



1 North San Antonio Road  
Los Altos, California 94022-3087

**SIDE LETTER AGREEMENT #2**

November 6, 2024

Brian Werner, POA President  
Los Altos Peace Officers’ Association  
P.O. Box 1311  
Los Altos, California 94023

Dear Mr. Werner,

Pursuant to the provisions of the Meyers-Millias-Brown Act (“MMBA”), this Side Letter Agreement (“Agreement”) is entered into by and between the City of Los Altos (City) and the Los Altos Peace Officers’ Association (POA) as an amendment to the Memorandum of Understanding (“MOU”) effective March 27, 2023 through June 30, 2028 and the Side Letter Agreement #1.

POA and the City are collectively referred to herein as the “Parties” It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment shall remain in full force and effect.

The Parties have met and conferred in good faith on September 16, 2024, October 15, 2024, October 23, 2024, and October 29, 2024, concerning the terms and conditions of this Side Letter Agreement and its implementation and agree that the following sections will be replaced with additional language; Section 8. Salary, Section 9. Incentive Pay, Section 10. Special Assignment Pay, Section 11. Educational Pay, Section 17.12 Training / Travel Compensation, and Section 35. Term after Association ratification and subsequent Council approval of this Side Letter Agreement.

The Parties agree with the MOU updates as outlined in Appendix B.

For the City:

\_\_\_\_\_  
Gabriel Engeland  
City Manager

\_\_\_\_\_  
Date

For POA:

\_\_\_\_\_  
POA Representative

\_\_\_\_\_  
Date

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SECTION 8. SALARY

8.1 GENERAL SALARY INCREASE FOR 2023/2024: Effective the pay period that includes July 1, 2023, base salaries of all represented classifications shall be increased by five percent (5%).

~~8.2 MARKET SURVEY FOR 2025/2026: No later than September 2024, the City and the Association will meet to discuss appropriate comparator agencies and market criteria to include in the market compensation study. The study will evaluate total compensation to be in effect as of January 2025 and survey all classifications represented by the Association. The Parties will target sharing the completed market salary survey with the Council in March 2025.~~

8.2 GENERAL SALARY INCREASE FOR 2024/2025: Effective December 22, 2024, base salaries of represented classifications shall receive market adjustment increases as follows:

- Police Sergeant: 6.45%
- Police Corporal: 6.05%
- Police Officer: 5.15%
- Communications Supervisor: 5.05%
- Lead Communications Officer: 1.30%
- Communications Officer: 2.09%
- Crime Analyst: 9.20%
- Community Service Officer: 7.02%

8.3 GENERAL SALARY INCREASE FOR 2025/2026  
Effective 06/22/2025, Section 9.1 Longevity Premium Pay shall be converted to a base salary increase of 5% for represented classifications.

8.4 GENERAL SALARY INCREASE FOR 2026/2027: Effective the pay period that includes July 1, 2026, ~~base salaries of all represented classifications shall be increased by five percent (5%).~~ base salaries of represented classifications shall receive market adjustment increases as follows:

- Police Sergeant: 6.45%
- Police Corporal: 6.05%
- Police Officer: 5.15%
- Communications Supervisor: 5.05%
- Lead Communications Officer: 1.30%
- Communications Officer: 2.23%
- Crime Analyst: 9.20%
- Community Service Officer: 7.02%

8.48.5 LIMITED REOPENER FOR SALARY INCREASES FOR 2027/2028: Effective the pay period that includes January 1, 2027, the Parties agree to a limited reopener to this Agreement wherein the Parties agree to restrict the topics for

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negotiations to base salaries of represented classifications and two (2) other items proposed by the Association.

~~8.58.6~~ 8.58.6 LIMITED REOPENER FOR SALARY INCREASES FOR 2028/2029: Effective the pay period that includes January 1, 2028, the Parties agree to a limited reopener to this Agreement wherein the Parties agree to restrict the topics for negotiations to base salaries of represented classifications and two (2) other items proposed by the Association.

