

MEMORANDUM OF UNDERSTANDING

**MOUNTAIN VIEW POLICE OFFICERS ASSOCIATION
(SWORN AND NONSWORN UNITS)**

**AND
THE CITY OF MOUNTAIN VIEW**

JULY 1, 2020 to JUNE 30, 2021

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MEMORANDUM OF UNDERSTANDING

MOUNTAIN VIEW POLICE OFFICERS ASSOCIATION
(SWORN AND NONSWORN UNITS)
AND
THE CITY OF MOUNTAIN VIEW

On the date hereinafter subscribed, authorized representatives of the CITY OF MOUNTAIN VIEW (herein referred to as "City") and authorized representatives of the MOUNTAIN VIEW POLICE OFFICERS ASSOCIATION (POA) made and entered into this Memorandum of Understanding. This Agreement supersedes all prior agreements and understandings between the City and authorized representatives of the POA. This Memorandum of Understanding is subject to all existing State laws and the Charter, ordinances, resolutions, Administrative Rules, and Personnel Rules of the City except as expressly provided to the contrary by this Memorandum of Understanding.

The POA and City agree that all meet-and-confer requirements under the Meyers-Milias-Brown Act, Government Code Section 3500, *et seq.*, except as they might have been specifically exempted in this Agreement, have been met for the period of July 1, 2017 and will terminate at 12:01 a.m. on June 30, 2020. During the term of this Agreement, no benefits or practices expressly covered by this Agreement may be changed without the mutual agreement of both parties. If the City desires to change any matter not expressly covered by this Agreement which is subject to the meet-and-confer process, the City will meet and confer with the POA in an effort to reach mutual agreement. The City recognizes the POA (Sworn Unit and Nonsworn Unit) as the representative for personnel and applies this Memorandum of Understanding equally to all members, unless otherwise noted, within the following classifications: Police Officer, Police Sergeant, Community Services Officer, Lead Police Records Specialist, Police Records Specialist, Property and Evidence Specialist, Police Assistant, Police Records Supervisor, and Communications Operations Supervisor, hereinafter referred to as "employees," "regular employees," "bargaining unit," "represented members," or "members," and this Agreement governs wages, hours, and working conditions within the scope of representation. The term "regular employee" will refer to employees who receive full benefits and are not temporary or hourly employees.

1.00 Salary

All increases shall be computed to the nearest one-tenth of one percent (0.1%) and rounded to the nearest penny in accordance with the procedures established by the Assistant City Manager and the Finance and Administrative Services Director or their designees.

Sworn

Effective June 28, 2020, the City shall amend the salary plan to increase the salary ranges for all POA sworn classifications in the bargaining unit by a four percent (4.0%) cost-of-living adjustment (COLA).

Nonsworn

Effective June 28, 2020, the City shall amend the salary plan to increase the salary ranges for all POA nonsworn classifications in the bargaining unit by a three percent (3.0%) COLA.

2.00 Specialty Pay/Assignments

Represented members assigned to the following specialty assignments will receive the following percentages of additional compensation, calculated according to their base salary standing:

Canine Officer (Police Officer) assigned to Field Operations.	5.0%
Motorcycle Officer (Sworn) assigned full time to Traffic Unit (including Traffic Sergeant when riding motorcycle)	5.0%
Field Training Officer (Police Officer)	7.5%
Field Training Coordinator (Sworn)	7.5%

Special investigative units within the Police Department as determined by the Police Chief. As of July 2017 these include: 5.0%

- Crimes Against Persons Unit (CAP)
- Crime Suppression Unit (CSU)
- Cyber and Financial Crimes Unit (CFCU)
- Rapid Enforcement Allied Computer Team (REACT)
- Regional Auto Theft Task Force (RATTF)
- Santa Clara County Specialized Enforcement Team (SCCSET)
- FBI – Violent Gang Safe Streets Task Force (VGSSTF)
- Youth Services Unit (YSU)

Field Training Officer (Nonsworn) 7.5%
 Community Services Officer, Police Records Specialist

Nonsworn Members: Records: Warrants Officer; Court Officer \$400 per month (\$184.62 per pay period)

CSO assigned to Investigations \$400 per month (\$184.62 per pay period)

Administration: Community Action and Information (CSO) \$400 per month (\$184.62 per pay period)

Field Operations: Abandoned Vehicle Abatement Service Officer (CSO) \$400 per month (\$184.62 per pay period)

Administrative Units (Represented Sworn Members) assigned to Personnel Services, Professional Standards Unit (PSU), and Neighborhood and Event Services (NES). \$400 per month (\$184.62 per pay period)

Bilingual (Sworn and Nonsworn) \$200 per month (\$92.31 per pay period)

Definitions:

Field Training Officers: Officers designated by the Police Chief as members of the Field Training program as Training Officers and who are assigned to training duty with a recruit Officer (regular or reserve). Sergeants are excluded from receiving this specialty pay. Specialty pay will only be applied for shifts when an Officer is assigned a trainee, and will receive FTO pay in full-shift increments.

Field Training Coordinator: One employee will be designated by the Police Chief as the coordinator assigned to oversee the Field Training program while Police Officer recruits (not reserves) are in training. Specialty pay will be paid for any month or partial month while there are Officers in the field training program.

Field Training Community Services Officer (CSO) and Police Records Specialist: Employees will be designated by the Police Chief as the Field Training Officer assigned to training duty with newly hired Community Services Officers and Police Records Specialists. When a CSO or Police Records Specialist designated as FTO is assigned a CSO or Police Records Specialist trainee, he or she will receive FTO pay in full-shift increments. When a CSO or Police Records Specialist designated as FTO is assigned a Police Assistant trainee, he or she will receive FTO pay on an hour-for-hour basis.

Bilingual:

For Sworn and Nonsworn Members: One Hundred Dollars (\$100) per month (to be paid biweekly at \$46.00 per pay period). Effective the first pay period ending July 2007, the amount will be increased to Two Hundred Dollars (\$200) per month (to be paid biweekly at \$92.31 per pay period).

To be qualified to receive bilingual pay, an employee must be assigned by the Police Chief to speak or translate a language in addition to English. This may include such specialized communication skills as sign language. Employees must regularly and frequently speak and/or translate a second language. To become qualified, employees must be tested for fluency as prescribed by and certified by the Assistant City Manager or her/his designee.

2.01 Holiday In-Lieu Pay – Sworn Members

Represented sworn members will receive five and one-half percent (5.5%) additional compensation, calculated according to their base salary, in lieu of being allowed to take “Holiday Leave” on City holidays, and in lieu of being able to accrue compensatory time for holidays worked.

2.02 Holiday Work Schedule – Nonsworn Members

Represented nonsworn members, normally scheduled to work, will receive an additional eight (8) hours pay (or compensatory time) for holidays worked. For eleven (11) holidays observed by the City on their scheduled day off, the employee shall receive eight (8) hours straight time pay (or compensatory time). Employees who are on a 10-hour work schedule who are afforded the time off for the holiday during their normal work schedule will be paid for the first eight (8) hours of their workday, with the employee's option of utilizing either accrued compensatory time or accrued vacation time for the remaining two (2) hours of the normal work shift. Regular part-time employees shall receive the additional holiday pay on a prorated basis.

2.03 POST and Educational Incentives (Sworn Members)

Represented members shall receive the following POST and educational incentives:

Effective the first pay period ending July 2007, members possessing an Intermediate Certificate from the Commission for Peace Officers Standards and Training (POST) shall receive a stipend of \$325.00 per month (\$150.00 per pay period). Those members with a POST Intermediate Certificate plus an A.A./A.S. degree will receive five percent (5.0%) additional compensation, calculated on their base pay.

Effective the first pay period ending in July 2017, members possessing an Advanced Certificate from the Commission for POST will receive six percent (6.0%) additional compensation, calculated on their base pay. Those members with a POST Advanced Certificate plus a B.A./B.S. degree shall receive seven and one-half percent (7.5%) additional compensation, calculated on their base pay.

Payment incentives will be made retroactive to the full pay period after the date of application with the Police Department.

2.04 Out-of-Class Compensation (Sworn and Nonsworn Members)

Definition—Out-of-class compensation will be paid to regular members who have been assigned by their supervisor to perform, on a temporary basis, the duties at a higher classification than their regularly assigned and budgeted position in accordance with established procedures in the Administrative Policies. Out-of-class compensation will be five percent

(5.0%) above the employee's current salary or the first step of the higher classification, whichever is greater.

The term "working out of class" is defined as a management-authorized assignment to perform work on a temporary basis wherein significant duties are performed by a member holding a classification within a lower compensation range. The employer shall notify workers in advance of making such assignments.

Qualifying—To qualify for out-of-class pay, a member must meet the minimum qualifications for the higher classification and must work forty (40) hours in the higher classification (once per worker per classification) performing a significant range of duties. Having met the qualifying requirements, a member shall receive the higher compensation when assigned work in the higher classification except that out-of-class compensation will only be paid on an hour-per-hour basis subject to working a minimum of five (5) consecutive hour increments in the out-of-class assignment.

Exclusions—Out-of-class compensation will not be paid for vacation, sick leave, or personal leave hours. If an official City holiday occurs during an out-of-class assignment, the member will continue to receive the higher compensation.

Records Personnel—Represented personnel assigned to the Records function to work independently between the hours of 12:00 midnight and 5:00 a.m. will qualify for out-of-class compensation at a rate of five percent (5.0%) above the employee's current salary. This out-of-class compensation will only be paid on an hour-per-hour basis during the five (5) hour period.

The following restrictions and exclusions apply to this five (5) hour out-of-class compensation:

- Lead Records Specialists are not entitled to this compensation.
- Represented members already receiving FTO pay are not entitled to this compensation.

2.05 Specialty Assignments (Records Division/Nonsworn Members)

Management will have the authority to eliminate specialty assignments in the Records Division.

2.06 Professional Development Funds (Nonsworn Members)

Professional development funds are reimbursed up to Eight Hundred Dollars (\$800) annually for employees in eligible classifications, including: Property and Evidence Specialist, Police Records Supervisor, and Communications Operations Supervisor.

3.00 Tuition Reimbursement

Effective July 1, 2007, tuition reimbursement is increased from \$1,500 to \$2,000 per fiscal year.

In addition to the annual \$2,000 benefit, with no lifetime maximum, for completion of individual college courses or training courses which an employee may take without pursuing a college degree, effective June 21, 2015, employees are eligible to receive up to \$10,000 per fiscal year with a \$20,000 lifetime maximum if they enroll in and complete accredited college coursework required to obtain a job-related bachelor's or master's degree or approved leadership program. Completion of the degree or leadership program is required to obtain the full \$20,000 benefit.

This reimbursement program shall be administered by the Human Resources Division, in accordance with Administrative Instruction 3-06.

4.00 Uniform/Safety Equipment/Specialty Equipment

The City shall provide represented members with all mandated uniform, safety, and specialty equipment, as follows:

Sworn Members:

Uniform/Safety Equipment: The City shall provide all uniform shirts, safety, and specialty equipment, as follows: trousers, duty belts, flashlights, side arms, handcuffs, shoulder patches, handcuff holders, hats, field jackets, dress jackets, duty belt holder, protective body armor, external vest carriers, foul weather gear, and shoes.

Specialty Equipment: The City shall provide specialty equipment, including plainclothes holsters; side arms; clothing specific to motorcycle duty, including helmets, boots, leather jackets, glasses (including prescription glasses), gloves, and special trousers; and paraphernalia specific to canine handling.

For classic CalPERS members, the monetary value of reportable provided uniforms is calculated by the City and reported to CalPERS. As of July 1, 2017, the monetary value of reportable provided uniforms is \$17.00 per month or \$7.85 per pay period.

For Nonsworn Members:

Uniform/Safety Equipment: The City shall provide all uniforms as specified in the Department Uniform Policy and specialty equipment as required for assignments.

For classic CalPERS members, the monetary value of reportable provided uniforms is calculated by the City and reported to CalPERS. As of July 1, 2017, the monetary value of reportable provided uniforms is \$10.00 per month or \$4.62 per pay period.

4.01 Uniform Cleaning Allowance

Sworn Members:

Effective the first pay period ending in April 2000, represented sworn members shall have their uniform cleaning allowance of \$450 annually, paid biweekly at \$17.25 per pay period, shifted into salary.

Nonsworn Members:

Effective the first pay period ending in April 2000, represented nonsworn members shall have their uniform cleaning allowance in the amount of \$390 annually for Police Records Specialist (\$14.95 paid biweekly) and \$450 for Community Services Officer (\$17.25 paid biweekly) shifted into salary.

