

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF LOS ALTOS  
AND  
LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION

JULY 1, 2017 - JUNE 30, 2020

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## **PREAMBLE**

This Memorandum of Agreement was made and entered into by and between the City of Los Altos (hereinafter referred to as the CITY) and the designated representatives of the LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION (hereinafter referred to as the ASSOCIATION). This agreement constitutes the results of discussions between the City Management Staff and the Association on all matters within the scope of representation. The term of this agreement shall be from July 1, 2017 through June 30, 2020.

## **ARTICLE 1. RECOGNITION**

Pursuant to City policies and procedures in Section 3500-3510 of the government Code of the State of California, the City recognizes the Association as the exclusive representative of a representation unit consisting of all regular full-time employees in the classifications listed in Appendix A attached. This unit shall, for purposes of identification, be entitled the Association.

## **ARTICLE 2. NO DISCRIMINATION**

The City and Association agree that no person covered by this agreement hereto shall be discriminated against because of race, religious creed, political affiliation, color, national origin, ancestry, union activity, disability, marital status, sex, age, or sexual orientation, unless such factor is a bona fide occupational qualification or such action is required to comply with Federal or State law.

## **ARTICLE 3. SECURITY PROVISIONS – (To be revisited once complete. )**

### **3.1 Agency Shop:**

Pursuant to Government Code section 3502.5, on \_\_\_m/d/the Association\_\_\_, bargaining unit members voted to adopt an agency shop. The City neither encouraged nor discouraged this action by bargaining unit members. Any language in this agreement relating to an agency shop is included solely in response to the vote by a majority of bargaining unit members that:

It shall be a condition of continued employment for an employee who chooses not to be an Association member to pay to the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments imposed by the Association. The amount of the service fee shall be the percentage of such dues, initiation fee and assessments that the Association's expenditures for representation of employees in collective bargaining bears to the total expenditures of the Association. This fee shall be referred to as a "representation service fee."

The requirement that non-members pay this representation service fee shall remain in effect until the earlier of: (1) expiration of this Agreement; (2) termination of the Agency Shop clause by action of the bargaining unit; or (3) legislation invalidating the manner in which Agency Shop was adopted.

### **3.2 Religious Exception:**

An exception to the requirements in Section 3.1 and 3.2 exists for an employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. An employee who invokes this exception shall be exempt from paying dues and shall not be considered part of the Association, relinquishing all rights and privileges afforded to those included in the Association membership.

### **3.3 Dues Deduction:**

The City shall grant payroll deductions for membership dues and representation service fees to the Association. The following procedures shall be observed in the withholding of employee earnings.

- a) Payroll deductions shall be for a uniform specified amount for all Association members and a separate uniform specified amount for representation service fee payers, and shall not include fines. The Association may change the fixed uniform dollar amount once each calendar year during the life of this Agreement. The Association will give the City thirty (30) days notice of any such change. Dues deductions shall be made only upon the employee's voluntary signed written authorization on a payroll deduction request form approved by the City.
- b) The amount of any representation service fee required under this Article shall be determined by the Association and communicated to the City and non-members annually, concurrently with or immediately following the filing of the Association's LM-2 forms with the United States Department of Labor, but no later than sixty (60) days after the end of the Association's fiscal year. Failure by the Association to timely provide information regarding the amount of any representation service fee may result in the City's suspension of payroll deductions for service payers until the next payroll after which representation service information is provided to the City. The City will begin the payroll deductions of any representation service fees required under this Article in the first complete payroll period following receipt of information from the Association about the amount of the representation service fee. No retroactive agency fee deductions will be made.
- c) Any dispute regarding payment of a representation service fee, including but not limited to any objection regarding the requirement to pay a fee or the amount of fee charge must be submitted directly to the Association.

- d) The Association shall make available, at its expense, an expeditious administrative appeals procedure to any non-member unit employee who objects to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made and the impartial decision-maker to be jointly selected by the Association and the objecting employee. The Association shall make available a copy of such procedure to nonmember unit employees and the City prior to the time that any non-member unit employee becomes subject to the payment of representation service fees. The Association agrees to provide a copy of any revisions to this procedure to the City and any non-member unit employee within five (5) business days of when such revisions are adopted by the Association. The Association agrees that this procedure and revisions shall comply with all relevant legal requirements, including but not limited to any regulations promulgated by the Public Employment Relations Board.
- e) Amounts deducted and withheld by the City shall be transmitted to the Association, at the address specified.
- f) When an employee is in a non-pay status for an entire pay period (currently two weeks), no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction.
- g) The Association shall refund to the City an amount paid to it in error upon presentation of supporting evidence.

## **ARTICLE 4. UNION RIGHTS**

### **4.1 Meet and Confer:**

The Association will be notified and given the opportunity to meet and confer prior to changes in terms and conditions of employment, which are within the scope of representation as defined by the Meyers Milias Brown Act. The City retains the right to act on matters within the scope of representation after discharging all of its obligations under the Meyers Milias Brown Act.

#### **4.2 New Employee Notification:**

When an employee is hired in any of the covered job classifications, the City shall notify the Association President and the employee that the Association is the exclusive recognized bargaining representative for that classification in said unit.

#### **4.3 Bulletin Board:**

The Association proposes the City provide a workplace bulletin board that conveys federal and state policies and provide sufficient bulletin board space for the Association postings. The City and the Association shall mutually agree upon a reasonable location (i.e. lunchroom or breakroom) where employees regularly stop and visit in City Hall, the Police Station, Hillview Community Center and the Maintenance Service Center. The Association postings shall only be for the following: a) the Association election materials and election results; b) the Association official business reports of the Board of Directors or Committees, or Stewards' reports and notices; c) the Association news bulletins and meeting notices; d) the Association membership benefits and programs; and e) other written materials approved for posting by the City of Los Altos.

Said bulletin board shall not contain any derogatory, defamatory, or inflammatory statement concerning the City or City personnel, nor any material, which impair the operation of the City. Forty-eight hours prior to posting of any notice on the designated bulletin board, the Association shall file one (1) copy of said notice or material with the Human Resources Manager or his/her duly authorized representative.

#### **4.4 Access to Association Representatives:**

Membership meetings, organizing activities, membership campaigns, or dues collecting by Association or their representative on City premises or at work locations/sites during regular hours of work shall not be permitted.

Representative of the Union shall be granted reasonable access to employee work locations/sites to investigate matters relating to employer-employee relations, unless such access to given work locations/sites would constitute a safety hazard or would interfere with the operations of the City. Access to work locations/sites shall be regulated by the City so as not to constitute a safety or to interfere with operations of the City. Representatives of the Association shall not enter a work location/site without advance notification to the Assistant City Manager or Administrative Services Director or his/her duly authorized representative.

#### **4.5 Stewards:**

The Association shall have the right to certify two (2) stewards to represent other employees in disciplinary or grievance matters. Each Steward may have one (1) alternate steward whose sole purpose shall be to serve in the absence of the steward.

The Association shall notify the City in writing of the name of the steward. Stewards shall conduct their representation activities on their own time and on the employee's own time, unless prior approval

has been received from the appropriate supervisor, or manager in order to leave the job site. Time off without loss of compensation shall be allowed for management-approved meetings.

**4.6 Meeting Places:**

The Association shall have the same right as any other private organization to reserve City meeting rooms and facilities during non-working hours. Use of such meeting rooms and facilities shall be subject to established city policies and procedures for rental of such facilities.

**ARTICLE 5. MANAGEMENT RIGHTS**

**5.1 Rights Retained:**

The City reserves all rights with respect to matters of general legislative, managerial and financial policy including, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards and the levels of service; determine the procedure and standards of selection for employment; direct and schedule its employees; establish and enforce performance standards; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work. These rights shall be limited only as specified in the Agreement.

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by and law regulating, authorizing or empowering the City to act or refrain from acting.

**5.2 Impact on Bargaining Unit:**

The exercise of such rights shall not preclude the Association from meeting and conferring with City representatives about the impact that decisions on these matters may have on wages, benefits, and other terms and conditions of employment.

**5.3 Emergency:**

Except in an emergency, City decisions shall not supersede the provisions of this Agreement. Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, including conditions resulting from war or imminent threat of war. Action taken by the City to meet such emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

**ARTICLE 6. LAYOFF AND RECALL**

**6.1 Definition of Layoff:**

Layoff means the elimination of an employee's classification or position.

**6.2 Reason for Layoff:**

The City in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work, material change in duties or organization, and/or lack of funds.

**6.3 Notification of Layoff:**

Employees laid off due to the above reasons will be given written notice, either by certified mail or hand delivery, at least thirty (30) calendar days before the effective date of the layoff. A copy of such notice will be given to the Association.

**6.4 Order of Layoff:**

An employee with permanent seniority in a classification shall have the right to displace an employee with less permanent seniority in the same classification in any department.

If it is determined that layoffs are necessary, employees in the affected classifications will be laid off in the following order:

- a) Temporary employees;
- b) Probationary employees;
- c) In the event of further reductions in force are necessary, an employee with permanent seniority in a classification shall have the right to displace an employee with less permanent seniority in the same classification in any department, if the employee is able to perform the remaining work available without further training.

All bumping and displacement shall first occur within the department that affected the layoff in question prior to City-wide bumping.

**6.5 Reassignment:**

In lieu of layoff, the City may at its discretion (after consulting with the department head concerned) offer the employee(s) whose position is subject to elimination, the opportunity to transfer to a current vacant position.

**6.6 Reemployment Rights:**

Employees who are laid off and whose last performance review was satisfactory or better shall be placed on a recall list for a period of one (1) year. An employee's name will remain on the list for one

(1) year, or until he/she is offered an equal or comparable position in the laid off class, whichever comes first. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided he/she is presently qualified to perform the work in the job classification to which he/she is recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The City shall not hire new employees in bargaining unit positions so long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

**6.6.1** Employees, who accepted demotions in lieu of layoff, will be granted the same reemployment right as laid off employees.