8.7 LIMITED REOPENER FOR SALARY INCREASES FOR 2029/2030: Effective the pay period that includes January 1, 2029, the Parties agree to a limited reopener to this Agreement wherein the Parties agree to restrict the topics for negotiations to base salaries of represented classifications and two (2) other items proposed by the Association.

~~8.68.8~~ 8.68.8 LUMP SUM PAYMENTS FOR CAREER MILESTONES:

- a) Commencing the first full pay period following Council approval of this Agreement and continuing thereafter, employees with three (3) years of public safety work experience (as defined in Section 9.1) shall receive a non-pensionable lump sum payment equal to five percent (5%) of base pay in the pay period following completion of their third year of work experience. Employees with more than three (3) years of work experience as of the first full pay period following Council approval shall receive the 5% lump sum payment in recognition of their prior public safety service and experience.
- b) Commencing with the pay period including July 1, 2025, and continuing thereafter, employees with seven (7) years of public safety work experience (as defined in Section 9.1) shall receive a non-pensionable lump sum payment equal to two and one-half percent (2.5%) of base pay in the pay period following completion of their seventh year of public service. Employees with more than seven (7) years of public safety work experience on July 1, 2025, shall receive the 2.5% lump sum payment in recognition of their prior service and experience.
- c) Commencing with the pay period including July 1, 2025, and continuing thereafter, employees with 10 years of public safety work experience (as defined in Section 9.1) shall receive a non-pensionable lump sum payment equal to two and one-half percent (2.5%) of base pay in the pay period following completion of their tenth year of public service. Employees with more than 10 years of public safety work experience on July 1, 2025, shall receive the 2.5% lump sum payment in recognition of their prior public safety service and experience (for a total of 5% Career Milestone Bonus).

8.78.9 Effective Date of Lump Sum Payments for Career Milestones: Each employee is singularly responsible for notifying Human Resources that they have prior years of public safety work related experience from another agency for determining Lump Sum Payments for Career Milestones. Lump Sum Payments for Career Milestones shall begin on the first full pay period following the employee's

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respective anniversary date or beginning the first full pay period after the employee provides notice to Human Resources that they have prior years of public safety work experience from another agency for determining Lump Sum Payments for Career Milestones, whichever is later.

Salary schedules for all represented classifications during the term of this Agreement are listed in Appendix A.

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### SECTION 9. INCENTIVE PAY

- 9.1 **LONGEVITY PREMIUM PAY:** Commencing with the pay period that includes July 1, 2024, the City will establish a Longevity Pay Premium for all represented classifications. All sworn employees that have at least five (5) years of sworn work experience under Penal Code section 830.1 shall receive an additional five percent (5%) of base pay and all miscellaneous employees that have at least five (5) years of work experience in their current job classification series (i.e., Communications Officer/Dispatch professionals or Community Service Officers) shall receive an additional five (5%) of base pay. This premium will be paid for all hours in paid status similar to other Special Assignment Pay premiums. Years of prior works experience in the job classifications series from other public agencies shall be included in the calculation of five (5) years of work experience.

Effective 06/21/2025, the Longevity Premium Pay for all represented classifications that qualify will cease. Instead, the 5% will be transitioned to base salary increases for represented classifications. See Section 8.3 GENERAL SALARY INCREASE FOR 2025/2026

- 9.2 **EFFECTIVE DATE OF LONGEVITY PAY:** Each employee is singularly responsible for notifying Human Resources that they have prior years of public safety work experience from another agency for determining Longevity Pay. Longevity pay shall begin on the first full pay period following the employee's five year anniversary date or beginning the first full pay period after the employee provides notice to Human Resources that they have prior years of public safety work experience from another agency for determining Longevity Pay whichever is later.

Longevity pay is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571(a)(1) and Section 571.1(a)(1).

