



## CONSENT CALENDAR

### Agenda Item # 5

#### AGENDA REPORT SUMMARY

**Meeting Date:** July 12, 2016

**Subject:** Adopt Resolution 2016-24 Memorandum of Understanding (MOU) between City of Los Altos & Sanitary Truck Drivers and Helpers Teamsters Union Local 350; three (3) year agreement

**Prepared by:** Debinique Blackburn, Human Resources Manager

**Reviewed by:** Jon Maginot, City Clerk/Assistant to the City Manager

**Approved by:** Chris Jordan, Interim City Manager

**Attachments:**

1. Resolution 2016-24
2. Memorandum of Understanding (MOU) July 1, 2016 – June 30, 2019

**Initiated by:**

Staff

**Fiscal Impact:**

This contract's additional cost to the City is \$239,884 (plus any associated benefit costs.)

**Environmental Review:**

Not applicable

**Policy Question for Council Consideration:**

- Does the Council wish to adopt Resolution 2016-24 and the terms within the Successor Memorandum of Understanding (MOU) reached by the City and Teamster Local 350?

**Summary of Provisions of the Successor Agreement:**

- Provides for a three year term expiring on June 30, 2019.
- Updates the current pension language to conform with changes related to pension reform.
- Provides eligible employees a pay increase of 3.25% the first full pay period following adoption of this successor agreement by the Council; 3.0% in year two and 3.0% in year three.
- Increases the minimum call back and stand by pay from two (2) to three (3) hours of base pay.
- Eligible employees covered under the agreement will receive an increase to the monthly cleaning allowance from \$15.00 to \$30.00 dollars.
- Provides that the City and the Union work jointly to implement the State of California's State Short Term Disability Insurance program (SDI). All premiums of the SDI program is to be paid by the employees.



**Subject:** Adopt Resolution 2016-24 Memorandum of Understanding (MOU) between City of Los Altos & Sanitary Truck Drivers and Helpers Teamsters Union Local 350; three (3) year agreement

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- Provides for the ability to shift unused dental dollars to vision care and an opt out of the City's medical plan in return for a stipend of \$350 per month.
- Changes the probationary period for classifications in this unit from one year to six months.
- Provides for a twenty day notice when permanently changing schedules.
- Provides a new provision to ensure that no conflict between City employment and other non-City employment with City vendors occur.
- Allows paid bereavement leave.

**Staff Recommendation:**

Move to approve Resolution 2016-24 and the terms outlined in the Memorandum of Understanding (MOU) between City of Los Altos & Sanitary Truck Drivers and Helpers Teamsters Union Local 350, which includes a three (3) year agreement.



**Subject:** Adopt Resolution 2016-24 Memorandum of Understanding (MOU) between City of Los Altos & Sanitary Truck Drivers and Helpers Teamsters Union Local 350; three (3) year agreement

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### **Purpose**

Approve the recommended terms for a new three year agreement expiring on June 30, 2019 with Sanitary Truck Drivers and Helpers Teamsters Union Local 350 to ensure continuation of maintenance services provided to the City of Los Altos.

### **Background**

The Memorandum of Understanding (MOU) between City of Los Altos & Sanitary Truck Drivers and Helpers Teamsters Union Local 350 expired on June 30, 2016. Representatives from the City and Teamsters, Local 350 met and conferred in good faith to reach an agreement on a successor MOU for the Council's approval.

The parties reached a tentative agreement on all terms and conditions of employment on June 30, 2016. On July 12, 2016 Teamsters Local 350 members will be voting on ratifying this Tentative Agreement for a three (3) year contract. Assuming that the Teamster Local 350 ratifies this Tentative Agreement prior to your July 12, 2016 Council meeting, staff is providing the following options for the Council's consideration. If the Union does not ratify the MOU, it will be pulled from the consent calendar.

### **Discussion/Analysis**

The current three year contract expired on June 30, 2016. In the now expired 2013 – 2016 contract, employees in this unit received a net total of 1% ongoing salary increase due to the economic downturn of the national economy and the City's desire to have employees contribute their full employee share of pension costs. Both parties were successful in addressing the fiscal challenges during this time period and moving towards the full employee payment of the employee share of retirement.

The successor agreement will take effect upon the City Council's adoption and the term will end on June 30, 2019. The terms of this agreement provides for a 3.25% salary increase the first full pay period after Council approval of this successor MOU; a 3.0% salary increase in year two and a 3.0% salary increase in year three.

The Successor Agreement also provides for the establishment of the State's Short Term Disability Insurance program (SDI) with all premiums paid by the employees. The Agreement also provides for slight increases to standby, call back and uniform cleaning allowances and allows for paid bereavement leave consistent with what is provided in other agencies.

