

MEMORANDUM OF UNDERSTANDING
BETWEEN
TEAMSTERS UNION LOCAL 856
AND
THE CITY OF MENLO PARK



January 1, 2009 to June 30, 2011

PREAMBLE

This Memorandum of Understanding is reached between the City of Menlo Park (“City”) and the Teamsters Union Local 856 (“Teamsters, Local 856”), representing the classification of Sergeant within the City’s Police Department. The parties have reached this Memorandum of Understanding following meeting and conferring in good faith as required under Government Code Sections, 3500, et seq. Existing practices and/or benefits which are not referenced in this Memorandum and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

The parties agree as follows:

ARTICLE 1: TERM

The term of this Memorandum shall be January 1, 2009 to June 30, 2011.

ARTICLE 2: PAY RATES AND PRACTICES

2.1 Overall Wage Adjustment

Effective January 4, 2009, the salary schedule for officers in the representation unit shall be increased by three percent (3.00%), as set forth in Appendix A-1 to this document. Appendix A-1 also includes the adjustment contained in Section 2.10.

Effective July 5, 2009, the salary schedule for officers in the representation unit shall be increased by six percent (6.00%) as set forth in Appendix A-2 to this document.

Effective January 3, 2010, the salary schedule for officers in the representation unit shall be increased by two percent (2.00%) as set forth in Appendix A-3 to this document.

Effective July 4, 2010, the salary schedule for officers in the representation unit shall be increased by three percent (3.00%) as set forth in Appendix A-4 to this document.

Effective January 2, 2011, the salary schedule for officers in the representation unit shall be increased by three percent (3.00%) as set forth in Appendix A-5 to this document.

2.2 POST Incentive

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

Unit members who possess a Peace Officer Standards and Training (POST) advanced certificate shall receive a seven and one-half percent premium in accordance with the

current practice. Effective July 5, 2009, unit members who possess a Peace Officer Standards and Training (POST) advanced certificate shall receive a ten percent (10%) premium in accordance with the current practice.

2.3 Overtime

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

2.4 Call Back Pay

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

2.5 Management Benefit Package

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

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

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

- (f) Optical expenses not reimbursed by any other source

(g) Child Care expenses:

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

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

(i) City Recreation Programs

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

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

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

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

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

2.6 Uniform Allowance

All unit members shall receive the sum of Nine Hundred Ten Dollars (\$910.00) per year to be used for the purchase and maintenance of uniforms. Said amounts shall be paid on the twenty-fifth pay period. The City will pay the initial cost of a class A uniform for all unit members.

Effective with payments made after July 4, 2010, all unit members shall receive the sum of One Thousand Forty Dollars (\$1,040.00) per year to be used for the purchase and maintenance of uniforms. Said amounts shall be paid on the twenty-fifth pay period.

2.7 General Leave Cashout

A unit member may once each fiscal year cash in up to one hundred and twenty (120) hours per year provided a minimum balance of one hundred (100) hours of general leave is maintained.

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

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

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

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

2.8 Compensatory Time

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

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

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

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

2.9 Continuing Benefits

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

2.10 Compression Adjustment

Effective January 5, 2009, the salary schedule for officers in the representation unit shall be increased by three and nine-tenths percent (3.90%) to adjust for compression between the ranks of Police Officer and Police Sergeant. Such increase shall be in addition to the increase contained in Section 2.1.

2.11 Bilingual Differential

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

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

2.11.3 Bilingual skills shall not be a condition of employment except for officers who are hired specifically with that requirement. If an officer is hired under this provision, that requirement shall be included in the initial employment letter.

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

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

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

2.12 On-Call Pay

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

2.13 Vehicle Allowance

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

2.14 Night Shift Differential

Effective July 5, 2009, for unit members assigned to patrol, the City shall pay a shift differential of two percent (2.00%) for regular assignment to night shift. The shift differential shall not be paid on any regularly assigned schedule worked which includes day or swing shift.

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

2.15 Longevity Pay

Effective July 4, 2010, unit members who have achieved levels of continuous service as a full time sworn police officer with the City of Menlo Park, and who have received annual performance reviews with overall ratings of “meets standards” or above shall be eligible to receive the following:

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

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

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

2.15.4 The first pay period after completing twenty (20) years of service: eight percent (8.00%) calculated upon base pay.