Effective the first pay period ending in July 2007, if a represented nonsworn (Police Assistants and Police Records Supervisor) member is required to wear a uniform, the member will be compensated as follows:

Part-Time Members, \$240 annually (\$9.23 paid biweekly)

Full-Time Members, \$480 annually (\$18.46 paid biweekly)

Represented nonsworn members shall have their uniform cleaning allowance shifted into salary.

4.02 Personal Equipment

For sworn personnel and Community Service Officers, the City will pay for the repair or replacement of personal items damaged beyond normal wear and tear in the performance of duties under emergency circumstances without any negligence by the member, as determined by the Chief.

The maximum reimbursement per incident under this provision shall be \$200. This provision shall not apply to personal jewelry, wallets, or other personal electronic devices (cell phones are covered).

5.00 Overtime

Overtime is paid in 15-minute increments, with a 7-minute minimum (i.e., if the overtime extends 0 to 7 minutes, the member receives no compensation, 8 to 15 minutes would reflect 15 minutes compensation).

The City shall have the authority to order employees to work overtime assignments if, after a reasonable City effort, there are not enough volunteers to work such overtime assignments.

The City shall have the authority to assign reserves and Community Services Officers to work overtime; provided, however, there is no intent to replace a sworn Officer with a reserve or Community Services Officer on overtime assignment (except in the case of emergency).

5.01 Call-Back Overtime

Represented members shall be compensated in the following manner:

Scheduled Call-Backs will refer to those occasions where a member is called back to work during off-duty hours, or whose attendance is mandated by a supervisory or higher-ranking Officer during normally scheduled off-duty hours and the member is given more than 72 hours advance notice of the need to appear. Scheduled call-backs shall be compensated with a two-hour minimum, at a time and one-half rate.

Unscheduled Call-Backs will refer to those occasions where a member is called back to work during off-duty hours, or whose attendance is mandated by a supervisory or higher-ranking Officer during normally scheduled off-duty hours and the member is given less than 72 hours advance notice of the need to appear. Unscheduled call-backs shall be compensated with a three-hour minimum, at a time-and-one-half rate.

The call-back provisions of this section pertain to overtime compensation to which the employee is entitled in addition to their normal work shift. The schedule change provisions of the MOU in Section 12.00 apply when an employee's normal work schedule is altered to meet community or department needs. A schedule change does not necessarily result in overtime, but could, if hours in addition to the normal workday or workweek are exceeded. Management will continue to attempt to provide a minimum of seven (7) calendar days advance notice to employees subject to a schedule change, except in the case of emergency or extraordinary conditions, but the fact that such notice was not possible does not trigger the call-back provisions. Other exceptions contained in the MOU continue to apply.

Examples:

An Officer is called in 3 hours earlier than his/her normal shift time to help manage a demonstration at an abortion clinic and released 3 hours earlier than their normal end-of-shift time. This is a schedule change with 10 hours worked – no overtime.

Same scenario, but due to call load, the Officer is released 1 hour earlier than normal end-of-shift time. This is a schedule change with 12 hours worked, and the Officer is entitled to 2 hours end-of-shift overtime compensation at time-and-one-half.

Due to civil unrest in the City, an Officer is placed on a 12-on, 12-off schedule for a period of 6 days during the workweek. This is a schedule change. During the first 4 days of the change, the Officer is entitled to 2 hours of overtime compensation at time-and-one-half. Since those 4 days would have ended the 40-hour workweek, the Officer is entitled to 12 hours of overtime compensation at time-and-one-half for the remaining 2 days. It is the 10-hour day and the 40-hour workweek which trigger the overtime provisions.

An Officer is called to a scheduled department committee meeting at 1:00 p.m. which lasts for 1 hour. The Officer's shift starts at 4:00 p.m. and the Officer works a full shift. This is a scheduled call-back, and the Officer is entitled to the 2-hour minimum of overtime compensation at time-and-one-half.

Same scenario, but the meeting was unscheduled (that is, with less than 72 hours of notice). The Officer is entitled to the 3-hour minimum of overtime compensation at time-and-one-half.

Same scenario, but the meeting is either scheduled or unscheduled and starts at 3:00 p.m. and lasts for 30 minutes, and then the Officer's shift begins at 4:00 p.m. The Officer is entitled to 1 hour of overtime at time-and-one-half. This is an exception to the minimum call-back rule, "When the overtime minimum will extend into normally scheduled duty hours, the overtime shall end at the time normal duty hours commence."

Exceptions to Hour Minimum:

1. When a represented member is called back due to the member's own error or due to the member's failure to complete assigned duties properly during the last duty tour, the member shall be compensated only for the time actually worked and shall not receive the minimum hours compensation as related above.

Off-duty telephone calls of an official nature will be compensated based on the description in Section 5.00.

2. When the overtime minimum will extend into normally scheduled duty hours, the overtime shall end at the time the normal duty hours commence. Example: If a member is told to come in for training as a scheduled call-back at 1400 hours and the normal duty hours commence at 1500 hours, the overtime allowed will not be the minimum hours listed above but shall be for one hour (from 1400 hours to 1500 hours).

Vacation Call-Backs will refer to those occasions where a member is required to return to work during an authorized vacation, he/she shall be recredited for the vacation hours not used, and shall receive time-and-one-half pay for the time actually worked on the day he/she was recalled.

5.02 Travel Overtime

Represented members shall be entitled to travel overtime when needed to make court appearances or for unscheduled call-backs. Scheduled call-backs shall not be eligible for travel overtime. Other City business travel overtime (such as travel for training) is also subject to the allowance contingent upon advance supervisory approval.

5.02.1 Travel Overtime for Court and Unscheduled Call-Backs— Common Destination Allowance

Travel overtime for court and unscheduled call-back appearances is allowed and will be in addition to other applicable minimum overtime payment. The following will be the allowances for travel overtime to and from common destinations:

North County Jail/Court	15 minutes (each way)
Santa Clara Range	15 minutes (each way)
Santa Clara (Superior Court)	30 minutes (each way)
San Jose: (PD/JPD/Superior Court/Juvenile Court)	45 minutes (each way)
Evergreen Academy	45 minutes (each way)
Mountain View Police Department	30 minutes (each way)

For other destinations, the travel time allowed shall be approximated using the Police Department as the starting point.

5.02.2 Travel Overtime for Training

Overtime for travel to and from an authorized school or training class is compensable, but only if the time necessary for travel exceeds the normal workday hours, or cumulative 40 hours per week.

Examples:

1. A member is excused from a 10-hour workday to attend a training class that is 9 hours in duration. The travel time to and from the training is 1 hour and 30 minutes. The travel overtime the member is eligible to receive is, therefore, 30 minutes.
2. A member is excused from a 40-hour workweek to attend a seminar. The seminar consists of a 5-day, 7-hour day schedule, for a total of 35 hours. The member has flight/travel time and car rental/travel time of a total of 5 hours. The member is not eligible for any travel overtime.

5.03 Court Overtime

Represented members shall be entitled to be paid compensatory overtime for duty-related court cases. The following provisions will apply:

5.03.1 Court Overtime Compensation Rates

All allowable court appearances and standby shall be compensated at a time-and-one-half rate.

Court appearances shall be compensated to the nearest 15-minute increment (i.e., if the overtime extends 0 to 7 minutes, the member receives no compensation; 8 to 15 minutes would reflect 15 minutes compensation).

5.04 Court Standby

Court standby shall be compensated with a minimum/maximum of two hours at the overtime rate. If the member is canceled at any time after the commencement of standby, he/she shall receive the two-hour allowance, but not greater.

Members who are subpoenaed or otherwise instructed by legitimate authority (including, but not limited to: Deputy District Attorneys, Judges, Commissioners, Superior Officers) to appear may be eligible for standby compensation without actually appearing as instructed.

If a subpoena (or verbal instruction) specifies that standby is permitted, the Officer must contact the legitimate authority on the date of the scheduled appearance, at the scheduled time, and provide the authority with the location where the member can be reached. The member must advise the authority that the standby directive will expire after two hours, and thereafter, without contrary instruction from the authority, the Officer will be released from recall. If the authority requests further standby time, the member shall advise the authority that such time will not be compensated, and the member will be released if not specifically directed to appear.

5.05 Court Appearances

Court appearances shall be compensated with a minimum of three hours at the overtime rate. If the member is canceled any time after his/her appearance (up to three hours), the member shall receive the three-hour minimum. If the appearance extends beyond three hours (including

through a lunch period), the member shall be compensated on an hour-for-hour basis (to the nearest 15-minute increment).

Court appearance time begins at the time the member arrives at court and terminates at the time dismissed.

Members shall not schedule vacation time off that conflicts with prescheduled court appearances.

5.05.1 Consecutive/Nonconsecutive Appearances – Multiple Subpoenas

Standby and appearance on same date, same case, consecutive.

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

Example:

Standby is authorized and starts at 0830 hours. At 0930 hours, the District Attorney calls and orders the member to court. The member testifies and is dismissed at noon. The overtime time will start at 0830 hours, terminate at noon, and the member receives 3.5 hours of compensation at the overtime rate (plus travel time). If the standby and appearance total less than 3 hours, the member shall receive a minimum of 3 hours overtime as appearance. A short explanation should be given on the overtime time form.

Standby and appearance on same date, same case, nonconsecutive.

If a member is allowed telephone standby and then instructed to appear, and the appearance is nonconsecutive, the member shall be eligible for both standby and appearance overtime.

Example:

Standby is authorized and starts at 0830 hours. At 1030 hours, the District Attorney calls and says the member will be needed in the afternoon session commencing at 1330 hours. The member appears and is dismissed. The member is eligible for 2 hours standby from 0830 hours/1030 hours, as well as 3 hours appearance minimum, commencing at 1330 hours. A short explanation should be given on the overtime time form.

Multiple Subpoenas – Same Date

If a member receives conflicting subpoenas, it shall be the member's responsibility to advise the legitimate authorities who have issued the subpoenas and attempt resolution.

Members shall be compensated for multiple subpoenas according to the provisions noted below:

Overtime overlap and overtime consecutive to normal work periods.

Overlap

Members cannot receive overlap court overtime and will only be eligible for the time actually worked or the 3-hour appearance minimum, whichever is greater.

Example:

The member appears on multiple subpoenas, the first commencing at 0900 hours. The member is dismissed at 1030 hours and is, therefore, eligible for a 3-hour appearance minimum. At 1130 hours, the member appears on a second subpoena, testifies, and is dismissed at 1400 hours. The member cannot apply for two 3-hour appearance minimums but will be compensated on an hour-for-hour basis from 0900 hours and terminating at 1400 hours (5 hours total).

Consecutive Work Periods

Court overtime will terminate when normally scheduled work periods begin.

Example:

Member appears in court at 0830 hours, testifies, then departs at 1130 hours. The member's shift is from 1000 hours to 2000 hours, hence the member commenced the normal work period at 1000 hours. The member shall not receive a 3-hour appearance minimum but shall receive hour-for-hour overtime beginning at 0830 hours and ending at 1000 hours (1.5 hours of overtime).

6.00 Private Vehicle Mileage Allowance

Represented members shall be entitled to a mileage allowance for use of their personal vehicles when needed to make court appearances. Other City business use is also subject to the allowance; however, it will be contingent upon advance supervisory approval for the use. The following conditions/procedures will apply:

- The Monthly Mileage Report (GO-8) must be submitted upon the conclusion of each month to the Police Department Executive Assistant. Reimbursement will be arranged by the Finance and Administrative Services Department (which also establishes the per-mile allowance).
- Actual beginning and ending mileage must be noted.
- The mileage allowance will be based on the shortest route of travel. The beginning point will be the Mountain View Police Department, unless the distance to be traveled is shorter from the actual starting point (i.e., if the distance from a member's home to the destination is 5 miles, and the distance from the Police Department to the destination is 15 miles, the shorter distance shall be applied).
- Round-trip allowances are acceptable.

7.00 Leave

7.01 Vacation Accrual

Represented members shall accrue vacation based upon the following years-of-service formula. For clarification purposes, the term "days" used in this chapter refers to eight-hour workdays. Years of service will be measured by the number of full years of service attained on the anniversary of the employee's commencement of regular full-time employment with the City.

Beginning of 1st year through 5th year: 12 days annually.

Beginning of 6th year through 9th year: 17 days annually.

Beginning of 10th year through the 15th year: 22 days annually.