Finally, the Successor Agreements allows employees who opt out of the City's medical plan with proof of other group plan coverage to receive an opt out stipend of \$350 per month, and also allows employees to redirect dental dollars to vision care.



**Subject:** Adopt Resolution 2016-24 Memorandum of Understanding (MOU) between City of Los Altos & Sanitary Truck Drivers and Helpers Teamsters Union Local 350; three (3) year agreement

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### Options

- 1) Adopt Resolution 2016-24 Memorandum of Understanding (MOU) between City of Los Altos & Sanitary Truck Drivers and Helpers Teamsters Union Local 350; three (3) year agreement.

**Advantages:** The parties have met and conferred in good faith in accordance with the Meyers Milias Brown Act (MMBA) to reach a successor agreement for a three year term. This successor agreement provides labor peace and stability to the City for three years. Reaching an agreement avoids the impasse and State fact finding process and the additional costs associated with meeting those requirements.

**Disadvantages:** None. Parties have mutually reached this agreement in accordance with the MMBA.

- 2) Do not approve the Memorandum of Understanding (MOU) between City of Los Altos & Sanitary Truck Drivers and Helpers Teamsters Union Local 350.

**Advantages:** The City will continue to operate under the now expired and existing Memorandum of Understanding until the impasse and fact finding processes are concluded and the matter is returned at the conclusion of those processes for Council's final determination.

**Disadvantages:** If the tentative agreement is not ratified by the City or the Union, the parties will need to follow the City's impasses process and the State's non-binding fact finding process. The City will incur additional costs to complete the impasse and fact finding process.

### Recommendation

The staff recommends Option 1.

**RESOLUTION NO. 2016-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS TO  
ADOPT THE JULY 1, 2016 – JUNE 30, 2019 MEMORANDUM OF  
UNDERSTANDING WITH SANITARY TRUCK DRIVERS AND HELPERS  
TEAMSTERS UNION LOCAL 350**

**WHEREAS**, Sanitary Truck Drivers and Helpers Teamsters Union Local 350 Memorandum of Understanding dated July 1, 2013 – June 30, 2016 expired on June 30, 2016; and

**WHEREAS**, representatives from the City and Sanitary Truck Drivers and Helpers Teamsters Union Local 350 met and conferred in good faith to reach a successor agreement; and

**WHEREAS**, the parties reached an agreement on June 30, 2016; and

**WHEREAS**, on July 12, 2016 members of the Sanitary Truck Drivers and Helpers Teamsters Union Local 350 ratified the Tentative Agreement for a three-year Successor Agreement.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Los Altos hereby approves the Memorandum of Understanding (MOU) with Sanitary Truck Drivers and Helpers Teamsters Union Local 350 for the term of the agreement from July 1, 2016 through June 30, 2019 attached to this resolution as Exhibit A. Unless otherwise noted, all changes shall take effect the first full pay period after Union ratification and adoption of this Successor Agreement. The Successor Agreement includes the following changes in terms:

1. **Salary:** Effective the first full pay period after union ratification of this MOU and City Council approval, base salary (defined as base pay) shall be increased 3.25%; effective the first full pay period in July 2017, base salary (defined as base pay) shall be increased 3.0%, and effective the first full pay period in July 2018, base salary (defined as base pay) shall be increased 3.0%.
2. **Stand by pay:** The City will increase standby pay from two (2) hours of pay to three (3) hours of pay per day at the E step of the Maintenance Worker III at straight time for each 24 hours on standby pro-rated.
3. **Call back pay:** Call back compensation shall be increased from a minimum of two (2) hours to three (3) hours at time and a half (1½). Call backs 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 (1½).

4. **Uniform cleaning allowance:** The City will increase its monthly uniform cleaning allowance from fifteen (\$15.00) dollars to thirty (\$30.00) dollars.
5. **Dental Plan (new):** Effective July 1, 2016 the current Dental Plan will allow unused dental contributions of up to three-hundred (\$300.00) dollars towards for expenditures for vision care for the unit member and up to two-hundred (\$200.00) dollars for the dependents to include prescriptive lenses and frames, contact lenses, optometry or eye appointments which are not covered by unit member or dependents medical insurance.
6. **SDI (new):** During the term of this MOU, the Administrative Services Department and the Union shall coordinate the implementation of the State of California Short Term Disability Program. The program shall be at the employee's cost.
7. **Opt out of City Medical Plan Stipend (new):** If waiving coverage, unit members who provide written verification of other group plan coverage will receive a maximum monthly stipend of three-hundred fifty (\$350.00) dollars.
8. **Bereavement Leave:** In the event of a death in the immediate family of a full-time regular employee, up to five (5) working days of bereavement leave will be allowed for personal matters relating to death.
9. **Probationary Period (new):** The probationary period for all newly hired employees in this unit to the City shall be six (6) months and may be dismissed during the probationary period at any time without right of appeal. The probationary period may be extended by the City Manager, upon the recommendation of the Department, for not more than six (6) months.
10. **Retirement:** Updates retirement section to conform to the 2013 Public Employee Pension Reform Act (PEPRA).
11. **Health Insurance:** Maintains the current language that provides City contributions towards premiums for employee only for the least expensive plan and updates the MOU to include the City's current contribution towards employee plus one and family based on current contract language.
12. **Outside Employment (new):** Effective July 1, 2016, 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, 2016 that is providing contract services through a City awarded contract related to services performed by the Department. Effective July 1, 2016, 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 the 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 the continued employment to ensure transparency and avoidance of conflict.

