

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EAST PALO ALTO
AND
EAST PALO ALTO POLICE OFFICERS' ASSOCIATION**

One Year Agreement (July 1, 2021 through June 30, 2022)

PREAMBLE

Having met and conferred in good faith pursuant to the provisions of Government Code Section 3500-3510 the City of East Palo Alto (hereinafter referred to as "CITY") and the Police Officers Association (hereinafter referred to as "ASSOCIATION") have agreed upon this memorandum of understanding ("MOU").

It is the general purpose of this MOU to promote the mutual interest of the City and its employees and to establish rates of pay, and certain other terms and conditions of employment.

ARTICLE 1: RECOGNITION

1.1 Union Recognition

1.1.1 Pursuant to the provisions of the City Employer-Employee Relations Resolution #48-83 and applicable State law, the City of East Palo Alto hereby recognizes the Police Officers Association as the certified majority representative of the employees in each of the classifications listed below:

- Police Officer
- Police Sergeant

1.1.2 The term "employee" or "employees" as used herein shall refer only to individuals employed by the City (excluding temporary and/or contracted) as well as such classes of employees as may be added hereafter through the provisions of the City Employer-Employee Relations Resolution or applicable State law.

1.1.3 The Association agrees to provide the City with a list of Association Officers and representatives who are authorized to meet and confer in good faith or to represent other employees. The Association shall also provide the City with a list of all authorized paid representatives. These lists shall be kept current by the Association.

1.2 Employer Recognition

The City Manager or his/her designee is the representative of the City in employer-employee relations, pursuant to the Employer-Employee Resolution # 48-83 adopted November 21, 1983.

ARTICLE 2: NON-DISCRIMINATION

The provisions of this MOU shall be applied equally to all employees covered hereby. Neither the City nor the Association shall unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, disability, or religious or political opinion or affiliation or legitimate Association activity. In addition, to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person(s) from performing the essential functions and duties of the classification.

ARTICLE 3: RIGHTS OF PARTIES

3.1 Management Rights

- 3.1.1 The City retains, among other management rights, the exclusive right to determine methods, means, and personnel by which City government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.
- 3.1.2 The City also retains the sole right to administer the Human Resource System, to classify or reclassify positions, add or delete positions or classes to or from the authorized strength and Compensation Rate Schedule; to establish standards for employment, promotions, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause to establish work schedules and work assignments, contract out work, transfer work out of the unit, and to relieve its employees from duty for lack of work or other legitimate reasons. The City retains the right to be the sole judge, subject to its Personnel Rules and Regulations, of the qualification and competence of its officers and employees.
- 3.1.3 The City reserves the right to take whatever action may be necessary in an emergency situation.
- 3.1.4 This section is not intended to restrict consultation with employees or employee representative about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

3.2 Employee Rights

- 3.2.1 Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees shall also have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, unduly influenced or discriminated against because of his/her exercise of these rights.
- 3.2.2 Management employees shall not represent non-management employees on matters within the scope of representation. Confidential employees shall not represent non-confidential employees on matters within the scope of representation. This provision does not otherwise limit the right of confidential employees to be members of and to hold office in employee organizations of their choice.

3.3 Association Rights

City employees who are Official Representatives or Unit Representatives of the Association shall be given reasonable time off with pay to attend meet-and-confer sessions with Management Representatives, or to be present when unit member grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City Personnel Officer. Whenever possible, such employee representatives shall make a request for excused absence to the Police Chief or his or her designated representative at least two 2 calendar days prior to the scheduled meeting. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

ARTICLE 4: ASSOCIATION SECURITY

4.1 (a) An employee may at any time execute a payroll deduction authorization form (“Deduction Authorization Form”) as furnished by the Association. The Association will be the custodian of record for Deduction Authorization Forms and will provide the City with a written certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction or reduction is to be made (“Certified List”).

(b) The City will direct employee requests to authorize deduction(s), or requests to cancel or change status regarding such deduction(s), to the Association. The Association shall not be required to provide the City a copy of the Deduction Authorization Form unless a dispute arises about the existence or terms of the authorization. However, the Association will provide the City with a Certified List with sufficient information to allow the City to identify the appropriate level of deduction for each member.

(c) The City will deduct membership dues and insurance premiums from employees in the above-mentioned classifications in the first full payroll period after receipt of the Deduction Authorization Form from the Association.

(d) Deductions may be revoked only pursuant to the terms of the member’s written authorization. The City shall direct member requests to cancel or change deductions to the Association and shall rely on information provided by the Association regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Association.

(e) Consistent with state law, the Association shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on the Association’s Certified List or a Deduction Authorization Form and (2) any claims made by an employee for deductions made in reliance on information provided by the Association regarding changes or cancellations to the deduction authorization.

4.2 New Hire Orientation

(a) Within five (5) days of hiring a new Bargaining Unit employee, the City will notify the Association in writing of such employment, giving the following information for the new employee: name; date of hire; and job classification. The City will provide the following if the employee has provided this information: home or personal cellular telephone number; personal email address; and mailing address.

(b) During the Department’s new hire orientation process, the Department will give the Association access to the employee during their normal work hours, in coordination with the Administrative Sergeant.

4.3 An Employee who is a member of the Association’s bargaining team and who attends the regularly scheduled bargaining sessions between the City and the Association shall receive release time conditioned on the following:

- 4.3.1 Release Time: Means the release from regularly scheduled duty to attend with pay bargaining sessions between the City and the Association's bargaining team during on-duty-time. Release time is time worked.
- 4.3.2 Hours Eligible for Release Time: Means only those hours scheduled and actually spent in bargaining sessions between the City and the Association on days the Association member is scheduled to work. Hours spent in negotiations in excess of the number the employee was scheduled to work that day, or hours spent in negotiations on a non-duty day, shall not be counted for pay purposes or as hours worked.
- 4.3.3 Each POA bargaining team member shall notify his/her supervisors of the scheduled time, date and place of the bargaining session between the City and the Association as soon as a session is scheduled and shall re-notify the supervisor at least 72 hours in advance of the bargaining session.

4.4 Scheduled on-duty personnel will be expected to report for duty prior to a scheduled negotiation session unless the start of the shift is the same as the scheduled start of the negotiation session. On-duty personnel shall report for duty after the end of a bargaining session unless the bargaining session exceeds the scheduled duty day. The bargaining session ends when either the City or Association indicates the meeting is over.

4.5 The City shall provide an aggregate of up to ten (10) days off without pay for Association officers to attend seminars or conduct Association business. Such leave without pay must be scheduled and approved in advance by the Police Chief or his/her designated representative. The department retains the right to deny a leave or cancel a leave when such leave will result in an uncovered work assignment or cause overtime. The City shall establish a release time bank for the Association's elected officers. Bargaining unit members may contribute vacation or Compensatory Time Off (CTO) time in full-day increments to the release time bank. This leave will be converted to release time on an hour-for-hour basis. The Association shall designate elected officers who may use the time in the release time bank. Release time shall continue to be at the discretion of the supervisor and shall not be permitted if its use would incur overtime.

