

# Memorandum of Agreement

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City of Palo Alto and  
Palo Alto Police Management Association (PAPMA)

~~October 1, 2018 – June 30, 2021~~ January 1, 2023 – June 30, 2025



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**202318 - 20251 MEMORANDUM OF AGREEMENT**

**City of Palo Alto and Palo Alto Police Managers' Association**

**ARTICLE I – PREAMBLE**

This Memorandum of Agreement is pursuant to and subject to Sections 3500-3510 of the Government Code of the State of California, the Charter of the City of Palo Alto, and the City of Palo Alto Merit System Rules and Regulations.

This Memorandum of Agreement made and entered into at Palo Alto, California, by and between the City of Palo Alto, a municipal corporation (hereinafter referred to as "City") and the Palo Alto Police Managers' Association (hereinafter referred to as "Association"), is intended to define agreements reached during the meet and confer process concerning wages, hours, working conditions, and other terms and conditions of employment for the represented group of employees.

Section 1 – Recognition. On October 29, 2009, the City of Palo Alto certified the Palo Alto Police Managers' Association (Association) as a bargaining unit within the City.

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

Section 2 – Non-Discrimination. The City and the Union agree that there shall be no discrimination of any kind because of age (over 40), race, creed, color, religion national origin, ancestry), veterans status, physical or mental disability, marital status, sexual orientation, sex (sexual, gender based or gender identity, pregnancy/childbirth), medical condition (cancer related and genetic characteristics), or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment.

The Association shall cooperate with the City, to the extent required by federal and State laws and regulations, in furthering the objective of Equal Employment Opportunities, as defined by Federal and State regulations.

**ARTICLE II – COMPENSATION**

Section 3 – Salary

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

b) General Salary Increase: Effective the first full pay period following July 1, 2023, salary ranges of all represented classifications will be increased by four percent (4.0%).

c) General Salary Increase: Effective the first full pay period following July 1, 2024 salary ranges of all represented classifications will be increased by four percent (4.0%).

d) Flexible Compensation: Effective the first full pay period following City Council Adoption, and in lieu of an increase to the City contribution towards medical premiums, each represented classification will have their monthly income increased by \$100.

e) Flexible Compensation: Effective the first full pay period following January 1, 2024, and in lieu of an increase to the City contribution towards medical premiums, each represented classification will have their monthly income increased by an additional \$100 (Total of \$200).:-  
~~Effective the first full pay period after ratification by the Association and adoption by the City Council, the base salary rates and ranges for classifications covered by this bargaining unit shall be increased as set forth in Appendix A-1. Additionally, the base salary rates and ranges for classifications covered by this bargaining unit shall be increased on the first full pay period following July 1, 2019 and July 1, 2020 as set forth in Appendix A-1. Actual salary within the range is determined by experience and performance, as determined by the Chief of Police.~~

Section 4 – Working Out of Class Pay. Lieutenants or Captains fulfilling the role of an acting captain, assistant chief, or chief for individual shifts and/or a number of hours within a shift, shall not receive additional compensation. Periodically working in this capacity shall be deemed a basic duty within an employee's job description.

Lieutenants and Captains working out of class for a period of four or more consecutive shifts shall be compensated at the start of the pay period with premium pay determined by the Chief of Police or his or her designee up to 10% of base pay.

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

Section 5 – Night Shift Differential. Night shift differential shall be paid at the rate of 5% to all personnel for all hours worked between 6:00 p.m. and 8:00 a.m.

### **ARTICLE III – HEALTH CARE BENEFITS**

Section 6 – Active Employee Health Plans. The maximum City contribution towards medical premiums for eligible full time employees per employee category shall be up to a maximum of the following for any plan:

<i>Medical Premium Category</i>	<i>PEMHCA Contribution*</i>	<i>Total Maximum City Contribution (inclusive of PEMHCA contribution) effective <u>January 1, 2019</u><del>First</del></i>

		<u><i>month following City Council Adoption</i></u>
Employee Only	<del>\$133,151.00</del>	<u>\$84,087.1</u>
Employee plus one	<del>\$133,151.00</del>	<u>\$168,017.42</u>
Employee Family	<del>\$133,151.00</del>	<u>\$218,022.60</u>

\*Total City contribution includes both PEMHCA minimum contributions pursuant to Government Code section 22892 and an additional City contribution necessary to pay the cost of medical premiums up to the amount listed in the "Total maximum City contribution" columns above.

Section 7 – Dental Benefits.

- a) The City will maintain the present level of benefits on the City-sponsored dental program for current employees and their dependents, except that the maximum benefits per calendar year shall be \$2,000 effective in 1988. Dental Coverage shall include composite (tooth colored) fillings for all teeth.

Effective July 1, 2007, the City will provide 50% of reasonable charges, \$2,000 lifetime maximum orthodontic benefit for representation unit employees and their dependents.

- b) Dependents will include domestic partners, as defined in the Active Employee Domestic Partners Section below.
- c) During the term of the agreement, the City and the Union will work together to review benefit provisions of the City's self-funded dental program. The purpose of this review is to contain benefit cost increases. Joint recommendations will be prepared for discussion during successor agreement negotiations.
- d) Dental implants in conjunction with one or more missing natural teeth, and removal of dental implants will be covered as a Major Dental Service at 50% usual, customary and reasonable (UCR).

Section 8 – Vision Care. The City will offer vision care coverage for employees and dependents. Coverage is equivalent to \$20 deductible Plan A under the Vision Service Plan, with monthly premiums paid by the employer. Dependents will include domestic partners, as defined in the Active Employee Domestic Partners Section below.

Section 9 – Basic Life Insurance. The City shall provide a basic group term life insurance with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to the employee's annual basic pay (rounded to the next highest \$1,000) at no-cost to the employee. AD&D pays an additional amount equal to the employee's annual basic pay (rounded to the next highest \$1,000).

Section 10 – Supplemental Life And AD&D Insurance. An employee may, at his/her cost, purchase additional life insurance and additional AD&D coverage equal to one-or two-times his or her annual salary. The maximum amount of life insurance available to the employee is up to \$325,000 and the maximum amount of AD&D coverage available is up to \$325,000.

Section 11 – Effective date of Coverage for New Employees. For newly hired regular employees coverage begins on the first day of the month following date of hire for the health plan, dental plan, vision care plan, and life insurance plans if these benefits are elected.

#### **ARTICLE IV – OTHER BENEFITS**

Section 12 – Holiday Compensation. Police Managers will receive the twelve (12) paid City holidays outlined in the City of Palo Alto Merit Rules.

Floating Holiday – Days of Historical Significance. Employees will be provided one floating holiday each calendar year in acknowledgement of days of historical significance. The employee with prior approval from their supervisor can use this floating holiday at any time during the year. This holiday has no cash value and will expire if unused.

#### Section 13 – Vacation.

##### a) Vacation Accrual.

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

1. Less than nine (9) years - For employees completing less than nine (9) years continuous service; one hundred twenty (120) hours vacation leave per year. The City Manager may adjust the annual vacation accrual of employees hired on or after July 1, 2001 to provide up to forty (40) additional hours (i.e. to a maximum annual accrual of one hundred sixty (160) hours) for service with a prior employer.
2. Nine (9), but less than fourteen (14) years - For employees completing nine (9), but not more than fourteen (14) years continuous service; one hundred sixty (160) hours vacation leave per year.
3. Fourteen (14), but less than nineteen (19) years - For employees completing fourteen (14), but not more than nineteen (19) years continuous service; one hundred eighty (180) hours vacation leave per year.
4. Nineteen (19) or more years - For employees completing nineteen (19) or more years continuous service; two hundred (200) hours vacation leave per year.

##### b) Vacation Use.

Vacation use by police managers will be subject to approval by the Chief of Police or his/her designee. All reasonable efforts will be made to approve vacation requests while maintaining appropriate oversight of public safety operations.

Employees shall complete six months continuous service before using accrued vacation leave.

c) Vacation Cashout.

Once each calendar year an employee may cash out eight (8) or more hours of vacation accrual in excess of eighty (80) hours from a minimum of eight (8) hours to a maximum of one hundred (120) hours, provided that the employee has taken at least eighty (80) hours of vacation in the previous twelve (12) months.

Effective for the 2012 tax year and each subsequent year, employees must pre-elect an irrevocable number of vacation hours they will cash out during the upcoming year, up to a maximum of one hundred twenty (120) hours, prior to the start of the calendar year. Employees who do not pre-designate or elect to cash out hours will be deemed to have waived the right to cash out any vacation leave in the following year.

Employees who pre-designate cash out amounts may request a cash out at any time in the designated tax year by submitting a cash out form to payroll. For employees who have not requested payment of pre-designated cash out amounts by November 1 of each year, Payroll will automatically cash out the pre-designated amount in a paycheck issued on or after November 1.

d) Vacation Pay at Termination.

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

e) Vacation Benefits for Deceased Employees.

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

Section 14 – Long Term Disability. The City shall provide long term disability (LTD) insurance with a benefit of 2/3 monthly salary, up to a maximum benefit of \$10,000 per month. The City shall pay the premium for the first \$6,000 of base monthly salary. For employees whose base monthly salary exceeds \$6,000, the employee shall pay the cost of the required premium based upon their monthly salary between \$6,000 and \$15,000.