**6.6.2** Employees on reemployment lists shall have the right to apply for promotional positions.

**6.6.3** Employees on reemployment lists eligible for recall shall be given written notice of recall. The notice may be hand-delivered or sent by certified mail or registered mail with a copy to the Association, provided that the employee must notify the City of his/her intention to return within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the City with his/her latest mailing address.

**6.7 Full Rights:**

Employees who are laid off and are subsequently rehired within the one (1) year reemployment period will have their vacation accrual rate, and accumulated sick leave balance restored to the level they were upon separation.

**ARTICLE 7. SENIORITY**

**7.1 Definition of Seniority:**

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service for the City of Los Altos since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence greater than 30 days, unless otherwise specified by law.

**7.2 Application for Seniority:**

In all applications of seniority under this Agreement the ability of the employee shall mean having at least a satisfactory rating or better from his/her last performance review, the qualifications and ability (including physical fitness) of an employee to perform the required work. Where the last performance

review is satisfactory or better, ability and qualifications to perform the required work are, among the employees concerned, relatively equal seniority as defined above shall govern.

## **ARTICLE 8. PAY RATES AND PRACTICES**

### **8.1 Salaries:**

The Association proposes the following wage increases:

- a) Effective July 1, 2017, base salary (defined as base pay only) shall be increased 4% following adoption of this agreement by the Council;
- b) Effective the July 1, 2018, base salary shall be increased between 3.0% and 4.0%, depending on inflation, and calculated as  $(3.0\% \leq \text{CPI-U} \leq 4.00\%)$ , which is equivalent to the CPI-U, but no less than 3% and no greater than 4%. The Consumer Price Index (CPI) shall be based the on San Francisco-Oakland-San Jose, CA, Consumer Price Index from the U.S. Department of Labor, Bureau of Labor Statistics using the April 2018 index.
- c) Effective the July 1, 2019, base salary shall be increased between 2.5% and 4.0%, depending on inflation, and calculated as  $(2.50\% \leq \text{CPI-U} \leq 4.00\%)$ , which is equivalent to the CPI-U, but no less than 2.5% and no greater than 4%. The Consumer Price Index (CPI) shall be based on the San Francisco-Oakland-San Jose, CA, Consumer Price Index from the U.S. Department of Labor, Bureau of Labor Statistics using the April 2019 index.

Salaries for all represented classifications during the term of this agreement are listed in Appendix A.

### **8.2 Step Increases:**

Pay increases within the established pay range shall not be automatic, but shall depend upon increased service value of an employee to the City as shown by recommendations of the supervisor, performance, and length of service, special training taken, or other pertinent evidence.

The first [A] Step is the minimum rate and should normally be the hiring rate for the classification. The City Manager or designee may hire above this step in case of an unusually well qualified person or in a tight labor market, or when such action in his/her opinion clearly appears to be in the best interests of the City.

The second [B] Step is an incentive adjustment to encourage an employee to improve his/her work. An employee shall be eligible for consideration of a merit increase to second step after six (6) months of continuous service. Such merit increase shall be given only if recommended by the department head and approved by the City Manager or designee. Normally, an employee whose performance does not justify a merit increase to the second step should be released.

The third [C] Step is the rate at which an employee should be paid after satisfactory performance in a given classification with not less than one (1) years' service at Step B.

A merit increase to third step shall be granted only upon recommendation of the department head and approval of the City Manager or his/her designee.

The fourth [D] Step should be granted only after the employee has served a minimum of one (1) year at the third step and upon recommendation of the department head that the employee's work is fully satisfactory and upon approval of the City Manager or his/her designee.

The fifth [E] Step is the rate for a fully qualified and experienced employee. An employee should be eligible for consideration for adjustment to this step only after serving a minimum of one (1) year at the fourth step and upon recommendation of his/her department head and the approval of the City Manager or his/her designee.

#### 8.2.1 Salary Review Date:

If an employee is appointed at Step A, the salary review date shall be the date of completion of six month's continuous full-time service at the first step.

If an employee is appointed at Step B or higher, the salary review date shall be the date of completion of twelve [12] month's continuous full-time service.

An employee's salary rate shall be reviewed annually on the salary review date, which date shall be changed under the following conditions:

- a) Transfer. The salary review date of an employee transferred to a position of similar duties, responsibilities and salary range shall not be altered.
- b) Promotion. The salary review date of an employee promoted to a position, which involves either an increase in responsibilities or a change in duties and an increase in salary range, shall be altered to coincide with the effective date of such promotion. □
- c) Demotion. The salary review date of an employee demoted to a position, which involves either a reduction in responsibilities or a change in duties and a reduction in salary range shall be altered to coincide with the effective date of such demotion.
- d) Leave of Absence. The salary review date of an employee whose service is interrupted by a leave of absence without pay, for whatever reason, for more than thirty [30] calendar days shall be adjusted by the total number of days. Provided, however, that the adjustment of the salary review date of an employee subject to military leave shall

be consistent with the provisions of Section 395 of the Military and Veterans Code of the State of California. □

**8.3 Promotion:**

An employee shall receive a minimum five percent (5%) increase to their base salary when they are promoted.

**8.4 Salary for Work Performed in a Higher Classification**

In the event Association members are assigned by Management to perform duties of another classification with a higher salary range because of a temporary vacancy in that position, and the assignment is for a minimum duration of 40 consecutive work hours, the employee's salary will be adjusted to Step "A" of the higher classification or an adjustment of 5%, whichever is greater. The compensation for the higher level of duties shall take effect at the outset of the assignment.

**8.5 Mileage Reimbursement:**

Employees required to travel on City business shall either be provided with a City vehicle or reimbursed for transportation expenses. City business does not include travel from home to work.

Employees required to use their private automobiles for City related business shall be reimbursed for all such authorized travel at the current IRS rate. Employees using their private vehicles must maintain appropriate automobile insurance coverage.

**ARTICLE 9. WORK WEEK, HOURS OF WORK, OVERTIME, PREMIUM PAY**

**9.1 Work Schedule:**

All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturdays, Sundays and Holidays, continuously from 8:00 A.M. until 5:00 P.M. on week days. Departments for which necessity requires a different schedule from that generally applied, shall work according to regulations prepared by the respective department head and approved by the City Manager

Employees shall be assigned to work shifts with scheduled starting and quitting times. Should it be necessary, in the interest of efficient operations, or due to a special event or circumstances to establish daily or weekly work schedules departing from the normal work day or the normal work week, the City shall give at least five (5) working days notice days. Work schedules shall not be unjustly changed. If an employee is required to return to work more than sixteen (16) hours in a twenty-four (24) hour period, the employee shall have at least eight (8) hours rest between shifts, except in the case of emergencies.

Attachment C provides the City of Los Altos Administrative Instruction for the 9/80 Work Schedule for employees interested and eligible to participate in a 9/80 program. It is mutually agreed that the intention is to try the schedule on a year round basis. All parties acknowledge, however, the City's

right to revert to a standard 10/80 schedule if needed for efficient municipal management. The Administrative Instruction for 9/80 Work Schedule will provide guidance for the change in work schedules.

## **9.2 Overtime Work:**

Upon prior authorization of the department head, or due to unusual emergencies, overtime or compensatory time off may be approved and compensated for as determined by the department head. Overtime shall be paid at time and one-half times the hourly rate, or by compensatory time off at the time and one-half rate. Paid time off due to sick leave, holidays, vacation or other paid leaves is included as "time worked" in computing the forty (40) hour per week requirement.

Overtime work for all employees shall be defined as the following:

- a) 8-hour shift employees – Unit employees assigned to an 8-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 8 hours per workday or 80 hours per pay period.
- b) 9-hour shift employees – Unit employees assigned to work an 9-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 9 hours per workday or 80 hours per pay period.
- c) 10-hour shift employees – Unit employees assigned to work a 10-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 10 hours per workday or 80 hours per pay period.

The parties agree that during the term of this agreement the City and the Association representatives will, at the City's request, meet to address FLSA compliance issues.

**9.3 Call-Out Pay:** Call back compensation shall be a minimum of three (3) hours at time and a half (1 ½). Callbacks between the hours of 9:00 p.m. and 5:00 a.m. will be compensated at a minimum of four (4) hours at time and a half (1 ½).

## **9.4 Salary Survey Language**

The City will target a completion date of January 2020 for a comprehensive compensation survey of classifications, benefits and salary ranges. The City and the Association will meet by the end of June 2019 identify the agencies to be surveyed agencies and classifications included in the survey shall only be changed upon agreement between the Association and the City.

# **ARTICLE 10. UNIFORMS, BOOTS, TOOLS, AND LICENSES**

## **10.1 Uniforms:**

The City shall be responsible for provision and maintenance of all required uniforms and safety equipment.

## **10.2 Safety Equipment:**

The City shall provide the following employees who conduct field work with the following safety equipment. This safety equipment will be replaced upon presentation to the appropriate supervisor that it is unusable due to wear or damage. This safety equipment shall remain the property of the City.

**10.2.1** For employees in the Building Division, the City will provide high quality (non-steel toed) safety/work boots for individuals occupying the positions of Building Inspector, Senior Building Inspector or other position visiting construction sites. Safety/Work boots will be replaced at the City's expense when they are unserviceable, but in any event, not more than twice per employee per year shall be issued. Total cost to the City of this provision shall not exceed two hundred fifty dollars (\$250) per pair or work boots.

**10.2.2** For employees in the Engineering Department, the City will provide (non-steel toed) safety/work boots and rain coat for individuals occupying the positions of Engineering Technician, Junior Civil Engineer, Assistant Civil Engineer, Associate Civil Engineer or other positions visiting construction sites. Safety/Work boots will be replaced at the City's expense when they are unserviceable, but in any event, not more than twice per employee per year shall be issued. Total cost to the City of this provision shall not exceed two hundred fifty dollars (\$250) per pair or work boots and raincoat as needed.