ARTICLE 5: BULLETIN BOARDS

5.1 The City shall provide designated bulletin board space on existing bulletin boards for the Association, the size and location to be determined jointly by departmental management and the Association. All materials to be posted must be non-defamatory in nature, must be approved, dated, and signed by an Association official and shall be for the benefit of the membership. Appropriate postings include, but are not limited to the following subjects:

1. Association recreational, social and related news bulletins;
2. Scheduled meetings;
3. Information concerning Association elections or the results thereof; and
4. Reports of official business of the Association, including reports of committees or the Board of Directors.

5.2 Materials posted on the bulletin board shall be removed consistent with Departmental Policy.

5.3 In cases where the Association shares space with employees of another bargaining group, in whole or part,

the space described above will become the bulletin board space for employees represented by each bargaining group. In the event that there is insufficient bulletin board space for both unions, the parties shall meet to discuss appropriate allocation of space.

ARTICLE 6: REOPENER ON HEALTH AND WELFARE

6.1 The parties recognize the City's strong interest in plan design changes. The parties shall meet and confer over medical premium rates, potential plan design changes, employee and employer premium contributions, and potential new medical insurance providers, with the intention of reaching agreement on plan design changes.

6 Retiree Medical Trust

6.2.1 During the term of the MOU, the POA may enter into an agreement to participate in an established Retiree Medical Trust with no City contribution.

6.2.2 The City will not be signatory to the trust and its responsibilities will be limited to deducting employee contributions and remitting funds to the trust.

ARTICLE 7: MEDICAL AND DENTAL COVERAGE

7.1 Medical Coverage

7.1.1 Employee Coverage:

The City agrees to provide a medical insurance plan or plans (if more than one is available) for eligible employees covered by this bargaining unit. For those employees electing to have employee-only coverage under the City's existing medical plans, the City shall contribute up to the full cost of the employee-only level based on the Kaiser Permanente HMO 8747A premiums. Eligible employees may select coverage from among the available options. Any premiums in excess of the Kaiser Permanente HMO 8747A plan will be paid by the employee.

7.1.2 Dependent Coverage:

A. Employees may insure their eligible dependents (including registered domestic partners) under the medical plans provided by the City, in accordance with the rules and regulations applicable to obtaining said dependent coverage.

B. The City shall contribute up to eighty percent (80%) of the premium of the Kaiser Permanente HMO 8747A medical plan for those employees electing to have dependent medical coverage under the City's existing medical plans. The employee shall be responsible for the remaining premium for the selected medical coverage, payable through bi-weekly payroll deductions.

7.2 Dental Coverage

7.2.1 Employee Coverage:

- A. The City agrees to provide a dental insurance plan or plans (if more than one is available) for its employees covered by this bargaining unit. The City shall contribute the full cost of the employee-only level for the dental plan selected by the employee. The contributions are based on regular full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time equivalent.
- B. Maximum Delta Dental payout per calendar year shall be \$2,000.
- C. Co-payment for Crown and Cast Restoration, and Prosthodontic benefits shall be 80/20; with the twenty percent (20%) share the responsibility of the employee.

7.2.2 Dependent Coverage:

- A. Employee may insure their eligible dependents (including registered domestic partners as defined by State law) under the dental plan(s) in accordance with the rules and regulations applicable to obtaining said dependent coverage.

ARTICLE 8: MEDICAL & DENTAL INSURANCE COVERAGE DURING LEAVES OF ABSENCE

Employees who are placed on unpaid or paid leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the City contribution toward medical and dental plan coverage for a leave as required by state and federal law. Premium amounts exceeding the City contribution and for dependents shall be the responsibility of the employee during the leave period. The City will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

ARTICLE 9: WAGES & RETIREMENT

9.1 Wages

- 9.1.1 COLA. Effective the first full pay period in November, salaries for all bargaining unit positions will be increased by 3.0%
- 9.1.2 Equity Adjustment: Effective the full first pay period in November, Salaries for the Sergeant classification will be increased an additional 0.33%
- 9.1.3 Lump Sum: Individuals who are members of the bargaining unit represented by POA during the first pay period following City Council adoption of the resolution authorizing amendments to the MOU will receive a one-time lump sum payment of **\$500**. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

9.2 Step Increases

- 9.2.1 Employees initially appointed to the first step of the salary range of their classification shall be entitled to a merit increase to the next higher step in the pay range upon successful completion of six (6) months of actual initial or promotional probationary service, so long as they receive a satisfactory performance evaluation. The date of such increase shall be the first full pay period following the evaluation date.
- 9.2.2 Employees may be appointed to any step in the salary schedule for their classification as recommended by the Chief of Police and approved by the City Manager. Employees appointed to the second step and above are eligible to receive a merit increase the first full pay period following successful completion of twelve (12) months of actual service, so long as they receive a satisfactory performance evaluation.
- 9.2.3 Each twelve (12) months of actual service after the evaluation date, each employee receiving a satisfactory performance evaluation shall receive a merit increase to the next higher step (effective the first full pay period following the evaluation date) until the top step of the pay range for the job class has been reached. An employee shall not receive a merit increase beyond the maximum steps established for the job classification.
- 9.2.4 For purposes of this section, an employee who has not received any performance evaluation as of the evaluation date shall be deemed to have received a satisfactory performance evaluation effective the evaluation date. However, the evaluation must still be completed in a timely manner. Nothing in this section shall limit the employer's ability to take disciplinary or other action for performance issues which occur during a time period when no performance evaluation was completed.

9.3 Effect of Promotion, Demotion or Transfer on Salaries

9.3.1 Pay Following Promotion

An employee promoted to a higher-paid classification shall be assigned to the first step in the new pay range or at the step which equals no less than a five percent (5%) increase over his/her

current base pay rate, whichever is more, provided the maximum pay step for the new range is not exceeded.

9.3.2 Pay Following Demotion

An employee involuntarily demoted to a lower-paid classification shall be assigned to a step in the new pay range recommended by the Chief of Police and approved by the City Manager. An employee voluntarily demoted shall be paid at the step of the new pay range closest to the employee's base pay in the higher-paid classification, but not exceeding the maximum step in the range.

9.3.3 Pay Following Transfer

An employee transferred to a position within the same classification or to another classification with the same pay range shall retain the same rate of base pay and the same evaluation date. A merit increase shall not be applicable at the successful completion of any probation or evaluation period required as a result of a transfer.