Beginning of the 16th year: one additional day per year to a maximum of 24 days annually.

*Employees who have 16+ years of service as of June 23, 2012, will be grandfathered and will continue to accrue vacation at twenty-five (25) days annually.

The Maximum Vacation Accrual Caps:

Effective December 31, 2012 and June 30, 2013, maximum vacation caps for all POA members will be as follows:

Years of Service	Cap as of Pay Period that Includes December 31, 2012	Cap as of Pay Period that Includes June 30, 2013
0-5	220	200
6-9	300	280
10-15	380	360
16+	440	400

If a member does not reduce his/her balance in accordance with the schedules above, the member will cease to accrue vacation until below the maximum cap.

Automatic Cap: Once vacation balances reach the allowed maximum, additional vacation will not be allowed to accrue beyond the maximum. The employee is responsible for monitoring his/her vacation accrual hours and to take whatever vacation hours necessary to stay below the vacation accrual cap designated above.

Regular part-time employees shall be allowed to accrue vacation leave on a prorated basis based on their allocated position.

Sworn Members:

Payoff of Vacation Leave at separation will be based on: base pay plus career incentive pay plus specialty pay plus holiday in lieu plus bilingual pay.

Nonsworn Members:

Payoff of Vacation Leave at separation will be based on: base pay plus specialty pay plus holiday in lieu plus bilingual pay.

7.01.1 Vacation Cash-Out

Effective July 2017, employees are eligible to file an irrevocable election, in December of each year, to cash-out up to eighty (80) hours of vacation accrued in the payroll calendar year following the cash-out election. For those employees electing to cash-out over forty (40) hours of vacation, the employee must have a minimum balance of eighty (80) hours of accrued vacation, as of the last full pay period in the payroll calendar year of the cash-out election, and must have taken a minimum of forty (40) hours of vacation in the full payroll calendar year of the cash-out election. If the employee does not meet the provisions for minimum vacation balance and vacation taken, the employee will only be allowed to cash-out a maximum of forty (40) hours. The cash-out shall occur yearly on a date, no earlier than Pay Period 22 but no later than December 31, as specified by Payroll. If the employee's vacation balance at the time of the cash-out is less than the hours elected, Payroll will cash-out the employee's remaining balance. Regular part-time employees shall be allowed to cash-out vacation leave on a prorated basis based on their allocated position.

As part of the transition to the new vacation cash-out provision above, employees will be permitted to make an additional election during the December 2017 election period. In December 2017, employees may make an additional election to cash-out up to eighty (80) hours of vacation leave, which will be paid out in January 2018.

Vacation cash-out shall be administered in accordance with procedures set forth by the Finance and Administrative Services Department and IRS regulations, including exceptions for hardship. Employees have the option of receiving cash or depositing vacation cash-out directly into their deferred compensation account, in accordance with IRS regulations.

7.02 Compensatory Time Accrual and Compensatory Time Off

Represented members shall be permitted to accumulate up to eighty (80) hours of compensatory leave time.

The employee shall have the authority to decide whether overtime worked shall be compensated with pay or compensatory time off (except in cases where the City has predesignated an assignment as "overtime only," including overtime work at the Shoreline Amphitheatre). In either event,

the City shall comply with the Fair Labor Standards Act (FLSA). If an employee has accrued eighty (80) hours of compensatory time off, he/ she will be compensated with pay for any further overtime worked.

The following is in accordance with the FLSA and the court decision *Heaton vs. Moore*:

An employee has the right to take accrued compensatory time off providing that: (1) the employee provides reasonable notice of the desire to take the time off; and (2) such time off does not unreasonably disrupt the organization. The POA and the City agree to the following definitions as they relate to this right.

Reasonable Notice shall mean a minimum of seven calendar days prior to the requested time off. More notice is encouraged and would assist management in accommodating the requested time off. If the supervisor is able to accommodate the request with less notice, the supervisor has the discretion to do so, but is not required to do so.

Unduly Disrupts the Organization means the request places an unreasonable burden on the department's ability to provide service. Determining this factor is within the discretion of the supervisor, who must articulate the disruption at the time the time off is denied. Several factors could influence this decision, including: the number of Officers already scheduled off; anticipated problems/events such as a demonstration or a high-intensity enforcement program; or history of call loads on that day or shift which causes the supervisor to anticipate resource needs.

Management agrees that if time off is otherwise unavailable, and seven or more calendar days' notice is provided by the employee, voluntary overtime will be posted to fill the employee's place in order to grant the time off. Thus, it is in the employee's best interest to provide as much advance notice as possible. If no one signs up for the overtime, the compensatory time off request may be denied. If, however, another qualified Officer accepts the overtime assignment, the time off will be granted.

Examples:

An employee requests compensatory time off with three calendar days' notice for New Year's Eve; one other employee on the same shift is on long-term disability and another on scheduled vacation. The request may be denied. This is both unreasonable notice and would unduly disrupt the

department's ability to provide service on a shift known for heavy Police activity.

Same scenario as above but with 10 calendar days' notice. The supervisor will post an overtime opportunity. If someone signs up for the overtime slot, the time off will be granted. If not, it may be denied because even though reasonable notice has been provided, it would unduly disrupt the department's ability to provide service.

An employee requests compensatory time off from the supervisor with three calendar days' notice. The shift is otherwise full and there is no reason to suspect unusual activity. The supervisor may grant the request. Even though the notice did not meet the "reasonable" criteria, it does not unduly disrupt the department's ability to provide service, and the supervisor has the discretion to grant the request.

Supervisors should note that it is within their discretion to determine the department's ability to provide service on their particular watch on any given day. Granting compensatory time off is encouraged both as a means of meeting the employee's individual needs and as a means of reducing an unfunded City liability. However, such time off should not be allowed to compromise the department's ability to protect and serve the community. It is, further, the position of the department that while supervisors may order employees to work overtime, except in unusual circumstances, no employee will be ordered to work overtime to cover a compensatory time off request by another employee.

The practice of selling or trading compensatory time accrued for compensatory time off between employees is a violation of the FLSA and is not allowed.

7.02.1 Compensatory Time Cash-Out

Effective July 2001, each December, sworn members may file an irrevocable election to cash-out up to sixty (60) hours of compensatory leave time. The compensatory cash-out shall be administered in accordance with procedures set forth by the Finance and Administrative Services Department with forms due to the Payroll Division no later than a date in December for disbursement in January. The dates will be established in memorandum form. This cash-out is an irrevocable election. The cash-out maximum shall increase from sixty (60) hours to eighty (80) hours effective July 2002.

Effective July 2001, each December, nonsworn members may file an irrevocable election to cash-out up to eighty (80) hours of compensatory time.

The parties recognize the potential tax risk associated with employees' discretion to earn either cash or compensatory time off for overtime worked. The City will procure a tax opinion from a reputable law firm, including both an assessment of the risk of constructive receipt and options to mitigate that risk and provide that opinion to the POA. Once the City provides the opinion to the POA, this MOU will reopen on the subjects of overtime and compensatory time off as these subjects relate to constructive receipt and the parties will meet and confer over options to address constructive receipt.

7.03 Holiday Leave/Floating Holiday

Sworn Members:

Represented members are ineligible to take defined City holidays off on holiday leave and are ineligible to accrue compensatory time off for holidays worked.

Nonsworn Members:

Effective July 2001, nonsworn members shall receive a floating holiday of eight (8) hours. Regular part-time employees shall receive the additional holiday leave/floating holiday on a prorated basis. There will be no accumulation from one payroll calendar year to another.

7.04 Bereavement Leave

In the event of the death of any immediate family member, employees will receive paid bereavement leave of three (3) consecutive shifts. If the employee is traveling over three hundred (300) miles one way, they will be granted one (1) additional shift as bereavement leave. "Consecutive shifts" will be defined as three work shifts in a row, which may be interrupted by scheduled days off (for example: an employee whose regular work schedule is Monday through Thursday, with Friday through Sunday off work, will be allowed to take Wednesday, Thursday and the following Monday as bereavement leave). For purposes of this chapter, immediate family will refer to the member's spouse, father, mother, stepfather,

stepmother, sister, brother, stepsister, stepbrother, children, stepchildren, mother-in-law, father-in-law, domestic partner, grandchildren, and grandparents.

7.05 Maternity Leave

Represented members shall be eligible for maternity leave in accordance with the rules and regulations as stated in the City's Personnel Rules and Regulations, Chapter 8.10, and in accordance with State and Federal law.

7.06 Personal Leave Day

Represented members are eligible to convert one day of accumulated sick leave, per Finance calendar year, to a personal leave day. Use of the personal leave day will not affect the Sick Leave Incentive Program. This is a calendar-year option and will not carry over from year to year.

Sworn Members: For purposes of this chapter, the term "day" shall refer to ten (10) hours.

Nonsworn Members: For purposes of this chapter, the term "day" shall refer to the number of hours the employee is scheduled to work during a normal workday, based upon the schedule the employee is working when the personal leave day is granted.

Regular part-time employees are eligible to convert one day of accumulated sick leave, per Finance calendar, to a personal leave day on a prorated basis.

7.07 Sick Leave Accrual

Represented members shall accrue sick leave at the rate of 3.69 hours each biweekly pay period and may accrue an unlimited amount.

7.08 Sick Leave Incentive

Members shall receive four (4) hours of vacation for each quarter (defined by the Finance and Administrative Services Department) of attendance wherein sick leave was not used.

The City shall be responsible for ensuring that the provisions of this chapter are met.

Regular part-time employees shall receive the sick leave incentive on a prorated basis.

7.09 Payment for Unused Sick Leave

Represented members will be paid for unused sick leave based upon the following formula with a cap for the payoff based on 1,000 hours of accumulated sick leave.

0 through 9 years of service: No payment.

Beginning of the 10th year through the 14th year: 20 percent of accumulated hours. (20 percent x 1,000 hours = 200 hours maximum possible payoff.)

Beginning of the 15th year through the 19th year: 35 percent of accumulated hours. (35 percent x 1,000 hours = 350 hours maximum possible payoff.)

Beginning of the 20th year through the 24th year: 55 percent of accumulated hours. (55 percent x 1,000 hours = 550 hours maximum possible payoff.)

Beginning of 25th year plus: 90 percent of accumulated hours. (90 percent x 1,000 hours = 900 hours maximum possible payoff.)

The following conditions affect payment of unused sick leave:

The member must have been laid off, received a regular retirement through the Public Employees Retirement System (PERS), or a disability retirement as determined by appropriate medical authority; the member's years of service will be determined by years of continuous service as a probationary and Regular employee; payoff will be made to the employee in one lump sum. Upon the death of a member, regardless of years of service, full payment of unused sick leave shall be made to the member's beneficiary. Payment for unused sick leave shall be computed on the highest average monthly base salary during any period of three (3) consecutive years during employment with the City, unless upon death of a member and the member has less than three (3) years of service at time of death, payment will be computed on the average monthly base salary during the period of employment with the City. There shall be no payment for unused sick leave if the employee terminates by discharge.

7.10 Leaves of Absence

Represented members will be eligible to take leaves of absence in accordance with all rules and regulations governed by City Personnel Rules and Regulations 9.02.

7.11 Military Leave

Represented members shall be granted military leave in accordance with provisions of State or Federal law. All employees entitled to military leave shall give the department head an opportunity, within limits of military regulations, to determine when such a leave shall be taken.

7.12 Jury Duty Leave

Represented members summoned from work duties as jurors, or subpoenaed to appear as witnesses in cases other than those in which the employee as an individual is a litigant, shall be allowed full salary provided they compensate the City the fees received for such service, exclusive of travel, parking, and meal allowance.

Any employee who has a regular work schedule that falls outside the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, who is summoned to appear as a prospective juror, or is empaneled on a jury, shall be assigned to this work schedule for the duration of the trial to which they are assigned. Employees shall be assigned hours consistent with the needed shift coverage, provided they are given a nine (9) hour rest period between working their normal shift and reporting for jury duty.

An employee whose work schedule has been adjusted in this manner shall report for work during any hours of their adjusted work schedule that he/she is not required to report to court as a juror. Excluding overtime, total hours worked between serving on a jury and in the workplace, Sunday through Saturday, shall not exceed forty (40) hours.

7.13 Shift Trades

Shift trades will be authorized under the following conditions:

1. A shift trade is defined as two employees working a shift for each other in order to obtain time off during a specified shift.