**10.2.3** For employees in the Planning Division, the City will provide (non-steel toed) safety/work boots for individuals occupying the positions of Assistant Planner, Senior Planner or other positions occupying construction sites. Safety/Work boots will be replaced at the City's expense when they are unserviceable, but in any event, not more than once per employee per year shall be issued. Total cost to the City of this provision shall not exceed two hundred and fifty dollars (\$250) per fiscal year in each year of this agreement.

**10.2.4** For employees in the Maintenance Service Center, the City will provide high quality (steel toed) safety/work boots for individuals occupying the position of Maintenance Supervisor. Safety/Work boots will be replaced at the City's expense when they are unserviceable, but in any event, not more than twice per employee per year shall be issued. Total cost to the City of this provision shall not exceed two hundred fifty dollars (\$250) per pair or work boots.

## **10.3 Uniform Allowance**

**10.3.1** The Police Department will furnish Records Personnel with uniforms as authorized by the Chief of Police, excluding socks, turtlenecks, and t-shirts. Issued uniforms will include one long sleeve shirt, one short sleeve shirt, four polo shirts, 2 sweaters and/or sweatshirts, three pairs of pants or skirts, and one tie on an annual basis if the item is unserviceable. The Police Department will provide dry cleaning services through a specified company for Department

issued articles and wash services for the polo shirt and sweatshirt. The Department will furnish each Records staff with a badge, one metal nametag and shoulder patches. The Chief shall reserve the right to repair equipment rather than replace equipment or repair shall be routed through the employee's supervisor, the Records Lead.

**10.4 Appearance:**

Employees shall be responsible for ensuring that uniforms are maintained and work in a neat and professional manner. Supervisors shall be responsible for ensuring that employees maintain a proper appearance and take appropriate actions as required.

**ARTICLE 11. HOLIDAYS**

**11.1 Scheduled Holidays:**

The following shall be paid holidays for all eligible employees:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Floating Holiday (accrues on April 1)
- Floating Holiday (accrues on October 1)

Floating holidays may be taken anytime upon approval of the Department Head or his/her designee.

Additional holidays may be taken anytime upon approval of City Council.

Holidays, which fall on Saturday, will be observed the day before on Friday, and holidays, which fall on Sunday, will be observed the day after on Monday.

**11.2 Holiday Pay**

Records personnel in the Police Department required to work an alternative work schedule will receive hourly compensation for the holiday based on the employees current regularly scheduled work shift assignment. For holidays that do not fall on a regularly scheduled workday, the holiday compensation will be 8 hours.

## ARTICLE 12. VACATIONS

### 12.1 Vacation Accrual:

Annual paid vacations shall be required for the good of the service. Regular full-time employees shall be entitled to accrue vacation time in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Hours of Annual Vacation Accrued</u>
Less than 5 years	80 hours (10 days)
5 years	120 hours (15 days)
6 years	128 hours (16 days)
8 years	136 hours (17 days)
10 years	144 hours (18 days)
12 years	152 hours (19 days)
14 years	160 hours (20 days)
20 years	180 hours (22.5 days)

For the purposes of this Section, years of continuous service shall mean an employee's "seniority" as that term is set forth and defined in Article 7.1 [Definition of Seniority].

Vacation accrual changes will begin the first of the pay period following when the anniversary date occurs.

### 12.2 Vacation Eligibility Requirements:

An employee shall be eligible to take paid vacation after six (6) months employment with the City, not to exceed the amount of vacation leave earned to that time. However, employees shall start to accumulate credit as of their date of employment.

Employees shall not accrue vacation leave for any pay period during which they are on leaves of absence without pay.

### 12.3 Scheduling Vacations:

The times during a calendar year at which an employee may take his/her vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service.

### 12.4 Maximum Vacation Accumulation:

An employee shall be allowed to accumulate vacation time a maximum of three times (3X) their annual vacation accrual. No vacation shall be earned or accrued above this maximum. Exceptions to the accrual maximum, in extraordinary circumstances, may be granted with written approval of the City Manager. Any such decision shall not be subject to the grievance procedure.

### 12.5 Holiday Falling During Vacation:

In the event a fixed holiday as defined in Article 11 falls during an employee's vacation, the employee shall not be charged a vacation day for the holiday.

**12.6 Illness During Vacation:**

If an employee becomes ill while on vacation, and immediately notifies their supervisor cancels the remaining vacation and returns home, the employee shall have the period of illness charged against sick leave and not against vacation leave.

**12.7 Vacation at Termination:**

Any employee who is laid off, resigns, retires, or is otherwise separated from the service of the City, shall receive vacation pay for all accrued vacation upon their separation from employment with the City. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.

**ARTICLE 13. LEAVE PROVISIONS**

**13.1 Time Off to Vote:**

If an employee does not have sufficient time outside of working hours to vote at a state-wide election, the employee may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the City at least two working days' notice that time off for voting is desired, in accordance with the provisions of this section.

Employees who are registered voters who need time off to vote should make arrangements with their immediate supervisor.

**13.2 Bereavement Leave:**

In the event of a death in the immediate family member, up to five (5) days of paid bereavement leave will be allowed for personal matters relating to the death. Immediate family is defined as wife, husband, mother (in-law), father (in-law), sister (in-law), brother (in-law), son (in-law), daughter (in-law), grandparent (in-law), grandchild (in-law), stepchild, or stepparent. Special circumstances beyond this

policy (such as other relatives residing within the employee's household) may be considered on a case-by-case basis and must be approved by the City Manager.

### **13.3 Perfect Attendance:**

For every six (6) consecutive months of perfect attendance by employees, one (1) additional day shall be added to the employee's vacation credit. For every twelve (12) consecutive months of perfect attendance, one (1) additional "bonus day", (making a total of three (3) extra vacation days for the twelve (12) consecutive months of perfect attendance) shall be added to the employee's vacation credit.

Each six (6) months or twelve (12) month period shall begin on the date the employee returns to work following an illness.

In the event of an industrial injury or disability, an employee shall be eligible for the use of inactive time to maintain his/her perfect attendance record as it pertains to bonus vacation days. To be eligible for "inactive time", an employee must have completed a minimum of one (1) year of employment with perfect attendance immediately prior to the date of the industrial injury or disability. An employee can only utilize "inactive time" once within a six-month time period. The six-month period begins when the employee returns to work following the "inactive time" period.

"Inactive time" is defined as a time period in which an employee is absent due to an industrial injury or disability. Upon the employee's return to full or limited duty, the employee will only have to complete the time of perfect attendance which remained prior to such absence to obtain the additional vacation credit.

### **13.4 Leave of Absence Without Pay:**

As much as thirty (30) days of special leave without pay may be granted an employee by the City Manager whenever he/she considers such leave to be in the best interest of the City.

The City Council may grant an employee leave of absence (other than extended active military duty) for as much as one (1) year whenever such leave is considered to be in the best interest of the service.

Failure of an employee on leave to report to work promptly at its expiration, or within reasonable time after notice to return to duty, shall be cause for discharge.

### **13.5 Family Medical Leave:**

Family care, medical, and pregnancy disability leave shall be provided according to the California Family Rights Act and the Family and Medical Leave Act.

### **13.6 Sick Leave**

**13.6.1** Sick leave is paid leave from work that can be used for the following purposes:

- a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members:
- b) Child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling (each a "Family Member" and collectively "Family Members") (Labor Code §§ 233(b)(2); 245.5(c); 246.5(a)(1)); or
- c) For an employee who is a victim of domestic violence, sexual assault, or stalking to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety. (Labor Code §§ 230(c); 233(b)(3)(A); 246.5(a)(2).

### 13.6.2 Terms of Sick Leave

**13.6.2.1** Regular full time employees accrue 3.69 hours of sick leave for each pay period of paid status. Accrued sick leave carries over from year to year. No accrual limit applies.

**13.6.2.2** Sick Leave Use: An employee may use accrued sick leave, in a minimum increment of two hours; at any time after the first day of employment subject to the limits and request provisions in this Administrative Instruction. (Labor Code § 246(c) & (j).)

**13.6.2.3** Protected Sick Leave: One-half of a full-time employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated in this Administrative Instruction. (Labor Code §§ 233(b)(2); 233(b)(3)(A); 246(d).)

**13.6.2.4** Procedure for Sick Leave Requests and Certification Requirements: The following procedures and requirements apply to requests for use of sick leave:

- a) Foreseeable Sick Leave: If the need for sick leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. (Labor Code §§ 246(l); 246.5(a).)
- b) Unforeseeable Sick Leave: If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as

soon as practicable. (Labor Code § 246(l).)

- c) Sick Leave Use of More than One Day: If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.

**13.6.3.4 Certification Required After Three-Days of Leave and Leave Related to Domestic Violence and Abuse:** Regular full time employees must provide a physician's certification for any sick leave absence that occurs after the employee has used 24 hours, or three days, whichever is greater, that involves the illness of the employee or family member. All employees, who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. (Labor Code § 230(d)(2).)

**13.6.3.5 Limitations on Use of Sick Leave to Care for a Family Member and Additional Certification Requirements:** The maximum amount of sick leave that can be used by an employee in any calendar year to care for a Family Member is limited to the hours of sick leave accrued by the employee and is not to exceed one half of the total number of hours that could be accrued by the employee during the calendar year (47.97 hours), unless the employee provides a medical certification and/or recertification to support the need for leave in excess of 47.97 hours in advance of taking such leave (in addition to the certification required in paragraph 4 above) in accordance with the additional procedures described below:

- a) Employees who request leave to care for a Family Member after using up 47.97 hours of accrued leave must provide written certification from the health care provider of the Family Member requiring care that contains all the following:
  - b) The date, if known, on which the health condition necessitating care commenced;
  - c) The probable duration of the health condition;
  - d) An estimate of the amount of time which the health care provider believes the employee needs to care for the family member; and
  - e) A statement that the health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the

family member. The term “warrants the participation of the employee” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care.

Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered Family Member, the employer must obtain recertification if additional leave is requested in order for the employee to take the requested leave.

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification after the employee has used accrued leave amounting to 47.97 hours, the City may delay the taking of sick leave to care for a Family Member until the required certification is provided, or deny sick leave following the expiration of the time period originally estimated by the health care provider.

To request use of accrued paid leave in excess of 47.97 hours for the purposes of caring for a Family Member, please contact Human Resources for the appropriate physician certification or re-certification form, which must be completed in advance of taking such leave.

**13.6.3.6 Sick Leave on Separation from Employment:** Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. (Labor Code § 246(f)(1).) Unused sick leave may be converted to retirement service credits only as permitted under applicable retirement system laws and regulations.

**13.6.3.7 Sick Leave Reinstatement:** If an employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of 6 days or 48 hours, whichever is greater, will be reinstated. (Labor Code § 246(f)(2).) An employee who worked at least 90 days in the initial employment with the City of Los Altos may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the City of Los Altos must work the remaining amount of the 90-day- qualifying period to be able to use accrued sick leave. (Labor Code § 246(c).)

**13.6.3.8 Discipline for Sick Leave Abuse:** Failure to request sick leave as required by this Administrative Instruction, without good reason, may result in the employee being treated as absent without leave. Violation of the sick leave provisions in this Administrative Regulation will result in disciplinary action.

**13.6.3.9 Paid Sick Leave Not Calculated As Overtime:** Paid sick leave will not be considered hours worked for purposes of overtime calculation.

**13.7 Retirement**

Upon retirement, for any reason, an employee who has served twenty [20] years with the City of Los Altos will be granted one-half [1/2] day's pay or terminal leave for each full month of perfect attendance during the employee's last five [5] years of service. This formula shall apply only to employees in the service of the City of Los Altos as of July 1, 1975.

As an alternate for employees employed July 1, 1975 and for all future employees, the following schedule shall apply upon retirement, for any reason (including disability retirement), honorable separation prior to retirement, or death, providing that at least 3/4 of the total months of employment shall have been months of perfect attendance:

SICK LEAVE PAYOUT EFFECTIVE JULY 1, 2016-JUNE 30, 2017

Years of Service	Per Month of Perfect Attendance
After 10	\$15.29
After 15	\$20.43
After 20	\$27.09
After 25	\$30.65
After 30	\$35.77
After 35	\$40.77

All dollar amounts shall be adjusted annually on July 1<sup>st</sup> in accordance with the United States Department of Labor, Consumer Price Index, All Items Category, average of the two index figures for the San Francisco Bay Area, for the prior year from May 1 through April 30.

Violation of sick leave provisions will result in disciplinary action.

**ARTICLE 14. WORKERS' COMPENSATION INSURANCE**

**14.1 Industrial Temporary Disability:**

Any employee incurring an injury or disability in the course and scope of his/her employment shall be entitled to injury leave to the extent provided by the State Workers' Compensation and Insurance Act. Any employee on Workers' Compensation injury leave shall receive full salary for up to ninety (90) calendar days after the injury, provided medical documentation substantiates the disability. After 90 days, if the employee is still disabled he/she may opt to continue receiving the difference between full salary and Workers' Compensation benefits to the extent earned vacation leave and/or sick leave is available.

## ARTICLE 15. BENEFIT PROGRAMS

### 15.1 Long Term Disability Insurance:

To the extent that long-term disability programs continue to be available, the City will continue to provide the kinds and types of coverage currently offered. The employee shall pay the full premium for this insurance. The current coverage provides for income protection up to sixty-six and two-thirds per cent (66 2/3%) of monthly salary following a ninety (90) day elimination period, which begins on the date of illness or injury.

The City maintains the right to select or change carriers, and also to modify the long-term disability plans so long as the level of benefits shall remain substantially the same. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations. If, during the term of this Agreement a change in insurance plans or coverage is necessary, the City shall provide notice and, upon request, meet with representatives of the Association.

### 15.2 Tuition Reimbursement Program:

Tuition Reimbursement Program shall be consistent with the City's tuition reimbursement policy.

### 15.3 Health and Medical Benefits:

**15.3.1 Active Employees – PEMHCA Contribution:** The City currently provides medical benefits through the California Public Employees' Retirement System (CalPERS) Health Program under the Public Employees' Medical and Hospital Care Act (PEMHCA). Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and PEMHCA.

The City will contribute the minimum monthly amount required by PEMHCA for medical insurance benefits (PEMHCA Minimum Contribution). The City pays this contribution directly to CalPERS. This amount is established annually by PERS and is the minimum amount the City must pay on behalf of employees for medical insurance. For 2017, the PEMHCA Minimum Contribution is \$128.00 per month. This contribution is required only to the extent mandated by law and only as long as the City participates in the PEMHCA plan.

**15.3.2 Section 125 Cafeteria Plan and Administrative Fees:** The City will maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing members with access to various health benefits.

The City will pay for the PERS health care administrative fees and the cafeteria plan administrative fees.

The City will maintain the right to select or change medical plans and providers, and also to modify the medical plans so long as the level of benefits shall remain substantially the same.

**15.3.3 “Unequal Contribution” Method for CalPERS Annuitants:** The City uses the “unequal contribution” method for the City’s contribution to medical insurance benefits for CalPERS Annuitants pursuant to Government Code Section 22892. Under this method, the City is required annually to increase the total monthly annuitant medical insurance benefit contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by 5% of the current monthly employer contribution for active employees until the time the City’s contribution for annuitants equals the PEMHCA Contribution paid for active employees.

**15.3.4 CalPERS Annuitants – PEMHCA Health Benefits:** In accordance with the PEMHCA provisions, if a retired employee is a CalPERS Annuitant as defined in Subsection f above, the retired employee is eligible to receive the PEMHCA contribution specified in Subsection g above.

**15.4 Additional Contribution**

In addition to the PEMHCA Minimum Contribution, the City will provide a monthly supplemental allowance to all eligible employees to offset the cost of participation in City sponsored medical benefits available through an IRS Section 125 cafeteria plan (Additional Contribution). The Additional Contribution is based on the employee’s medical insurance plan participation level.

The PEMHCA Minimum Contribution, when added to the Additional Contribution, will equal the City’s total monthly contribution (Total Contribution). The Total Contribution is as follows

Level of Coverage	2018	2019	2020
<b>Employee Only</b>	The amount equal to the monthly premium for the least expensive employee only plan	The amount equal to the monthly premium for the least expensive employee only plan	The amount equal to the monthly premium for the least expensive employee only plan
<b>Employee Plus One</b>	\$1,830	\$1,968	\$2,117
<b>Family</b>	\$2,186	\$2,350	\$2,527

Effective January 2018

1. City will pay the full cost of employee only coverage in the least expensive plan.

2. City will provide an additional 7.5% above the 2017 contribution towards medical premiums for the category of “employee plus one” coverage.
3. City will provide an additional 7.5% above the 2017 contribution towards medical premiums for the category of “family” coverage.

Effective January 2019

1. City will pay the full cost of employee only coverage in the least expensive plan.
2. City will provide an additional 7.5% above the 2018 contribution towards medical premiums for the category of “employee plus one” coverage.
3. City will provide an additional 7.5% above the 2018 contribution towards medical premiums for the category of “family” coverage.

Effective January 2020

1. City will pay the full cost of employee only coverage in the least expensive plan.
2. City will provide an additional 7.5% above the 2019 contribution towards medical premiums for the category of “employee plus one” coverage.
3. City will provide an additional 7.5% above the 2019 contribution towards medical premiums for the category of “family” coverage.

The City will be responsible for paying the PERS health care administrative fees and the cafeteria plan administrative fees.

The City will continue the practice of paying the January premium in December at the increased rate.

The City will continue to have the right to select or change medical plans or providers, and to modify the medical plans so long as the level of benefits shall remain substantially the same.

**15.4.1 Employee Contributions for Benefit Options:** If an employee chooses optional benefits whose aggregate cost exceeds the total City contributions to the Cafeteria Plan, the City will automatically deduct the excess amount on a pre-tax basis from the employee’s bi-weekly payroll.

**15.4.2 Benefit Option and Monthly Stipend:**

**15.4.2.1 Cash Benefit Option:** For Employees hired on or before October 1, 2013, if an employee chooses optional health benefit that does not cost as much as the maximum dollar amount they receive through the plan, the employees will be eligible to receive cash equal to the employer contribution rate minus their health insurance cost (i.e. employee, employee +1, employee + family), which is subject to taxation as

wages.

**15.4.2.2** Cash In-Lieu of Benefit Option: For Employees hired on or before October 1, 2013, if waiving coverage, employees may be eligible for a monthly stipend of \$1,096.59 per month, which is subject to taxation as wages.

**15.4.2.3** Cash In-Lieu of Benefit Option: For “New Member” Employees hired after October 1, 2013, if waiving coverage, employees may be eligible for a monthly stipend of \$350.00 per month, which is subject to taxation as wages.

### **15.5 Dental:**

The City will maintain the maximum employee dental reimbursement at \$1,756 and dependents at \$1,170 based on resolution 2008-45. The annual reimbursement maximum for employees and dependents will be adjusted annually using Consumer Price Index from the U.S. Department of Labor, Bureau of Labor Statistics using the September index not to exceed 3% and becomes effective January 1<sup>st</sup>.

If, during the term of this Agreement a change in dental plans or coverage is necessary, the City shall provide notice and, upon request, to meet with representatives of the Association. Employees should refer to the dental plan documents for a complete description of benefits, coverage and limitations.