9.4 Working Out of Classification

An employee who is officially designated by management to perform all, or substantially all, of the duties of a vacant position or of an absent employee in a higher paid classification, shall be paid at the step of the higher pay range or at the first step which is not less than five percent (5%) more than his/her current base rate after a full shift or twelve (12) regularly scheduled hours, whichever is greater, served in the higher paid classification. Once an employee has worked in the acting assignment for a full shift or twelve (12) regularly scheduled hours, whichever is greater, he or she shall be entitled to acting pay for the entire length of the assignment

9.5 Shift Changes

The Chief of Police shall post shift changes fourteen (14) days in advance of such change, subject only to exigent circumstances as determined by the Chief of Police or his/her authorized designee. Said exigent circumstances shall be explained to affected personnel in writing and/or posted where such notices are customarily located in the department.

9.6 Retirement

Tier 1

Employees who do not meet the definition of "new employees," as defined by the Public Employees' Retirement System (PERS) shall be subject to the 3% @ 55 retirement formula. Tier 1 Employees will continue to pay the employee contribution of 9%.

Tier 2

For new employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members, with a 2.7% at age 57 retirement formula based upon an average of the three (3) highest years of compensation. Employees will pay the full employee contribution (50% of the Normal Cost of the benefit).

9.7 Timesheets

It is the employee's responsibility to fill out their own timesheet. If an employee is unable to fill out his/her timesheet in person, that employee shall communicate with his/her supervisor who (upon authorization from the employee) will fill out the timesheet for that employee. If a member neglects to fill out his or her timesheet, their paycheck may be incorrect and will not be resolved until the payroll period after the employee submits an accurate timesheet and notifies the Department of the error.

9.8 Overpayments

Employees will be notified by Payroll or Human Resources prior to the recovery of overpayments on paychecks. Such Notice will include the Option for the employee either to make payment through payment/deduction in a lump sum or through biweekly deductions over a specified timeframe. Employees shall be granted at the minimum, the same number of pay periods for repayment as occurred during the overpayment. In the event the repayment constitutes an excessive burden on the employee, he/she shall be permitted the opportunity to meet with the city to develop a mutually agreeable repayment plan.

Following notice to the overpaid employee, the employee shall have five (5) days in which to submit in writing a request for a grace period for repayment. No grace period shall be allowed for an overpayment of five hundred dollars (\$500.00) or less. The grace period shall not exceed two (2) pay periods. The City shall not unreasonably deny a request for a grace period.

If an overpaid employee does not make a written request for a grace period as set forth in this section, or at the expiration of the grace period, the overpaid monies shall be repaid to the City via biweekly deductions pursuant to the Option selected by the employee. If the employee has not selected a repayment Option, repayment shall be made over the time period the City deems appropriate.

Upon separation of employment, the overpaid employee's grace period is automatically terminated, and any remaining amounts of overpayments shall be deducted from the separated employee's final paycheck.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Grievance Defined

A grievance is defined as an allegation by an employee, group of employees, or the Association that the Employer has failed to provide a condition of employment as required by Memorandum of Understanding, written departmental rules, or written City Rules and Regulations, provided that the enjoyment of such right is not made subject to the discretion of the Police Chief or the City by terms of Memorandum of Understanding or law; and, provided further, that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.

10.2 Grievance Procedure

Step 1. Informal Discussion.

An employee shall discuss the act in dispute with his/her immediate supervisor no later than seven (7) calendar days after the event giving rise to the dispute, or no later than seven (7) calendar days after the employee knew or reasonably should have known of the event giving rise to the grievance. The Supervisor shall give the employee an oral reply within fifteen (15) calendar days after the discussion. If the employee is

not satisfied with the response, he/she may proceed to Step 2.

Step 2. Division Head.

Any dispute not resolved at Step 1 may be submitted to the Division Head in writing, citing the specific provision of this Agreement in dispute and setting the desired solution within fifteen (15) calendar days after the Supervisor's response. A copy shall be provided to the Immediate Supervisor and the Personnel Officer. Within fifteen (15) calendar days thereafter, a meeting shall be scheduled with the employee by the Division Head, who shall attempt to resolve the matter. The Division Head shall give the employee a written reply within fifteen (15) calendar days after such meeting and shall file a copy with the Personnel Officer. If the employee is not satisfied with the response, he/she may proceed to Step 3. Employees who are supervised directly by Chief of Police shall by-pass Step 2 and proceed directly to Step 3.

Step 3. Chief of Police.

Any dispute not resolved at Step 2 may be submitted in writing to the Chief of Police within fifteen (15) calendar days of the division head's response, with a copy to the Immediate Supervisor and the Personnel Officer. Within fifteen (15) calendar days thereafter, a meeting shall be scheduled with the employee by the Chief of Police, who shall attempt to resolve the matter. The Chief of Police shall give the employee a written reply within fifteen (15) calendar days after the meeting and file a copy with the Personnel Officer. If the employee is not satisfied with the response, he/she may proceed to Step 4.

Step 4. Final Level of Review.

If the POA is not satisfied with the Chief of Police's response, it may appeal the dispute to advisory arbitration in writing within fifteen (15) calendar days after the date of the Step 3 response. Within ten (10) calendar days of the appeal, the parties shall meet to select an arbitrator. If the parties are unable to reach mutual agreement on an arbitrator, the parties shall jointly request a list of seven (7) labor arbitrators from the California State Mediation Service and shall alternately strike names until only one name remains. If the City and the Association cannot agree within five (5) calendar days after receipt of such list on one of seven (7) persons to act as the arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the arbitrator. The party making the first strike shall be determined by a flip of a coin.

Costs for the arbitration (including the cost of the list, arbitrator fees, and any court reporter) shall be shared equally by the parties. The parties shall each pay for their own representative. The decision of the arbitrator shall be advisory to the City Manager. The City Manager or designee shall have ten (10) calendar days after the service of the decision to notify the Union of his decision either to adopt or revoke the decision of the arbitrator. If the City Manager or designee takes no action within the ten (10) calendar day period, the City Manager shall be deemed to have adopted the decision. A decision adopted by the City Manager or designee will be final and binding upon the parties. A decision revoked by the City Manager or designee shall be deemed to have no effect and the Step 3 reply shall be final and binding upon the parties.

ARTICLE 11: LEAVES

11.1 Sick Leave

11.1.1 Intent

Sick leave shall be allowed and used only in case of actual personal sickness or disability, medical or dental treatment, family illness and injury; and as an income supplement to Workers'

Compensation payments. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity as described herein. Employees shall not be entitled to sick leave for sickness or injury during leave of absence without pay. This section is intended to be interpreted in a manner consistent with the provisions of the Family Medical Leave Act and the California Family Rights Act.

11.1.2 Accrual

Full-time, regular and probationary employees shall accrue sick leave at the rate of three and seven-tenths (3.7) hours per bi-weekly pay period of actual service. Part-time, regular employees who customarily work at least twenty (20) hours per week shall receive a pro-rated sick leave accrual based on actual hours worked each bi-weekly pay period.