2. The employees must be of the same classification; i.e., Police Officer, Records Specialist, etc.
3. Shift trades must be completed within two pay periods. Therefore, if one employee works for a second employee, the second employee must pay back that work time by working a shift for the first employee during the same or the next pay period.
4. Employees are responsible for notifying and obtaining approval for all shift trades from their supervisor(s) and providing appropriate documentation.
5. Employees are responsible for keeping track of their own shift trade obligations. Any employee who fails to meet their obligations will be subject to disciplinary action.
6. Shift trades for compensatory time (i.e., an employee gives their earned CTO hours to an employee in exchange for a shift trade) is not permitted.

7.14 One-Time Leave Hours

The one-time leave hours will be tracked separately from all other accrued leave balances.

Sworn

Sworn members who are City employees on June 28, 2020 will receive a one-time contribution of forty-two (42) hours of leave time (prorated for regular part-time employees). This leave must be used by Pay Period 2, 2021, or it will be cashed out with the Pay Period 2 Payroll.

Nonsworn

Nonsworn members who are City employees on June 28, 2020 will receive a one-time contribution of twenty-one (21) hours of leave time (prorated for regular part-time employees). This leave must be used by Pay Period 2, 2021, or it will be cashed out with the Pay Period 2 payroll.

8.00 Insurance

8.01 Medical Benefits – Sworn Employees

8.01.1 Transition to Public Employees Medical and Hospital Care Act (PEMHCA)

Following a study jointly conducted by the MVFF and City, the POA and City have agreed that all represented sworn POA members will migrate to the CalPERS health system provided under the Public Employees Medical and Hospital Care Act (PEMHCA) (Government Code Section 22750, *et seq.*). This migration will apply to unrepresented sworn Police employees and retired sworn Police employees as well. The anticipated migration date is March 2014.

All represented sworn members will be covered by an equal contribution resolution which will apply to current and future represented sworn members, unrepresented sworn Police personnel, and retired sworn Police personnel.

8.01.2 Cost Sharing

The migration to PEMHCA is the result of an extensive study jointly conducted by MVFF and the City between July 2012 and September 2013. The study made numerous assumptions, as identified in the August 26, 2013 final Bickmore report and the Assessment of Total Financial Impact of Migrating Active and Retired Sworn Employees to PEMHCA, dated September 6, 2013. Based on these assumptions and the ongoing contribution of 1.2 percent of salary toward the Retirees' Health Trust (see Section 8.03 below), MVFF and the City expect that the migration to PEMHCA alone will not increase overall costs to the City in the short or long term, compared to continuation of medical benefits through City-contracted insurance, and may provide net savings to the City. The net impact to the City was calculated in the study by considering the Annual Required Contribution (ARC) for retirees' health benefits for sworn employees; City costs for health premiums for active sworn employees; estimated new City costs for health premiums related solely to having a smaller group of insured individuals; City costs for vision for active sworn employees in Kaiser; and the value of sworn employee contributions toward the Retirees' Health Trust. These same factors will be used to determine the net impact of migration to PEMHCA as further discussed in Section 8.01.3.

8.01.3 Reconciliation of Anticipated Savings to Actual Experience Following Migration

In Fiscal Year 2015-16, the City will evaluate whether the net savings anticipated in the Fiscal Year 2012-13 study have been realized. This study will use the same financial factors as identified in Section 8.01.2. If a net savings was not realized and instead net costs increased, this study will isolate the source of the increased costs to determine whether the migration to PEMHCA was a factor. In order to maintain consistency between the 2013 and 2015 studies, the City and POA agree it would be ideal for the 2015 study to be conducted by Bickmore, the firm which provided actuarial and consulting services for the 2013 study. The City will attempt to engage Bickmore for the 2015 study. Should Bickmore no longer be in business or unable to conduct the study, the City retains the right to choose the actuarial firm to conduct the 2015 study and, in that situation, would direct the firm to use the actuarial assumptions used in the 2013 study and further described below.

Based on the City's experience at the time of the study and advice of the consultant jointly hired by the City and MVFF, the Fiscal Year 2012-13 study made numerous assumptions in three main areas; key examples are provided here for illustration with the comprehensive list of assumptions provided in the study documents:

- The initial migration to PEMHCA (such as the health plans selected by employees and retirees, the level of dependent coverage, and enrollment by retirees eligible for health coverage under PEMHCA but not eligible for the City Retiree Health Program);
- The impact to City health plan premiums associated with having a smaller number of insured individuals, City costs for vision for active sworn employees in Kaiser and for retirees, and the value of sworn employee contributions toward the Retirees' Health Trust; and
- Actuarial assumptions to project events and costs over time, as reflected in the ARC (Discount Rate, Mortality Rates, Termination Rates, Service Retirement Rates, Disability Retirement Rates, Medicare Eligibility, Health Care Trend, Participation Rates, Spouse Coverage, Dependent Coverage).

For the purpose of determining whether the City incurred net increased costs as a result of the migration to PEMHCA rather than obtaining net savings, the Fiscal Year 2015-16 study will compare the actual experience in migrating to PEMHCA to the assumptions made in the Fiscal Year 2012-13 study as follows:

- It will determine whether the initial migration to PEMHCA occurred as expected, specifically the health plans selected by employees and retirees, the level of dependent coverage, and enrollment by retirees eligible for health coverage under PEMHCA but not eligible for the City Retiree Health Program;
- It will clearly demonstrate the extent to which City health plan premiums changed solely as a result of having a smaller number of insured individuals, actual City costs for vision for active sworn employees in Kaiser and for retirees, and the value of sworn employee contributions toward the Retirees' Health Trust; and
- It will determine whether the ARC changed as expected in the Fiscal Year 2012-13 study by conducting a retiree health valuation as of July 1, 2015. It is understood that retiree health valuations conducted by the City in the future may use different actuarial assumptions than used in the Fiscal Year 2012-13 study based on the City's actual experience following migration, but for the purposes of the Fiscal Year 2015-16 study to assess the impact of migrating to PEMHCA, the same numerical actuarial assumptions related to Discount Rate, Mortality Rates, Termination Rates, Service Retirement Rates, Disability Retirement Rates, Medicare Eligibility, Health Care Trend, Participation Rates, Spouse Coverage, and Dependent Coverage will be used as were used in the Fiscal Year 2012-13 study. The Fiscal Year 2015-16 study will also exclude the implicit subsidy liability, as was the case in the Fiscal Year 2012-13 study.

The study will identify the results for sworn Fire and sworn Police employee groups separately. Any costs associated with this evaluation will be borne solely by the City.

POA and the City further agree that if the Fiscal Year 2015-16 study illustrates that the migration to PEMHCA resulted in

higher net costs to the City in calendar years 2014 and/or 2015 rather than net savings, the parties will meet and confer over ways to pay for the higher costs. POA and the City agree to meet as quickly as possible to resolve this issue. If, within 60 days of the Fiscal Year 2015-16 study results being provided to POA, the parties are not able to agree on a method to pay for the increased costs in calendar years 2014 and/or 2015, the represented sworn members' 1.2 percent salary contribution toward the Retirees' Health Trust will increase up to a maximum of 2 percent in order to pay the cost over a five-year period, an approach to cost repayment which may be subsequently modified by mutual agreement between POA and the City. Unrepresented sworn managers would have the same obligation to repay costs experienced by the City in calendar years 2014 and/or 2015.

8.01.4 City Contributions Towards Medical Premiums

Following migration to PEMHCA, City contributions for medical insurance premiums are established as follows:

- *For single-level coverage:* The City will pay the full premium for single coverage for full-time regular employees and eligible retirees for any plan, up to, but not exceeding, the single-coverage premium for the Maximum plan. The employee or retiree will pay the additional cost of any plan which has a higher monthly cost than the Maximum plan.
- *Dependent-level coverage:* The City will pay 92 percent of the total premium for the employee and his or her dependents, up to, but not exceeding, 92 percent of the two-party or family premium for the Maximum plan, respectively. The employee or retiree will pay the remaining premium, which will be at least 8 percent of the two-party or family premium; more if the plan selected has a higher premium than the Maximum plan.
- The Maximum plan for active employees and pre-Medicare retirees will be the plan with the third-highest health-only premium available in Region 1. For Medicare-eligible retirees, the Maximum plan will be the average of health-only premiums available in Region 1 for "Supplement to Medicare" or "Combination" rates, depending on the plan selected by the retiree.

Party Rate	Monthly Employer Health Contribution (Effective 1/1/2020)
1	100% Blue Shield Access+ Region 1 Single-Party Basic (Party Rate 1)
2	92% Blue Shield Access+ Region 1 Two-Party Basic (Party Rate 2) or 92% of the premium enrolled, whichever is less
3	92% Blue Shield Access+ Region 1 Family Basic (Party Rate 3), or 92% of the premium enrolled, whichever is less
4	\$380.42
5	92% of the premium enrolled, not to exceed \$699.50
6	92% of the premium enrolled, not to exceed \$1,060.99
7	92% of the premium enrolled, not to exceed \$1,167.15
8	92% of the premium enrolled, not to exceed \$1,653.60
9	92% of the premium enrolled, not to exceed \$1,180.08
10	92% of the premium enrolled, not to exceed \$1,151.30
11	92% of the premium enrolled, not to exceed \$1,508.54
12	92% of the premium enrolled, not to exceed \$1,637.76

8.01.5 PORAC Membership Fee

The parties agree that represented sworn members who choose health insurance plans offered by PORAC through CalPERS will pay the membership fee associated with PORAC plans, and that the City will not pay PORAC membership fees.

8.02 Medical Benefits – Nonsworn Employees

HMO Plans:

Effective the first pay period beginning in April 2000, members will pay ten percent (10%) of the difference between the single premium and two-party or family premium for dependent coverage for any plan offered by the City and selected by the employee.

Effective January 1, 2017, all employees enrolled in HMO plans offered by the City will increase premium contributions according to the following formula:

- a. **Single coverage** – employee pays two percent (2.0%) of average HMO premiums. For the 2018 plan year, the maximum increase in employee contribution will be Five Dollars (\$5) per month (i.e., employees will pay the lesser of (1) the 2017 contribution plus Five Dollars (\$5) or (2)

two percent (2.0%) of average HMO premiums). For plan year 2019 and plan year 2020, if the increase in employee contribution over the prior plan year exceeds Five Dollars (\$5) per month, the parties will meet and confer over the increase in employee contribution over Five Dollars (\$5) per month.

- b. **Two-party coverage**—employee pays twelve percent (12.0%) of the difference between single and two-party premiums. For the 2018 plan year, the employee contribution will be the lesser of:
- Twelve percent (12.0%) of the difference between single and two-party premiums; or
 - Ten percent (10.0%) of the difference between single and two-party premiums plus Thirty Dollars (\$30) per month.

For plan year 2019 and plan year 2020, if the employee contribution exceeds ten percent (10.0%) of the difference between single and two-party premiums plus Thirty Dollars (\$30) per month, the parties will meet and confer over the employee contribution in excess of ten percent (10.0%) of the difference between single and two-party premiums plus Thirty Dollars (\$30) per month.

- c. **Family**—employee pays twelve percent (12.0%) of the difference between single and family premiums. For the 2018 plan year, the employee contribution will be the lesser of:
- Twelve percent (12.0%) of the difference between single and family premiums; or
 - Ten percent (10.0%) of the difference between single and family premiums plus Forty Dollars (\$40) per month.

For plan year 2019 and plan year 2020, if the employee contribution exceeds ten percent (10.0%) of the difference between single and family premiums plus Forty Dollars (\$40) per month, the parties will meet and confer over the employee contribution in excess of ten percent (10.0%) of the difference between single and family premiums plus Forty Dollars (\$40) per month.

PPO Plan:

Effective the first pay period beginning in August 2000, in addition to the cost to the employee for the HMO, any member selecting the City's PPO medical plan option will pay forty percent (40%) of the difference between the average of HMO premiums at all three levels (single, two-party, and family) and the PPO premiums at the same levels.

High-Deductible Health Plan (HDHP):

Effective August 1, 2012, the City will offer an HDHP in addition to HMO and PPO plans.

The City shall pay the full single premium for the HDHP offered by the City and selected by the employee. For dependent coverage in an HDHP, the employee shall pay ten percent (10%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family) for regular full-time employees. Regular part-time employees are required to pay one hundred percent (100%) of the difference between the single premium and the two-party or family premiums, whichever is applicable.