13. **Hours of Work Section 19.08:** Contingent upon agreement of a successor MOU, the City will take the necessary administrative action to recommend the following changes to the Personnel Regulations, Hours of Work Section 19.08:
- 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 weekdays. 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. These schedules include the 9/80 and 4/10 work schedule.
  - **(new provision)** The City will notify the Union and confer with the Union in accordance with Section 5.2 of this MOU prior to making any permanent work schedule changes. The City will give employees a minimum of twenty (20) working days' notice prior to implementation of the permanent schedule change.

14. Except as specified above, all existing terms and conditions of employment and conditions of employment set forth in the July 1, 2013 – July 1, 2016 MOU shall remain in effect for the term of the Successor Agreement and will be updated accordingly.

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the \_\_\_\_day of \_\_\_\_\_, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Jeannie Bruins, MAYOR

Attest:

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Jon Maginot, CMC, CITY CLERK

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF LOS ALTOS**  
**AND**  
**SANITARY TRUCK DRIVERS AND HELPERS**  
**UNION LOCAL 350**  
**July 1, 2016 – June 30, 2019**



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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF LOS ALTOS**  
**AND**  
**SANITARY TRUCK DRIVERS AND HELPERS**  
**UNION LOCAL 350**

**July 1, 2016 – June 30, 2019**

**PREAMBLE**

This Memorandum of Agreement is entered into by the City of Los Altos (hereinafter referred to as the City) and by SANITARY TRUCK DRIVERS AND HELPERS TEAMSTERS UNION LOCAL 350 (hereinafter referred to as the UNION). Employee, for the purposes of this Memorandum of Agreement shall mean an employee to a classification within the Teamsters unit. This Memorandum of Understanding is pursuant and subject to Sections 3500-3510 of the Government Code of the State of California.

**ARTICLE 1. RECOGNITION**

Pursuant to City policies and procedures and Section 3500-3510 of the government Code of the State of California, the City recognizes the Union 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 Teamster Unit.

**ARTICLE 2. NO DISCRIMINATION**

The City and Union 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**

### **3.1 Maintenance of Membership:**

Except as provided below, an employee is a member of the Union on July 1, 2000 or an employee who voluntarily joins the Union during the term of this Agreement shall remain a member in good standing for the term of this Agreement. During the first ten (10) calendar days of the month of July each year, employees who are members may withdraw membership in the Union by mailing a notice of withdrawal by United States Postal certified mail or hand deliver said notice of withdrawal to the Union and the City's authorized agents specified in Article 23.

### **3.2 Agency Shop:**

Pursuant to Government Code section 3502.5, on November 9, 2005, 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 a Union member to pay to the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments imposed by the Union. The amount of the service fee shall be the percentage of such dues, initiation fee and assessments that the Union's expenditures for representation of employees in collective bargaining bears to the total expenditures of the Union. 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.

### **3.3 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 required, pursuant to Section 3502.5(c) of the California Government Code, to pay sums equal to the dues, initiation fees or agency shop fees to a non-religious, non-labor, charitable fund selected by the employee from one of the following organizations:

- (a) United Way.
- (b) Delancey Street.
- (c) Rotary Club of San Francisco, Greater Mission.

Any employee who makes charitable payments pursuant to this provision shall provide the City with documentary evidence of such payments on a monthly or annual basis as a condition of continued participation in the exemption from the requirement to pay a

representation service fee to the Union. Employees who fail to provide proof of charitable payments will be required to pay a representation service fee. The City shall forward proof of charitable payments received from employees to the Union upon request.

### **3.4 Dues Deduction:**

Payroll deductions for membership dues and representation service fees shall be granted by the City to the Union. The following procedures shall be observed in the withholding of employee earnings.