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

ARTICLE 3: LEAVE PROVISIONS

3.1 Leave of Absence

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

ARTICLE 4: GENERAL LEAVE PROGRAM

4.1 Accrual of General Leave is as follows:

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

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

- 4.2 Upon separation from City service accrued general leave up to the maximum may be converted to cash. The amount shall be calculated on the base hourly rate of the

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

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

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

- 4.3 The City shall provide disability leave after the 30th consecutive working day of an illness or disability until the Long Term Disability plan takes effect.
- 4.4 Sworn personnel shall be granted leave with pay for a disability caused by illness or injury arising out of and in the course of his/her employment, in accordance with Section 4850 of the Labor Code of the State of California.
- 4.5 Double Coverage. Workers who qualify for the retirement health credit conversion may elect double coverage at the rate of two (2) units for every month of paid health insurance.
- 4.6 Family Coverage. Workers who qualify for the retirement health credit conversion may elect family coverage at the rate of three (3) units for every month of paid health insurance.
- 4.7 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist officers who have exhausted sick leave due to a catastrophic illness, injury or condition of the worker. This policy allows other workers to make voluntary grants of time to that worker so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

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

The Personnel Division will discuss with the Teamsters or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to the Personnel Division and Personnel will process the contribution list in the order established. Any officer shall be allowed to contribute a maximum of eighty (80) hours of sick leave from their accrued sick leave balance to another full-time or permanent part-time worker in the City who is suffering from a catastrophic illness and has exhausted his or her own sick leave, provided, however, they have maintained a positive sick leave balance of forty (40) hours or more following the donation. Once the contribution is made it cannot be rescinded.

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

ARTICLE 5: PHYSICAL FITNESS

No Smoking Areas

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

ARTICLE 6: BENEFIT PROGRAMS

6.1 Cafeteria Plan

6.1.1 Each active and retired employee shall receive a City contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA).

6.1.2 Effective with the first pay period after ratification of this Agreement by the parties, each active employee shall be allocated an amount, inclusive of the City contribution specified in Section 6.1.1, to be used to purchase qualified benefits as described in this Section. The amount shall be allocated to each worker according to the health benefits selected, as follows:

\$1,427.48 per month	-	family coverage
\$1,101.14 per month	-	two person coverage
\$550.57 per month	-	single person coverage
\$154.68 per month	-	no coverage

6.1.3 Effective with the implementation of cafeteria plan years 2010 and 2011, the City will increase the allocated amount contained in 6.1.2 by eighty-five percent (85%) of the highest PEMHCA HMO premium increase of HMO

plans available to the Bay Area/Sacramento area. The employee will be responsible for any remaining premium in excess of the allocated amount.

- 6.1.4 Each officer may use his/her allocated amount for:
- a. PEMHCA health insurance coverage;
 - b. any personal medical, dental and vision care expenses not covered by the City's plans, including but not limited to deductibles, copayments, medication and medical equipment;
 - c. supplemental life insurance through the City's supplemental life carrier up to the maximum amount allowed by the carrier;
 - d. child care expenses not otherwise reimbursed by the City
 - e. contributions to a City offered deferred compensation plan.
- 6.1.5 If any worker spends less than the total of his/her allocated amount above the minimum employer contribution in 6.1.1, then the worker will be entitled to the unused amount in cash as taxable income, subject to appropriate tax withholding.
- 6.1.6 Each employee must enroll in an available PEMHCA health insurance plan or demonstrate that he/she has health insurance coverage equivalent to the PEMHCA plan in order to receive cash back under Section 6.1.3.
- 6.1.7 Surplus funds remaining at the end of the year will revert to the City's General Fund.
- 6.1.8 Unit members who wish to have domestic partners covered under the cafeteria plan may do so after filing the "Declaration of Domestic Partnership" form with the California Secretary of State and complying with any other requirements necessary to qualify for domestic partner health benefits under PEMHCA. It is understood that the premiums and benefits provided as a result of covering domestic partners may be taxable, and that the City will administer the program in accordance with State and Federal Tax regulations.
- 6.1.9 The parties share an interest in addressing the increase in the cost of PEMHCA benefits. To that end, the parties agree that the City may contract with different health benefit providers, consortia, or groups to provide health coverage that is equivalent to that provided under PEMHCA.
- If either the benefits provided or the rate structure in place between active and retired employees is not equivalent to that provided under PEMHCA, then the City shall meet and confer with the Union prior to contracting with the alternate provider, consortia or group. However, Teamsters, Local 856 shall have the option to remain in the PEMHCA program.

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

6.2 Dental Insurance

- 6.2.1 Effective with the first pay period after ratification of this Agreement by the parties, the City shall contribute One Hundred Twenty-Five Dollars (\$125.00) per unit member per month for the dental and vision program.