For members who elect to participate in the HDHP, the following Health Savings Account (HSA) contribution schedule will apply. When an employee enrolls in an HDHP for the first time, the City will contribute the following amounts into the employee's HSA, in accordance with IRS regulations: one hundred percent (100%) of the plan deductible, One Thousand Five Hundred Dollars (\$1,500) for single coverage, and Three Thousand Dollars (\$3,000) for employee plus one or more dependents. During the second, subsequent enrollment year, the City will contribute the following amounts into the employee's HSA, in accordance with IRS regulations: fifty percent (50%) of the plan deductible, Seven Hundred Fifty Dollars (\$750) for single coverage, and One Thousand Five Hundred Dollars (\$1,500) for employee plus one or more dependents. If an employee leaves the HDHP before the second, subsequent enrollment year and later returns, the City will contribute fifty percent (50%) of the plan deductible into the employee's HSA for the return year. Employees may contribute additional funds into their HSA up to the IRS annual maximums. Since HSA contribution limits are determined on a calendar/ tax-year basis, a midyear enrollment in an HSA may be subject to a prorated HSA contribution limit. Contributions in excess of the IRS limit are subject to tax penalties. The combination of employee, employer, and third-party

contributions may not exceed the annual IRS limits. The City may change the contribution to the HSA after the term of the MOU.

Employee Payment:

The employee shall pay that portion of the premiums which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department. Regular part-time employees are required to pay 100.0 percent of the difference between the single premium and the two-party or family premium, whichever is applicable.

During the term of this Agreement, the City shall provide a choice of medical plans: an HMO, a PPO, and an HDHP plan. The City reserves the right to select the plans to be provided.

8.02.1 Health Benefits Committee

The City will form a joint committee with interested nonsworn labor groups to engage in a focused discussion on the maintenance of sustainable health benefits for active employees. NPOA will designate up to two representatives to participate in the committee. The goal of the committee is to identify and consider potential solutions to address the high cost of employee health benefits while ensuring both the sustainability of health benefits and that the benefits remain competitive with comparison agencies. The committee will meet on a mutually agreed upon schedule beginning February 2018 to understand factors driving health benefits costs, explore alternative approaches for health plans, and discuss different approaches to control cost increases and/or reduce the cost of health benefits. The committee will also discuss methods to communicate with employees regarding research or findings during the course of the committee's work. The committee's findings will be used to inform a discussion of health benefits during the next negotiation process.

8.03 Dental Benefits

Effective through July 31, 2013, the City pays one hundred percent (100%) of the employee-only premium. Employees will contribute fifteen percent (15%) of the total two-party or family dental premium.

Beginning with the August 1, 2013 dental plan premium, the City shall pay the full employee premium for the dental plan offered by the City. For dependent coverage, the City shall pay eighty-eight percent (88%) of the difference between the single-coverage premium and the selected dependent-coverage premium (two-party or family) for regular full-time and regular part-time employees. The employee shall pay that portion of the premium which is his/her responsibility through payroll deductions in accordance with procedures established by the Human Resources Division and the Finance and Administrative Services Department.

8.04 Employee Assistance Program

The City shall pay the premium for all regular employees for an Employee Assistance Program (EAP) designed to provide employees, their spouse/registered domestic partner and children up to age 26, up to five (5) free counseling visits, per problem, per year. The program is administered by the City's Human Resources Division.

8.05 Retiree's Medical

8.05.1 Sworn – Defined Benefit

With the migration to PEMHCA, all represented sworn members, unrepresented sworn Police personnel, and sworn Police retirees who meet the requirements established by PEMHCA will be eligible to receive retirees' health benefits provided under PEMHCA and will no longer be eligible to receive retirees' health benefits under the City's Retirees' Health Insurance Program. Any represented sworn members, unrepresented sworn Police personnel, and sworn Police retirees who do not meet the requirements established by PEMHCA will not be eligible to receive benefits under the City's Retirees' Health Insurance Program.

Members will have the option of participating in the Retirement Health Savings Account without any employer contributions subject to subsequent requirements and restrictions in IRS rulings, regulations, and opinions.

In consideration for allowing represented sworn members to migrate to PEMHCA, beginning with the first pay period in Fiscal Year 2013-14, all represented and unrepresented sworn members shall contribute 1.2 percent of salary toward the retiree health cost share. If the migration to PEMHCA is successful, and for as long as

all sworn members remain with PEMHCA, all members shall continue contributing 1.2 percent of salary, on an ongoing basis, toward the City's Retirees' Health Trust to pay for or smooth future cost increases related to retirees' health. The Retirees' Health Trust will be administered by CalPERS. This contribution will be accomplished through a salary deduction and the City will make the deduction on a pretax basis to the extent permitted under State and Federal law. The City makes no representation as to the taxable nature of this deduction. The City and each employee shall retain liability for their respective tax obligations. The 1.2 percent retiree health contribution is in addition to the CalPERS pension cost share addressed in Section 9.01. The 1.2 percent retiree health contribution is an ongoing contribution separate from any increased contribution which may occur as a result of the provisions set forth in Section 8.01.3.

8.05.2 Nonsworn

Nonsworn employees hired on or after July 1, 2015 will make an election of either a Defined Contribution (DC) Plan or a Defined Benefit (DB) Plan for retirees' health benefits within ten (10) working days of date of hire. An employee hired on or after July 1, 2015 who does not make an initial election within ten (10) working days shall be enrolled in the DC Plan. After completion of one (1) year of service, an employee will have another opportunity to make an irrevocable election of either the DC or DB plan. Employees must make an election within ten (10) working days of his/her anniversary date. If an election is not made within this period of time, the employee's initial election at date of hire will remain status quo.

For those changing from a DC to DB plan, the funds contributed by the employer will revert back to the City.

For those changing from a DB to DC plan, employer contributions will be made from the date of hire of the employee.

Defined Benefit Plan – Nonsworn

All represented members hired after July 1, 1990 must meet a vesting requirement of 15 years of service with the City of Mountain View as a permanent employee.

For represented members retiring prior to July 1, 1992, the City will pay the retired member's entire monthly premium (for single coverage). Represented members retiring after July 1, 1992 will contribute 15 percent of the single-rate premium for the medical benefit.

Nonsworn members hired on or after July 1, 2007 who do not elect the one-time optional conversion from DB to DC retirees' health plan, and those hired on or after July 1, 2015 who select the DB plan, will qualify for retirees' health upon fifteen (15) years of continuous service if they retire from the City of Mountain View. The City will pay a maximum of 85 percent of the employee-only premium of any HMO medical plan offered by the City at the time of retirement. The balance of the cost for the plan selected by the retiree will be fully paid by the retiree.

The cost of the spouse/dependent premiums are at the member's expense. For represented members who retire on disability due to a job-related injury, the vesting requirement will be waived. In the event that the injured person is rehabilitated and secures employment elsewhere with health benefits, the City's health coverage will be discontinued. In the event of cancellation by a City health plan carrier, coverage for employees under that plan will not be discontinued. Some type of interim plan/ coverage will be enacted until a replacement plan can be obtained.

If a retiree lives out of the country or in a domestic location outside of the coverage area of the City's health insurance providers, the retiree must submit to the City proof of payment for alternate health insurance coverage. The City will reimburse the retiree a monthly amount up to the equivalent of: (a) the City's out-of-state PPO plan for early retirees not yet Medicare-eligible; or (b) the City's out-of-state plan for Medicare-eligible retirees. More details of this provision are found in the Retirees' Health Insurance Program brochure.

The Retirees' Health Program Document will be updated to conform to benefit levels established in 2007 agreements with represented employees. The Retirees' Health Program Document will be updated to clarify that employees who retire with the DC Plan will not be able to enroll in City group health plans in retirement.

Defined Contribution Plan – Nonsworn

- ICMA-RC or comparable Retirees' Health Savings (RHS) Account model in accordance with the IRS. No minimum period of service is required for participation.
- Adjustment to Contributions: Effective the first pay period ending in July 2017, the direct employer contributions for employees enrolled in the defined contribution retirees' health plan will be increased for Fiscal Year 2017-18 by the following amounts: 0 to 5 years, Fifty Dollars (\$50) per month; 6 to 10 years, Seventy-Five Dollars (\$75) per month; 10+ years, One Hundred Dollars (\$100) per month.
- Indexing Contributions: Fiscal Year 2015-16 contributions will be indexed at a two percent (2%) fixed rate annually. Effective the first pay period ending in July 2018, contributions will be indexed at a three percent (3%) fixed rate annually. Indexed contributions for the term of this contract are as follows:

Employee Year	FY 2017-18	FY 2018-19	FY 2019-20
0-5 Years	\$289.01/Mo.	\$297.68/Mo.	\$306.61/Mo.
6-10 Years	\$373.77/Mo.	\$384.98/Mo.	\$396.53/Mo.
10+ Years	\$458.52/Mo.	\$472.28/Mo.	\$486.45/Mo.

- Vesting of Employer Contributions: One hundred percent (100%) after five (5) years of service.
- Eligibility to Use Funds: Employees are eligible to use funds upon separation of service (or retirement). Funds will remain in trust in the employee's name.
- Disposition of Employer Portion of Forfeited Unvested Funds (these are funds that have been deposited in the RHS Plan or accrued to the probationary employee): Seventy-five percent (75%) Employer; twenty-five percent (25%) Employee allocation equally to participating employees who currently are receiving employer contributions as of June 30. The City shall provide an annual accounting report to POA/NPOA showing the amount allocated (25 percent) to participating employees.

- The first-year employer contributions will be held in an account to be paid to the DC Plan. After the employee has made his/her election after the one-year anniversary to continue in the DC Plan, the first-year contributions shall be transferred to the RHS Plan the first pay period beginning after the election is made. Interest on the funds prior to transfer will be credited at a fixed rate of four percent (4%) per annum on the monthly balance. Effective the first pay period ending in July 2017, interest on the funds prior to transfer will be credited at a fixed rate of one percent (1%) per annum on the monthly balance.

8.05.3 Retiree Health Savings Account

Effective May 1, 2009, for all represented members at retirement, 100 percent of eligible sick leave payoff (determined by sick leave payoff formula) shall be deposited into a Retiree's Health Savings Account (trust fund for health expenses).

8.06 Life Insurance

All represented members will receive a life insurance benefit of five (5) times their annual salary (not to exceed \$600,000) or \$50,000, with a vendor selected by the City. The policy premium will be fully paid by the City. The employee may select one of the two options, but the value (per IRS guidelines) over \$50,000 is reportable on the member's W-2, and any taxation thereof shall be the employee's obligation.

8.07 Disability Insurance

All represented members will be covered by a Long-Term Disability (LTD) insurance policy with a vendor selected by the POA. Effective the first pay period beginning in May 2000, the City shall convert the one and six-hundredths percent (1.06%) cost for LTD insurance to salary for all represented members. The POA will select an LTD policy and the policy premium will be fully paid by each member through payroll deduction.

Police Assistants, Police Records Supervisor, and Communications Operations Supervisor—Effective the first month after ratification of the contract, the Police Assistants, Police Records Supervisor, and Communications Operations Supervisor will be covered under the POA's LTD policy. The City shall convert the City's current cost of LTD insurance

to salary (0.475 percent) for these members. The LTD policy and the policy premium will be fully paid by each member through payroll deductions.

8.08 Vision Benefits

For those members who select a medical plan that does not have vision coverage, the City shall make available vision care coverage for employees and dependents. The City shall pay the cost of such coverage.

Effective August 1, 2013, the City will modify the vision plan for POA to match the plan provided to other City employees.

8.09 Section 125 – Flexible Benefit Plan

The following Qualified Benefits are available to POA members under the City's Flexible Benefit Plan: Premium Contribution Plan, Medical Expense Reimbursement Plan, and Dependent Care Assistance Plan. The maximum allowed annual contribution to the health care reimbursement account is Two Thousand Five Hundred Dollars (\$2,500) and the maximum to the dependent care reimbursement account is Five Thousand Dollars (\$5,000).

For Nonsworn Members:

Effective January 1, 2016, the City will contribute One Hundred Fifty Dollars (\$150) to each member's Flexible Spending Account ("FSA") per calendar year. This contribution will be made at the beginning of the calendar year as determined by payroll. New employees will receive the One Hundred Fifty Dollars (\$150) payment at the time of hire. Employee and employer plan year FSA contributions shall not exceed IRS allowable limits.

9.00 California Public Employees Retirement System

9.01 CalPERS Retirement Program – Sworn Members – 3 percent at 50 (3@50) and CalPERS Actual Employer Rate Cost-Sharing (Classic Members)

Effective July 8, 2001, retirement benefits for Classic Members are calculated based upon the CalPERS' 3@50 retirement program, based upon the single highest year provision. The City implemented 3 Percent at 50 with initial costs offsets reflected in Years 1, 2, and 3 in reduced cost-of-living adjustments.