11.1.3 Employees may accumulate and carry over the full amount of unused accrued sick leave from calendar year to calendar year. There shall be no upper limit on the accumulation of sick leave.

11.1.4 Use of Sick Leave

- A. Off-duty employees who become sick or injured and unable to report to work must notify the Department no later than one (1) hour prior to their next scheduled shift.
- B. Employees shall report their sick leave status to their on-duty supervisor, or in his/her absence, to the Watch Commander. The Supervisor receiving the notification shall complete an "Absentee Report" form and insure that form is forwarded to the appropriate Commander or Supervisor.
- C. Employees who become sick while on duty, not related to their work, and are unable to continue working, shall notify their immediate supervisor prior to going home. The supervisor shall notify the Division Commander and complete an Absentee Report.
- D. When a supervisor has a reasonable suspicion of sick leave abuse or for employees who have been on sick leave for more than three (3) consecutive calendar days they are required to present written verification of inability to work signed by a treating physician or other health care provider to their immediate supervisor upon returning to work. The written verification must also include a release for the employee to return to work, together with any restrictions. That Supervisor shall attach the medical verification to the completed Absentee Report form and forward both to the Administrative Division. The City reserves the right to determine whether it can reasonably accommodate the employee's work restrictions.
- E. Employees may use sick leave for the illness or injury of a member of the employee's immediate household.

11.2 Bereavement Leave

11.2.1 Bereavement Leave

Employees shall be entitled up to three (3) calendar days of paid leave for an occurrence of death

or serious illness or accident determined to possibly lead to death in the immediate family; five (5) calendar days if out of state. Additional days may be approved by the City Manager and charged to the employee's available unused leave. This leave shall not be accumulated and is in addition to sick leave and vacation benefits except where additional time off is taken as provided above. Request for funeral/emergency leave must be in writing, state the relationship of the family member, and be approved in advance by the Chief of Police and City Manager. In special emergencies, an employee may request formal approval after the fact; if approved, leave records shall be adjusted accordingly. Death following a serious illness shall generally be regarded as one (1) occurrence; however, the Chief shall be responsible for recommending otherwise when, in his/her judgment, the nature or severity of the illness and/or lapse of time warrants.

11.2.2. Immediate Family

Immediate family shall mean the following: related by blood, marriage or adoption: spouse, child, parent, sister, brother, unole, aunt, nephew, niece, grandparent, grandchild, and cousin. Immediate Family shall also include registered domestic partners.

11.3 Disability Leave

11.3.1 Sworn Police Unit personnel who are unable to work due to an injury or illness arising out of and in the cause of his/her duties which is declared to be compensable under the State of California Workers' Compensation Law, shall be granted industrial disability leave and temporary disability benefits in accordance with Section 4850 of the California Labor Code.

11.3.2 Employees on an extended leave of absence for 4850 (medical), sick leave, FMLA, or Administrative Leave shall be assigned to the Professional Standards Unit (PSU) and be considered working a Day shift Monday through Friday administration schedule (either 80-hours or 84-hours consistent with their schedule prior to being placed on leave) after their first full pay period of absence.

Employees on an 80-hour workweek schedule will be scheduled as 8am-4pm, Monday through Friday.

Employees on an 84-hour workweek schedule will be scheduled as 8am-4pm on Monday, Thursday and Friday. On Tuesday and Wednesday, they will be scheduled as 8am-5pm to give them the 84 hours per pay period.

11.4 Military Leave

11.4.1 Military leave shall be granted by the City in accordance with the provisions of State and Federal Laws and there may be a deduction for any military compensation that the employee receives for service during the period that he is receiving full pay from the City, to the extent permitted by law. All employees taking military leave shall give the City an opportunity, within the limits of military regulations, to determine when such military leave shall be taken.

11.4.2 An employee returning from military leave may be required to pass a medical examination to be paid by the City, and shall be required to submit proof of actual service before returning to work.

11.4.3 This provision will sunset and be deleted from this MOU once the parties reach agreement on a City Policy covering this issue.

11.5 Leave of Absence

- 11.5.1 When determined to be in the best interests of the employee and the City, the City Manager may approve a leave of absence without pay for a regular or probationary employee for a period up to six (6) months. Such leave is a privilege, not a right, and must be requested in writing by the employee, stating the reason and requested dates, and must be recommended by the Chief of Police. The request shall include the address and the phone number where the employee may be contacted during the leave, if approved.
- 11.5.2 Leave for one (1) calendar week or less may be granted by the Chief of Police upon his/her determination that such leave is justified.
- 11.5.3 Employee benefits shall not be continued during leave in excess of one (1) calendar week unless any insurance contract provisions permit and the employee agrees in writing to pay the total monthly cost or a portion thereof, as appropriate, by a method satisfactory to the Finance Director. Benefits not paid as agreed shall terminate. Employees on leave of absence without pay in excess of one (1) calendar week shall not accrue leave nor service credit, but shall retain unused accruals as of the date leave began. Employees on leave in excess of thirty (30) calendar days shall return City property as set forth in Section 3.13.06 of the Personnel Policies and Procedures.
- 11.5.4 An employee returning to the same classification from which he/she took leave shall be paid at the current rate in the same step and range of the class in which employed.
- 11.5.5 An employee on leave shall confirm in advance of the leave expiration date his/her intention to return. An employee who fails to report promptly at the expiration of his/her leave without sufficient cause shall be subject to disciplinary action and possible termination of his/her right to continued employment. A leave of absence may be revoked by the City Manager upon a determination that the reason for leave was not stated and did not serve the City's best interests.
- 11.6 Effective the first full pay period following City Council adoption of the MOU, the City will grant each bargaining unit member with additional leave time. Members on an 84-hour biweekly schedule (2184 hours per year) will receive fifty-two point eight (52.8) hours; members on a forty-hour weekly schedule (2080 hours annual) will receive fifty point three (50.3) hours. This additional leave must be used by June 27, 2020. Any leave not used by June 27, 2020 at the employee's hourly rate. This provision will become ineffective July 1, 2020.

ARTICLE 12: VACATION

12.1 Vacation Accumulation

An employee with less than ten (10) years of consecutive City service shall not accumulate more than two-hundred and eighty-eight (288) hours of vacation. An employee with more than ten (10) years of consecutive City service shall not accumulate more than three-hundred and twenty (320) hours of vacation. Once the accrual cap is reached, an employee will not accrue any additional vacation until he or she reduces the accumulated hours below the accrual cap, either through usage or cash out. An employee shall receive reasonable notice of the amount of accumulated vacation leave in advance of each anniversary date.

The Chief of Police shall give employees reasonable advance notice if vacation leave will conflict with the department needs and shall advise the City Manager if vacation denial is the reason for employee's deferral request. Requests for deferring vacation use must be presented to the City Manager prior to the start of the vacation unless the vacation is cancelled by the Department, in which case the deferral request must be presented to the City Manager within thirty (30) calendar days after the vacation was originally scheduled to start. In granting deferred vacation, the City Manager may specify a time within which such excess vacation leave must

be used.