Section 15 – Dependent Care Assistance Program. The City will provide a Dependent Care Assistance Program for employees according to the provisions of the Federal Economic Recovery Act of 1981, Code Sections 125 and 129. The program will be available to representation unit employees beginning with pay period number 1 of 1992, and remain in effect subject to a reasonable minimum participation level and availability of third-party administrative services at a reasonable cost.

Section 16 – Medical Flexible Spending Program. The City will provide a Medical Flexible Spending Program for Association members allowing them to use pre-tax deferrals for reimbursement of excess or uncovered medical, dental and vision expenses. The plan will follow existing plan guidelines and conform to all applicable laws and regulations.

Section 17 – Employee Assistance Plan. The Employee Assistance Plan (EAP) provides employees with confidential personal counseling, work and family related issues, eldercare, substance abuse, etc.

Section 18 – Commute Incentives and Parking.

1. Civic Center Parking. Employees assigned to Civic Center and adjacent work locations. The City will provide a Civic Center Garage parking permit. Employees hired after June 30, 1994 may initially receive a parking permit for another downtown lot, subject to the availability of space at the Civic Center Garage.
2. Alternative Commute Incentives: Employees who qualify may voluntarily elect one commute incentives, including but not limited to the following options, for those using an eligible commute alternative on 60% or more of their scheduled work days per month:
  - a. Public Transit and Vanpool. The City provides tax-free commute incentives up to the current IRS limit, as may be amended from time to time, (currently \$125/month) are available through the Commuter Check Direct (CCD) website for employees using Bay Area public transportation or riding in a registered vanpool at least 60% of their scheduled work days. Administration of the Commuter Check benefit shall be subject to the rules and regulations of the third- party administrator.
  - b. Go Pass. The Go Pass program will offer civic center and other downtown-based employees a Caltrans Go Pass that allows unlimited rides on Caltrain in all zones seven days per week, to any City of Palo Alto employee.
  - c. Bicycle. The City will provide employees with a tax-free incentive of \$20 per month to eligible employees who ride a bicycle to work.
  - d. Carpool. The City will provide with a taxable incentive of \$30 per month to each eligible employee in a carpool with two or more licensed drivers.
  - e. Walk. The City will provide employees with a taxable incentive of \$20 per month to eligible employees who walk to work.

Reopener. It is the City's interest to reduce single occupancy vehicle trips to the extent possible in order to address current challenges. During the term of this agreement, upon written request by the City, the parties shall meet and confer through the impasse process if necessary on changes to the City's commute incentive and parking program adopted by the City Council.

**ARTICLE V – RETIREMENT**

Section 19 – Retirement Benefits.

**A. "3%@50" Safety Retirement (Employees hired on or before December 7, 2012)**

For employees hired by the City of Palo Alto on or before December 7, 2012, the California Public Employees' Retirement System (CalPERS) retirement formula benefit known as the "3 percent at 50 (3%@50)," per California Government Code section 21362.2, shall continue in effect with the final salary determination for such employees of the "single highest one (1) year period" per California Government Code section 20042. All unit members in the 3% @ 50 safety retirement plan shall pay the full 9% CalPERS member contribution. This contribution is pre-tax to the extent allowable by law.

**B. Second Tier "3% at 55" Safety Retirement ("Classic" Employees)**

For those employees hired on or after December 8, 2012 through December 31, 2012 or are classic members as defined by CalPERS, the CalPERS retirement formula benefit known as the "3 percent at 55 (3%@55)," per Government Code section 21363.1, with the final salary determination for such employees of the "three (3) highest consecutive years" based on the highest average annual compensation earnable by the member during three (3) consecutive years of employment immediately preceding retirement or the three-year period otherwise designated by the member per Government Code section 20037. All unit members in the second tier shall pay the full 9% CalPERS member contribution. This contribution is pre-tax to the extent allowable by law.

**C. Third Tier "2.7% at 57" Safety Retirement ("New" PEPRA Employees)**

For those employees hired on or after January 1, 2013, the CalPERS retirement formula benefit known as "2.7 percent at 57 (2.7% at 57)," with the final salary determination for such employees of the "three (3) highest consecutive years." The initial contribution rate will be at least 50% of the normal cost rate at retirement as determined by CalPERS. This contribution is pre-tax to the extent allowable by law.

**D. Additional Employee PERS Contributions**

Effective the pay period that includes June 30, 2017, all employees regardless of pension formula in this unit shall, in addition to the Member Contribution required, pay a 3% towards the Employer share of Pension.

Effective the pay period that includes June 30, 2021, all employees regardless of pension formula in this unit shall, in addition to the Member Contribution required, pay an additional 1% towards the Employer share of Pension for a total of 4%. Such contributions under CalPERS 20516 will be provided on a pre-tax basis to the extent allowable by law.

Section 20 – Retirement Medical Plan.

**A. Retiree Medical Coverage for Unit Employees Hired Before January 1, 2004:**

Monthly City-paid premium contributions for a retiree-selected PEMHCA optional plan will be made in accordance with the Public Employees' Medical and Hospital Care Act Resolution for employees hired before January 1, 2004 as outlined below.

For employees who retire before June 1, 2012, the City will pay up to the monthly medical premium for the 2nd most expensive plan offered to PMA employees among the existing array of plans.

For employees who retire on or after June 1, 2012, The City contribution towards retiree medical shall be the same contribution amount it makes for active City employees.

Effective upon ratification and adoption of this Agreement (Scheduled for January 11, 2016), the City shall provide active unit employees who were hired before January 1, 2004 with a one-time opportunity to opt-in to retiree health benefits provided under California Government Code section 22893. Eligible employees who wish to exercise this option shall inform the People, Strategy, and Operations department of their election in writing no later than 90 days following the ratification and adoption of this Agreement.

**B. 20-Year Vesting Schedule for Retiree Medical Coverage for Unit Employees Hired on or After January 1, 2004 and employees who chose to opt-in to retiree health benefits provided under California Government Code section 22893 as outlined above:**

The retiree health benefit provided in California Government Code section 22893 shall apply to all employees hired on or after January 1, 2004 and employees who opt-in as outlined above. Under this law, an employee is eligible to receive Fifty (50) percent of benefit after ten (10) years; each additional service credit year after Ten (10) years will increase employer credit by Five (5%) percent until Twenty (20) years is reached at which time employee is eligible for One Hundred (100%) percent of annuitant-only coverage and Ninety (90%) percent of the additional premium for dependents.

Section 21 – ICMA - Retirement Health Savings Plan. The City provides an ICMA retirement health savings plan for Association members. The ICMA retirement health savings plan is subject to applicable IRS rules and plan guidelines as well as any other applicable laws. Each Association member shall make a pre-tax contribution to the plan as follows:

1. Each member shall contribute 1% of their base salary bi-weekly into the plan.
2. Failure by each member to contribute will deem the health savings plan out of compliance with IRS and plan guidelines.
3. The administrative fee shall be paid by the Association member.

The manner and amount of contributions may be periodically modified by agreement of both parties.

Section 22 – Deferred Compensation Program. The City will provide a Deferred Compensation Program for employees according to the provisions of the plans and applicable IRS guidelines.

**ARTICLE VI – MANAGEMENT BENEFIT PROGRAM**

Section 23 – Professional Development Reimbursement. The purpose of this program is to provide employees with resources to improve and supplement their job and professional skills. Reimbursement for authorized self-improvement activities may be granted to each Association employee up to a maximum of five hundred dollars (\$500) per fiscal year. A departmental training fund of one thousand dollars per employee (\$1,000) will be established for subject matter, leadership or other training that the Department Director identifies as a need for employees within that Department.

The following items are eligible for reimbursement:

- a) Civic and professional association memberships
- b) Conference participation and travel expenses, which must occur within the compensation plan period.
- c) Educational programs, books and videos, and tuition reimbursement designed to maintain or improve the employee's skills in performing his or her job or future job opportunities, should support the City's mission or be necessary to meet the educational requirements for

qualification for employment. Permissible educational expenses are refresher courses, courses dealing with current developments, academic or vocational courses, as well as the travel expenses associated with the courses as defined by the City's travel expense report from the Policy & Procedures Manual Section 1-02 ASD.

- d) Professional and trade journal subscriptions not to exceed 12 months.

Approval will be at discretion of department head and signature is required on reimbursement form. Amounts under this professional development program will be pro-rated in the first year of employment or promotion.

Section 24 – Physical Examinations. All management and professional employees are eligible to receive an annual physical examination as follows:

- a) Use the periodic health exam benefit as provided under the PERS Health Plan option you have selected. Each of the PERS Health Plans provides for a periodic physical examination. The examination must be performed by your primary care physician – unless he/she refers you to another physician.
- b) The types of tests and the frequency of the tests cannot exceed AMA guidelines. The guidelines are a suggested minimum based on research studies concerning preventative care. The judgment of your physician is the final determinant for your care.
- c) Any additional necessary asymptomatic tests that are required by your physician that are not covered by your health plan will be reimbursed by the City. Any symptomatic tests will be covered under your PERS Health Plan.

The Reimbursement for Periodic Physical Exam Form is available on the Human Resources Intranet site. This benefit will not be pro-rated.

Section 25 – Excess Benefit. This benefit is designed to meet the requirements of Section 125 of the Internal Revenue Code. Every calendar year, each employee will be provided with \$2,500 annually that they can designate among the following options:

- a) Medical Flexible Spending Account (Medical FSA).