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### SECTION 10. SPECIAL ASSIGNMENT PAY

The City will provide an additional percent of base pay to employees assigned to the following:

- 10.1 Canine Officer Premium. Employees who are routinely and consistently assigned to handle, train and board a canine shall receive a 5% of base pay as Special Assignment Premium.
- 10.2 Motorcycle Patrol Premium. Employees who are routinely and consistently assigned to operate and/or patrol on a motorcycle shall receive 5% of base pay as Special Assignment Premium.
- 10.3 Detective Division Premium. Employees who are routinely and consistently assigned to the detective or investigative division or the following intelligence duties: Santa Clara County Special Enforcement Team (SCCSET), School Resource Officer (SRO), Regional Auto Theft Task Force (RATTF) shall receive a 5% of base pay as Special Assignment Premium.
- 10.4 Administrative Officer Premium: Employees who are routinely and consistently assigned to provide support for the police chief and command staff in the operation of the police department shall receive a 5% of base pay as Special Assignment Premium.
- 10.5 Use of Force Instructor Premium: Effective the pay period including July 1, 2025, employees who are routinely and consistently assigned to be Use of Force Instructors (e.g., Firearms, TASER, Defensive Tactics) shall receive a 2% of base pay as Training Instructor premium. The Chief of Police or designee shall determine which positions are eligible to be Use of Force Instructors as well as the total number of instructors needed for effective operations.
- 10.6 Field Training Officer / Communications Training Officer: All full-time unit employees, except police Sergeants, designated as a training officer shall receive an additional five percent (5%) of base pay while acting in this capacity for each hour actually worked.
- 10.7 Hazard Premium: Effective the pay period including July 1, 2024, sworn employees routinely and consistently assigned to the SWAT, ~~Tactical Response~~, or ~~Hostage Crisis~~ Negotiation team will receive two percent (2%) of base pay. SWAT team, ~~Tactical Response~~, and ~~Hostage Crisis~~ Negotiation team members shall be responsible for responding to crisis situations including situations involving explosive or other hazardous materials and perform hazardous activities to ensure public health and safety. This premium will be paid for all hours in paid status.

The Parties agree that to the extent permitted by law, special assignment pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(4) and 571.1(b)(3).

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If the City or the Association learn that any of the pay items listed above may or will not be recognized as special compensation, the parties will reopen negotiations on the narrow and specific issue of providing the compensation associated with those premiums in a manner that complies with CalPERS reporting requirements.

- 10.8 Crisis Negotiators and Tactical Dispatchers Premium: Effective the pay period including July 1, 2024, non-sworn employees routinely and consistently assigned to the SWAT or Crisis Negotiation team will receive an additional two percent (2%) of base pay. This premium will be paid for all hours in paid status.
- 10.26 Detective Standby: Effective the pay period including July 1, 2024, employees in the Detective Division that are placed in a Standby (or On-Call) status while off duty shall receive a \$200 incentive for each week they are designated as the Standby Detective.

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### SECTION 11. EDUCATIONAL PAY

The City will provide the following educational pay:

11.1 Peace Officer Standards and Training (POST) Certificate Pay

The City shall provide an additional five percent (5%) of base pay to employees who possess a POST Intermediate Certificate.

The City shall provide an additional two and one half percent (2.5%) of base pay to employees who possess an Advanced POST Certificate. This two and one-half percent (2.5%) shall be in addition to the five percent (5%) specified above.

The City shall provide an additional two and one-half percent (2.5%) of base pay to supervisory employees (Sergeants and Lead Dispatcher) who possess the Supervisory POST Certificate. This two and one-half percent (2.5%) shall be in addition to the seven and one-half percent (7.5%) specified above.

11.2 Education Pay for Crisis Intervention Training Pay and Anti-Bias Training Pay

Employees shall receive one percent (1%) of base pay for completing the Crisis Intervention Training Program (CIT).

Effective July 1, 2024, employees shall receive one percent (1%) of base pay for completing Anti-Bias Based Policing Training.

