



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

SIDE LETTER AGREEMENT #1

June 20, 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.

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 May 22, 2024 concerning the terms and conditions of this Side Letter Agreement and its implementation and agree that Section 13. Hostage, Tactical, SWAT Team Participation shall be removed in its entirety and replaced with language added to Section 10. Special Assignment Pay and Section 11. Education Pay after Association ratification and subsequent Council approval of this Side Letter Agreement.

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

For the City:


Gabriel Engeland (Jun 25, 2024 15:23 PDT)

Gabriel Engeland
City Manager

Jun 25, 2024

Date

For POA:


Brian Werner (Jun 24, 2024 10:28 PDT)

POA Representative

Jun 24, 2024

Date

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, employees routinely and consistently assigned to the SWAT, Tactical Response, or Hostage Negotiation team will receive two percent (2%) of base pay. SWAT team, Tactical Response, and Hostage 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).

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.

- 10.6 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.

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.

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

~~SECTION 13.— HOSTAGE, TACTICAL, SWAT TEAM PARTICIPATION~~

~~Effective the pay period including July 1, 2023, all full-time unit employees designated as members of the City Hostage Negotiation, Tactical Response, or SWAT teams will receive an additional five percent (5%) of base pay while acting in this capacity for each hour actually worked, including training.~~

- ~~• Hostage Negotiation~~
- ~~• Tactical Response~~
- ~~• SWAT (Special Weapons And Tactics)~~
- ~~• Field Training Officer (Sergeants are not eligible).~~
- ~~• Communications Training Officer~~

~~Effective the pay period including July 1, 2024, in lieu of the five percent (5%) of base pay premium for each hour actually worked while acting in the capacity as a member of the Hostage Negotiation team, Tactical Response, or SWAT, employees designated as members to the SWAT or Hostage Negotiation team will receive two percent (2%) of base pay. This premium will be paid for all hours in paid status similar to other Special Assignment Pay premiums.~~

~~The Parties agree that to the extent permitted by law the premium pays set forth above qualify as special compensation under Title 2 CCR 571 and Title 2 CCR 571.1. In the event that 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.~~