Provides reimbursement for excess medical/dental/vision, or expenses that are incurred by employees and their dependents which are not covered or reimbursed by any other source, including existing City-sponsored plans. This includes prescribed medications and co-payments as well as over-the-counter drugs, including: antacids, allergy medicines, pain relievers and cold medicines. However, nonprescription dietary supplements (e.g. vitamins, etc.) toiletries (e.g. toothpaste), cosmetics (e.g. face cream), and items used for cosmetic purposes (e.g. Rogaine) are not acceptable.

- b) Dependent Care Flexible Spending Account (Dependent Care FSA).

Provides reimbursement for qualified dependent care expenses under the City's Dependent Care Assistance Program (DCAP), subject to the following limits: Dependent care expenses will be reimbursed only to the extent that the amount of such expenses reimbursed under this Management Benefit Program, when added to the amount (if any) of annual dependent care

expenses that the participant has elected under the City's Flexible Benefits Plan, do not exceed the maximum permitted under the DCAP.

- 1) The annual amount submitted for reimbursement cannot exceed the income of the lower-paid spouse.
- 2) The expenses must be employment-related expenses for the care of one or more dependents who are under 13 years of age and entitled to a dependent deduction under Internal Revenue Code section 151 (e) or a dependent who is physically or mentally incapable of caring for himself or herself.
- 3) The payments cannot be made to a child under 19 years of age or to a person claimed as a dependent.
- 4) If the services are provided by a dependent care center, the center must comply with all state and local laws and must provide care for more than six individuals (other than a resident of the facility).
- 5) Dependent care expenses not submitted under this section are eligible under the City Dependent Care Assistance Plan (DCAP). However, the maximum amount reimbursed under DCAP will be reduced by any amount reimbursed under the Excess Benefit Plan.

c) Non-taxable Professional Development Spending Account.

Provides reimbursement for Non-Taxable professional development expenses (e.g., job-related training and education, seminars, training manuals, etc.) to the extent they are not paid or reimbursed under any other plan of the City.

d) Gym or Health Club Memberships.

Provides reimbursement for annual or monthly memberships, including personal trainers. Reimbursement of this expense is taxable to the employee.

e) Deferred Compensation.

The \$2,500 excess benefit provided in this section made on a one-time contribution basis on election by the employee towards the employee's City-sponsored 457 Deferred Compensation plan with either ICMA-RC or the Hartford.

Amounts designated by employees to either the Medical FSA, Dependent Care FSA, or Professional Development options are done so on a "use -it-or-lose-it" basis. This means that any amounts designated and not used by the end of the calendar year ( or end of the extended grace period for the medical FSA) will be forfeited by the employee and returned to the plan.

Specified amounts under this benefit will be applied on a pro-rata basis for employees who are part-time or who are in a management or professional pay status for less than the full fiscal year. Such benefits will be pro-rated in the first year of employment (based on hire date) but will not be pro-rated upon separation of employment.

Section 26 – Management Annual Leave. At the beginning of each calendar year regular management employees will be credited with 80 hours of management annual leave. This leave is granted in recognition of the extra hours management employees work over their regular schedule.

This leave may be taken as paid time off, added to vacation accrual (subject to vacation accrual limitations), taken as cash or taken as deferred compensation. When time off is taken under this provision, 10-hour shift workers will receive one shift off for each 8 hours charged; 24-hour shift workers will receive one-half shift off for each 8 hours charged. Entitlement under this provision will be reduced on a prorated basis for part-time status, or according to the number of months in paid status during the fiscal year; employees who have used more than the pro-rated share at the time they leave City service shall be required to repay the balance or have it deducted from their final check. Unused balances as of the end of the calendar year will be paid in cash unless a different option as indicated above is elected by the employee.

#### **Section 27 - POST Certificate/Incentive**

Management POST Certification: Employees that qualify for the Management POST certificate will receive a four percent (4%) increase to base pay effective the first full pay period after the employee provides proof of submission of the required paperwork to POST.

### **ARTICLE VII – OPERATIONAL ISSUES**

Section 287 – Management Assignments. The Chief of Police or his/her designee shall have the authority to make management assignments at his or her discretion. Where possible, these assignments should take into account the needs of the organization, development of the employee and individual employee desires.

Section 289 – Basic Work Schedules. Generally, police managers will be expected to work flexible schedules and reasonably adjust their hours to oversee their employee groups, manage 24/7 law enforcement operations, perform routine work, complete daily assignments, and occasionally attend meetings or other events outside their normal work shifts. Basic work schedules will be the 4/10 schedule.

Section 29-30 – On Duty Workouts. Police managers who complete the yearly Wellness Program requirements may participate in an on-duty workout for a reasonable period as determined by the Chief, as long as it does not interfere with the performance of the employee's job duties, for which the employee will remain accountable. Applicable guidelines and conditions are outlined in the Department's Wellness Program Policy which the City may change from time to time.

Section 310 – Take Home Emergency Response Vehicles. Subject to approval by the City Manager and the Police Chief, Police Captains will continue the current take home emergency response vehicle program which allows for the immediate and emergent response to public safety incidents involving the City.

The specific use and restrictions for driving these vehicles shall adhere to the guidelines outlined in the then current version of City Policy and Procedure 4-01.

Section 312 – Modified Duty Assignments. In cases of non-work-related injury, illness or pregnancy, an employee, upon approval of the department head, City Risk Manager and the employee's doctor, may return to work or continue work with doctor-approved limited or alternative duty pursuant to Policy & Procedure 2-04. Approval for reasonable accommodation such as limited/alternative duty

shall be based upon department ability to provide work consistent with medical limitations and the length of time of the limitations. The City doctor may be consulted in determining work limitations. Any assignment to a limited/alternative duty will be on a temporary basis.

Section 3~~23~~ – Meal Allowance. Police managers attending night meetings will be eligible for meal re-imbursement under the guidelines set forth in the then current version of City Policy and Procedure No. 1-02.

Section 3~~43~~ – Uniforms.

- a) The City will supply complete uniforms to all sworn personnel. All uniform items are the property of the City. One complete uniform consists of: (1) three pair of trousers, (2) three short-sleeved shirts with patches and zippers if desired, (3) three long-sleeved shirts with patches and zippers if desired, (4) three cotton or two synthetic fiber turtleneck shirts, (5) hat, (6) duty jacket with patches, (7) dress jacket with patches, (8) necktie, and (9) rain gear.
- b) At the time of initial employment, every sworn employee will be issued one complete uniform. Uniform items will be replaced on an as-needed basis subject to verification by management.
- c) The City shall provide uniform cleaning for sworn representation unit personnel.
- d) Personnel are accountable for all uniform items issued to them. If a particular item is lost or damaged due to employee negligence, the employee will be required to reimburse the City for value of the item(s) lost or damaged.
- e) The City shall reimburse employees for the full cost of job-related boots upon verification of such purchase by the employees. The City will make the reimbursement only upon proof that the previous boots have become unserviceable due to wear or damage. (Job-related boots shall mean well-constructed, high topped boots that provide full ankle and foot support, which are selected from list agreed to by Management and the Association.)

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

**ARTICLE VIII – ASSOCIATION AGREEMENTS**

Section 3~~54~~ – Association Security.

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

For purposes of this section, representation shall include:

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

Section 356 – Association Representative Access to Work Locations. Employee and non-employee representatives of the Association will be granted access to City work locations to conduct business related to the administration or negotiation of the parties' Memorandum of Understanding, as long as advance arrangements for such visits have been made with the affected department manager and no disruption of work occurs. Advance arrangement shall normally include not less than one hour's notice in the case of an employee Association representative, two hours in the case of non-employee Association representatives. Non-employee representatives must also notify the Human Resources Department Manager (or designee) of the time, date and location of the representative's intended visit.

Section 376 – Release Time. The Association President or his or her-designee in the representation unit may use a reasonable amount of time without loss of pay for matters related to the bargaining process, labor relations, and administration of the MOA, violations of the MOA, grievances, disciplinary issues, and training for association members.

Release time shall normally be approved in advance by the department head and must not detract from the performance of the representative's City job duties, for which he or she will remain accountable.

Section 387 – Use of City Facilities for Association Business. Any use of City facilities shall be governed by the then current version of City Policy and Procedure No. 4-07.

Section 398 – Payroll Deduction. The City shall deduct Association membership dues and any other mutually agreed upon payroll deduction from the bi-weekly pay of member employees. The dues deduction must be authorized in writing by the employee on an authorization card acceptable to the City and the Association. The City shall remit the deducted dues to the Association as soon as possible after deduction.

## **ARTICLE IX – LEAVE PROGRAMS**

Section 4039 – Sick Leave.

a) Statement of Policy.

Sick leave shall be allowed and used only in case of actual personal sickness or disability, medical or dental treatment, or as authorized in Subsection (i), personal business chargeable to sick leave. Up to 8 days sick leave per year may be used for illness in the immediate family (spouse, child, parent, parent-in-law, brother, sister, registered domestic partner, or close relative residing in the household of the employee).

b) Eligibility.

Regular and part-time employees shall be eligible to accrue and use sick leave.

c) Accrual.

Sick leave shall be accrued bi-weekly provided the employee has been in a pay status for 50 percent or more of a bi-weekly pay period. Sick leave shall be accrued at the rate of 3.7 hours per bi-weekly pay period.

d) Accumulation.

Sick leave accrual accumulation shall be limited to 1,000 hours with no payoff provision for unused balance at termination.

e) Use.

Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. A new employee may, if necessary, use up to forty-eight hours or shift equivalent of sick leave at any time during the first six months of employment. Any negative balances generated by such utilization will be charged against future accrual or deducted from final paycheck in the event of termination.

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

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

When an employee finds it necessary to be absent for any reason, he/she should contact the Department as soon as possible, but no later than the start of the scheduled shift on the first working day of absence, and shall regularly report by the start of each subsequent shift unless hospitalized. Such reports may be subject to written documentation if there is reasonable evidence that sick leave abuse has occurred. Sick leave shall not be granted unless such report or advance accounting has been made, provided, however, that the department head may grant exception to this policy where the circumstances warrant.

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

f) Depletion of Sick Leave Benefits.

Upon depletion of sick leave or the beginning of the period to be covered by payments under the long-term disability group insurance coverage, whichever comes first, an employee may be granted a medical leave of absence without pay for a period not exceeding sixty days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to the approval of the City Manager. If further leave is granted, the employee must notify the City of intent to return to work every thirty days. If further leave is not granted, the employee's service with the City shall be considered terminated.

g) Forfeiture Upon Termination.

Employees leaving the municipal service shall forfeit all accumulated sick leave, except as otherwise provided by law. In the event that notice of resignation is given, sick leave may be used only through the day which was designated as the final day of work by such notice.

h) Personal Business Leave Chargeable to Sick Leave.

Employees may use up to twenty (20) hours of sick leave per calendar year for personal business. The scheduling of such leave is subject to the approval of the appropriate level of management.

Section 4~~10~~ – Voluntary Catastrophic Leave Program. If permitted by agreement between the City and the Palo Alto Police Officers' Association (P.O.A.) members of the Palo Alto Police Managers' Association representation unit may participate in the "Voluntary Leave Program" applicable to the P.O.A. representation unit to assist in maintaining the pay of an employee who is eligible by virtue of a qualifying catastrophic medical condition. Such participation, when authorized by City- P.O.A. agreement, shall be allowed only as long as the donors remain anonymous (unless disclosure is required by law). Otherwise, said program shall be governed by the conditions and restrictions set forth in the City-P.O.A. Memorandum of Agreement.

Section 4~~12~~ – Leave of Absence With Pay. The City Manager may grant a regular employee under his/her control a leave of absence with pay for a period not exceeding thirty calendar days for reasons he/she deems adequate and in the best interest of the City.

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

a) Subpoenas: leave of absence.

Regular employees who are subpoenaed in their capacity as a City employee to appear as witnesses on behalf of the State of California or any of its agencies may be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within thirty days from the termination of his or her services as a witness. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

b) Employee's time off to vote.

Pursuant to Elections Code section 14000, when the employee is unable to vote outside of the employee's work hours, up to two (2) hours' time off with pay to vote at any general or direct primary election shall be granted at the beginning or end of the employee's scheduled shift, whichever allows the most free time for voting and the least time off from the regular working shift. Such time off with pay to vote shall only be granted if the employee provides at least two working days' notice that time off for voting is desired, unless the nature of the employee's schedule prevents the employee from anticipating the need for time off to vote.

c) Leave of absence; death in family.

Leave of absence with pay of three (3) days shall be granted an employee by the head of his or her department in the event of death in the employee's family, but shall not exceed a total of six (6) paid work days per calendar year. For purposes of this section, family is defined as wife, husband,

son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchildren, aunt, uncle, niece, nephew, registered domestic partner, or a close relative residing in the household of the employee. Such leave shall be at full pay and shall not be charged against the employee's accrued vacation or sick leave. Requests for leave in excess of three (3) days shall be subject to the approval of the City Manager. Approval of additional leave will be based on the circumstances of each request with consideration given to the employee's need for additional time off.

d) Jury duty: leave of absence.

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowances within thirty days from the termination of his/her jury service.

Section 432 – Leave of Absence Without Pay.

a) Disability.

Leaves of absence without pay may be granted in cases of disability not covered by sick leave. Pregnancy will be considered as any other disability. Leaves of absence for disability are subject to physicians' verification including diagnosis and medical work restriction.

b) Other leaves.

Leaves of absence without pay is at the discretion and approval of management. Unauthorized leave of absence/job abandonment may result in disciplinary action up to and including termination of employment.

During unpaid leaves of absence for disability or other reasons, the employee may elect and the City may require the employee to use accrued paid vacation and sick leave in a manner consistent with state and federal law. All leaves without pay must be approved in advance and in writing by the department to be effective.

c) Approval of department head.

Leave of absence without pay for one week or less may be granted by the department head, depending on the merit of the individual case.

d) Approval by City Manager.

Leave of absence without pay in excess of one week's duration may be granted by the City Manager on the merit of the case, but such leave shall not exceed twelve months' duration.

e) Absence without leave.

Unauthorized leave of absence shall be considered to be without pay, and reductions in the employee's pay shall be made accordingly. Unauthorized leave of absence may result in termination of employment.

f) Leave of absence; death outside the immediate family.

Leave without pay may be granted a regular employee by his/her department head in the event of death to family members other than one of the immediate family, such leave to be granted in accordance with Subsections (b), (c), (d) and (e).

g) Military leave of absence.

State and federal law shall govern the granting of military leaves of absence and the rights of employees returning from such absence.

## **ARTICLE X – EMPLOYEE/EMPLOYER RELATIONS**

### **Section 443 – Probationary Period.**

- a) All original appointments to full-time or part-time regular municipal service positions shall be tentative and subject to a probationary period of twelve months for management employees
- b) The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employees work, for securing the effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the acceptable standards of work.
- c) A report of performance of each probationary employee shall be made by the department head and shown to the probationary employee on or before expiration of the probationary period.
- d) During the probationary period a new employee may be suspended, demoted or terminated at any time by the appointing authority without cause and without right of appeal or to submit a grievance.

**Section 454 – Disciplinary Action and Unsatisfactory Work or Conduct.** Disciplinary action shall be governed by the City's Merit Rules and Regulation, Palo Alto Police Department Policy 340 on Conduct, the Palo Alto Police Department Internal Affairs and Complaint Investigations Guidelines, and the Police Officer Procedural Bill of Rights Act.

### **Section 465 – Grievance Procedure.**

- a) The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or Association grievances, as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.
- b) Definition. A Grievance is:
  - 1. An unresolved complaint or dispute regarding the application or interpretation of this Memorandum of Agreement
  - 2. An appeal from a disciplinary action of any kind against an employee covered by this Memorandum of Agreement.
- c) Access to the Grievance Procedure. Except as otherwise provided in the Memorandum of Agreement for probationary employees, all employees represented by the Association may file and process a grievance. Such aggrieved employees may be represented by the

Association or may represent themselves in preparing and presenting their grievance at any level of review. The Association may file a grievance when an Association right under this Memorandum of Agreement not directly related to an individual employee becomes subject to dispute.

d) Conduct of Grievance Procedure.

1. The time limits specified in this Article may be extended by written mutual agreement of the aggrieved employee or the Association and the reviewer concerned.
2. If a decision is not rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
3. The grievance will be considered settled if the decision at any step is not appealed within the specified time limit.
4. The aggrieved employee or the Association and Human Resources Director may mutually agree in writing to waive any step of the grievance procedure.
5. Written grievances shall be submitted on forms provided by the City or on forms that are mutually agreeable to the City and the Association.
6. Any retroactive monetary arbitrator award or settlement by mutual agreement shall not extend more than ninety (90) days before the date that the grievance was filed in writing at Step 2 below.

The following steps shall apply:

Step I. The aggrieved employee will first attempt to resolve the grievance through informal discussions with his or her immediate supervisor by the end of the tenth working day following the discovery of or the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level. (Note: For purposes of time limits, the working days are considered to be Monday through Friday, exclusive of City holidays.) Appeals of disciplinary action should be processed through the procedures outlined in Step 2-3 of the Grievance Procedure.

Step II. If the grievance is not resolved through the informal discussion, the employee will reduce the grievance to writing and submit copies to the department head or his/her designee within ten (10) working days of the discussion with the immediate supervisor.

The department head or his/her designee shall have ten (10) working days from the receipt of a written grievance to review the matter and prepare a written statement.

Step III. If the grievance is not resolved at Step II, the aggrieved employee may choose between final and binding resolution of the grievance through appeal to the City Manager or through appeal to final and binding grievance arbitration. For the term of this Memorandum of Agreement, appeals to final and binding arbitration may be processed only with Association approval. All Step III appeals must be filed in writing at the Human Resources Department Office within ten (10) working days of receipt of the Step II appeal.

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

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

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

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

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

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

Section 476 – No Strikes. The Association, its representatives, or members, shall not engage in or cause, instigate, encourage, sanction, or condone a strike, withholding of services, concerted abuse of leave of absence provisions, work stoppage or work slowdown of any kind. No employee shall refuse to cross any picket line in the conduct of Police Department business, nor shall the Association, its representatives, or members discriminate in any way toward anyone who refuses to participate in a strike, or any of the job actions cited above.

City of Palo Alto and PAPMA

~~October 1, 2018 – June 30, 2021~~January 1, 2023 – June 30, 2025

Section 487 – Reduction in Workforce. In the event of reductions in force, they shall be accomplished wherever possible through attrition.

If the work force is reduced in the Association, the City will give an employee impacted by a potential lay off 30 days' notice prior to any reduction in force.

## **ARTICLE XI – LOOKING FORWARD**

Section 489 – Full Understanding. This Memorandum of Agreement contains the full and entire understanding of the parties regarding the matters set forth herein. The parties agree that they shall each carry out their responsibilities under the MOA in good faith.