12.2 Crediting Vacation

Full-time employees, excluding seasonal and temporary, shall be credited with vacation as follows:

Minimum Continuous Service	Amount of Vacation Earned Annually
0-4.99 years:	80 hours (3.08 hrs bi-weekly)
5-9.99 years:	120 hours (4.62 hrs bi-weekly)
10-14.99 years:	160 hours (6.15 hrs bi-weekly)
15-plus years:	200 hours (7.69 hrs bi-weekly)

12.3 Use of Vacation

The time at which an employee may use vacation leave and the amount to be taken at any one time shall be determined by the Chief or designee with particular regard for the needs of the City and, insofar as possible, considering the wishes of the employee. Except in unusual circumstances, use of vacation leave shall be scheduled and approved in advance of the first day of absence. Approval of use of vacation leave shall be in a form and manner prescribed by the Personnel Officer. Said approval of vacation leave shall not be unreasonably withheld.

In addition, the Chief or designee may require any unit member to use up to two weeks of vacation for operational reasons, including the good of the Department. Unlike other paid leaves, mandatory vacation under this paragraph shall be deemed hours worked for overtime purposes.

12.4 Vacation Cash out

Members of the bargaining unit may make an irrevocable election to cash out vacation during the month of December each year. To qualify for vacation cash out, an employee must have more than eighty (80) hours of accrued vacation. Bargaining unit members may cash out up to a maximum of forty (40) hours of vacation, so long as the member maintains a balance of at least eighty (80) hours. Elections will be cashed out in December the following year.

12.5 Work During Vacation

Employees shall not work for the City or be called back during vacation leave except in an emergency as determined by the Chief of Police and approved by the City Manager. An employee required to work shall not be charged for leave and shall be compensated as if working on his/her regular schedule.

ARTICLE 13: HOLIDAYS

13.1 The City recognize the following thirteen (13) holidays (note: holidays are recognized on the identified dates, even if they fall on a weekend):

Holiday	Date Recognized
New Year's Day	January 1st
Martin Luther King Birthday	3rd Monday in January
Lincoln's Birthday	February 12th
Washington's Birthday	3rd Monday in February
Cesar Chavez Day	last Monday in March
Memorial Day	last Monday in May
Juneteenth	June 19

Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

13.2 Each bargaining unit employee in paid status the day before and the day after a recognized holiday will receive eight (8) hours of Holiday Leave for that holiday. Holiday Leave will be credited in the pay period in which the holiday falls.

Example: Christmas Day falls on a Saturday. For purposes of this MOU, the holiday is recognized on that day, even though City Hall may be closed on the preceding Friday. Each bargaining unit member will be credited eight (8) hours of Holiday Leave during the pay period in which Christmas Day falls.

13.3 Holiday Leave is paid time off and may be scheduled in the same manner as an employee schedules vacation. Any bargaining unit member who is not required to work on a designated holiday may use Holiday Leave, Vacation, CTO, or other discretionary leave to cover the holiday.

Example: An officer assigned to CID is not required to work on Thanksgiving Day. The Officer has a bank of twenty (20) hours of Holiday Leave. The Officer may use ten (10) hours of Holiday Leave or other discretionary leave to cover that absence.

13.4 Employees may make an irrevocable election to cash out up to forty-eight (48) hours of Holiday Leave in the first pay period of December each year.

13.5 Employees may accrue a maximum of ninety-six (96) hours of holiday leave. Once employees have reached the maximum, they will no longer accrue Holiday Leave.

13.6 Holiday leave will be cashed out (at the employee's salary rate before promotion) upon promotion.

13.7 Employees required to work on a holiday which is not their regularly scheduled workday will be paid overtime consistent with Section 15.2 of this MOU.

13.8 Employee may cash-out an additional twelve (12) hours of Holiday Leave per pay period; however, the employee is required to make the request two weeks prior to the pay period in which they desire to receive the cash-out. This is subject to written pre-approval by the Chief and or designee.

13.9 Detectives

Detectives are not regularly scheduled to work on designated holidays. However, individual detectives may request to work specific holidays. Except where exigent circumstances preclude it (e.g., the sudden availability of a witness), such request shall be made no more than two weeks prior to the date of the holiday. The Commander will determine whether to authorize work on the holiday. Work on a requested holiday shall be paid at straight time. Nothing in this section affects the Department's existing ability to reassign or callback employees on designated holidays.

ARTICLE 14: LEAVE DONATION

14.1 Employees shall be eligible to participate as donors and recipients in the leave donation program, which

provides a mechanism for assisting employees who have exhausted paid leave due to a catastrophic illness or injury. This program allows a regular City employee represented by the Association to donate, on an hour-for-hour basis, accrued vacation, or Compensatory Time Off hours to a specific, eligible employee who has exhausted his/her own available leave balances. Catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or similarly debilitating illness or injury of the employee's immediate family member who has a catastrophic illness or injury (as verified by a physician's statement).

14.2 To receive leave donations, an employee:

14.2.1 Must have been employed in a regular position for a minimum of one year; and

14.2.2 Must be absent from work due to his/her own catastrophic illness or injury for more than twenty (20) consecutive days (as verified by a physician's statement); or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and

14.2.3. Must have exhausted all earned leave balances (including sick leave (if related to the employee's own illness), vacation, overtime and CTO accruals. However, the Personnel Officer may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balance indicate the probable exhaustion of balances within two pay periods.

14.3 Donations:

1. Are voluntary;
2. Are made from accrued vacation and/or CTO balances;
3. May not be made through donation of sick leave;
4. Must be for a minimum of eight (8) hours, in whole hour increments;
5. Are irrevocable, and
6. Are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

14.4 Donations shall be processed in the order received. However, a donor's leave shall not be reduced until the recipient actually uses the leave. Unused donations shall remain with the donor.

14.5 An employee may not donate more than eighty (80) hours to any other individual employee.

14.6 The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the Personnel Officer.

14.7 Upon approval of a request for donations, the Personnel Officer (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice.

14.8 Nothing in this section shall be construed to modify the employment relationship between the City and the receiving employee, or to restrict the City's management rights. Neither shall this section modify existing City rules, policies or agreements regarding unpaid leave of absence or family leave.

14.9 This provision will sunset and be deleted from this MOU once the parties reach agreement on a City Policy covering this issue.

ARTICLE 15: OVERTIME

15.1 The City shall determine those classifications eligible for overtime compensation. Regular full-time employees in those classifications represented by the Association when properly authorized in advance by the Department Head or his/her designated representative shall receive overtime compensation in accordance with the following provisions.

Employees working in exempt positions (either as a regular assignment or when working out of class) shall not qualify for overtime.