(a) Payroll deductions shall be for a uniform specified amount for all Union members and a separate uniform specified amount for representation service fee payers, and shall not include fines. The Union may change the fixed uniform dollar amount once each calendar year during the life of this Agreement. The Union 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 Union and communicated to the City and non-members annually, concurrently with or immediately following the filing of the Union's LM-2 forms with the United States Department of Labor, but no later than sixty (60) days after the end of the Union's fiscal year. Failure by the Union 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 Union 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 Union.

(d) The Union 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 union and the objecting employee. The Union shall make available a copy of such procedure to non-member 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 Union 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 Union. The Union agrees that this

procedure and revisions shall comply 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 Union, 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 Union dues deduction.

(g) The Union shall refund to the City an amount paid to it in error upon presentation of supporting evidence.

(h) The Union shall indemnify defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. The Union's indemnity and liability obligation is more fully set forth as follows:

1. The Union shall defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, the Union shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the City or its officers and employees because of any application of this Article shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Union shall not diminish the Union's defense and indemnification obligations under this Agreement.

2. The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the Union of such action, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action and fully cooperate with the Union in providing all necessary employee witnesses and assistance necessary for such defense. The cost of any such assistance shall be paid by the Union.

3. The Union, upon its compromise or settlement of such action or matter shall timely pay the parties to such action all such sums due under

such settlement or compromise. The Union, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

(i) It is specifically agreed that any dispute between the City and the Union concerning the amount of the uniform dues deduction, the amount of the representation service fee, and/or the responsibilities of the Union with respect to these matters shall be resolved in accordance with the grievance procedures set forth in this Agreement. The Union hereby expressly waives any right to file an unfair labor practice charge with the Public Employment Relations Board regarding any dispute between the City and the Union arising under this Article 3.

## **ARTICLE 4. UNION RIGHTS**

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

The Union 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 obligation 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 employee that the Union is the exclusive recognized bargaining representative for that classification in said unit and shall inform the employee of their right to join and participate in activities of the Union.

### **4.3 Bulletin Board:**

The Union shall be allowed use of available bulletin board space as determined by the City Manager or his/her duly authorized representative. The board shall be used for the following subjects:

- (a) Information on Union elections, reports and notices;
- (b) Reports of official business of the Union; and
- (c) Scheduled membership benefits, programs and promotions;

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. Prior to posting of any notice on the designated bulletin board, the Union shall file one (1) copy of said notice or material with the Public Works Superintendent or his/her duly authorized representative.



#### **4.4 Access To Union Representatives:**

Membership meetings, organizing activities, membership campaigns, or dues collecting by Union 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 Union shall not enter a work location/site without advance notification to the Assistant to the City Manager/Personnel Director or his/her duly authorized representative.

#### **4.5 Steward:**

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

The Union 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 Union 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 Union 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 unless it is clearly established that such a determination is arbitrary. 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 Union.

**6.4 Order of Layoff:**

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

- (a) Temporary employees;
- (b) Probationary employees;
- (c) In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority, and their ability to perform the remaining work available without further training.

**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 Union, 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 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:**

Effective the first full pay period after Union Ratification and City Council approval of this MOU, base salary (defined as base pay only) shall be increased by 3.25%.

Effective the first full pay period in July 2017, base salary (defined as base pay only) shall be increased 3.0%.

Effective the first full pay period in July 2018, base salary (defined as base pay only) shall be increased 3.0%.

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.

This step shall be considered maximum pay for competent performance of all the duties accruing to the individual position by an experienced and qualified employee.

### **8.3 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.

### **8.4 Promotion:**

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

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

### **9.1 Application:**

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the City from restructuring the normal work day or work week for the purpose of promoting the efficiency of municipal government operations or from directing and establishing the work schedules of employees. Attachment C provides the City of Los Altos Administrative Instruction for the 9/80 Work Schedule for crews 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 with these exceptions:

(a) Public Works employees will be allowed to combine their afternoon break into the lunch break (lunch break occurs from noon to 12:30).

(b) On occasion, as scheduling allows, and only with the prior permission of the Superintendent, employees will be allowed to make up the one hour difference in lieu of using their accrued leave balances for holidays for which they receive only 8 hours of compensation. This additional work shall be a minimum of a half hour. Such time will always be paid at straight time.

### **9.2 Work Week and Work Day:**

The normal workday shall consist of eight (8) hours of work, excepting a meal period within a twenty-four (24) hour period, unless an alternate work schedule has been approved by the City. The normal work week shall consist of forty (40) hours made up of five (5) eight (8) hour days in a seven (7) day period, except in cases of emergency or unless an alternate work schedule has been approved by the City. Employees on an Alternative Work Schedule only earn overtime following the completion of their standard shift.