Section 5049 – Legal Compliance/Severability. If any provision herein contained is rendered or declared invalid by reason of existing State or Federal legislation or by reason of State Supreme Court or U. S. Supreme Court ruling, such invalidation of such part or portion of this Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

Section 510 – Duration. The term of this Agreement shall ~~commence on October 1, 2018~~become effective upon ratification and adoption by both parties and shall expire on June 30, 2025~~1~~.

# Memorandum of Agreement

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City of Palo Alto and  
Palo Alto Police Management Association (PAPMA)

January 1, 2023 – June 30, 2025



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## **2023 - 2025 MEMORANDUM OF AGREEMENT**

### **City of Palo Alto and Palo Alto Police Managers' Association**

#### **ARTICLE I – PREAMBLE**

This Memorandum of Agreement is pursuant to and subject to Sections 3500-3510 of the Government Code of the State of California, the Charter of the City of Palo Alto, and the City of Palo Alto Merit System Rules and Regulations.

This Memorandum of Agreement made and entered into at Palo Alto, California, by and between the City of Palo Alto, a municipal corporation (hereinafter referred to as "City") and the Palo Alto Police Managers' Association (hereinafter referred to as "Association"), is intended to define agreements reached during the meet and confer process concerning wages, hours, working conditions, and other terms and conditions of employment for the represented group of employees.

Section 1 – Recognition. On October 29, 2009, the City of Palo Alto certified the Palo Alto Police Managers' Association (Association) as a bargaining unit within the City.

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

Section 2 – Non-Discrimination. The City and the Union agree that there shall be no discrimination of any kind because of age (over 40), race, creed, color, religion national origin, ancestry), veterans status, physical or mental disability, marital status, sexual orientation, sex (sexual, gender based or gender identity, pregnancy/childbirth), medical condition (cancer related and genetic characteristics), or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment.

The Association shall cooperate with the City, to the extent required by federal and State laws and regulations, in furthering the objective of Equal Employment Opportunities, as defined by Federal and State regulations.

#### **ARTICLE II – COMPENSATION**

##### Section 3 – Salary

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

- c) General Salary Increase: Effective the first full pay period following July 1, 2024 salary ranges of all represented classifications will be increased by four percent (4.0%).
- d) Flexible Compensation: Effective the first full pay period following City Council Adoption, and in lieu of an increase to the City contribution towards medical premiums, each represented classification will have their monthly income increased by \$100.
- e) Flexible Compensation: Effective the first full pay period following January 1, 2024, and in lieu of an increase to the City contribution towards medical premiums, each represented classification will have their monthly income increased by an additional \$100 (Total of \$200).

Section 4 – Working Out of Class Pay. Lieutenants or Captains fulfilling the role of an acting captain, assistant chief, or chief for individual shifts and/or a number of hours within a shift, shall not receive additional compensation. Periodically working in this capacity shall be deemed a basic duty within an employee's job description.

Lieutenants and Captains working out of class for a period of four or more consecutive shifts shall be compensated at the start of the pay period with premium pay determined by the Chief of Police or his or her designee up to 10% of base pay.

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

Section 5 – Night Shift Differential. Night shift differential shall be paid at the rate of 5% to all personnel for all hours worked between 6:00 p.m. and 8:00 a.m.

### **ARTICLE III – HEALTH CARE BENEFITS**

Section 6 – Active Employee Health Plans. The maximum City contribution towards medical premiums for eligible full time employees per employee category shall be up to a maximum of the following for any plan:

<i>Medical Premium Category</i>	<i>PEMHCA Contribution*</i>	<i>Total Maximum City Contribution (inclusive of PEMHCA contribution) effective First month following City Council Adoption</i>
Employee Only	\$151.00	\$871
Employee plus one	\$151.00	\$1,742
Employee Family	\$151.00	\$2,260

\*Total City contribution includes both PEMHCA minimum contributions pursuant to Government Code section 22892 and an additional City contribution necessary to pay the cost of medical premiums up to the amount listed in the "Total maximum City contribution" columns above.

Section 7 – Dental Benefits.

- a) The City will maintain the present level of benefits on the City-sponsored dental program for current employees and their dependents, except that the maximum benefits per calendar year shall be \$2,000 effective in 1988. Dental Coverage shall include composite (tooth colored) fillings for all teeth.

Effective July 1, 2007, the City will provide 50% of reasonable charges, \$2,000 lifetime maximum orthodontic benefit for representation unit employees and their dependents.

- b) Dependents will include domestic partners, as defined in the Active Employee Domestic Partners Section below.
- c) During the term of the agreement, the City and the Union will work together to review benefit provisions of the City's self-funded dental program. The purpose of this review is to contain benefit cost increases. Joint recommendations will be prepared for discussion during successor agreement negotiations.
- d) Dental implants in conjunction with one or more missing natural teeth, and removal of dental implants will be covered as a Major Dental Service at 50% usual, customary and reasonable (UCR).

Section 8 – Vision Care. The City will offer vision care coverage for employees and dependents. Coverage is equivalent to \$20 deductible Plan A under the Vision Service Plan, with monthly premiums paid by the employer. Dependents will include domestic partners, as defined in the Active Employee Domestic Partners Section below.

Section 9 – Basic Life Insurance. The City shall provide a basic group term life insurance with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to the employee's annual basic pay (rounded to the next highest \$1,000) at no-cost to the employee. AD&D pays an additional amount equal to the employee's annual basic pay (rounded to the next highest \$1,000).

Section 10 – Supplemental Life And AD&D Insurance. An employee may, at his/her cost, purchase additional life insurance and additional AD&D coverage equal to one-or two-times his or her annual salary. The maximum amount of life insurance available to the employee is up to \$325,000 and the maximum amount of AD&D coverage available is up to \$325,000.

Section 11 – Effective date of Coverage for New Employees. For newly hired regular employees coverage begins on the first day of the month following date of hire for the health plan, dental plan, vision care plan, and life insurance plans if these benefits are elected.

## **ARTICLE IV – OTHER BENEFITS**

Section 12 – Holiday Compensation. Police Managers will receive the twelve (12) paid City holidays outlined in the City of Palo Alto Merit Rules.

Floating Holiday – Days of Historical Significance. Employees will be provided one floating holiday each calendar year in acknowledgement of days of historical significance. The employee with prior approval from their supervisor can use this floating holiday at any time during the year. This holiday has no cash value and will expire if unused.

### Section 13 – Vacation.

#### a) Vacation Accrual.

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

1. Less than nine (9) years - For employees completing less than nine (9) years continuous service; one hundred twenty (120) hours vacation leave per year. The City Manager may adjust the annual vacation accrual of employees hired on or after July 1, 2001 to provide up to forty (40) additional hours (i.e. to a maximum annual accrual of one hundred sixty (160) hours) for service with a prior employer.
2. Nine (9), but less than fourteen (14) years - For employees completing nine (9), but not more than fourteen (14) years continuous service; one hundred sixty (160) hours vacation leave per year.
3. Fourteen (14), but less than nineteen (19) years - For employees completing fourteen (14), but not more than nineteen (19) years continuous service; one hundred eighty (180) hours vacation leave per year.
4. Nineteen (19) or more years - For employees completing nineteen (19) or more years continuous service; two hundred (200) hours vacation leave per year.

#### b) Vacation Use.

Vacation use by police managers will be subject to approval by the Chief of Police or his/her designee. All reasonable efforts will be made to approve vacation requests while maintaining appropriate oversight of public safety operations.

Employees shall complete six months continuous service before using accrued vacation leave.

#### c) Vacation Cashout.

Once each calendar year an employee may cash out eight (8) or more hours of vacation accrual in excess of eighty (80) hours from a minimum of eight (8) hours to a maximum of one hundred (120) hours, provided that the employee has taken at least eighty (80) hours of vacation in the previous twelve (12) months.

Effective for the 2012 tax year and each subsequent year, employees must pre-elect an irrevocable number of vacation hours they will cash out during the upcoming year, up to a maximum of one hundred twenty (120) hours, prior to the start of the calendar year. Employees who do not pre-designate or elect to cash out hours will be deemed to have waived the right to cash out any vacation leave in the following year.

Employees who pre-designate cash out amounts may request a cash out at any time in the designated tax year by submitting a cash out form to payroll. For employees who have not requested payment of pre-designated cash out amounts by November 1 of each year, Payroll will automatically cash out the pre-designated amount in a paycheck issued on or after November 1.

d) Vacation Pay at Termination.

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

e) Vacation Benefits for Deceased Employees.

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

Section 14 – Long Term Disability. The City shall provide long term disability (LTD) insurance with a benefit of 2/3 monthly salary, up to a maximum benefit of \$10,000 per month. The City shall pay the premium for the first \$6,000 of base monthly salary. For employees whose base monthly salary exceeds \$6,000, the employee shall pay the cost of the required premium based upon their monthly salary between \$6,000 and \$15,000.

Section 15 – Dependent Care Assistance Program. The City will provide a Dependent Care Assistance Program for employees according to the provisions of the Federal Economic Recovery Act of 1981, Code Sections 125 and 129. The program will be available to representation unit employees beginning with pay period number 1 of 1992, and remain in effect subject to a reasonable minimum participation level and availability of third-party administrative services at a reasonable cost.