15.2 Except as provided below, overtime for eligible employees shall be defined as follows:

15.2.1 For employees assigned to a 12/84 work schedule, work in excess of eighty-four (84) hours in a fourteen (14) day work period, exclusive of stand-by and call-back pay.

15.2.2. For all other employees represented by the Association, that time worked in excess of forty (40) hours in a seven day work period, exclusive of stand-by and call back pay, provided, however, such law enforcement personnel in attendance at the P.O.S.T or F.B.I academies shall accrue overtime for hours worked in excess of 240 hours in a 28-day cycle. Such cycle shall be established by the City. For the purpose of computing overtime, all regular, scheduled work hours including paid leave time shall be considered time worked.

15.2.3 For the purpose of computing overtime, all regularly scheduled work hours, including paid leave time, shall be considered time worked.

15.3 Overtime is compensable at the rate of time and one-half the regular hourly rate, computed in accordance with FLSA. Hours worked shall accrue in increments of one tenth (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).

15.4 Overtime shall be placed in a compensatory time off (CTO) account or paid in the pay period in which earned at the discretion of the Chief of Police or his/her designated representative. The maximum allowable balance in the CTO account shall be 120 hours. Employees will not be permitted to accrue additional CTO over the 120 hour cap. In the event that an employee accrues more than 120 hours, any hours in excess of 120 will be paid out no later than the next full pay period.

CTO will be cashed out (at the employee's salary rate before promotion) upon promotion.

15.5 When an employee wishes to take compensatory time off and requests time off at least ninety-six hours prior to the time such hours would be taken off, the Chief of Police will make every effort to comply with the employee's request. Approval of this request is subject to a determination by the Chief of Police of whether or not it would unduly disrupt the operations of the department. Compensatory time off shall be used before any leaves-of-absence-without pay and granted pursuant to the City Policies and Procedures.

15.6 All unused hours in the compensatory overtime account shall be cashed out in the last full pay period including December at the employee's regular rate of pay.

15.7 Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall be based only on regularly scheduled hours of work, and shall not include overtime hours worked.

15.8 When an employee is off duty, not on standby, and called back to work, said employee shall be given credit for at least four (4) hours of work time.

15.9 Court Standby

Sworn employees off-duty and under subpoena for a criminal case shall receive 2 hours of overtime standby pay at the rate of time and one-half of the employee's straight time rate of pay (including premiums expressed as a percentage of base pay) if they are off-duty during the entire time court is in session. For the purpose of this issue, court is deemed to be in session starting at 9 am and concluding at 5 pm. Members placed on standby status by the district attorney are required to have the subpoena renewed after five court days if they are still on stand-by status.

Members under subpoena in a civil matter must require the Attorney of record on the subpoena to deposit the required funds in the form of a cashier's check to the City of East Palo Alto to cover the five days in advance of the court date.

15.10 Court Callback

Sworn employees subpoenaed to court as an Officer of the City during off-duty hours shall be compensated for such court time at the rate of time and one-half (1-1/2) the employee's regular rate of pay. For said court time, employees shall be paid a minimum of four (4) hours at the premium rate specified above. Court time in excess of four (4) hours shall be compensated at the premium rate specified above on the basis of hours actually spent at the court and charged in thirty (30) minute increments. The employee must be off-duty to qualify for court time pay and shall submit an Overtime Request Form.

Employees receiving court callback pay do not qualify for court standby pay.

ARTICLE 16: VEHICLE DAMAGE REIMBURSEMENT

16.1 The City has provided a secured parking location for officers' privately owned vehicles.

16.2 In the event (a) the City ceases providing a secure parking area, or there are no available spaces in the secured parking area, and (b) an officer's privately owned vehicle is vandalized outside a secured parking area while the officer is on-duty, City agrees to pay a maximum of \$250 per incident, up to a maximum of \$1,000 per year per officer toward the cost of any deductible owed to the officer's insurance company. Said payment will be made to the officer upon submittal of proof of insurance and of deductible owed. An officer who discovers that his/her car has been vandalized shall report such damage within one (1) hour after discovery to their immediate supervisor. An Incident or Malicious Mischief Report shall be prepared, along with a picture of the damage, by a person other than the employee, within 24 hours after discovery and submitted along with the claim for reimbursement.

16.3 DMV PULL NOTICE PROGRAM

Employees whose positions require that they operate vehicles on city business, must possess and maintain a valid California driver's license appropriate for the job and vehicle(s) to be operated. The City will enroll all bargaining unit members in the City's department of motor vehicles employer pull-notice program.

ARTICLE 17: PROBATION

17.1 Probationary Period

Unit members covered by this agreement shall have an initial probationary period of eighteen (18) months of actual service for new officers. The probationary period for promotional positions within the Department and for lateral hires (i.e., employees who already possess a basic POST certificate at the time of hire) shall be twelve (12) months. Upon request of the Chief of Police, the Personnel Officer or designee may extend the probationary period of a unit member by a period not to exceed three (3) months. The Personnel Officer or

designees shall notify the Police Chief at least one-and-one-half (1-1/2) months prior to the completion of an employee's probationary period. The Police Chief shall submit to the Personnel Officer an Employee Performance Report (EPR) within thirty (30) calendar days prior to the due date, indicating any concern over the employee's performance which would support the extension of a probationary period.

17.2 Rejection of Probationary Employee

During the probationary period, an employee may be rejected at any time without the right of appeal or recourse to the grievance procedure under this MOU or Section 3.15 of the Personnel Rules. Notification of rejection from probation shall be in writing to the employee. Upon notification of rejection from probation, the employee may request a meeting with the Personnel Officer to review the reasons for rejection. An employee rejected during a promotional or transfer probationary period shall be reinstated to a vacant position, if available, in a class from which he/she was promoted or transferred, unless rejected on the basis of charges leading to discharge. If no vacancy exists, the employee may exercise displacement procedures set forth in Section 3.13 of the Personnel Rules.

ARTICLE 18: TUITION REIMBURSEMENT

18.1 The City shall establish a Tuition Reimbursement Program for Police Unit members.

18.2 Subject to the availability of funding, the City will reimburse expenses for tuition, books, and curriculum fees incurred by an employee within the representation unit, to a maximum of Four Hundred Dollars (\$400.00) per fiscal year, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job-related skill. The rate of reimbursement shall be one hundred percent (100%) for completion of job-related courses and fifty percent (50%) for the completion of courses leading to an academic degree. Programs must be approved in advance by the Chief of Police to qualify for reimbursement.

ARTICLE 19: SPECIAL ASSIGNMENTS

19.1 Special Assignments shall be at the discretion of the Chief and shall be for no more than four (4) years. In anticipation of the end of an assignment (either the initial four-year assignment, an assignment which has already been in effect for four or more years, or the end of an additional year as provided below), the Department will announce the assignment opportunity and conduct a test to identify a qualified candidate. If there are no qualified candidates, the Department will extend the incumbent member for one (1) additional year. This will be done annually for that position to ensure members have access to the position until it is filled by a new member.