11.3 Tactical Dispatching Certificate Pay: Effective the pay period including July 1, 2024, all full-time Dispatchers who obtain and maintain their Tactical Dispatching certification shall receive an additional two percent (2%) of base pay. This premium will be paid for all hours in paid status. [This pay shall not be in addition to the special assignment premium Section 10.8 Crisis Negotiators and Tactical Dispatchers Premium, but a substitute for once the requisite educational course has been completed.](#)

11.4 Crisis/Hostage Negotiation Education Pay: Effective July 1, 2024, all full-time Dispatchers who complete a Crisis Negotiation or Hostage Negotiation class shall receive an additional two percent (2%) of base pay. This premium will be paid for all hours in paid status. [This pay shall not be in addition to the special assignment premium Section 10.8 Crisis Negotiators and Tactical Dispatchers Premium, but a substitute for once the requisite educational course has been completed.](#)

11.5 Effective Date of Educational Pays

Educational incentive pay shall begin on the first full pay period after the employee has documentation to the Police Chief or designee that shows the requisite certificate(s), training and/or education has been attained. Each employee is singularly responsible for submitting all documentation to qualify for Educational Incentive Pay.

The Parties agree that to the extent permitted by law, educational pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(2) and 571.1(b)(2).

If the City or the Association learn that any of the pay items listed above may or will not be recognized as special compensation, the parties will reopen negotiations on the narrow and specific



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issue of providing the compensation associated with those premiums in a manner that complies with CalPERS reporting requirements.

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### SECTION 17. HOURS OF WORK AND OVERTIME

17.12 TRAINING/TRAVEL COMPENSATION: All training must be approved by the Police Chief or designee.

a. Training approved by the Police Chief or designee will be handled as follows:

1. The employee's work schedule may be adjusted to minimize the amount of overtime incurred. If any adjustment results in the need for overtime (e.g., to backfill on a shift that had to be flexed off), the employee whose shift has been adjusted will have the right of first refusal to the overtime assignment.
2. Any overtime for training must be approved by the Police Chief or designee prior to attending the training.
3. Mileage and all other payments, reimbursements and/or advances will be in accordance with the City of Los Altos Administration Instruction, Travel and Expense Policy. Mileage will be reimbursed according to actual miles travelled between the employee's home and the training site.
4. Employees that travel for training on a non-work day (unadjusted) shall be paid for actual travel time between the employee's home and the training site. Employees that travel for training on a work day shall be paid for actual travel time between the employee's home and the training site beyond the employee's normal commute.
5. All costs associated with trainings must be reviewed and approved by the Police Chief or designee prior to the training.
6. Any lunch break period during mandated training shall be treated as hours worked.

Effective December 22, 2024, the provisions of Section 17.12 Training/Travel compensation shall not apply to Police Officer Trainees.

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### SECTION 35. TERM

This MOU represents the entire agreement between the City and Association on the subjects contained herein and shall become in full force and effect on July 1, 2023 and shall continue in full force and effect until midnight June 30, ~~2030~~2028.

Either party can re-open a portion or portions of this contract, as defined below, for negotiations through a limited re-opener for the sole purpose of discussing and considering salary and two other items of this contract in the fiscal year 2027-2028, 2028-2029, and 2029-2030. During the initial four-year term, the contract may also be reopened through mutual consent of the association and the City Manager.

An “item” for the purpose of the said limited re-opener shall be limited to a single term, condition, or benefit, e.g., Peace Officer Standards and Training (POST) Certificate Pay; and shall not mean an entire article of the MOU, e.g., Section 10 Incentive Pay. A request to re-open contract negotiations for this limited purpose must be issued in writing between the dates listed below by the requesting party:

- January 1, 2027 – March 31, 2027 for the fiscal year 2027-2028 reopening
- January 1, 2028 – March 31, 2028 for the fiscal year 2028-2029 reopening
- January 1, 2029 – March 31, 2029 for the fiscal year 2029-2030 reopening