Section 16 – Medical Flexible Spending Program. The City will provide a Medical Flexible Spending Program for Association members allowing them to use pre-tax deferrals for reimbursement of excess or uncovered medical, dental and vision expenses. The plan will follow existing plan guidelines and conform to all applicable laws and regulations.

Section 17 – Employee Assistance Plan. The Employee Assistance Plan (EAP) provides employees with confidential personal counseling, work and family related issues, eldercare, substance abuse, etc.

Section 18 – Commute Incentives and Parking.

1. Civic Center Parking. Employees assigned to Civic Center and adjacent work locations. The City will provide a Civic Center Garage parking permit. Employees hired after June 30, 1994 may initially receive a parking permit for another downtown lot, subject to the availability of space at the Civic Center Garage.
2. Alternative Commute Incentives: Employees who qualify may voluntarily elect one commute incentives, including but not limited to the following options, for those using an eligible commute alternative on 60% or more of their scheduled work days per month:
  - a. Public Transit and Vanpool. The City provides tax-free commute incentives up to the current IRS limit, as may be amended from time to time, (currently \$125/month) are available through the Commuter Check Direct (CCD) website for employees using Bay Area public transportation or riding in a registered vanpool at least 60% of their scheduled work days. Administration of the Commuter Check benefit shall be subject to the rules and regulations of the third- party administrator.
  - b. Go Pass. The Go Pass program will offer civic center and other downtown-based employees a Caltrans Go Pass that allows unlimited rides on Caltrain in all zones seven days per week, to any City of Palo Alto employee.
  - c. Bicycle. The City will provide employees with a tax-free incentive of \$20 per month to eligible employees who ride a bicycle to work.
  - d. Carpool. The City will provide with a taxable incentive of \$30 per month to each eligible employee in a carpool with two or more licensed drivers.
  - e. Walk. The City will provide employees with a taxable incentive of \$20 per month to eligible employees who walk to work.

Reopener. It is the City's interest to reduce single occupancy vehicle trips to the extent possible in order to address current challenges. During the term of this agreement, upon written request by the City, the parties shall meet and confer through the impasse process if necessary on changes to the City's commute incentive and parking program adopted by the City Council.

**ARTICLE V – RETIREMENT**

Section 19 – Retirement Benefits.

**A. "3%@50" Safety Retirement (Employees hired on or before December 7, 2012)**

For employees hired by the City of Palo Alto on or before December 7, 2012, the California Public Employees' Retirement System (CalPERS) retirement formula benefit known as the "3 percent at 50 (3%@50)," per California Government Code section 21362.2, shall continue in effect with the final salary determination for such employees of the "single highest one (1) year period" per California Government Code section 20042. All unit members in the 3% @ 50 safety retirement plan shall pay the full 9% CalPERS member contribution. This contribution is pre-tax to the extent allowable by law.

**B. Second Tier "3% at 55" Safety Retirement ("Classic" Employees)**

For those employees hired on or after December 8, 2012 through December 31, 2012 or are classic members as defined by CalPERS, the CalPERS retirement formula benefit known as the "3 percent at 55 (3%@55)," per Government Code section 21363.1, with the final salary determination for such

employees of the "three (3) highest consecutive years" based on the highest average annual compensation earnable by the member during three (3) consecutive years of employment immediately preceding retirement or the three-year period otherwise designated by the member per Government Code section 20037. All unit members in the second tier shall pay the full 9% CalPERS member contribution. This contribution is pre-tax to the extent allowable by law.

**C. Third Tier "2.7% at 57" Safety Retirement ("New" PEPRA Employees)**

For those employees hired on or after January 1, 2013, the CalPERS retirement formula benefit known as "2.7 percent at 57 (2.7% at 57)," with the final salary determination for such employees of the "three (3) highest consecutive years." The initial contribution rate will be at least 50% of the normal cost rate at retirement as determined by CalPERS. This contribution is pre-tax to the extent allowable by law.

**D. Additional Employee PERS Contributions**

Effective the pay period that includes June 30, 2017, all employees regardless of pension formula in this unit shall, in addition to the Member Contribution required, pay a 3% towards the Employer share of Pension.

Effective the pay period that includes June 30, 2021, all employees regardless of pension formula in this unit shall, in addition to the Member Contribution required, pay an additional 1% towards the Employer share of Pension for a total of 4%. Such contributions under CalPERS 20516 will be provided on a pre-tax basis to the extent allowable by law.

Section 20 – Retirement Medical Plan.

**A. Retiree Medical Coverage for Unit Employees Hired Before January 1, 2004:**

Monthly City-paid premium contributions for a retiree-selected PEMHCA optional plan will be made in accordance with the Public Employees' Medical and Hospital Care Act Resolution for employees hired before January 1, 2004 as outlined below.

For employees who retire before June 1, 2012, the City will pay up to the monthly medical premium for the 2nd most expensive plan offered to PMA employees among the existing array of plans.

For employees who retire on or after June 1, 2012, The City contribution towards retiree medical shall be the same contribution amount it makes for active City employees.

Effective upon ratification and adoption of this Agreement (Scheduled for January 11, 2016), the City shall provide active unit employees who were hired before January 1, 2004 with a one-time opportunity to opt-in to retiree health benefits provided under California Government Code section 22893. Eligible employees who wish to exercise this option shall inform the People, Strategy, and Operations department of their election in writing no later than 90 days following the ratification and adoption of this Agreement.

**B. 20-Year Vesting Schedule for Retiree Medical Coverage for Unit Employees Hired on or After January 1, 2004 and employees who chose to opt-in to retiree health benefits provided under California Government Code section 22893 as outlined above:**

The retiree health benefit provided in California Government Code section 22893 shall apply to all employees hired on or after January 1, 2004 and employees who opt-in as outlined above. Under this law, an employee is eligible to receive Fifty (50) percent of benefit after ten (10) years; each additional service credit year after Ten (10) years will increase employer credit by Five (5%) percent until Twenty (20) years is reached at which time employee is eligible for One Hundred (100%) percent of annuitant-only coverage and Ninety (90%) percent of the additional premium for dependents.

Section 21 – ICMA - Retirement Health Savings Plan. The City provides an ICMA retirement health savings plan for Association members. The ICMA retirement health savings plan is subject to applicable IRS rules and plan guidelines as well as any other applicable laws. Each Association member shall make a pre-tax contribution to the plan as follows:

1. Each member shall contribute 1% of their base salary bi-weekly into the plan.
2. Failure by each member to contribute will deem the health savings plan out of compliance with IRS and plan guidelines.
3. The administrative fee shall be paid by the Association member.

The manner and amount of contributions may be periodically modified by agreement of both parties.

Section 22 – Deferred Compensation Program. The City will provide a Deferred Compensation Program for employees according to the provisions of the plans and applicable IRS guidelines.

## **ARTICLE VI – MANAGEMENT BENEFIT PROGRAM**

Section 23 – Professional Development Reimbursement. The purpose of this program is to provide employees with resources to improve and supplement their job and professional skills. Reimbursement for authorized self-improvement activities may be granted to each Association employee up to a maximum of five hundred dollars (\$500) per fiscal year. A departmental training fund of one thousand dollars per employee (\$1,000) will be established for subject matter, leadership or other training that the Department Director identifies as a need for employees within that Department.

The following items are eligible for reimbursement:

- a) Civic and professional association memberships
- b) Conference participation and travel expenses, which must occur within the compensation plan period.
- c) Educational programs, books and videos, and tuition reimbursement designed to maintain or improve the employee's skills in performing his or her job or future job opportunities, should support the City's mission or be necessary to meet the educational requirements for qualification for employment. Permissible educational expenses are refresher courses, courses dealing with current developments, academic or vocational courses, as well as the

travel expenses associated with the courses as defined by the City's travel expense report from the Policy & Procedures Manual Section 1-02 ASD.

- d) Professional and trade journal subscriptions not to exceed 12 months.

Approval will be at discretion of department head and signature is required on reimbursement form. Amounts under this professional development program will be pro-rated in the first year of employment or promotion.

Section 24 – Physical Examinations. All management and professional employees are eligible to receive an annual physical examination as follows:

- a) Use the periodic health exam benefit as provided under the PERS Health Plan option you have selected. Each of the PERS Health Plans provides for a periodic physical examination. The examination must be performed by your primary care physician – unless he/she refers you to another physician.
- b) The types of tests and the frequency of the tests cannot exceed AMA guidelines. The guidelines are a suggested minimum based on research studies concerning preventative care. The judgment of your physician is the final determinant for your care.
- c) Any additional necessary asymptomatic tests that are required by your physician that are not covered by your health plan will be reimbursed by the City. Any symptomatic tests will be covered under your PERS Health Plan.

The Reimbursement for Periodic Physical Exam Form is available on the Human Resources Intranet site. This benefit will not be pro-rated.

Section 25 – Excess Benefit. This benefit is designed to meet the requirements of Section 125 of the Internal Revenue Code. Every calendar year, each employee will be provided with \$2,500 annually that they can designate among the following options:

- a) Medical Flexible Spending Account (Medical FSA).

Provides reimbursement for excess medical/dental/vision, or expenses that are incurred by employees and their dependents which are not covered or reimbursed by any other source, including existing City-sponsored plans. This includes prescribed medications and co-payments as well as over-the-counter drugs, including: antacids, allergy medicines, pain relievers and cold medicines. However, nonprescription dietary supplements (e.g. vitamins, etc.) toiletries (e.g. toothpaste), cosmetics (e.g. face cream), and items used for cosmetic purposes (e.g. Rogaine) are not acceptable.