The Dental Plan shall provide the ability to shift dental dollars to vision care up to maximum dental reimbursement designated for the year for vision care for the unit member and dependent to include prescriptive lenses and frames, contact lenses, optometry or eye care appointments which are not covered by unit member or dependents medical insurance.

### **15.6 Flexible Benefits Plan:**

The Association is eligible to participate in the Section 125 Flexible Benefit Plan offered by the City. The employee shall be responsible for paying any monthly maintenance fees.

### **15.7 State of California Short Term Disability/SDI:**

During the term of this MOU, the Administrative Services Department and the Association shall coordinate implementation of the State of California Short Term Disability Program by June 30, 2018. The program shall be at the employee’s cost.

## **ARTICLE 16. RETIREMENT**

### **16.1 PERS Retirement and Employee Contributions:**

**16.1.1** 2.7% at 55 Retirement Plan: For employees hired on or after the first full pay period in July 2003 or on or before June 30 2010, the City provides the PERS 2.7% at 55 retirement plan for miscellaneous employees. Each Employee shall pay the full eight percent (8%) employee's contribution to maintain such benefit.

**16.1.2** 2.0% at 60 Retirement Plan: For Employees hired on or after July 1, 2010 or on or before December 31, 2012, the City provides the PERS 2.0% at 60 retirement plan for miscellaneous employees with retirement formula of three years of highest compensation. Each employee shall pay the full seven percent (7%) employee's contribution of the PERS miscellaneous employee's contribution to maintain such benefit.

**16.1.3** PEPRA 2.0% at 62 Retirement Plan: For "New Member" Employees hired on or after January 1, 2013, the City provides the PERS 2.0% at 62 retirement plan. Employees shall pay the retirement contributions as required under provisions of the PEPRA retirement law and any subsequent amendments thereto which is currently fifty percent (50%) of the normal cost rate.

**16.1.4** Benefits Currently Provided:

- a) Single highest year compensation
- b) Sick leave credit
- c) 3rd Level 1959 Survivor
- d) Military Service Credit

## **ARTICLE 17. PHYSICAL EXAMINATIONS**

The City will pay for all physical examinations required by the City.

## **ARTICLE 18. SAFETY**

The City and the Association have a mutual interest in providing safe and healthful working conditions for its employees, in protecting City property from damage and loss and in ensuring the safety of the public when using City facilities. To this end both parties will work actively to adhere to the provisions of the City's Injury and Illness Prevention Program.

### **18.1 Health and Safety Provisions:**

Health and safety provisions are covered under the City's Injury and Illness Prevention Program.

**18.2 City Safety Committees:**

One City employee, who is a member of the Association, shall be a member of the City's Safety Committee.

**18.3 Outstanding Safety Issues:**

Any outstanding safety issues or concerns should be addressed to the employee's immediate supervisor.

**ARTICLE 19. GRIEVANCE PROCEDURE**

**19.1 Purpose:**

The following procedure is intended to be the exclusive remedy for resolving grievances regarding contract language disputes, excluding issues related to disciplinary actions.

The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination, retaliation or reprisal.

**19.2 Definition, Scope and Right to File:**

A grievance may be filed by an individual employee in the bargaining unit or by the Association on behalf of an employee. Should a decision not be rendered within the stipulated time limit, the aggrieved employee may immediately appeal to the next step of this procedure. A grievance may be considered settled if the decision at any level is not appealed within the specified time limit. A summary of the grievance procedure and application time requirements is described below.

All grievances shall be filed in accordance with this procedure. A grievance is defined as any dispute involving the interpretation, application or alleged violation of this memorandum of understanding.

**19.3 Step 1 – Informal Grievance Procedure:**

Within ten (10) calendar days of discovery of an event giving rise to a dispute, the employee and/or the employee representative shall present the dispute informally to the supervisor, manager or division head as appropriate. Where the dispute involves the relationship with the supervisor or manager they have a mutual responsibility to make a good-faith effort to resolve the matter at the lowest possible level. The supervisor or manager shall respond to the employee within ten (10) calendar days of the informal meeting with the employee and/or employee representative.

Presentation of an informal grievance shall be necessary prior to filing of a Formal Grievance.

#### **19.4 Step 2 – Formal Grievance Procedure:**

If the employee believes that the issue in dispute was not resolved informally, a formal grievance may be filed with the Department Head within ten (10) calendar days from the employee's receipt of the decision of the supervisor or manager. A formal grievance shall only be initiated in writing and shall contain information which:

- a) Identifies the aggrieved;
- b) Specifies the nature of the grievance, including a description of the time and place of relevant events;
- c) Delineates the rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
- d) Describes the consideration given and steps taken to secure informal resolution of the problem;
- e) Describes the corrected action desired; and
  
- f) Gives the names of the employee representative.

Within ten (10) calendar days after receipt of the written grievance, the Department Head or designee shall investigate the matter, confer with persons affected, (and their representatives) to the extent deemed necessary and render a decision in writing.

#### **19.5 Step 3 – Personnel Review:**

If the decision of the Department Head or designee does not resolve the dispute to the satisfaction of the employee, the Association has the right to submit and advance the grievance to the Human Resources Manager. If the Association chooses to advance the grievance to the Human Resources Manager, the Association shall notify the Human Resources Manager in writing within thirty (30) calendar days of receipt of the Step 2 response.

Within ten (10) calendar days after the request for review, the Human Resources Manager or designee shall investigate the matter, confer with persons affected (and their representatives) to the extent deemed necessary and render a decision in writing.

**19.6 Step 4 – Alternative Grievance-Appeal Resolution.** Any other dispute resolving mechanism may be substituted upon mutual agreement between the parties.

**19.7 Step 5 – Appeal to Arbitration.** Should the grievance remain unresolved through the preceding steps, the Association or the City may request binding arbitration as the final step in the grievance process, by notifying the other party in writing of their intent to proceed to arbitration. Such notice shall be provided to the

other party within ten (10) working days from the date of the decision rendered under Step 4, above, unless otherwise agreed to by the parties

**19.7.1 Selection of the Arbitrator:** Upon notice of intent to arbitrate, the Association and the City shall meet to select an arbitrator. If unable to mutually agree on the selection of an arbitrator, then a list of available arbitrators shall be obtained from the State of California Mediation and Conciliation Services or, if by mutual consent, from the American Arbitration Association. Upon receipt of such list, the parties shall meet by phone or in person and if unable to mutually select an arbitrator from such list then a coin shall be flipped and the party correctly calling the coin flip shall strike a name from the list. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator.

**19.7.2 Decision of the Arbitrator:** The decision, opinion, and award of the arbitrator shall be final and binding upon all parties, subject to review only under the provisions of California Code of Civil Procedure Section 1280 et seq., as amended. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Memorandum of Understanding.

**19.7.2.1** If the question of arbitrability of an issue is raised by either the employee, the Association, or the City, such questions shall be determined in the first instance by the arbitrator who shall, upon request of any party, make his/her determination prior to hearing the merits of the case.

**19.7.2.2** All arbitration proceedings under this part shall be governed by the California Arbitration Act (C.C.P. Section 1280 et seq.), and any action brought by any party to enforce the provisions hereof shall be brought solely and exclusively under said part.

**19.7.2.3** The City shall prepare in blank and deliver to the arbitrator subpoenas for issuance by him/her. The arbitrator may, in his/her discretion, require a showing of good cause prior to the issuance of any subpoena.

**19.7.2.4** The affected employee and the City agree to share equally all costs of the arbitrator and to be responsible for their own respective costs of making their presentation to the arbitrator.

**19.7.2.5** If by mutual agreement or requirement of the arbitrator, services of a court reporter are utilized, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

**19.7.3 General Provisions:**

**19.7.3.1** Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts to conclude any matter as promptly as possible.

**19.7.3.2** The time limitations established herein may be extended by mutual consent for valid reasons, such as legitimate absence of one or more parties or because of injury, illness, official obligations, or unavoidable personal obligations.

**19.7.3.4** Concurrent grievances or appeals alleging violation of the same provision and/or based on the same occurrence may be consolidated upon the agreement of the City and the Association, for the purpose of these procedures and be determined in one proceeding.

**19.7.3.5** While either the employee or the Association may initiate a grievance under the formal procedure (or they may join together in the procedure), once the issue identified by the grievance has been presented, no other grievance concerning the issue, incident, or action upon which the grievance is based may be initiated.

**19.7.3.6** The Association, when the initiating party, shall be subject to all policies and assume all rights and responsibilities of the grievance procedure which are granted to or required of the employee.

## **ARTICLE 20. APPEAL PROCEDURE FOR DISCIPLINARY ACTION**

### **20.1 Formal Procedure:**

An employee in the municipal service holding a regular appointment who is suspended for more than three [3] working days, demoted or dismissed by the City Manager, or who alleges that those sections of the Personnel Ordinance or Rules relating to promotion, demotion, reduction, suspension, and dismissal have been violated by the City Manager shall be entitled to be heard before the City Council provided a written request therefor has been filed with the City Clerk within ten [10] working days from the effective date of the action from which the employee seeks exception. The written request for a hearing before the City Council shall be processed as follows:

- a. Within twenty [20] days after the filing of a written request for hearing, the City Council shall investigate the charges and may call on independent consultants as it considers necessary, and shall conduct a hearing.
- b. The hearing before the City Council may be public or private at the option of the employee, and the employee may be represented by legal council or other representative.

- c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
- d. The City Council shall within ten [10] days of the hearing render its decision in writing and the City Clerk shall direct copies thereof to the City Manager, the employee requesting said hearing, and the department head concerned.
- e. The decision of the City Council may sustain, revoke, or modify the suspension, demotion, reduction in pay, or dismissal, and shall be final and conclusive in all respects and shall not be subject to appeal.
- f. In the event the City Council revokes or modifies a suspension, demotion, reduction in pay, or dismissal and orders the employee reinstated to his former position, it shall direct the payment of salary to the employee for the period of the time that the City Council rescinds the action.