Effective July 1, 2009, the City shall contribute One Hundred Thirty (\$130.00) per unit member per month for the dental and vision program.

Effective July 1, 2010, the City shall contribute One Hundred Thirty-Five Dollars (\$135.00) per unit member per month for the dental and vision program.

- 6.2.2 For purposes of dental and vision reimbursement, claims periods shall run from January 1 to June 30 and from July 1 to December 31. The maximum reimbursement for a claim period shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) for a unit member and Nine Hundred Dollars (\$900.00) for a unit member's dependents or domestic partner.

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

- 6.2.3 On presentation of the City's Dental Reimbursement Form accompanied by appropriate receipts, unit members will be reimbursed for dental expenses not covered by other insurance plans or other reimbursement plans. Such reimbursement requests shall be processed once every two (2) months.

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

- 6.2.4 Reimbursement requests exceeding the minimum entitlement shall be paid with any funds remaining in the plan, in the following order:

(a) unit member claims paid on a pro rata basis up to the maximum specified in Section 6.2.2 above;

(b) dependent or domestic partner claims paid on a pro rata basis up to the maximum specified in Section 6.2.2 above.

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

- 6.2.5 The final filing date for dental claims shall be ten (10) days after the end of the claims filing period during which the dental expenses were incurred.
- 6.2.6 The plan description shall be as set forth in Appendix B.
- 6.2.7 The City shall provide Teamsters, Local 856 with a financial report detailing account activity each claims period.
- 6.2.8 The City agrees to substitute the City operated dental program with an alternative dental plan at no increased cost to the City. The implementation of such alternative dental plan shall be accomplished through the meet and confer process.
- 6.2.9 Domestic partner benefits may be taxable to the employee, and the benefit will be administered in accordance with State and Federal Tax regulations.

6.3 Pagers

The City will provide all members with pagers. Acceptance of the pager by the member constitutes an agreement to use the pager as prescribed in department operating policies.

ARTICLE 7: HOLIDAYS

- 7.1 Except as otherwise provided, unit members within the representation unit shall have the following fixed holidays with pay:

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

One full day either December 24 or December 31

- 7.1.1 Designation of which one full day on either December 24 or December 31 is taken off shall be made by the Police Chief, considering the needs of the service and the officer's desires.
- 7.1.2 In the event that any of the aforementioned days, except December 24 or 31, falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday. In the event that December 24 and 31 fall on a Sunday, then the preceding Friday will be designated for purposes of the full holiday.
- 7.1.3 Work on a Fixed Holiday. Any employee required to work on a fixed holiday and in addition to regular hours shall be paid time and one-half for such work in addition to his or her holiday pay. Work on a fixed holiday beyond the number of hours in a regular shift shall be compensated at double time. Holiday pay shall be reported in accordance with PERS requirements.

ARTICLE 8: RETIREMENT PROGRAMS

8.1 Retirement Plan

Effective June 25, 2006 retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 3% at age 50 Formula.

8.2 Optional Provisions

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

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

8.3 City's Contribution to Retirement

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

8.4 Unit Member's Contribution to Retirement System

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

Effective July 1, 2000, the City will implement Employer Pick-up, Internal Revenue Code 414 (h) (2) on the employee's contribution to the Public Employees' Retirement System.

8.5 Single Highest Year Retirement Option

Single highest year under the Public Employees' Retirement System (PERS) benefit shall be provided to the membership.

8.6 Honorary Retirement

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

8.6.2 A unit member shall be given a retirement badge and identification card.

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

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

ARTICLE 9: WORKING CONDITIONS

9.1 Alternative Work Schedules

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

9.1.1 4/10 Work Schedule

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

9.1.2 4/11 Work Schedule

A 4/11 work schedule is defined as eleven (11) hours per day worked in four consecutive days totaling one hundred fifty four (154) hours in a twenty-eight (28) day cycle. An accumulation of seventy-eight (78) hours of debit time per officer shall accrue annually.

Debit Time: Officers on the 4/11 work schedule annually accrue seventy-eight (78) hours of compensated time for hours they have not worked. This debit time must be used at a rate of twenty-six (26) hours during each shift rotation, which occurs every four (4) months. During each shift rotation, the time is to be used as follows:

Mandatory Usage – total of twelve (12) hours:

- 4 hours of Firearms training
- 4 hours of DTAC training
- 4 hours designated training or enforcement details

Optional Usage – total of fourteen (14) hours:

- Special Events
- Fitness
- Additional Enforcement Details
- Approved Community Outreach
- Open Shift Replacements

Fitness usage must take place in the City workout facility or may include walking or running in proximity to the City Hall Annex. Management will devise a monitoring procedure and will meet and confer with Teamsters 856 each shift rotation to monitor the progress of the program and make adjustments.