### **9.3 Work Schedule:**

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 of such change to the affected employee(s). Nothing herein shall prohibit the City from adjusting the work hours or 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.

During the term of this Agreement, employees, subject to the conditions of their job assignment, may propose an alternate work schedule. Such proposals must be made to the department head through the immediate supervisor. Alternative work schedules will be considered on a case by case basis. If the proposed alternate work schedule is approved, it will be implemented as soon as possible. The City may change any approved alternate schedule back to the normal work schedule at any time and for any reason with or without consulting the employee. However, the City will provide as much notice as is reasonably possible and practical to the employee if the work schedule is to be changed back.

### **9.4 Overtime Work:**

Overtime work for all non-exempt employees shall be defined as any time worked beyond the normal eight (8) work day or beyond the normal forty (40) hour work week.

Compensation to employees working overtime shall be paid at one and one-half (1 ½) times their regular straight time hourly rate of pay for all authorized hours of work in

excess of eight (8) hours in the work day or forty (40) hours in the work week. 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. In lieu of overtime pay, the employee may elect to receive compensatory time off at the rate of one and one-half (1 ½) times the hours worked. Employees shall be allowed to accrue up to eighty (80) hours compensatory time off in lieu of paid overtime subject to the approval of the City Manager or his/her duly authorized representative. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected.

**9.5 Meal Breaks:**

All employees shall, be entitled to a thirty (30) minute non-paid meal period during each eight (8) hour work shift, except evening shift workers who will be granted a thirty (30) minute paid meal break. Whenever possible, this meal period shall be scheduled at the middle of each shift.

**9.6 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 rest period shall be granted near the middle of each four hour shift whenever this is feasible. The afternoon rest period shall be combined with the thirty-(30) minute meal break.

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.

**9.7 Clean-Up Time:**

All employees whose work causes their person or clothing to become soiled shall be provided with reasonable time not to exceed ten (10) minutes for clean-up period prior to the end of each work shift.

**9.8 Standby Pay, Call-Out Pay:**

9.8.1. **Standby Compensation:** The City will pay three (3) hours per day at the E step of Maintenance Worker III at straight time for each 24 hours on standby by pro-rated.

9.8.2 **Minimum Call-Out Pay:** Call back compensation shall be a minimum of three (3) hours at time and a half (1 ½) Call backs 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).

**9.9 Weekend Work Program (WWP):**

Employees assigned to the WWP shall be compensated at the overtime rate.

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

### **10.1 Uniforms:**

The uniform items are not to be used other than working for the City or while traveling to and from work. Uniforms will be ordered to arrive prior to September 30, if possible. The City shall provide uniforms as follows:

(a) Maintain the annual purchase of five (5) brown Carhartt type work pants, five (5) button down long sleeve or short sleeve shirts, five (5) t-shirts and a monthly cleaning allowance of thirty (\$30.00) dollars; and

(b) The City will provide one winter jacket, one hooded sweat shirt, one baseball type cap and one sun hat to be replaced on an as needed basis.

### **10.2 Boot Allowance:**

The City shall provide for the replacement of safety boots/shoes at no cost to the employee as they become unusable due to wear or damaged boot. The employee must present the safety boot/shoe to the appropriate supervisor who will determine if it is unusable and who will authorize and approve the purchase of the new safety boot/shoe. The employee will be allowed to receive a maximum of two (2) pair of safety boots/shoes per fiscal year. All authorized safety boots/shoes will be steel toed and consistent with the typical duties and needs of the employee. Employees are required to wear these safety boots/shoes when performing their City duties.

### **10.3 Safety/Rain Boot:**

The City shall provide employees with a high quality (not steel toed) safety wet weather boot. The boot shall be stored in the employee's locker and kept available when necessary. This boot will be replaced upon presentation to the appropriate supervisor that it is unusable due to wear or damage. This boot shall remain the property of the City.

### **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.

### **10.5 Licenses and Certificates:**

The City will pay for the medical exams for Class B license. Employees who hold and maintain a Class B Commercial License will receive a stipend of \$25 bi-weekly.

## **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.

## **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. An employee shall be required to take at least one (1) calendar week of earned vacation leave at one time, unless otherwise authorized by his/her department head.

**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 work day 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 of a full-time regular employee, up to five (5) working days of 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), grand parent (in-law), grand child (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.

**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 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 sixty (60) 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 Union.

### **15.2 Tuition Reimbursement Program:**

An employee may be reimbursed for a class of study up to a maximum of \$200.00 per class which is the approximate University of California or the California State University system cost, or per course equivalence. The City may reimburse an employee for tuition and related fees paid for taking classes of study in an off-duty status if the subject matter content of the class is closely related to the employee's present work assignment, and appropriate funds are in the department budget. Also, an employee may be reimbursed if the class is deemed desirable to enhance promotion to the next higher position. There must be a reasonable expectation that the employee's work performance or value to the City will be improved as a result of the class. Classes taken as part of the program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under described criteria. The employee must both begin and successfully complete the class while employed by the City.