Effective July 1, 2003, employees agree to pay 50 percent of the increase above 16.268 percent by increasing the deduction for the amount of the employee-paid CalPERS contribution. In the event the CalPERS Employer Rate returns to or decreases below 16.268 percent, the City will decrease the employee CalPERS contribution to nine percent (9%).

Effective July 1, 2007, the maximum additional amount the employee will contribute is four percent (4.0%).

Effective the first pay period ending in July 2013, and continuing, the employee agrees to continue to pay fifty percent (50%) of the increase in the CalPERS Employer Rate above 16.268 percent (16.268%) for each year of the contract, but the maximum amount the employee will contribute is six and 148 thousandths percent (6.148%), including the 0.148 percent of salary pension contribution which is associated with the Fourth-Level 1959 Survivor Benefits (CalPERS Contract Section 21574).

The cost share shall be determined based upon what the PERS Employer Rate (sum of normal cost and Unfunded Accrued Liability (UAL)) relating solely to sworn members would have been without any cost share.

9.02 Pension Contribution for Represented Sworn Members on the 2.7 percent at 57 (2.7@57) Pension Formula (PEPRA Members)

Normal Contribution: This section establishes the pension contribution for represented sworn members on the 2.7@57 pension formula. This formula was established by the Public Employee Pension Reform Act of 2013 (PEPRA). It went into effect January 1, 2013 and imposed a new pension formula and minimum employee contribution for represented members hired after January 1, 2013 who met criteria established in the legislation. In accordance with PEPRA, represented members on this formula must pay at least 50 percent of normal cost of their pension.

Cost Share: In an effort to help contain pension costs, represented members on the 2.7@57 pension formula agreed to a 2.75 percent of salary cost share beginning in Fiscal Year 2015-16. This cost share will be in addition to the employee-paid CalPERS Member Contribution of 50 percent of normal cost and in addition 0.148 percent of salary pension contribution which is associated with the Fourth-Level 1959 Survivor Benefits (CalPERS Contract Section 21574). The combined employee contribution will not exceed the greater of 14.148 percent or 50 percent of normal cost plus 0.148 percent (the cost of the Fourth-Level 1959 Survivor Benefits).

The total represented sworn Classic and PEPRA Member pension contributions for the period of July 2020 to June 2021 are provided below.

POA	Employee Contribution			
	Employee Normal Contribution	Employee Share of Employer Contribution	Survivor Benefit	Total Paid by Employee
3.0@50	9.0%	6.0%	0.148%	15.148%
2.7@57	11.25%	2.75%	0.148%	14.148%

Maximum Annual Contribution: The PEPRA places a cap on the total “pensionable compensation” which may be earned by a PEPRA member in a calendar year. That limit is calculated annually by CalPERS. CalPERS ceases collection of normal cost for income earned after the employee reaches the pensionable compensation limit in a given calendar year. Employees will cease making cost-share contributions on income earned over the pensionable compensation limit in a calendar year and on which CalPERS is not collecting normal cost contributions.

9.03 CalPERS Contract Amendment to Allow Sworn Cost Share to be Credited to Member Account (Classic and PEPRA Members)

The City is currently in the CalPERS contract amendment process to allow for all of the cost share to be credited to the member account rather than the employer account. Future changes in the cost share that are necessitated by the MOU (e.g., if the cap in total employee contribution were to be triggered, thus requiring a reduction in the cost share) may not result in an automatic change by CalPERS. In the event CalPERS will not recognize a change, the City would have to go through their process for contract amendment to change the amount being credited to the employee’s account to reflect the new cost share.

9.04 CalPERS Retirement Program—Nonsworn Members—2.7 percent at 55 (2.7@55) and Cost Share of the Employer Rate (Classic Members)

Effective July 1, 2007, the City provided retirement benefits as administered by the California Public Employees Retirement System (CalPERS) for the 2.7@55 pension formula based upon the single highest year provision.

The employee has been responsible for paying the 7 percent employee CalPERS contribution plus the additional employee CalPERS contribution of 1 percent effective July 1, 2007. The total 8 percent is the responsibility

of the employee. Such payment shall be made pursuant to IRS Section 414(h)(2).

The City contributed approximately \$4.0 million to CalPERS to reduce the miscellaneous contract and funded liability of \$11,854,731 resulting from implementation of the 2.7@55 benefit as shown on the November 21, 2006 CalPERS contract amendment cost analysis, miscellaneous plan for the City of Mountain View.

Employees are responsible for sharing in the cost for the 2.7@55 formula benefit enhancement with the City making cumulative payroll deductions up to a maximum of 3.7 percent. The amount of cost-share deduction is based on the CalPERS Employer rate effective for 2012-13, which was 21.053 percent (21.053%). The cost-share payroll deduction will be calculated for each fiscal year based on the Employer Rate (the sum of the Normal Cost rate and the calculated Unfunded Accrued Liability rate (UAL)) in the CalPERS actuarial valuation report for that fiscal year as follows:

- If the CalPERS miscellaneous employer rate is at or above 21.053 percent (21.053%) for a fiscal year, the cost share will continue to be 3.7 percent (3.7%) of salary for that fiscal year.
- If the CalPERS miscellaneous employer rate falls below 21.053 percent (21.053%), the cost share will temporarily decrease by 0.25 percent (0.25%) for each full 0.50 percent (0.50%) the miscellaneous employer rate decreases below 21.053 percent (21.053%) (changes in the PERS employer rate will not be rounded) for that fiscal year. After decreasing below 21.053 percent, if the PERS Miscellaneous Employer Rate increases again, the cost share will increase by 0.25 percent (0.25%) for each full 0.50 percent (0.50%) increase in the PERS Miscellaneous Employer Rate. The maximum cost share decrease or increase will be 2.2 percent (2.2%) (the minimum cost share will be 1.5 percent (1.5%); i.e., the employee will pay a total of 9.50%-11.70%).
- The cost share is in addition to the Classic Member employee-paid CalPERS member contribution of 8.0 percent (8.0%) outlined in Section 9.04.

These payments will be made on a pretax basis to the extent permitted under State and Federal law. The City makes no representation as to the taxable nature of this deduction and each employee shall retain liability for his or her own taxes.

9.05 Pension Contribution for Represented Nonsworn Members on the 2.0 percent at 62 (2.0@62) Pension Formula (PEPRA Members)

Normal Contribution: This section establishes the pension contribution for represented nonsworn members on the 2.0@62 pension formula. This formula was established by the Public Employee Pension Reform Act of 2013 (PEPRA). It went into effect January 1, 2013 and imposed a new pension formula and minimum employee contribution for represented members hired after January 1, 2013 who met criteria established in the legislation. In accordance with PEPRA, represented members on this formula must pay at least 50 percent of normal cost of their pension.

Cost Share: In an effort to help contain pension costs, represented members on the 2.0@62 pension formula agreed to 4.45 percent of salary cost share beginning in Fiscal Year 2015-16. This cost share will be in addition to the employee-paid CalPERS Member Contribution of 50 percent of normal cost. Effective as soon as CalPERS completes its internal processes, the combined employee contribution will not exceed the greater of 10.7 percent or 50 percent of normal cost.

The total represented nonsworn member pension contributions to be effective the later of the pay period including July 1, 2020 or CalPERS implementation of the cost-share reduction through June 2021 are provided below.

NPOA	Employee Contribution		
	Employee Normal Contribution	Employee Share of Employer Contribution	Total Paid by Employee
2.7@55	8.0%	3.70%	11.70%
2.0@62	7.00%	3.70%	10.70%

NOTE: Changes in the cost-share amounts will be effective when CalPERS completed its internal processes.

Maximum Annual Contribution: The PEPRA places a cap on the total "pensionable compensation" which may be earned by a PEPRA member in a calendar year. That limit is calculated annually by CalPERS. CalPERS ceases collection of normal cost for income earned after the employee reaches the pensionable compensation limit in a given calendar year. Employees will cease making cost-share contributions on income earned over the pensionable compensation limit in a calendar year and on which CalPERS is not collecting normal cost contributions.

9.06 CalPERS Contract Amendment to Allow Nonsworn Cost Share to be Credited to Member Account (Classic and PEPRA)

The City is currently in the CalPERS contract amendment process to allow for all of the cost share to be credited to the member account rather than the employer account. Future changes in the cost share that are necessitated by the MOU (e.g., if the cap in total employee contribution were to be triggered, thus requiring a reduction in the cost share) may not result in an automatic change by CalPERS. In the event CalPERS will not recognize a change, the City would have to go through their process for contract amendment to change the amount being credited to the employee's account to reflect the new cost share.

9.07 PERS Employee Contribution

PERS Employee-Paid Member Contribution (Sworn Members):

Payment of the employee-paid portion (nine percent (9%)) of PERS paid by the employee will be made by payroll deduction each payroll period. Deductions will be made pretaxed as provided under IRS Code Section 414(h).

Nonsworn Members:

Effective the first pay period ending in April 2000, the City agrees to convert the full seven percent (7%) of the employee's PERS member contribution into an increase of base salary for all nonsworn members. The City shall have no responsibility for the cost of the employee-paid portion of PERS.

Payment of the employee-paid portion of PERS paid by the employee will be made by payroll deduction each payroll period. Deductions will be made pretaxed as provided under IRS Code Section 414(h).

9.08 PERS 1959 Survivor Benefit (Nonsworn)

Members who elected the PERS 1959 Survivor Benefit during the October 1988 election shall receive the third level of the 1959 Survivor Benefit. Members hired on or after July 10, 1988 are automatically covered by this benefit.

9.09 PERS Fourth-Level 1959 Survivor Benefits (PERS Contract Section 21574) (Sworn)

Effective October 17, 2010, the PERS contract was amended so that members will receive the Fourth-Level 1959 Survivor Benefits. The members are responsible for the full cost of the amendment option, unless and until changed by the parties through the meet-and-confer process.

9.10 Conversion of Unused Sick Leave to Years of Service for Retiring Employees

Sworn and Nonsworn Members:

Any unused sick leave above the amount paid out according to the formula in Section 7.09 will be converted to years of service for PERS purposes. The conversion is in accordance with PERS provisions.

Example of conversion of unused sick leave:

Member has 25+ years of service with a sick leave balance of 1,500 hours.

Sick leave balance paid out at 90 percent of 1,000 hours = 900 hours at rate equal to the highest, consecutive 3-year average of base pay.

Balance reported to PERS for years of service = 600 hours (1,500 balance less 900 hours paid off) or approximately 0.3 years of PERS service credit. One year of PERS service credit is equal to 2,000 hours of sick leave (250 days).

9.11 Deferred Compensation

Represented members shall be allowed to voluntarily participate in a deferred compensation (IRS 457 Plan) program. The City shall provide direct deposit as requested by the participating member.

9.12 Preretirement Optional Settlement 2 Death Benefit (PERS Contract Section 21548) (Sworn)

Effective October 17, 2010, the PERS contract was amended in order for members to receive the Preretirement Optional Settlement 2 Death Benefit. The members agreed to be responsible for the full cost of this benefit, unless and until changed by the parties through the meet-and-confer process.

10.00 Probationary Standing and Rules

Sworn Members:

Upon successful completion of the police academy, Police Officer Trainees will be reclassified as "Police Officers" and are subject to a probationary period of up to 18 months. Lateral Police Officers are subject to a probationary period of up to 18 months. Promotional appointments are subject to a probationary period of up to 12 months.

Nonsworn Members:

Members, upon original appointment, are subject to a probationary period of up to 12 months. Promotional appointments are subject to a probationary period of up to 6 months.

Sworn and Nonsworn Members:

Upon recommendation of the department head and with the approval of the Assistant City Manager, a probationary period may be extended for time lost due to an industrial injury, sick leave, or other authorized leaves of absence.

10.01 Extension of Probationary Period

The POA and the City have discussed the mutual benefit of the extension of the probationary period for new employees who, for some reason, become incapable of completing their probationary period in the assignment in which they were hired to perform. Therefore, for the purpose of this section, the term "other authorized leaves of absence" shall specifically include any leave of absence from employment or light-duty assignment for more than 80 working hours (that is medically or otherwise directed) which has the effect of moving the employee to job duties which do not encompass all of the job duties for the job classification in which the employee is being measured during the probationary period. Training programs in which the employee is enrolled must also be satisfactorily completed prior to completion of the probationary period.