## **ARTICLE 21. WORK STOPPAGE AND LOCKOUTS**

During the term of this agreement, no work stoppage, slowdown, strikes, or picketing shall be caused or sanctioned by the Association, and the City agrees that it will not lock out employees.

## **ARTICLE 22. CONTRACTING OUT**

The City will notify the Association if it contemplates contracting or subcontracting work customarily performed by members of the Association. The Association shall be given an opportunity to discuss the effect of the proposed action upon its members and, upon request, to propose an effective and economical alternative way in which such services could continue to be provided by the City's own employees. In the event that the City decides to contract or subcontract work the City will:

- a) Follow the layoff procedure stated in Article 6;

- b) Pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor
- c) Consider attrition or other similar alternatives if practical or feasible, however, the City does not guarantee employment.

## **ARTICLE 23. MISCELLANEOUS**

### **23.1 Meal Breaks:**

All employees shall be entitled to a one (1) hour non-paid meal period during each eight (8) hour work shift. Whenever possible, this meal period shall be scheduled at the middle of each shift.

### **23.2 Rest Periods:**

All employees shall be granted a rest period or coffee break limited to fifteen (15) minutes during each four (4) hours of work. Rest periods not taken shall be waived. The morning and afternoon rest period shall be granted near the middle of each four-hour shift whenever this is feasible.

Employees are entirely relieved of responsibilities and restrictions during their meal period, unless they are assigned to work an on-duty meal period, which will be treated as paid time.

### **23.3 Use of City Facilities for Private Purposes:**

Employees shall be entitled to rent City facilities for private use by the employee or his/her immediate family according to established City policy. The terms and conditions of the policy will be subject to review and revision during the term of this contract.

### **23.4 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 job functions of their position. The City agrees to meet and confer with the Association to discuss any actions which impact wages, hours and other terms and conditions of employment of any member of this bargaining unit.

### **23.5 Personnel Regulations:**

It is understood that during the term of this Memorandum of Understanding the City will be reviewing and updating, where needed the Personnel Regulations of the City. The City shall meet and confer with the Association on revisions, which are within the scope of representation. Where there are conflicts or differences between the Personnel Regulations and the Memorandum of Understanding, the language in the Memorandum of Understanding shall supersede, the procedure in the City of Los Altos' Personnel Regulations.

### **23.6 Probationary Appointments:**

The probationary period for all newly hired employees to the City shall be twelve (12) months. All newly hired employees to the City may be dismissed during the probationary period at any time without right of appeal.

An employee rejection during the probationary period from a position that the employee has been promoted shall be reinstated to the position from which employee was promoted from, unless employee is dismissed for cause. The probationary period may be extended by the City Manager, upon recommendation of the department head, for not more than six (6) months.

### **23.7 Outside Employment:**

Effective July 1, 2017, Unit employees shall provide written notification of current outside employment employee has been engaged in prior to June 30, 2016 and will continue to be engaged in after July 1, 2017 that is providing contract services through a City awarded contract related to services performed by the Department.

Effective July 1, 2017, employee shall seek prior approval of any outside employment with an employer that is providing contract services through a City awarded contract related to services performed by the Department. Additionally, at any time that employee's outside employer bids or is awarded a contract with the City of Los Altos, employee shall notify the Department within five (5) working days for the Department to review the appropriateness of continued employment to ensure transparency and avoidance of conflict.

## **ARTICLE 24. AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Memorandum of Understanding the following will apply:

The City's principal authorized agent shall be the Administrative Services Director or duly authorized representative.

City of Los Altos  
1 North San Antonio Road  
Los Altos, CA 94022  
(650) 948-1491

Los Altos Municipal Employee Association principal authorized agent shall be the Association President or duly authorized representative.

## **ARTICLE 25. PROVISIONS OF THE LAW**

This Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the Constitution of the State of California. If any part or provision of this agreement is in conflict or inconsistent with such applicable laws, or regulation, or it is rendered or

declared invalid by reason of any State or Federal legislation, such invalidation of such part or portion of this Memorandum of Understanding shall not invalidate the remaining portions hereof, and the remaining portions shall remain in full force and effect, insofar as such remaining portions shall remain in full force and effect, insofar as such remaining portions are severable. Parties shall meet and confer to the extent required to address the impacts Federal or State laws have upon matters within the scope of employment.

#### **ARTICLE 26. TERM**

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety and shall become in full force and effect on July 1, 2017 (date City Council approves successor MOU), unless otherwise noted, and shall continue in full force until midnight June 30, 2020.

LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION

DATE: July 7, 2017

Sean Gallegos  
Sean Gallegos, Association President

Chris Costanzo  
Chris Costanzo, Association Representative

CITY OF LOS ALTOS

DATE: 7/20/17

Phil Stanhope  
Phil Stanhope, Acting Human Resources Manager

Sharif Etman  
Sharif Etman, Administrative Services Director

Chris Jordan  
Chris Jordan, City Manager

APPENDIX A

SALARY SCHEDULE: First pay period in July 2017 – June 30, 2018

LAMEA -- Salary Schedule FY 17/18	Biweekly FY 17/18				
	Step A	Step B	Step C	Step D	Step E
<b><i>Legislative &amp; Executive</i></b>					
Public Information Coordinator	\$3,293	\$3,458	\$3,630	\$3,812	\$4,003
Economic Development Coordinator	\$3,293	\$3,457	\$3,630	\$3,812	\$4,003
<b><i>Administrative Services</i></b>					
Management Analyst II	\$3,525	\$3,701	\$3,886	\$4,080	\$4,284
Management Analyst I	\$3,204	\$3,364	\$3,533	\$3,709	\$3,895
Accounting Technician II	\$2,673	\$2,807	\$2,947	\$3,094	\$3,249
Accounting Technician I	\$2,321	\$2,437	\$2,559	\$2,687	\$2,821
Accounting Office Assistant I	\$2,041	\$2,143	\$2,250	\$2,363	\$2,481
Information Technology Analyst	\$3,740	\$3,927	\$4,123	\$4,330	\$4,546
Information Technology Technician	\$2,840	\$2,982	\$3,131	\$3,287	\$3,452
<b><i>Police Services</i></b>					
Executive Assistant	\$2,523	\$2,649	\$2,781	\$2,920	\$3,067
Lead Records Specialist	\$2,354	\$2,472	\$2,596	\$2,725	\$2,862
Records Specialist	\$2,138	\$2,244	\$2,356	\$2,474	\$2,597
<b><i>Public Works - Engineering</i></b>					
Associate Civil Engineer	\$3,841	\$4,033	\$4,235	\$4,446	\$4,669
Assistant Civil Engineer	\$3,396	\$3,565	\$3,744	\$3,931	\$4,127
Construction Inspector	\$2,939	\$3,086	\$3,241	\$3,403	\$3,573
Engineering Technician	\$2,939	\$3,086	\$3,241	\$3,403	\$3,573
Executive Assistant	\$2,523	\$2,649	\$2,781	\$2,920	\$3,067
<b><i>Public Works - Maintenance</i></b>					
Maintenance Supervisor	\$3,293	\$3,458	\$3,631	\$3,813	\$4,003
Executive Assistant	\$2,523	\$2,649	\$2,781	\$2,920	\$3,067
<b><i>Community Development</i></b>					
Senior Building Inspector	\$3,578	\$3,757	\$3,945	\$4,143	\$4,349
Building Inspector	\$3,237	\$3,399	\$3,569	\$3,748	\$3,936
Assistant Planner	\$3,284	\$3,448	\$3,620	\$3,801	\$3,990
Permit Technician	\$2,601	\$2,731	\$2,868	\$3,011	\$3,161
Executive Assistant	\$2,523	\$2,649	\$2,781	\$2,920	\$3,067
<b><i>Recreation &amp; Community Services</i></b>					
	Step A	Step B	Step C	Step D	Step E

Senior Recreation Supervisor	\$3,359	\$3,526	\$3,703	\$3,888	\$4,082
Recreation Supervisor	\$3,195	\$3,355	\$3,522	\$3,698	\$3,884
Recreation Coordinator	\$2,426	\$2,547	\$2,675	\$2,808	\$2,949
Facilities Coordinator	\$2,426	\$2,547	\$2,675	\$2,808	\$2,949
Office Assistant II	\$2,033	\$2,135	\$2,242	\$2,354	\$2,471
Office Assistant I	\$1,826	\$1,917	\$2,013	\$2,113	\$2,219
<b><i>New Positions for 2017-18</i></b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Associate Planner	3,628	3,809	3,999	4,199	4,409
Junior Engineer	3,087	3,241	3,403	3,573	3,752
Senior Engineer	4,401	4,621	4,852	5,095	5,350
Senior Planner	4,299	4,514	4,740	4,977	5,226

**SALARY SCHEDULE: First pay period in July 2018 – June 30, 2019**

To be determined – Will range between 3.00% and 4.00%

**SALARY SCHEDULE: First pay period in July 2019 – June 30, 2020**

To be determined – Will range between 2.50% and 4.00%



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

May 4, 2018

Sean K. Gallegos, President  
Los Altos Municipal Employees Association  
P.O. Box 684  
Los Altos, California 94023

Dear Mr. Gallegos,

This letter serves as notice and confirmation regarding all parties understanding and agreement that Appendix B replaces incorrect information described in Article 15.3 and 15.4 of the Memorandum of Understanding (MOU) between the City of Los Altos and the Los Altos Municipal Employees Association. During negotiations, all parties agreed to maintain the City's current contribution formula for medical benefits. However, the language, table and summary inserted in the Memorandum of Understanding (MOU) included incorrect information. Appendix B replaces Article 15.3 and 15.4 in the current MOU and represents the correct contributions through the end of the contract.