The employee must submit an application on the prescribed form to the appropriate Department Head giving all information needed for an evaluation of the request. The Department Head and the City Manager's office shall recommend approval or disapproval and the decision shall be final. In order to be reimbursed the employee's application must have been authorized by the appropriate Department Head and approved by the City Manager or his/her designee before enrolling in the class. If a class is approved and later found to be unavailable, a substitute class may be approved after enrollment. Requests for exceptions to the maximum reimbursement level of \$200.00 must be submitted in writing to the Department Head. They will be considered on a case by case basis by the City Manager, whose decision will be final.

Upon completion of the class, the employee must submit to the City a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. The employee must have attained a grade of "C" or above (or a pass on the pass/fail system) to be entitled to reimbursement. Reimbursement may include tuition, related fees, books and materials, but not transportation costs. The final determination as to the reimbursement of such items will rest with the Department Head and/or the City Manager's office. Receipts must accompany the request for reimbursement.

If any employee is receiving benefits from any other form of Career Incentive Program, such as (CIP) or Education Longevity Program (ELP) he/she is not entitled to tuition reimbursement.

### **15.3 Training Program:**

The City Manager, upon consulting the department heads concerned, shall be responsible for the training programs for employees.

Authorization may be granted for employees to attend professional conferences and meetings, or to participate in some form of activity or training in the interest of the City.

Upon budget authorization, such paid leave may be granted by the Department Head.

Reimbursement of expenses incurred shall be made in accordance with the established travel/meeting policy.

**15.4 Health Insurance:**

The City will provide the PERS Health Program with the following provisions:

- a. The city will implement continue the unequal employer contribution method and will make the minimum medical contribution allowed under State and PERS law for active employees and retirees.
- b. The retiree contribution will increase annually by 5% of the contribution made for active employees, for each CalPERS contract year until such time as the employer contribution for retirees equals the employer contribution paid for active employees.
- c. The current required employee contribution will remain at \$16 the minimum contribution so long as allowed by State law or PERS, unless the provision stipulating the contribution is changed, in which case the City retains the option to discontinue the program.
- d. The City's contribution to the active employee's account will be limited to the tier at which the employee participates (employee, employee plus one, and family). The City's contribution shall be an amount equal to the premium payment of the appropriate tier shown below (minus the contribution referenced in subparagraph 15.4 a).

Effective January 2017

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 2016 contribution towards medical premiums for the category of "employee plus one" coverage.
3. City will provide an additional 7.5% above the 2016 contribution towards medical premiums for the category of "family" coverage.

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.

Level of Coverage	2016	2017	2018	2019
<b>Employee Only</b>	Least Expensive Plan \$721.79	Least Expensive Plan \$783.46	Least Expensive Plan TBD	Least Expensive Plan TBD
<b>Employee Plus One</b>	\$ 1,583.00	\$1,702.00	\$1,830.00	\$1,968.00
<b>Family</b>	\$ 1,891.00	\$2,033.00	\$2,186.00	\$2,350.00

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

f. 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 also to modify the medical plans so long as the level of benefits shall remain substantially the same.

**15.5 Dental:**

The City will maintain the maximum employee dental reimbursement at \$1,705 and dependents at \$1,136 based on resolution 2008-45. Subject to recommendation from an employee committee during the first six months of the fiscal year. The Committee will review the program to make recommendations regarding the benefit levels.

The City shall convene a dental committee to meet and evaluate the dental plan and make recommendations for modifications as needed, including scope and rules of using the plan, and consideration of an increase in the employee and dependent cap.

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

Effective July 1, 2016, the current Dental Plan will allow up to \$300.00 for expenditures for vision care for the unit member and up to \$200.00 for dependents 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 Union 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. Fees currently are \$5.00 per month if participating in one spending account and \$5.50 per month if participating in two spending accounts.

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

During the term of this MOU, the Administrative Services Department and the Union shall coordinate implementation of the State of California Short Term Disability Program. The program shall be at the employee's cost.

**15.8 Opt Out of City Medical Plan Stipend:**

If waving coverage, unit members who provide written verification of other group plan coverage will receive a maximum monthly stipend of \$350.00.

**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. The benefits currently provided are:

Single highest year compensation  
Sick leave credit  
3<sup>rd</sup> Level 1959 Survivor  
Military Service Credit

**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 employees 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.

**ARTICLE 17. PHYSICAL EXAMINATIONS**

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

**ARTICLE 18. SAFETY**

The City and the Union 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 Union, 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, as defined below, and replaces the Grievance and Appeals procedure in the City of Los Altos’ Personnel Regulations.