Examples:

An Officer is in the FTO program in the 10th week of training when she seeks medical treatment for a pregnancy. Her doctor recommends a light-duty assignment for the term of the pregnancy. The Officer is placed in a light-duty assignment for six months and then, upon the birth, takes

maternity leave for an additional two months. On return to duty, the Officer must successfully complete the FTO program. Her probationary period will be extended for a total of eight months.

A probationary Officer is injured in an on- or off-duty accident and is placed on light duty for two weeks by his/her doctor. On return to duty, there is no change to probationary status since the time on light duty was 80 hours or less.

A probationary Records Specialist suffers a leg injury in an off-duty skiing accident and receives from his/her doctor a light-duty recommendation restricting walking and lifting for eight weeks. Since the employee would still be performing all the major duties of a Records Specialist, there is no change in his/her probationary time frame.

11.00 Breaks

Sworn Members:

Members assigned to the Field Operations Division (FOD) shall be entitled to a 30-minute paid lunch break each shift but shall be available for immediate recall and assignment during this period.

Other represented members not assigned to FOD shall not receive a paid lunch break but shall be eligible to take one hour (60 minutes) of unpaid time during the workday to be used as a lunch period. With approval of their division commander, members may take a 30-minute lunch break during the shift, and the remaining 30 minutes not taken for lunch may then be used to leave work 30 minutes earlier, but in no event shall the workday be reduced below 10 hours.

12.00 Work Schedules

Sworn/Nonsworn Members:

The parties recognize the negative impact of fatigue on individuals' ability to engage in effective policing and the progressive impact of fatigue on decision making and understand mandatory rest periods and limits on the number of consecutive hours spent on duty are a tool in mitigating fatigue.

a. Maximum Work Hours in a Twenty-Four Hour Period

Under normal circumstances, employees should be limited to sixteen (16) hours of work in a twenty-four (24) hour period. However, where necessary,

employees may work up to eighteen (18) hours in a twenty-four (24) hour period in nonemergency situations. Any work beyond sixteen (16) hours in a twenty-four (24) hour period must be approved by a watch commander and/or Lieutenant. Work beyond eighteen (18) hours in a twenty-four (24) hour period will only occur under exigent circumstances.

Employees will not normally be permitted to work more than one day in excess of sixteen (16) hours in a single workweek.

b. Mandatory Rest Periods

Except in exigent circumstances, employees must have a minimum of eight (8) consecutive hours off duty after completing their last regular or overtime shift of the 24-hour period. It is the employee's responsibility to monitor their hours and to notify their supervisor, watch commander, and/ or Lieutenant if they anticipate that they will exceed the daily limit or if an overtime assignment will result in a mandatory rest period that impinges on a regularly scheduled shift.

If the City requires an employee to work an assignment that results in his or her having less than eight (8) hours off duty between shifts, the City will pay the employee at straight time for that portion of the rest period that occurs during time when the employee would normally be scheduled to work. However, if an employee works a voluntary overtime assignment that results in his or her having less than eight (8) hours off duty between shifts, the employee must use vacation or compensatory time for that portion of the rest period that occurs during time when the employee would normally be scheduled to work. An employee will return to work to complete his/her normal workday if there is any time remaining after the eight (8) hour rest period is completed. If the employee chooses not to complete his/her work shift, the hours shall be charged to vacation or compensatory time.

The use of vacation and compensatory time under this section shall be subject to supervisory approval. If the leave is not approved, the employee will not be permitted to work the voluntary overtime assignment.

c. Supervisory Authority

Individual employees shall be responsible for ensuring that they get adequate rest between shifts. Supervisors shall have the authority to send an employee home if they believe that fatigue is negatively impacting the employee's ability to adequately perform his or her function. In the event a supervisor sends an employee home due to fatigue resulting from voluntary

overtime shifts (i.e., overtime shifts which result in multiple days where 16 or more hours are worked in a workweek), the employee will be required to use their own leave for the completion of his or her shift. However, if a supervisor sends an employee home due to fatigue resulting from mandatory overtime, the time off will be covered by City-paid authorized leave.

Examples:

Officer A works a 10 hour shift and is off duty at 1530 hours. He/she may sign up for a subsequent overtime shift that starts at 1830 hours as long as the shift is six hours or less. If the overtime shift is more than six hours long, Officer A must obtain supervisory approval.

Officer B works a 12.5-hour shift and is off duty at 1800 hours. He/she may sign up for an overtime shift at 1830 hours, as long as the shift is 3.5 hours or less (5.5 hours or less with supervisory approval).

After completing the overtime shifts as noted above, both Officer A and Officer B must have eight hours of rest time before starting a subsequent shift of any length. Under these examples, the Officers must use their own leave to meet the eight-hour break requirement and a supervisor must approve this leave in advance.

Officer C works a 12.5-hour shift and is off duty at 1800 hours. He/she signs up for a concert that starts at 1700 hours. He/she can then work from 1700 hours to 2230 hours (5.5 hours) with supervisory approval. This meets the 18 within 24-hours requirement. To meet the eight-hour break requirement, Officer C must use one hour of his/her own leave and start his/her next shift at 0630 hours. This requires preapproval of his/her supervisor.

Officer D works a regular 10-hour shift followed by critical incident (SWAT callout) that lasts 8 hours, ending at 1300 hours. Officer D is scheduled to begin a subsequent patrol shift at 1500 hours. Officer D must be given a break totaling 8 hours; therefore, his/her start time will be 2100 hours. The six (6) hours from 1500 hours to 2100 hours will be City-paid authorized leave.

Sworn Members, Patrol:

1. For sworn uniformed personnel assigned to Patrol, adopt a work schedule which is based on either 10- or 12.5-hour workdays. For 10-hour days, the individual will work for four days during a week. For 12-1/2-hour days, individuals will work three days during the week, leaving 10 additional hours to be worked over the course of a twenty-eight (28) day period. These

10 hours will be worked either in a training capacity or working in Patrol while another Patrol team trains.

2. In the case of a disaster, the Police Department will ultimately move to an alternate schedule similar to what was proposed for Homeland Security. A schedule of 12 hours on and 12 hours off for all of Patrol with first consideration for time off made for those employees who were on shift when a particular incident occurred. This is a standard procedure regardless of the shift schedule being worked. This is a very rare occurrence and, by its nature, the Police Department must have the ability to have personnel work extended hours during significant emergencies. Should such an incident occur, scheduling would be at the discretion of the Command Officer in charge.
3. For purposes of calculating FLSA overtime, the combined 10-/12.5-hour schedule shall be based on working one hundred sixty (160) hours during a twenty-eight (28) day, four (4) week cycle. During this cycle, personnel shall be scheduled for 12.5-hour shifts and work 37.5 hours for three weeks and 47.5 hours for one week.
4. Personnel will either work; use vacation, sick, or compensatory time balances; or use a combination of actual hours worked and leave usage to meet the number of hours scheduled for each shift.
5. Issues such as late calls and reports, watch coverage, compensatory time and vacation time off, shift exchanges, meal relief, and breaks shall be handled at the direction and discretion of the team Sergeant.
6. Vacation and sick days earned are based upon eight (8) hour days as defined in the current Memorandum of Understanding. Personal Leave Day will total ten (10) hours per calendar year. The overtime rate shall be computed based on the employee's hourly rate. Vacation and sick leave used will be taken on an hour-for-hour basis.
7. Personnel wishing to exchange shifts may do so only with the approval of the involved team supervisors. Personnel working 10-hour shifts should arrange shift exchanges with other personnel working 10-hour shifts. Personnel working 12.5-hour shifts should arrange shift exchanges with other personnel working 12.5-hour shifts. In the event an individual working a 12.5-hour shift wishes to arrange an exchange with an individual working a 10-hour shift, the individual originally working the 12.5-hour shift must use 2.5 hours of compensatory time or vacation leave to make up the difference when working a 10-hour shift. The individual originally working the 10-hour

shift may work only 10 hours of the normally scheduled 12.5-hour shift. No overtime will be authorized to facilitate a shift exchange. All shift exchanges must occur within two (2) pay periods. Employees' timecards reflect the actual hours worked, and it is noted when an exchange occurs and with whom.

8. Employees normally assigned to a 10- or 12.5-hour shift while working Patrol may be reassigned to a different schedule when they are injured or when they are scheduled for training, special, or light-duty assignments or other specific details. When this occurs, Officers may be required to use compensatory time or vacation time or work additional hours to make up for the difference between the originally scheduled shift and the modified shift. The department head may grant authorized leave as set forth in the City's Personnel Rules and Regulations, Section 8.04. Specifically authorized leave may be granted to attend professional conferences and meetings, training classes, or to participate in some form of approved activity in the interest of the City.
9. Those in the Field Operations Division positions which are not specifically assigned to a Patrol watch, which could include, but are not necessarily limited to, Motorcycle Traffic Officers or Canine Officers, could be administratively assigned schedules by the Field Operations Division Commander that are necessary for department needs.
10. The process for selecting shifts for the combined 10-/12.5-hour schedule shall follow the guidelines set forth in Section 12.01 of the current Memorandum of Understanding.
11. The Police Department administration will verify that all personnel governed by this Memorandum of Understanding have worked or used leave to meet the required 160 shift hours during each twenty-eight (28) day cycle, as required in 29 U.S.C. Section 207(k).
12. The combined 10-/12.5-hour schedule may be altered or changed at any time at the discretion of the Police Chief through a meet-and-confer process.
13. All employees on the 12.5-hour schedule are tracked by the Police Department. It is the Police Department's policy to change schedules only at the end of a twenty-eight (28) day period. If, due to departmental need, a change in schedule occurs outside of this period, then the employee will either make up time (if they are short) or will be granted authorized leave if they are over.

14. It is the employee's responsibility to track those shift exchanges with direct supervisor oversight.
15. If a schedule changes prior to twenty-eight (28) days, the Police Department will monitor these changes in schedules and record if an employee owes hours or is entitled to overtime pay.
16. The City of Mountain View or the POA reserve the right to revert back to the prior schedule of a forty (40) hour workweek with four (4) 10-hour days.

Examples for Sworn Unit:

A Police Officer is assigned to a Patrol team that normally works Monday through Thursday from 2030 hours to 0630 hours. The Police Officer is required to attend training on Thursday morning at 0800 hours. The Police Officer will work his/her normal shift on Tuesday night, getting off Wednesday morning at 0630 hours. The Police Officer will be allowed a nine (9) hour rest period and will be required to return to work at 1530 hours. The Officer will work until 2300 hours on Wednesday evening, therefore, adjusting his/her shift. The remainder of the required hours will be granted in authorized leave. The Police Officer will be given another nine (9) hour rest period before attending the training Thursday morning.

A Police Officer is assigned to a Patrol team that normally works Friday through Sunday from 1800 hours to 0630 hours. The Police Officer is required to attend training on Monday morning at 0800 hours. The Police Officer will work his/her normal shift on Saturday night, getting off on Sunday morning at 0630 hours. The Police Officer will be allowed a nine (9) hour rest period and will be required to return to work at 1530 hours. The Officer will work until 2300 hours on Sunday evening, therefore, adjusting his/her shift. The remainder of the required hours will be granted in authorized leave. The Police Officer will be given another nine (9) hour rest period before attending the training Monday morning.

Nonsworn Members:

Represented members shall work varying schedules as required by the work assignment (8-hour days, 10-hour days).

1. Each employee shall be entitled to two (2) rest periods of 15 minutes each during his/her normal workday. The first rest period shall occur during the first half of his/her work shift; the second rest period shall occur during the second half of his/her work shift. After each four (4) hour segment of

overtime, an employee shall be granted an additional fifteen (15) minute rest period. Rest breaks shall be considered paid work time.

2. Rest Periods Between Workdays: Employees shall be given a nine (9) hour rest period between workdays. If the rest period included time that the employee would normally be scheduled to work, that time will be paid by the City as straight time.
3. Employees who have duty-free meal periods will not be compensated for that meal period. Employees who are required to be on-call are entitled to a thirty (30) minute paid meal period each shift but shall be available for immediate recall and assignment during this period.
4. Employees assigned to the Records Division, and entitled to a thirty (30) minute paid meal period, may request to leave the work site during this meal period to pick up a meal. This request must be made by a member's immediate supervisor within a reasonable period of time. The supervisor retains the discretion to grant this request based on operational needs and appropriate staffing levels.
5. Employees shall be entitled to an additional thirty (30) minute meal period after each five (5) hour segment of overtime worked.