The City of Los Altos and the Los Altos Municipal Employees Association agree with the correction to the contribution formula and agree to the correction to Article 15.3 and 15.4 in the MOU with Appendix B.

Sincerely,

Sharif Etman  
Administrative Services Director  
City of Los Altos

LAMEA Representative

**15.3 Health and Medical Benefits:**

**15.3.1 Active Employees – PEMHCA Contribution:** The City currently provides medical benefits through the California Public Employees' Retirement System (CalPERS) Health Program under the Public Employees' Medical and Hospital Care Act (PEMHCA). Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and PEMHCA.

The City will contribute the minimum monthly amount required by PEMHCA for medical insurance benefits (PEMHCA Minimum Contribution). The City pays this contribution directly to CalPERS. This amount is established annually by PERS and is the minimum amount the City must pay on behalf of employees for medical insurance. For 2017, the PEMHCA Minimum Contribution is \$128.00 per month. This contribution is required only to the extent mandated by law and only as long as the City participates in the PEMHCA plan.

**15.3.2 Section 125 Cafeteria Plan and Administrative Fees:** The City will maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing members with access to various health benefits.

The City will pay for the PERS health care administrative fees and the cafeteria plan administrative fees.

The City will maintain the right to select or change medical plans and providers, and also to modify the medical plans so long as the level of benefits shall remain substantially the same.

**15.3.3 "Unequal Contribution" Method for CalPERS Annuitants:** The City uses the "unequal contribution" method for the City's contribution to medical insurance benefits for CalPERS Annuitants pursuant to Government Code Section 22892. Under this method, the City is required annually to increase the total monthly annuitant medical insurance benefit contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by 5% of the current monthly employer contribution for active employees until the time the City's contribution for annuitants equals the PEMHCA Contribution paid for active employees.

**15.3.4 CalPERS Annuitants – PEMHCA Health Benefits:** In accordance with the PEMHCA provisions, if a retired employee is a CalPERS Annuitant as defined in Subsection f above, the retired employee is eligible to receive the PEMHCA contribution specified in Subsection g above.

**15.4 Additional Contribution**

In addition to the PEMHCA Minimum Contribution, the City will provide a monthly supplemental allowance to all eligible employees to offset the cost of participation in City sponsored medical benefits available through an IRS Section 125 cafeteria plan (Additional Contribution). The Additional Contribution is based on the employee’s medical insurance plan participation level.

The PEMHCA Minimum Contribution, when added to the Additional Contribution, will equal the City’s total monthly contribution (Total Contribution). The Total Contribution is as follows:

Level of Coverage	2018	2019	2020
Employee Only	\$2,186	\$2,350	\$2,527
Employee Plus One	\$2,186	\$2,350	\$2,527
Family	\$2,186	\$2,350	\$2,527

The City will be responsible for paying the PERS health care administrative fees and the cafeteria plan administrative fees.

The City will continue the practice of paying the January premium in December at the increased rate.

The City will continue to have the right to select or change medical plans or providers, and to modify the medical plans so long as the level of benefits shall remain substantially the same.

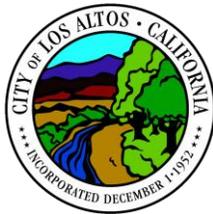
**15.4.1 Benefit Option Employees hired on or before October 1, 2013:**

**15.4.1.1 Cash Benefit Option:** An employee that chooses health benefits that do not cost as much as the maximum dollar amount they receive through the plan, the employee will be eligible to receive cash, up to the maximum amount of \$1,096.59 per month, minus the least expensive rate for the elected medical insurance tier (i.e. employee, employee + 1, employee + family), which is subject to taxation as wages.

**15.4.1.2 Waiving medical coverage:** Employees that elect to waive medical coverage, may be eligible for a monthly stipend of \$1,096.59 per month, which is subject to taxation as wages. Employees must provide proof of other medical benefit coverage to receive this benefit.

**15.4.2 Waiving Coverage- Employees hired after October 1, 2013:**

15.4.2.1 Employees that elect to opt out of medical coverage, may be eligible for a monthly stipend of \$350.00 per month, which is subject to taxation as wages. Employees must provide proof of other medical benefit coverage to receive this stipend.



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

November 9, 2018

Sean K. Gallegos, President  
Los Altos Municipal Employees Association  
P.O. Box 684  
Los Altos, California 94023

Dear Mr. Gallegos,

Pursuant to the provisions of the Meyers-Millias-Brown Act (“MMBA”), this Side Letter Agreement is entered into on November 08, 2018 between the City of Los Altos (“City”) and the Los Altos Municipal Employees Association (“LAMEA”) (“Side Letter Agreement”) as an amendment to the Memorandum of Understanding (“MOU”) effective July 1, 2017 through June 30, 2020. LAMEA 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 July 17, 2018 and July 23, 2018 concerning the terms and conditions of this Side Letter Agreement and its implementation and agree that the following language will replace Article 9.1 and 11.1 in its entirety, and Article 11.2 will remain unchanged.

The Parties agree with the following updates in the MOU with Appendix C.

Sincerely,

Jennifer Leal  
Human Resources Manager  
City of Los Altos

**9.1 Work Schedule:**

A Defined 9/80 Work Schedule consists of employees working 80 hours over nine days in a two week pay period. Employees work nine hours Monday through Thursday both weeks, and work one defined Friday of eight hours. With this schedule, City Hall and MSC are closed on the same Friday to both staff and the public. Police Department employees represented by LAMEA are exempt from the Defined 9/80 Work Schedule but may continue to have an alternate work schedule as defined in the policy.

M	TU	W	TH	F
<b>Week 1</b>				
9 hours	9 hours	9 hours	9 hours	8 hours
<b>Week 2</b>				
9 hours	9 hours	9 hours	9 hours	0 hours

All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Defined 9/80 Fridays, Saturdays, Sundays and Holiday. Departments for which necessity requires a different schedule from that generally applied, shall work according to regulations prepared by the respective department head and approved by the City Manager.

Employees shall be assigned to work shifts with scheduled starting and quitting times. Should it be necessary, in the interest of efficient operations, or due to a special event or circumstances to establish daily or weekly work schedules departing from the normal work day or the normal work week, the City shall give at least five (5) working days' notice days. Work schedules shall not be unjustly changed. If an employee is required to return to work more than sixteen (16) hours in a twenty-four (24) hour period, the employee shall have at least eight (8) hours rest between shifts, except in the case of emergencies.

Appendix D provides the City of Los Altos Administrative Instruction for Alternative Work Schedules for employees eligible to participate. It is mutually agreed that the intention is to try the schedule on a year-round basis. All parties acknowledge, however, the City's right to revert to a standard 10/80 schedule if needed for efficient municipal management. The Administrative Instruction for Alternative Work Schedule will provide guidance for the change in work schedules.

### 11.1 Scheduled Holidays:

The following shall be paid holidays for all eligible employees:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving Day
President's Day	Christmas Day
Memorial Day	Floating Holiday (accrues on April 1)
Independence Day	Floating Holiday (accrues on October 1)

Floating holidays may be taken anytime upon approval of the Department Head or his/her designee.

Effective January 1, 2019, employees will receive one (1) nine (9) hour floating holiday each fiscal year starting with the first pay period in July 2019. In the instance that the City needs to revert to a standard 10/80 Work Schedule, LAMEA members shall return to receiving two (2) eight (8) hour floating holidays each fiscal year. LAMEA members listed under Police Services in Appendix A are exempt from this modification and will continue to receive two (2) eight (8) Floating holidays (one in April and one in October).

Additional holidays may be taken anytime upon approval of City Council.

Effective August 27, 2018, employees will receive nine (9) hours paid for holidays listed under 11.1. LAMEA members listed under Police Services in Appendix A are exempt from this change and will follow Section 11.2 or receive eight (8) hours paid holiday.

Holidays, which fall on Saturday, will be observed the day before on Friday, and holidays, which fall on Sunday, will be observed the day after on Monday.

Integration with holidays and paid leave before January 1, 2019:

- a. When a holiday falls on an employee's regularly scheduled ten (10) hour work day, the employee shall receive nine (9) hours of paid holiday. When a holiday falls on an employee's regularly scheduled nine (9) hour work day, the employee shall receive nine (9) hours of paid holiday. When a holiday falls on an employee's regularly scheduled eight (8) hour work day, the employee shall receive eight (8) hours of paid holiday.
- b. When an observed holiday falls on a non-working Friday, the employee will receive nine (9) hours of paid holiday the Thursday before the holiday instead of receiving holiday pay the day of the holiday, in accordance with the employee's regularly scheduled hours for those days.
- c. If the Thursday before the scenario in section b is also a holiday, the employee shall receive nine (9) hours of holiday pay the Wednesday before the holiday in accordance with the employee's regularly scheduled hours for those days. (For example, if a non-working Friday falls on the day after Thanksgiving, employees would maintain their non-working Friday and receive nine (9) hours of holiday pay on Wednesday and Thursday instead of receiving holiday pay on Thursday and Friday).
- d. Employees on a 4/10 Schedule will need to use either floating holiday, vacation or compensatory time to cover the difference between their regularly scheduled hours and the compensated time received for holidays.

Appendix C – Approved November 09, 2018

- e. Employees who take a full day off on a ten (10) hour workday will be charged ten (10) hours of leave. Employees who take a full day off on a nine (9) hour workday will be charged nine (9) hours of leave. Employees who take a full day off on an eight (8) hour workday will be charged eight (8) hours of leave.
- f. This section only applies to employees that participate in the Defined 9/80 Schedule as defined in the employee's labor agreement.