Management reserves the right to direct usage of “debit hours” for bona fide operational purposes with thirty (30) days notice.

Leave Accrual: The accrual rates for leave time for all employees participating in this plan shall remain at the current rate. There will be no special adjustments for working on a 4/11 schedule.

9.2 Adjustment to Schedule

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

9.3 Layoffs

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

9.4 Training

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

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 A "grievance" is defined as:

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

10.1.1.2 An appeal from a disciplinary action of any kind against a unit member covered by this Memorandum of Understanding.

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

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

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

10.2 General Provisions

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

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

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

10.2.4 Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the Teamsters, Local 856.

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

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

10.2.6 Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of Teamsters, Local 856, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the Memorandum: provided that the City shall not agree to the resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievance, the grievant may be represented at any stage of the grievance procedure by a representative of Teamsters, Local 856.

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

10.3 Procedure

10.3.1 Level I - Informal Resolution

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

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

10.3.2 Level II - Formal Written Grievance

10.3.2.1 If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Chief of Police within ten (10) days after the oral decision of the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.

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

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

10.3.3 Level III - Appeal to Personnel Officer

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

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

10.3.4 Level IV - Binding Arbitration

10.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Teamsters, Local 856 for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Teamsters, Local 856 shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Teamsters, Local 856 and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in cities. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

10.3.4.2 If either the City or the Teamsters, Local 856 so requests, a separate arbitrator shall be selected to hear the merits of any issues raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 10.3.4.1.

10.3.4.3 The arbitrator shall conduct and complete the hearing on the grievance, within sixty (60) days of the date of Teamsters Local 856 request for arbitration. The parties may mutually agree to extend that timeline. The parties shall file their post-hearing briefs within thirty (30) days of the close of the hearing and the arbitrator shall render a decision on the issue or issues submitted within thirty (30) days of the submission of the

briefs. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

10.3.4.4 The City and Teamsters, Local 856 agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power of authority to make any decision that requires the City or management to do an act prohibited by law.

10.3.4.5 In the event that this grievance procedure is used to challenge punitive disciplinary actions as provided in Article 10.2.7 above, the City and Teamsters, Local 856 agree that the arbitrator shall prepare a written decision containing findings of fact, determinations, of issues and a disposition either affirming, modifying or overruling the punitive disciplinary action being appealed. The parties expressly agree that the arbitrator may only order as remedies those personnel actions which the City may lawfully impose.÷

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

10.3.4.7 The fees and expenses of the arbitrator shall be shared equally by the City and Teamsters, Local 856.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.

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

enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE 11: RECOGNITION

Teamsters, Local 856 is the exclusive recognized organization representing employees in the classification of Police Sergeant in their employer-employee relations with the City of Menlo Park, and Teamsters, Local 856 has been certified by the City of Menlo Park as the duly recognized employee organization of said employees. Teamsters, Local 856 requires proper and advance notification on all matters that fall into the meet and confer process.

ARTICLE 12: SEPARABILITY

- 12.1 If a court of competent jurisdiction finally determines that any provisions of this Memorandum is invalid and unenforceable, such provisions shall be separable, and the remaining provisions of the Memorandum shall remain in full force and effect.
- 12.2 If any provisions of this Memorandum of Understanding are found invalid by a court of competent jurisdiction as a result of Proposition 61, known as the “California Fair Pay Amendment” (1986) or any other initiative which would restrict compensation of benefits under this Agreement, the City and the Teamsters, Local 856 will meet and confer regarding substitute benefits for those lost due to such ruling.

ARTICLE 13: EFFECT OF AGREEMENT

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

Dated _____

City of Menlo Park

Teamsters Union Local 856

Appendix B

DENTAL PLAN

ELIGIBLE UNIT MEMBERS

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

DEPENDENTS

Dependents will be covered according to Section 6.2.

Dependents shall be defined under this program as the unit member's spouse and his/her children up to the age to 23 provided they are more than 50% dependent upon the unit member for support.

MAXIMUM COVERAGE

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

REQUEST FOR REIMBURSEMENT

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

TERMINATION OF INSURANCE

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

COVERAGE

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

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

EXCLUSIONS AND LIMITATIONS

Covered dental expenses will not include charges:

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

FORMS PROCEDURE

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

Appendix C

Administration of Retirement Health Credits for Retirees

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

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

Current Practice

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

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

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

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