The City and the Union 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, or by the Union on behalf of an employee who is otherwise eligible to file a grievance.

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 attached as Appendix B.

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:

- (a) The current Memorandum of Understanding between the City and the Union;
- (b) The City's Personnel Regulations, policies or procedures;
- (c) A dispute involving any disciplinary action taken against a permanent employee or probationary promotional employee (as used in this Article, discipline is defined as any dismissal, suspension, or demotion.)'
- (d) Performance evaluations resulting in a step decrease.

The following matters are specifically excluded from consideration under the Grievance Procedure:

- The determination of the contents of job classifications;
- The determination of procedures and standards of selection for employment or promotions;
- Items which require a capital expenditure;
- Item subject to the Meet and Confer process as defined in the California Government Code;
- All City rights specified in this Agreement and in the City's Employer-Employee Relations Resolution;
- The release of an employee during his/her original probation period;
- Performance evaluations resulting in the non-award of a scheduled step increase.

The content of documented oral counseling, written reprimands/warning and performance evaluations are not grievable, but may be discussed directly with the Department Head, Assistant to the City Manager, and subsequently with the City Manager.

**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 employee or his or her representative may request a review by the Assistant to the City Manager/Personnel Director or other designee by the City Manager. The request of the meeting shall be made in writing within ten (10) calendar days of receipt of the decision of the Department Head or designee.

Within ten (10) calendar days after the request for review, the Assistant to the City Manager/Personnel Director 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 –Appeals Board:**

If the decision of the Assistant to the City Manager/Personnel Director or designee does not resolve the dispute to the satisfaction of the employee, the employee or his/her representative may request a hearing before a formal Appeals Board. The request for the meeting shall be made in writing within ten (10) calendar days of receipt of the decision of the Assistant to the City Manager/Personnel Director or designee.

**Appointment of Appeals Board:** Upon receipt of an appeal by the Assistant to the City Manager/Personnel Director, an Appeals Board shall be formed. Within ten (10) calendar days following the receipt of the appeal, the City Manager or designee shall appoint two (2) representatives to the Appeals Board, and the appellant shall appoint two (2) representatives to the Appeals Board. No Appeals Board representative shall be an employee of the same department as the appellant, but all four (4) appointed representatives must be employees of the City. The parties shall, concurrently with the appointment process, mutually agree to the selection of one non-City employee to serve as a fifth non-voting member and chairperson of the Appeals Board. If the parties cannot agree on the fifth non-voting member, the fifth member shall be appointed by the State Mediators office. The names of all five members of the Appeals Board shall be received by the Assistant to the City Manager/Personnel Director or designee no later than ten (10) calendar days following his/her receipt of the appeal. If either the City Manager or designee or the appellant fail to appoint within this time, then, in that event, the Assistant to the City Manager/Personnel Director shall, upon notice to the delinquent party, appoint employees to any vacant Appeals Board positions. Requests for a time extension shall be mutually agreed upon by both parties. All time extension requests shall be made in writing.

**Date of Hearing – Notice:** Immediately after receiving the names of the members of the Appeals Board, the Assistant to the City Manager/Personnel Manager shall set a date for the Appeals Board to hold a hearing on the matter of appeal. Such hearing shall be held no later than twenty-five (25) calendar days following the naming of the Appeals Board, unless a later date is agreed to by the appellant or it is not reasonably possible to convene the Appeals Board within that twenty-five (25) calendar days, taking into consideration the time necessary for all parties to prepare the matter for hearing. The Assistant to the City Manager/Personnel Director shall, immediately upon the selection of a hearing date, give written notice of the date, location and time of the hearing and identify the Appeals Board members to the appellant, the department head and other appropriate persons from whose action the appeal is made.

#### **Hearing:**

- (a) At the date and time and place specified, the Appeals Board shall conduct a hearing on the appeal filed
- (b) Unless incapacitated, the appellant shall personally appear before the Appeals Board at the time and place of the hearing and shall not be excused

from answering questions and supplying information except upon claim of constitutional privilege.

(c) Upon conclusion of the hearing, the Appeals Board shall certify its findings and recommendations within fifteen (15) calendar days to the City Manager with copies to the Assistant City Manager/Personnel Director, appropriate department head and appropriate department head and appellant.

(d) In the event of absence, illness or disability of a majority of the Appeals Board, the time limitation shall not be used to invalidate the appeal procedure or deprive any employee the right to a hearing. Rather, the hearing shall be continued by the Assistant to the City Manager/Personnel Director from time to time until a majority of the Appeals Board is present.