- b) Dependent Care Flexible Spending Account (Dependent Care FSA).

Provides reimbursement for qualified dependent care expenses under the City's Dependent Care Assistance Program (DCAP), subject to the following limits: Dependent care expenses will be reimbursed only to the extent that the amount of such expenses reimbursed under this Management Benefit Program, when added to the amount (if any) of annual dependent care expenses that the participant has elected under the City's Flexible Benefits Plan, do not exceed the maximum permitted under the DCAP.

- 1) The annual amount submitted for reimbursement cannot exceed the income of the lower-paid spouse.
- 2) The expenses must be employment-related expenses for the care of one or more dependents who are under 13 years of age and entitled to a dependent deduction under Internal Revenue Code section 151 (e) or a dependent who is physically or mentally incapable of caring for himself or herself.
- 3) The payments cannot be made to a child under 19 years of age or to a person claimed as a dependent.
- 4) If the services are provided by a dependent care center, the center must comply with all state and local laws and must provide care for more than six individuals (other than a resident of the facility).
- 5) Dependent care expenses not submitted under this section are eligible under the City Dependent Care Assistance Plan (DCAP). However, the maximum amount reimbursed under DCAP will be reduced by any amount reimbursed under the Excess Benefit Plan.

c) Non-taxable Professional Development Spending Account.

Provides reimbursement for Non-Taxable professional development expenses (e.g., job-related training and education, seminars, training manuals, etc.) to the extent they are not paid or reimbursed under any other plan of the City.

d) Gym or Health Club Memberships.

Provides reimbursement for annual or monthly memberships, including personal trainers. Reimbursement of this expense is taxable to the employee.

e) Deferred Compensation.

The \$2,500 excess benefit provided in this section made on a one-time contribution basis on election by the employee towards the employee's City-sponsored 457 Deferred Compensation plan with either ICMA-RC or the Hartford.

Amounts designated by employees to either the Medical FSA, Dependent Care FSA, or Professional Development options are done so on a "use-it-or-lose-it" basis. This means that any amounts designated and not used by the end of the calendar year ( or end of the extended grace period for the medical FSA) will be forfeited by the employee and returned to the plan.

Specified amounts under this benefit will be applied on a pro-rata basis for employees who are part-time or who are in a management or professional pay status for less than the full fiscal year. Such benefits will be pro-rated in the first year of employment (based on hire date) but will not be pro-rated upon separation of employment.

Section 26 – Management Annual Leave. At the beginning of each calendar year regular management employees will be credited with 80 hours of management annual leave. This leave is granted in recognition of the extra hours management employees work over their regular schedule. This leave may be taken as paid time off, added to vacation accrual (subject to vacation accrual limitations), taken as cash or taken as deferred compensation. When time off is taken under this provision, 10-hour shift workers will receive one shift off for each 8 hours charged; 24-hour shift

workers will receive one-half shift off for each 8 hours charged. Entitlement under this provision will be reduced on a prorated basis for part-time status, or according to the number of months in paid status during the fiscal year; employees who have used more than the pro-rated share at the time they leave City service shall be required to repay the balance or have it deducted from their final check. Unused balances as of the end of the calendar year will be paid in cash unless a different option as indicated above is elected by the employee.

#### **Section 27 - POST Certificate/Incentive**

Management POST Certification: Employees that qualify for the Management POST certificate will receive a four percent (4%) increase to base pay effective the first full pay period after the employee provides proof of submission of the required paperwork to POST.

### **ARTICLE VII – OPERATIONAL ISSUES**

Section 28 – Management Assignments. The Chief of Police or his/her designee shall have the authority to make management assignments at his or her discretion. Where possible, these assignments should take into account the needs of the organization, development of the employee and individual employee desires.

Section 29 – Basic Work Schedules. Generally, police managers will be expected to work flexible schedules and reasonably adjust their hours to oversee their employee groups, manage 24/7 law enforcement operations, perform routine work, complete daily assignments, and occasionally attend meetings or other events outside their normal work shifts. Basic work schedules will be the 4/10 schedule.

Section 30 – On Duty Workouts. Police managers who complete the yearly Wellness Program requirements may participate in an on-duty workout for a reasonable period as determined by the Chief, as long as it does not interfere with the performance of the employee's job duties, for which the employee will remain accountable. Applicable guidelines and conditions are outlined in the Department's Wellness Program Policy which the City may change from time to time.

Section 31 – Take Home Emergency Response Vehicles. Subject to approval by the City Manager and the Police Chief, Police Captains will continue the current take home emergency response vehicle program which allows for the immediate and emergent response to public safety incidents involving the City.

The specific use and restrictions for driving these vehicles shall adhere to the guidelines outlined in the then current version of City Policy and Procedure 4-01.

Section 32 – Modified Duty Assignments. In cases of non-work-related injury, illness or pregnancy, an employee, upon approval of the department head, City Risk Manager and the employee's doctor, may return to work or continue work with doctor-approved limited or alternative duty pursuant to Policy & Procedure 2-04. Approval for reasonable accommodation such as limited/alternative duty shall be based upon department ability to provide work consistent with medical limitations and the length of time of the limitations. The City doctor may be consulted in determining work limitations. Any assignment to a limited/alternative duty will be on a temporary basis.

Section 33 – Meal Allowance. Police managers attending night meetings will be eligible for meal reimbursement under the guidelines set forth in the then current version of City Policy and Procedure No. 1-02.

Section 34 – Uniforms.

- a) The City will supply complete uniforms to all sworn personnel. All uniform items are the property of the City. One complete uniform consists of: (1) three pair of trousers, (2) three short-sleeved shirts with patches and zippers if desired, (3) three long-sleeved shirts with patches and zippers if desired, (4) three cotton or two synthetic fiber turtleneck shirts, (5) hat, (6) duty jacket with patches, (7) dress jacket with patches, (8) necktie, and (9) rain gear.
- b) At the time of initial employment, every sworn employee will be issued one complete uniform. Uniform items will be replaced on an as-needed basis subject to verification by management.
- c) The City shall provide uniform cleaning for sworn representation unit personnel.
- d) Personnel are accountable for all uniform items issued to them. If a particular item is lost or damaged due to employee negligence, the employee will be required to reimburse the City for value of the item(s) lost or damaged.
- e) The City shall reimburse employees for the full cost of job-related boots upon verification of such purchase by the employees. The City will make the reimbursement only upon proof that the previous boots have become unserviceable due to wear or damage. (Job-related boots shall mean well-constructed, high topped boots that provide full ankle and foot support, which are selected from list agreed to by Management and the Association.)

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

**ARTICLE VIII – ASSOCIATION AGREEMENTS**

Section 35 – Association Security.

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

For purposes of this section, representation shall include:

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

Section 36 – Association Representative Access to Work Locations. Employee and non-employee representatives of the Association will be granted access to City work locations to conduct business related to the administration or negotiation of the parties' Memorandum of Understanding, as long as advance arrangements for such visits have been made with the affected department manager and no disruption of work occurs. Advance arrangement shall normally include not less than one hour's notice in the case of an employee Association representative, two hours in the case of non-employee Association representatives. Non-employee representatives must also notify the Human Resources Department Manager (or designee) of the time, date and location of the representative's intended visit.

Section 37 – Release Time. The Association President or his or her-designee in the representation unit may use a reasonable amount of time without loss of pay for matters related to the bargaining process, labor relations, and administration of the MOA, violations of the MOA, grievances, disciplinary issues, and training for association members.

Release time shall normally be approved in advance by the department head and must not detract from the performance of the representative's City job duties, for which he or she will remain accountable.

Section 38 – Use of City Facilities for Association Business. Any use of City facilities shall be governed by the then current version of City Policy and Procedure No. 4-07.

Section 39 – Payroll Deduction. The City shall deduct Association membership dues and any other mutually agreed upon payroll deduction from the bi-weekly pay of member employees. The dues deduction must be authorized in writing by the employee on an authorization card acceptable to the City and the Association. The City shall remit the deducted dues to the Association as soon as possible after deduction.

## **ARTICLE IX – LEAVE PROGRAMS**

### Section 40 – Sick Leave.

#### a) Statement of Policy.

Sick leave shall be allowed and used only in case of actual personal sickness or disability, medical or dental treatment, or as authorized in Subsection (i), personal business chargeable to sick leave. Up to 8 days sick leave per year may be used for illness in the immediate family (spouse, child, parent, parent-in-law, brother, sister, registered domestic partner, or close relative residing in the household of the employee).

#### b) Eligibility.

Regular and part-time employees shall be eligible to accrue and use sick leave.

#### c) Accrual.

Sick leave shall be accrued bi-weekly provided the employee has been in a pay status for 50 percent or more of a bi-weekly pay period. Sick leave shall be accrued at the rate of 3.7 hours per bi-weekly pay period.

d) Accumulation.

Sick leave accrual accumulation shall be limited to 1,000 hours with no payoff provision for unused balance at termination.

e) Use.

Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. A new employee may, if necessary, use up to forty-eight hours or shift equivalent of sick leave at any time during the first six months of employment. Any negative balances generated by such utilization will be charged against future accrual or deducted from final paycheck in the event of termination.

