104,378</del>	<del>\$ 8,698</del>	<del>\$ 4,015</del>	<del>\$ 50.1818</del>
-	<b>B</b>	<del>\$ 109,597</del>	<del>\$ 9,133</del>	<del>\$ 4,215</del>	<del>\$ 52.6907</del>
-	<b>C</b>	<del>\$ 115,076</del>	<del>\$ 9,590</del>	<del>\$ 4,426</del>	<del>\$ 55.3250</del>
-	<b>D</b>	<del>\$ 120,830</del>	<del>\$ 10,069</del>	<del>\$ 4,647</del>	<del>\$ 58.0914</del>
-	<b>E</b>	<del>\$ 126,872</del>	<del>\$ 10,573</del>	<del>\$ 4,880</del>	<del>\$ 60.9963</del>
-	-	-	-	-	-
Police Corporal	<b>A</b>	<del>\$ 112,337</del>	<del>\$ 9,361</del>	<del>\$ 4,321</del>	<del>\$ 54.0081</del>
-	<b>B</b>	<del>\$ 117,954</del>	<del>\$ 9,830</del>	<del>\$ 4,537</del>	<del>\$ 56.7087</del>
-	<b>C</b>	<del>\$ 123,852</del>	<del>\$ 10,321</del>	<del>\$ 4,764</del>	<del>\$ 59.5441</del>
-	<b>D</b>	<del>\$ 130,044</del>	<del>\$ 10,837</del>	<del>\$ 5,002</del>	<del>\$ 62.5212</del>
-	<b>E</b>	<del>\$ 136,546</del>	<del>\$ 11,379</del>	<del>\$ 5,252</del>	<del>\$ 65.6472</del>
-	-	-	-	-	-
Police Recruit	-	-	-	-	<del>\$ 40.6473</del>

<u>Classification Title</u>	<u>Minimum (Step A)</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Maximum (Step E)</u>
<u>Police Corporal (2080 hours)</u>	<u>\$ 125,137</u>	<u>\$ 131,394</u>	<u>\$ 137,964</u>	<u>\$ 144,862</u>	<u>\$ 152,105</u>
<u>Police Corporal (2184 hours)</u>	<u>\$ 131,394</u>	<u>\$ 137,964</u>	<u>\$ 144,862</u>	<u>\$ 152,105</u>	<u>\$ 159,710</u>
<u>Police Officer (2080 hours)</u>	<u>\$ 116,272</u>	<u>\$ 122,086</u>	<u>\$ 128,190</u>	<u>\$ 134,600</u>	<u>\$ 141,330</u>
<u>Police Officer (2184 hours)</u>	<u>\$ 122,086</u>	<u>\$ 128,190</u>	<u>\$ 134,599</u>	<u>\$ 141,330</u>	<u>\$ 148,396</u>
<u>Police Recruit</u>	<u>n/a</u>		<u>Hourly Rate</u>		<u>\$ 94,180</u>