Integration with holidays and paid leave after January 1, 2019:

- a. Sections a through e will carry forward.
- b. To ensure that employees on different work schedules do not receive disproportionate amounts of holiday hours per year, employees on a 9/80 schedule or a 4/10 schedule will only accrue one (1) nine (9) hour floating holiday in the first full pay period in July 2019.
- c. This section only applies to employees that participate in the Defined 9/80 Schedule as defined in the employee's labor agreement.

**11.2 Holiday Pay**

Records personnel in the Police Department required to work an alternative work schedule will receive hourly compensation for the holiday based on the employees current regularly scheduled work shift assignment. For holidays that do not fall on a regularly scheduled workday, the holiday compensation will be 8 hours.



**APPENDIX D  
CITY OF LOS ALTOS ADMINISTRATIVE POLICY  
ALTERNATIVE WORK SCHEDULES**

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**PURPOSE**

Alternative work schedules are intended to benefit the City of Los Altos (“City”) by decreasing the number of commute trips (and associated greenhouse gas emissions) required of City employees by 10% and align with the City’s Climate Action Plan - Goal 5.3 Support Sustainable Employee Travel. The City also recognizes the benefit of a compressed work week for City employees. Reducing the number of commute trips aids employee retention efforts while also providing the benefit of being used as a recruitment tool for future employees.

**POLICY**

**Policy Overview:**

Upon written request by an employee, the department director (or his or her designee) along with the employee’s immediate supervisor/manager shall consider allowing the employee to work an alternative work schedule. This schedule will only be approved if it maintains established levels of service and is transparent to the public. In addition, this scheduling will be subject to the conditions, limitations and procedures outlined in the City’s Administrative Policies.

Work schedules have been and will continue to be determined by City Departments based upon the need to provide service to the public. These schedules will continue to be administered by the Department. The department director (or his or her designee) will work with the employee’s immediate supervisor/manager and the employee to determine the appropriate alternative work schedule, break times, and work schedules.

**Alternative Work Schedule Options:**

**4/10 Work Schedule**

A 4/10 work schedule consists of four (4) workdays of ten (10) hours within a seven (7) day work week. For this schedule, the workweek begins Sunday at 12:00 AM and ends Saturday at 11:59 PM.

**9/80 Work Schedule**

A 9/80 is a work schedule of eighty (80) work hours, scheduled over the course of nine (9) workdays during a single biweekly pay period. The typical 9/80 schedule consists of eight (8) work days of nine (9)-hours, Monday through Thursday of each week, with one eight (8)-hour work day on one of the Fridays. For this schedule, the workweek shall begin exactly four (4) hours after the start time of the day of the week that the employee’s eight (8) hour work day is scheduled.

**Defined 9/80 Work Schedule**

City employees whose primary work location is City Hall, MSC, and full-time employees within the Recreation Department will be scheduled to work a Defined 9/80 Work Schedule consisting of eight (8) work days of nine (9) hours, Monday through Thursday of each week, and one (1) defined Friday of eight (8) hours. The non-working Friday will be the day that City Hall and MSC are closed to staff and the public. The Fridays that these locations will be closed shall be posted annually on the City’s website calendar. City employees at these locations may work a 4/10 Work Schedule, with department head approval, so long as their four workdays align with the days that City Offices will be open under the Defined 9/80 Schedule.

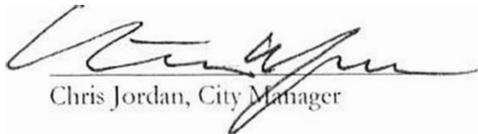
Employees shall be entitled to either a thirty minute or a one (1) hour unpaid meal period during each eight (8), nine (9), or ten (10) hour work shift unless an employee's labor agreement or existing policies at the Department level specify otherwise. Whenever possible, this meal period shall be scheduled at the middle of each shift. Breaks are considered paid time and cannot be combined with the lunch period to shorten the work schedule unless an employee's labor agreement specifies otherwise. Any other schedule modifications will not be permitted without prior approval by the employee's Supervisor/manager.

**Procedure:**

1. An employee scheduled to work an alternative work schedule or an employee requesting to work an alternative work schedule shall submit an "Alternative Work Schedule Form" to his or her immediate supervisor and to the department director for approval. Human Resources must receive a copy of the approved form.
2. Upon receipt of an employee's written request to work an alternative schedule, the department director will work with the employee's immediate supervisor/manager to determine whether the department can approve the employee's alternative work request.
  - a. In determining whether the department can approve the request, the department shall first consider its obligation is to the public.
  - b. If the department head determines that the alternative work schedule will not cause harm to the public service, he or she shall next consider whether the department can adequately manage the requested alternative schedule.
  - c. Finally, the department director will consider and allow the requested alternative schedules as long as it does not diminish the quality of the employee's work, the availability of City services, or result in increased costs.
3. In certain circumstances, and depending on workload and department initiatives, the department director (or his or her designee) may take the employee off their alternative work schedule unless an employee's labor agreement specifies otherwise. This may occur due to public service needs, the department's ability to manage the employee, the employee's performance or productivity, or for any other lawful reasons. In such instances, the department director (or his or her designee) will make an effort to notify the employee ahead of time of any scheduling change.
4. Employees working an alternative work schedule cannot move their regular day off or "flex" or adjust work hours forward or backward on the alternating regular work day without written approval by their supervisor.
5. Starting and ending times for the work day for an employee working an alternative work schedule continue to be subject to approval by the employee's supervisor/manager. The supervisor / manager may adjust the employee's start and end times from time to time, as necessary to provide adequate staffing and coverage.

Appendix D – Approved November 09, 2018

6. Integration with holidays and paid leave before January 1, 2019:
  - a. When a holiday falls on an employee’s regularly scheduled ten (10) hour work day, the employee shall receive nine (9) hours of paid holiday. When a holiday falls on an employee’s regularly scheduled nine (9) hour work day, the employee shall receive nine (9) hours of paid holiday. When a holiday falls on an employee’s regularly scheduled eight (8) hour work day, the employee shall receive eight (8) hours of paid holiday.
  - b. When an observed holiday falls on a non-working Friday, the employee will receive nine (9) hours of paid holiday the Thursday before the holiday instead of receiving holiday pay the day of the holiday, in accordance with the employee’s regularly scheduled hours for those days.
  - c. If the Thursday before the scenario in section 6b is also a holiday, the employee shall receive nine (9) hours of holiday pay the Wednesday before the holiday in accordance with the employee’s regularly scheduled hours for those days. (For example, if a non-working Friday falls on the day after Thanksgiving, employees would maintain their non-working Friday and receive nine (9) hours of holiday pay on Wednesday and Thursday instead of receiving holiday pay on Thursday and Friday).
  - d. Employees on a 4/10 Work Schedule will need to use either floating holiday, vacation, compensatory time, or management leave to cover the difference between their regularly scheduled hours and the compensated time received for holidays unless an employee’s labor agreement specifies otherwise.
  - e. Employees who take a full day off on a ten (10) hour workday will be charged ten (10) hours of leave. Employees who take a full day off on a nine (9) hour workday will be charged nine (9) hours of leave. Employees who take a full day off on an eight (8) hour workday will be charged eight (8) hours of leave.
  - f. This section only applies to employees that participate in the Defined 9/80 Work Schedule as defined in the employee’s labor agreement.
  
7. Integration with holidays and paid leave after January 1, 2019:
  - a. Sections 6a through 6e will carry forward.
  - b. To ensure that employees on different work schedules do not receive disproportionate amounts of holiday hours per year, employees on a Defined 9/80 Work Schedule or employees on a 4/10 Work Schedule at Defined 9/80 locations will only accrue one (1) nine (9) hour floating holiday in the first full pay period in July unless an employee’s labor agreement specifies otherwise.
  - c. This section only applies to employees that participate in the Defined 9/80 Work Schedule as defined in the employee’s labor agreement.
  
8. Overtime provisions
  - a. Overtime if any, must be approved in advance by the immediate supervisor.
  - b. Overtime for eligible non-exempt employees will be paid for all hours worked in excess of forty (40) hours in the employee’s seven (7) day workweek or as defined in the employee’s labor agreement.



Chris Jordan, City Manager

Effective Date: August 5, 2002  
Revision Date: April 20, 2006  
Revision Date: August 12, 2015  
Revision Date: October 31, 2018



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

### SIDE LETTER AGREEMENT

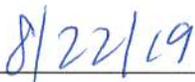
This Side Letter Agreement ("Agreement") is entered into by and between the City of Los Altos (City) and the Los Altos Municipal Employees Association (LAMEA). As specified below, certain positions in LAMEA will be flexibly staffed to promote qualified incumbents from lower classifications to higher classifications without conducting a competitive recruitment process. Flexibly staffed positions also provide managers the flexibility to make appointments at either the lower or higher classification, depending on the needs of the department and the candidates' qualifications. The flexibly staffed LAMEA positions are as follows:

Junior Engineer / Assistant Engineer / Associate Engineer  
Office Assistant I/II  
Assistant Planner / Associate Planner  
Management Analyst I/II  
Accounting Technician I/II

To be eligible for promotion within a flexibly staffed position, the incumbent must have sustained satisfactory performance in the lower classification and must meet the minimum qualifications of the higher classification. Employees who satisfy this criteria will be promoted upon recommendation of the Department Head. Employees who move from a lower classification into a higher classification within a flexibly staffed position will be on promotional probation for six (6) months. The promotional probationary period may be extended an additional six (6) months at the discretion of the City Manager or designee. An employee rejected during the probationary period from the higher classification will be reinstated to his or her previous lower classification unless the employee is dismissed for cause.

For the City:

  
\_\_\_\_\_  
Jennifer Leal  
Human Resources Manager  
City of Los Altos

  
\_\_\_\_\_  
Date

For LAMEA:

  
\_\_\_\_\_  
LAMEA Representative

  
\_\_\_\_\_  
Date