The parties agree that elimination of or a change in assignments is a regular part of the assignment process and shall not be deemed disciplinary in nature.

19.2 Effective upon Adoption of the Agreement, an additional five percent (5%) pay allowance shall be awarded for all special assignments, including:

1. Motorcycles
2. Detective
3. School Resources Officer
4. Field Training Officer (normally four, but subject to change per the Chief)

19.3 The parties may establish additional special assignments by mutual agreement

19.4 Bargaining Unit members shall receive special assignment allowance pay for the entire period that they are in an assignment. However, when a Bargaining Unit member is assigned to a higher classification, and is not performing the duties of the special assignment, he/she will not receive special assignment allowance pay.

For example, if a Police Officer is assigned to the special assignment of Detective, and subsequently is assigned an acting assignment as the Patrol Sergeant, he/she stops working as a Detective. The officer no longer earns a Detective pay differential when serving in an acting capacity as a Sergeant. However, if that same officer is assigned to work as a Detective Sergeant, he or she will continue to earn the differential.

19.5 Canine Pay

19.5.1 Assignment of a canine shall be at the discretion of the Chief. Each employee who is assigned to the duty of feeding, caring for and supervising police dogs, which duty is performed by the employee at his/her home and during hours when he/she is otherwise not on duty with the Police Department, shall be credited with 3.5 hours of overtime per week.

19.5.2 Such additional compensation shall not be paid for any two (2) biweekly periods when such additional duty is not performed by the employee, whether for the reason that the dog assigned to such employee is boarded at a kennel at City expense or otherwise.

19.5.3 The additional compensation provided for in Section 19.5.1 is granted in recognition of the personal investment, duties and responsibilities of the K-9 assignment including the time spent by the unit employee while off duty in the care and maintenance of the assigned canine, which is estimated to be 4.6 hours per week. The additional compensation is based on the expected additional work required for the care of the dog, given the work historically required for such care. This extra compensation is not to be considered premium pay. The City shall pay costs associated with the "Initial Basic Training of Handler and K-9" when an officer is assigned to canine duty.

19.5.4 The City shall either supply or reimburse the officer for the cost of food and medical care (including prescription medication) for the canine.

19.6 Detective On-call Pay

Detectives assigned to be on-call shall be compensated eight (8) hours at the employee's straight time rate of pay (including premiums expressed as a percentage of base pay) for being on-call seven (7) continuous days. In order to be eligible for the on-call pay the detective shall be available to respond to call out requests five (5) of the seven (7) days the detective is on call.

ARTICLE 20: UNIFORM ALLOWANCE

20.1 Allowance

Employees of the Police Department in the classifications of Police Officer and Police Sergeant, who have been so employed for one (1) year or more with the City of East Palo Alto, and are required to wear a uniform, shall be provided an annual uniform allowance of one-thousand, two hundred dollars (\$1200.00). The uniform allowance will be paid monthly, on the last full pay period of each month.

For the first year of service, the Police Department shall issue purchase orders for the purchase of two pants, three shirts, one belt, one pair of shoes, one nameplate, and one set of raingear, consisting of a jacket and pants.

20.2 Safety Equipment

The City shall furnish, at its own expense, all safety equipment required by the City and State Law. Soft body armor, riot helmets and protective gas masks, shall be made available in the manner prescribed in the Department's Operations Manual. Such furnished safety equipment and any and all replacements furnished by the City at any time shall remain the property of and under the control of the City. City shall also furnish ammunition for weapons authorized to be carried on duty by the Chief of Police; supply includes ammunition needed for qualification and on duty use only.

20.3 Plain Clothes Officers

Employees in classifications of Police Officer and Police Sergeant who, in the course of their work, do not wear a uniform, shall be paid an annual clothes allowance of nine hundred dollars (\$900.00). The clothing allowance will be paid monthly, on the last full pay period of each month.

20.4 Safety Equipment Standards

City will work with the Association to develop a replacement schedule for safety equipment and vehicles.

ARTICLE 21: PREMIUM PAY

21.1 Premium Pay

City agrees to provide qualified employees the following premium payments:

21.1.1 Bi-lingual Pay: On recommendation of the Chief of Police and approval of the City Manager, payment of one hundred and twenty-five dollars (\$125.00) per month (\$57.70 bi-weekly) will be paid to eligible personnel who are required to use their bilingual skills in the performance of their duties with members of the public in a language other than English. Selection of the language shall be by the City, and all personnel receiving the differential must be certified as proficient by the City.

21.1.2 Intermediate/Advanced POST Certificates:

Police Unit members shall receive a salary adjustment equal to five percent (5%) of hourly base pay for possession of an Intermediate POST Certificate, and shall receive a salary adjustment equal to two and one-half percent (2.5%) of hourly base pay for possession of an Advanced POST Certificate. If a member holds both Intermediate and Advanced POST Certificates he/she will receive a salary adjustment equal to seven and one-half percent (7.5%) of hourly base pay.

It is the employee's responsibility to provide Police Command Staff and the Department of Finance (Support Services Manager) with evidence that they have submitted a complete application to POST. The salary adjustment for Intermediate or Advanced POST will be effective the first full pay period following provision of said evidence. In the event POST does not issue a certificate based on the application provided to Command Staff and the Support Services Manager, the salary adjustment will be null and void and any payments to the employee under this section will be reimbursed through payroll deduction over the same time period as the overpayment.

21.1.3 Longevity Pay:

Police unit members with ten (10) years continuous service with City shall receive a 2.5% increase in compensation. Unit Members will receive these increases in the pay period following the anniversary date of ten (10) years continuous service with the City. The maximum longevity pay any member can receive shall not exceed two point five percent (2.5%).

ARTICLE 22: OUTSIDE EMPLOYMENT

Employees may engage in other employment or enterprise provided:

1. Such employment does not interfere with required duties or conflict with the City interests; and
2. Such employment is approved in advance in writing by the Chief of Police, reviewed by the City Manager, and a copy filed with the Human Resources Department.

Approval may be denied or revoked for non-compliance with the above provisions.

ARTICLE 23: AUTOMATIC PAYROLL DEPOSIT

23.1 All employees covered by this Agreement shall participate in the City's automatic payroll deposit program by completing a payroll authorization form and submitting the form, along with a voided check or savings de Department. It shall be the employee's choice as to which bank he/she designates as the institution receiving the payroll funds.