12.01 Shift Rotations

Field Operations Division:

On or about the second week of February of each year, all personnel assigned to the Field Operations Division will participate in shift sign ups for three 4-month trinaries. The trinaries will normally begin on or about January, May, and September. The start and end dates for the trinaries as well as the date of the shift sign up may be modified to address operational issues such as retirement, promotions, or hires that would affect the bid process.

The use of seniority to bid for shift assignments shall occur only once annually, unless upcoming personnel changes necessitate the need to bid only one or two trinaries in order to accommodate those changes. Such changes generally involve movement to or from Field Operations by personnel due to retirements, specialty position selection and rotation, or other significant changes and assignments. In the event the shift bid is modified to include only one or two trinaries, the shift bid process will occur on or about sixty (60) days prior to the start of a new trinary.

Officers participating in the bid process must be assigned to the Field Operations Division at the time of the bid or must have a commitment to a field operations assignment on the beginning date of the shift change. All assignments that are made mid-trinary or not during a scheduled shift bid process, such as those to fill vacancies and assignments, will be at the prerogative of management.

Unless there is an operational need, vacation selections will occur simultaneous to the shift selection process for the deployment periods of the bid.

If there is an “operational need,” or in the event of unusual or unexpected occurrences, which may occur at any time during a trinary and which can disrupt normal staffing patterns, management shall have the authority to make administrative reassignments as necessary to correct staffing or scheduling problems. Management will strive to keep personnel within their preferred choice if it can reasonably do so. When such exigencies occur, management will strive to return impacted employees back to their normal schedule as soon as practical.

Those Field Operations Division positions which are not specifically assigned to a patrol watch, which could include, but are not necessarily limited to, Motorcycle Traffic Officers and Canine Officers, will be administratively assigned schedules by the Field Operations Division Captain, with the input of the unit or program supervisor.

Support Operations Division:

Represented employees assigned to Support Operations will, with the approval of their supervisor, have the opportunity to work a flexible schedule. This flexible work schedule will be designed to meet the needs of the employee’s workload, community needs, departmental needs, and employees’ needs. Employees are to work a 40-hour week consisting of either five 8-hour days or four 10-hour days, or other combination as agreed to between the employee and his/her supervisor. Officers are expected to modify their schedules to address court appearances, special investigations, work-related meetings, or other work-related types of activities whenever a week or more notice is given. Under extraordinary conditions, management will have the right to change work schedules as needed; however, work schedules will not be changed to avoid overtime. On a case-by-case basis, one or more of the positions affected may be modified back to a normal five-day workweek to meet specific community needs.

Definitions:

“Operational needs,” as used herein, is understood to mean a departmental need to deploy personnel assigned to certain functions/ specialties or those actively involved in training. Those specific personnel shall include, but are not limited to, Field Training Officers, employees in training or those who have just completed training, probationary members, and members of the Special Weapons and Tactics Team (SWAT) or Hostage Negotiators (HNT).

Operational needs include avoiding a concentration of those personnel on shifts where the objectives of the respective programs would be frustrated and adversely impact Police Department operations. Operational need also includes placing individuals on certain shifts due to performance deficiencies or for purposes of progressive discipline. In addition, “operational need” could include separating individuals who had pronounced conflicts so severe as to present legal, practical, or law enforcement problems. Finally, “operational needs” could also include a departmental need to address emergencies or other exigent circumstances which, if not addressed, could pose legal, practical, or law enforcement problems.

12.02 Paid Workout Hour

Over the term of the MOU, the parties agree to create a Labor-Management Committee to discuss the feasibility of implementing a paid workout hour.

13.00 Association Time

Effective July 1, 2001, the City will convert four (4) vacation hours from each represented (POA and NPOA) member’s leave and deposit the value of this into a separate fund at the beginning of each fiscal year. This fund will be used to pay the costs of association board member(s) attending association activities. This program is restricted to 520 hours association leave per fiscal year or the dollar amount remaining in the fund. Budgetary authority to charge time to this account resides with the Police Chief and the total hours will be tracked by the Police Department’s Executive Assistant. At the end of the fiscal year, the City will zero out the account and refund any unused moneys to the association.

14.00 Reduction in Force (Layoff) Policy

Purpose:

To establish layoff procedures to be implemented when the City determines that a reduction in force is to occur because of a material change in duties or organization or because of a shortage of work or funds in the department or the City. It is understood that the preferred means of reducing staff is through attrition. The City agrees to meet with the POA to discuss alternatives to layoff and go over the impact of the layoff.

Policy:

1. Order of Layoffs. When one or more employees in the same classification are to be laid off, the order of layoffs shall be as follows:
 - a. Provisional employees in inverse order of seniority;
 - b. Probationary employees in inverse order of seniority; and
 - c. Permanent employees in inverse order of seniority.
2. Definition of Seniority. Seniority shall be determined by continuous service in the Mountain View Police Department calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, or retirement. Time served as a probationary employee and/or as a provisional employee in a permanent position shall be included in determining seniority. Time served as an hourly employee shall not be included in determining seniority. Time served as a permanent part-time employee will be converted to a full-time equivalent for purposes of determining seniority. For example, a 10-year permanent half-time employee's service would be converted to the equivalent of five (5) years of service.

Ties in seniority shall be determined as listed on the Police Department's official seniority list. Seniority shall be retained but not accrued during any approved unpaid leave of absence.

If an employee with five or more years of service with the City of Mountain View Police Department terminates from City service and returns within one year from the date of separation to the Police Department, previous years of service with the City's Police Department will be counted toward seniority for the purposes of layoff only.

3. Notification of Layoff. Employees to be laid off shall be given written notice of such action at least 30 calendar days before the effective date of the layoff. The City will notify the POA at the same time as it notifies the employee of layoff.

Within 15 calendar days of notification of layoff, employees who wish to be reassigned in lieu of layoff will notify the City of their intention to exercise one of the options as outlined in Section 4 (Reassignment) or Section 5 (Displacement – Bumping).

4. Reassignment. In lieu of layoff, the City may offer employees whose positions are subject to elimination the opportunity to transfer to a vacant position in the City without having to go through a testing process. The employee must possess the required education, experience, and training or a demonstrated ability to perform the job duties.
5. Displacement (Bumping). Employees identified for layoff who have seniority (bumping) rights to equal or lower-paying classifications within the representation unit must declare their intention to exercise these rights at least 14 calendar days prior to layoff. Otherwise, bumping rights will automatically terminate. In addition, employees exercising the right to a lower classification shall be required to sign a voluntary demotion form. Bumping shall not occur outside the division that the employee is employed in except that an employee subject to layoff who, during the 36-month period immediately previous to layoff date, held other classifications anywhere in the representation unit shall be allowed to exercise seniority to bump employees in such other classes. To successfully bump, the employee must be fully qualified, trained, and capable of performing all the work of the new classification and must have held position with permanent status in the service of the City of Mountain View.
6. Reinstatement to Reemployment Eligibility List. Employees on layoff shall be recalled in order of seniority providing that those recalled have the demonstrated ability and qualifications to perform available work as determined by the City.

Employees accepting a voluntary demotion shall be placed on an appropriate eligible list for reinstatement to the rank(s) from which they were demoted.

Placement on the eligible list and reinstatement to the position shall be in inverse order to which demotion occurred. Such eligible lists shall be:

- a. In effect for 36 months.
- b. Take precedence over any existing or new eligible list.

Reinstatement to the rank from which they were demoted shall be made only if the employee continues to demonstrate the ability and qualification to perform the higher level as determined by the City. Performance in an acting position and satisfactory maintenance of the required skill level shall make the employee eligible for reinstatement beyond the 36-month period. This eligibility shall be at the discretion of the Police Chief.

The employee will be eligible for prior sick leave accruals (providing the employee did not receive cash payments in lieu of same) and vacation accrual rate and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit accrual or seniority, nor would the employee be eligible for benefits during the period of time of actual layoff (except as provided to other terminated employees under current City policy and those guaranteed by law).

15.00 Americans with Disabilities Act

The City reserves the right to take all necessary actions to comply with the Americans with Disabilities Act and other State and Federal laws protecting disabled employees, including determining the need for defining and making available reasonable accommodations to disabled employees who are otherwise qualified to perform the essential functions of their position. The City agrees to meet and confer with the POA to discuss any actions which impact wages, hours, and other terms and conditions of employment of any member of this bargaining unit.

The City and POA agree that the provisions of this agreement shall be applied equally to employees covered herein without favor or discrimination because of physical or mental disability, unless such favor shall be a bona fide occupational qualification for a position or such action is required to comply with Federal or State law.

16.00 Management Rights

In order to ensure that the City shall continue to carry out its safety and protection services functions and responsibilities to the public as imposed by law, and to maintain efficient and responsive Police and safety provisions for the citizens of the City of Mountain View, the City continues to reserve and retain solely and exclusively all rights, including, but not limited to:

1. Determine Police Department policy, including the right to manage the affairs of the Police Department in all respects.
2. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain members of the Police Department.
3. Relieve members of the Police Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive, in accordance with City rules and regulations.
4. Determine standards and levels of services to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation, and overall budgetary matters, including, but not limited to, the right to contract or subcontract any work, services, or operations of the Police Department.
5. Determine the appropriate job classifications, organizational structure, and personnel by which Police Departmental operations are conducted.
6. Determine the size and composition of the Police Department, assign members of the Police Department, and establish work schedules and assignments.
7. Determine issues of public policy and control the overall mission of the Police Department.
8. Maintain and improve the efficiency and effectiveness of the Police Department.
9. Take any and all necessary actions to carry out the mission of the Police Department in emergencies.
10. Establish performance standards for members of the Police Department, including, but not limited to, quality and quantity standards.

11. Take whatever other actions may be necessary to carry out the wishes of the City and public, and for Police protection not otherwise specified above.
12. Establish and promulgate rules, regulations, policies, and procedures relating to productivity, efficiency, and procedures designed to comply with applicable judicial decisions and legislative enactments and to require compliance therewith.

Where required by law, the City agrees, prior to implementation, to meet and confer with the POA over the impact of the exercise of a management right upon the wages, hours, and other terms and conditions of employment of its members unless the impact/consequences of the exercise of a management right upon POA members are provided for in the Memorandum of Understanding, City rules and regulations, or departmental rules and regulations.

17.00 No-Strike Provision

Prohibited Conduct:

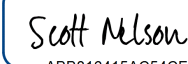
1. The POA, its officers, agents, representatives, and/or members agree that during the term of this Memorandum of Understanding, they will not call, engage in, or condone any strike, walkout, work stoppage, job action, slowdown, sick-out, blue flu, withholding of services, or other interferences with City operations; or honor any job action by any other employee of the City, or any other employers, by withholding or refusing to perform services.
2. Any employee who participates in any conduct prohibited in Paragraph 1 above shall be subject to termination by the City.

18.00 Effective Date, Duration, and Agreement

The Agreement will become effective July 1, 2020. The Agreement will terminate at 12:01 a.m. on June 30, 2021. Principals agree to the terms of this Memorandum of Understanding.

When approved by the Mountain View City Council, this Agreement is the entire agreement of the parties, and there are no other agreements or contracts except as set forth in this Agreement. This Agreement may not be modified except by amendment agreed to by both parties and approved by the Mountain View City Council.

MOUNTAIN VIEW POLICE OFFICERS ASSOCIATION

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 Date: 6/22/2020 | 5:36 AM PDT

Scott Nelson, President
 Mountain View Police Officers Association

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 Date: 6/16/2020 | 8:39 AM PDT

Frank Rivas, Police Sergeant

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 Date: 6/1/2020 | 9:01 AM PDT

Eric Nelson, Police Officer

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 Date: 6/3/2020 | 10:50 AM PDT

Jodie Pierce, Community Service Officer

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 Date: 5/27/2020 | 12:31 PM PDT

Cheryl Schiele, Business Representative, ERS, Inc.

CITY OF MOUNTAIN VIEW

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 Date: 5/29/2020 | 2:02 PM PDT

Audrey Seymour Ramberg, Assistant City Manager

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 Date: 5/29/2020 | 1:45 PM PDT

Saul Jaeger, Police Captain

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 Date: 6/22/2020 | 9:21 AM PDT

Lindsey Bishop, Senior Human Resources Analyst

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 Date: 6/22/2020 | 9:08 AM PDT

Charles Sakai, Founding Partner
 Sloan Sakai Yeung & Wong, LLP

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