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

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

When an employee finds it necessary to be absent for any reason, he/she should contact the Department as soon as possible, but no later than the start of the scheduled shift on the first working day of absence, and shall regularly report by the start of each subsequent shift unless hospitalized. Such reports may be subject to written documentation if there is reasonable evidence that sick leave abuse has occurred. Sick leave shall not be granted unless such report or advance accounting has been made, provided, however, that the department head may grant exception to this policy where the circumstances warrant.

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

f) Depletion of Sick Leave Benefits.

Upon depletion of sick leave or the beginning of the period to be covered by payments under the long-term disability group insurance coverage, whichever comes first, an employee may be granted a medical leave of absence without pay for a period not exceeding sixty days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to the approval of the City Manager. If further leave is granted, the employee must notify the City of intent to return to work every thirty days. If further leave is not granted, the employee's service with the City shall be considered terminated.

g) Forfeiture Upon Termination.

Employees leaving the municipal service shall forfeit all accumulated sick leave, except as otherwise provided by law. In the event that notice of resignation is given, sick leave may be used only through the day which was designated as the final day of work by such notice.

h) Personal Business Leave Chargeable to Sick Leave.

Employees may use up to twenty (20) hours of sick leave per calendar year for personal business. The scheduling of such leave is subject to the approval of the appropriate level of management.

Section 41 – Voluntary Catastrophic Leave Program. If permitted by agreement between the City and the Palo Alto Police Officers' Association (P.O.A.) members of the Palo Alto Police Managers' Association representation unit may participate in the "Voluntary Leave Program" applicable to the P.O.A. representation unit to assist in maintaining the pay of an employee who is eligible by virtue of a qualifying catastrophic medical condition. Such participation, when authorized by City- P.O.A. agreement, shall be allowed only as long as the donors remain anonymous (unless disclosure is required by law). Otherwise, said program shall be governed by the conditions and restrictions set forth in the City-P.O.A. Memorandum of Agreement.

Section 42 – Leave of Absence With Pay. The City Manager may grant a regular employee under his/her control a leave of absence with pay for a period not exceeding thirty calendar days for reasons he/she deems adequate and in the best interest of the City.

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

a) Subpoenas: leave of absence.

Regular employees who are subpoenaed in their capacity as a City employee to appear as witnesses on behalf of the State of California or any of its agencies may be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within thirty days from the termination of his or her services as a witness. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

b) Employee's time off to vote.

Pursuant to Elections Code section 14000, when the employee is unable to vote outside of the employee's work hours, up to two (2) hours' time off with pay to vote at any general or direct primary election shall be granted at the beginning or end of the employee's scheduled shift, whichever allows the most free time for voting and the least time off from the regular working shift. Such time off with pay to vote shall only be granted if the employee provides at least two working days' notice that time off for voting is desired, unless the nature of the employee's schedule prevents the employee from anticipating the need for time off to vote.

c) Leave of absence; death in family.

Leave of absence with pay of three (3) days shall be granted an employee by the head of his or her department in the event of death in the employee's family, but shall not exceed a total of six (6) paid work days per calendar year. For purposes of this section, family is defined as wife, husband, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchildren, aunt, uncle, niece, nephew, registered domestic partner, or a close relative residing in the household of the employee. Such leave shall be at full pay and shall not be charged against the

employee's accrued vacation or sick leave. Requests for leave in excess of three (3) days shall be subject to the approval of the City Manager. Approval of additional leave will be based on the circumstances of each request with consideration given to the employee's need for additional time off.

d) Jury duty; leave of absence.

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowances within thirty days from the termination of his/her jury service.

Section 43 – Leave of Absence Without Pay.

a) Disability.

Leaves of absence without pay may be granted in cases of disability not covered by sick leave. Pregnancy will be considered as any other disability. Leaves of absence for disability are subject to physicians' verification including diagnosis and medical work restriction.

b) Other leaves.

Leaves of absence without pay is at the discretion and approval of management. Unauthorized leave of absence/job abandonment may result in disciplinary action up to and including termination of employment.

During unpaid leaves of absence for disability or other reasons, the employee may elect and the City may require the employee to use accrued paid vacation and sick leave in a manner consistent with state and federal law. All leaves without pay must be approved in advance and in writing by the department to be effective.

c) Approval of department head.

Leave of absence without pay for one week or less may be granted by the department head, depending on the merit of the individual case.

d) Approval by City Manager.

Leave of absence without pay in excess of one week's duration may be granted by the City Manager on the merit of the case, but such leave shall not exceed twelve months' duration.

e) Absence without leave.

Unauthorized leave of absence shall be considered to be without pay, and reductions in the employee's pay shall be made accordingly. Unauthorized leave of absence may result in termination of employment.

f) Leave of absence; death outside the immediate family.

Leave without pay may be granted a regular employee by his/her department head in the event of death to family members other than one of the immediate family, such leave to be granted in accordance with Subsections (b), (c), (d) and (e).

g) Military leave of absence.

State and federal law shall govern the granting of military leaves of absence and the rights of employees returning from such absence.

## **ARTICLE X – EMPLOYEE/EMPLOYER RELATIONS**

### **Section 44 – Probationary Period.**

- a) All original appointments to full-time or part-time regular municipal service positions shall be tentative and subject to a probationary period of twelve months for management employees
- b) The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employees work, for securing the effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the acceptable standards of work.
- c) A report of performance of each probationary employee shall be made by the department head and shown to the probationary employee on or before expiration of the probationary period.
- d) During the probationary period a new employee may be suspended, demoted or terminated at any time by the appointing authority without cause and without right of appeal or to submit a grievance.

**Section 45 – Disciplinary Action and Unsatisfactory Work or Conduct.** Disciplinary action shall be governed by the City's Merit Rules and Regulation, Palo Alto Police Department Policy 340 on Conduct, the Palo Alto Police Department Internal Affairs and Complaint Investigations Guidelines, and the Police Officer Procedural Bill of Rights Act.

### **Section 46 – Grievance Procedure.**

- a) The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or Association grievances, as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.
- b) **Definition.** A Grievance is:
  - 1. An unresolved complaint or dispute regarding the application or interpretation of this Memorandum of Agreement
  - 2. An appeal from a disciplinary action of any kind against an employee covered by this Memorandum of Agreement.
- c) **Access to the Grievance Procedure.** Except as otherwise provided in the Memorandum of Agreement for probationary employees, all employees represented by the Association may file and process a grievance. Such aggrieved employees may be represented by the Association or may represent themselves in preparing and presenting their grievance at any level of review. The Association may file a grievance when an Association right under this Memorandum of Agreement not directly related to an individual employee becomes subject to dispute.
- d) **Conduct of Grievance Procedure.**

1. The time limits specified in this Article may be extended by written mutual agreement of the aggrieved employee or the Association and the reviewer concerned.
2. If a decision is not rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
3. The grievance will be considered settled if the decision at any step is not appealed within the specified time limit.
4. The aggrieved employee or the Association and Human Resources Director may mutually agree in writing to waive any step of the grievance procedure.
5. Written grievances shall be submitted on forms provided by the City or on forms that are mutually agreeable to the City and the Association.
6. Any retroactive monetary arbitrator award or settlement by mutual agreement shall not extend more than ninety (90) days before the date that the grievance was filed in writing at Step 2 below.

The following steps shall apply:

Step I. The aggrieved employee will first attempt to resolve the grievance through informal discussions with his or her immediate supervisor by the end of the tenth working day following the discovery of or the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level. (Note: For purposes of time limits, the working days are considered to be Monday through Friday, exclusive of City holidays.) Appeals of disciplinary action should be processed through the procedures outlined in Step 2-3 of the Grievance Procedure.

Step II. If the grievance is not resolved through the informal discussion, the employee will reduce the grievance to writing and submit copies to the department head or his/her designee within ten (10) working days of the discussion with the immediate supervisor.

The department head or his/her designee shall have ten (10) working days from the receipt of a written grievance to review the matter and prepare a written statement.

Step III. If the grievance is not resolved at Step II, the aggrieved employee may choose between final and binding resolution of the grievance through appeal to the City Manager or through appeal to final and binding grievance arbitration. For the term of this Memorandum of Agreement, appeals to final and binding arbitration may be processed only with Association approval. All Step III appeals must be filed in writing at the Human Resources Department Office within ten (10) working days of receipt of the Step II appeal.

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

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

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

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

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

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

Section 47 – No Strikes. The Association, its representatives, or members, shall not engage in or cause, instigate, encourage, sanction, or condone a strike, withholding of services, concerted abuse of leave of absence provisions, work stoppage or work slowdown of any kind. No employee shall refuse to cross any picket line in the conduct of Police Department business, nor shall the Association, its representatives, or members discriminate in any way toward anyone who refuses to participate in a strike, or any of the job actions cited above.

Section 48 – Reduction in Workforce. In the event of reductions in force, they shall be accomplished wherever possible through attrition.

If the work force is reduced in the Association, the City will give an employee impacted by a potential lay off 30 days' notice prior to any reduction in force.

## **ARTICLE XI – LOOKING FORWARD**

Section 49 – Full Understanding. This Memorandum of Agreement contains the full and entire understanding of the parties regarding the matters set forth herein. The parties agree that they shall each carry out their responsibilities under the MOA in good faith.

Section 50 – Legal Compliance/Severability. If any provision herein contained is rendered or declared invalid by reason of existing State or Federal legislation or by reason of State Supreme Court or U. S. Supreme Court ruling, such invalidation of such part or portion of this Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

Section 51 – Duration. The term of this Agreement shall become effective upon ratification and adoption by both parties and shall expire on June 30, 2025.