23.2 When the authorization form is properly executed and filed with the Finance Department, the City shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

ARTICLE 24: HOURS OF WORK

24.1 Work Schedules

Employees may be assigned to a 5-8 work schedule (five eight-hour days followed by two scheduled days off), a 4-10 work schedule (four ten-hour days followed by three scheduled days off), or a 12-hour work schedule (two tours, one week consisting of three (3) twelve-hour days followed by four (4) regularly scheduled days off, second week consisting of four (4) twelve-hour days followed by three (3) regularly scheduled days off). The City will provide POA with notice and an opportunity to meet and confer prior to implementing and new unit schedules (e.g., converting the patrol schedule from 12's to 4-10).

The normal workday shall include on-duty time for a meal break. Missed meal breaks do not result in an overtime entitlement for employees.

24.2 Training

1. Employees assigned to training may have their schedule modified to accommodate the training schedule (e.g., an employee may be shifted to a 4-10 or 5-8 work schedule) but will continue to be entitled to on-duty time for a meal break of up to 1-hour, so long as the on-duty meal break does not result in overtime for the employee. Employees will not be required to use leave time to "make up" for lost hours due to a work schedule modified to accommodate training (e.g., an employee who normal schedule for a week would be 48 hours who is reassigned to a 5-8 schedule for a training week will not be required to use leave time to make up the extra hours).
2. Where an employee's schedule is not changed (e.g., single day or partial week trainings), the employee will be compensated in the following manner: (a) training that falls on a regularly-scheduled workday

will be compensated based on the employee's full shift (including an on-duty meal break of up to one hour which does not result in overtime); (b) training that falls on a regular day off will be compensated on an hour-for-hour basis (with no on duty meal break).

ARTICLE 25: LAYOFF AND REEMPLOYMENT

25.1 Definition of Layoff

Layoff is defined as the separation of employees from the active work force due to lack of work or funds, organizational or duty changes, or the abolition of positions by the Council. The City Manager shall designate the number and dispositions for layoff as approved by the Council. The decision to layoff shall not be subject to the grievance procedure contained in this Agreement.

25.2 Order of Layoff

Layoff shall be based on seniority in class, which shall be defined as the employee's total continuous time of permanent and probationary employment in the class in which employed. Total continuous time shall include military leave in accordance with State Law. In the event two (2) employees have identical seniority, the employee who had the highest ranking on the employment list for the position currently held shall have precedence. In the absence of a list, the drawing of lots shall decide which employee is senior. No probationary or permanent employee shall be laid off while any temporary employee occupies a position in the same class. The Human Resources Department shall provide seniority lists before layoff notices are prepared.

25.3 Notice to Employees

Permanent and probationary employees shall receive written notice (to be hand-delivered by the department management whenever possible) stating the reason for layoff a minimum of thirty (30) calendar days prior to the date of expected layoff. Similar notice shall be provided to the affected recognized employee organization representing the classes. With such notice, the employee shall be informed of the procedure to be followed and the rights to which he/she is entitled. The Department shall make every effort to allow employees who are to be laid off reasonable time to seek other employment. Pay for such time off shall be provided to full-time permanent and probationary employees only.

25.4 Displacement Rights

A full-time permanent or probationary employee who is laid off from his/her classification shall be entitled to displace another employee with less seniority in an equal or lower paying classification within the representation unit for which he/she meets the minimum qualifications and in which he/she has held prior permanent status. To successfully displace another employee, an employee must be fully qualified, trained, and capable of performing all work in the new classification. Permanent part-time employees may displace only other permanent part-time employees. When minimum qualifications have increased, the Personnel Officer may temporarily waive the increased requirements if previous successful performance is documented, and provided the requirements are met within a reasonable time.

25.5 Reemployment

Permanent and probationary employees who are laid off, demoted, or who have exercised employment rights set forth in this Rule in lieu of layoff shall have their names placed on reemployment lists for the classification from which laid off and any classifications previously held in order of total continuous time served in probationary and permanent status in the City Service.

ARTICLE 26: NO STRIKE

The Union agrees that during the term of this Memorandum of Understanding, neither it nor the employees it represents will engage in, encourage, sanction, and/or support, any: (1) strikes; (2) slowdowns; (3) mass resignations; (4) mass absenteeism; and/or (5) picketing, which would involve the suspension of, or interference with, normal work of the Department or other City departments.

ARTICLE 27: SHIFT & VACATION DRAWS AND SPECIAL ASSIGNMENTS

Seniority by classification will govern the selection of vacation days and shift selection.

27.1 Shift Bid

Bi-Annual shift bid shall occur in the months of May and November. The May bid will establish shifts for the period from July through December and the November bid will establish shifts for the period from January through June.

27.2 Vacation Bid

One person per side of the week is allowed for the first half of the year.

Officers and sergeants shall be allowed to sign for two contiguous weeks during the first bid.

One officer per all of patrol shall be allowed for the second half of the year.

Officers can select from any available slot for the entire year during vacation bid.

Officers can select additional vacation time after the mid-year (July) shift change.

Sergeants may, with the approval of the Division Commander, allow a team member to take additional vacation time, as long as it is projected that the team will be at or above minimum staffing levels at the time the vacation is approved.

ARTICLE 28: SUPERSEDEANCE

The inclusions of language in this Memorandum of Understanding concerning matters formerly governed by City Rules, Regulations, Resolutions and Ordinances shall not be deemed to be a preemption of the entire subject matter. Accordingly, City Rules, Regulations, Resolutions and Ordinances not in conflict with specific provisions of this Agreement shall not be construed to be superseded by this Agreement and shall continue in full force and effect.

ARTICLE 29: SEPARABILITY

Notwithstanding any other provisions of this Agreement to the contrary, in the event that any article, or subsections thereof of this Agreement shall be disclosed invalid by any court of competent jurisdictions, or by an applicable State or Federal Law or regulation, or shall a decision by any court of competent jurisdiction or any applicable State or Federal Law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Article or Subsections thereof affected. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 30: FULL UNDERSTANDING MODIFICATION AND WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein during the term of this Agreement. Nothing herein shall be viewed as restricting or otherwise limiting the employee's rights under the Meyers-Milius-Brown Act (Government Code Section 3500 et seq.).





Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

ARTICLE 31: TERM

July 1, 2021 to June 30, 2022.

POA Representative(s) and the Chief of Police shall continue to work together to reduce overtime and other costs during the term of this agreement.

For the Union:	For the City:
<p style="text-align: center;"> Mark O'Connell</p> <hr/> <p>Mark O'Connell, Labor Relations Representative Berry Wilkinson Law Group Chief Negotiator</p>	 <hr/> <p>Jaime M. Fontes, City Manager City of East Palo Alto</p>
<p style="text-align: center;"><i>S. LAWRENCE #2246</i></p> <hr/> <p>Spencer Lawrence</p>	 <hr/> <p>Charles Sakai, Partner City Chief Negotiator Sloan Sakai Yeung & Wong, LLP</p>
 <hr/> <p>Andrea Dion</p>	<hr/>
<hr/> <p>Aleyda Romero</p>	
 <hr/> <p>Rock Stillwell 2151</p>	