**19.7 City Manager Review:**

The City Manager shall review the findings and recommendations of the Appeals Board and shall, within fifteen (15) calendar days following the receipt of the recommendation from the Appeals Board, affirm, revoke, or modify the action taken. The City Manger's decision shall be final.

**ARTICLE 20. WORK STOPPAGE AND LOCKOUTS**

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

**ARTICLE 21. CONTRACTING OUT**

The City will notify the Union if it contemplates contracting or subcontracting work customarily performed by members of the Union bargaining units. The Union 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 22. MISCELLANEOUS**

### **22.1 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 employee shall pay a rental fee as established by the policy, which currently is \$24.00 per day.

### **22.2 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 Union to discuss any actions which impact wages, hours and other terms and conditions of employment of any member of this bargaining unit.

### **22.3 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 Union on revisions, which are within the scope of representation.

### **22.4 Probationary Appointments:**

The probationary period for all newly hired employees to the City shall be six (6) 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.

### **22.5 Outside Employment:**

Effective July 1, 2016, 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, 2016 that is providing contract services through a City awarded contract related to services performed by the Department.

Effective July 1, 2016, 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 5 working days for the Department to review the appropriateness of continued employment to ensure transparency and avoidance of conflict.

## **ARTICLE 23. 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 Assistant to the City Manager/Personnel Director or duly authorized representative.

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

Sanitary Truck Drivers Teamster Local 350 principal authorized agent shall be:

Sanitary Truck Drivers Local 350  
295 89<sup>th</sup> Street, Suite 304  
Daly City, CA 94015  
(650) 757-7290

## **ARTICLE 24. 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 25. 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 \_\_\_\_\_ (date City Council approves successor MOU), unless otherwise noted, and shall continue in full force until midnight June 30, 2019.

The Union shall provide the City with its written proposals on terms within the scope of representation for the period beginning July 1, 2019, no later than March 15, 2019.

**Sanitary Truck Drivers and Helpers  
Union, Local No. 350**

**City of Los Altos**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
John Bouchard, Union President

\_\_\_\_\_  
Debinique Watts-Blackburn,  
Human Resources Manager

\_\_\_\_\_  
Sergio Arrañaga,  
Union Business Representative

\_\_\_\_\_  
Dania Torres Wong, Chief Negotiator

\_\_\_\_\_  
Matthew Estrella,  
Union Representative

\_\_\_\_\_  
Martin Herrera, Union Representative

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jolie Houston, City Attorney

AGREED:

\_\_\_\_\_  
Christopher Jordan, Interim City Manager



## APPENDIX A

### Full-Time Equivalent Salary Schedule Teamsters Local 350

FY 16/17 <i>Effective July 2016</i>	Biweekly Salary					Monthly Salary					Annual Salary				
	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Equipment Mechanic	\$2,460	\$2,584	\$2,713	\$2,849	\$2,991	\$5,331	\$5,599	\$5,879	\$6,172	\$6,481	\$63,972	\$67,193	\$70,549	\$74,065	\$77,770
Fleet Facilitator	\$2,096	\$2,201	\$2,312	\$2,426	\$2,548	\$4,541	\$4,769	\$5,009	\$5,257	\$5,521	\$54,495	\$57,234	\$60,106	\$63,086	\$66,253
Maintenance Leadworker	\$2,460	\$2,584	\$2,713	\$2,849	\$2,991	\$5,331	\$5,599	\$5,879	\$6,172	\$6,481	\$63,972	\$67,193	\$70,549	\$74,065	\$77,770
Maintenance Technician	\$2,460	\$2,584	\$2,713	\$2,849	\$2,991	\$5,331	\$5,599	\$5,879	\$6,172	\$6,481	\$63,972	\$67,193	\$70,549	\$74,065	\$77,770
Maintenance Trainee I	\$1,137	\$1,194	\$1,253	\$1,315	\$1,381	\$2,463	\$2,586	\$2,716	\$2,850	\$2,993	\$29,556	\$31,033	\$32,590	\$34,201	\$35,919
Maintenance Trainee II	\$1,475	\$1,549	\$1,627	\$1,708	\$1,793	\$3,197	\$3,356	\$3,526	\$3,700	\$3,886	\$38,362	\$40,268	\$42,308	\$44,402	\$46,630
Maintenance Worker I	\$1,974	\$2,073	\$2,177	\$2,285	\$2,400	\$4,277	\$4,492	\$4,716	\$4,951	\$5,199	\$51,328	\$53,905	\$56,589	\$59,408	\$62,388
Maintenance Worker II	\$2,232	\$2,344	\$2,461	\$2,584	\$2,713	\$4,837	\$5,078	\$5,333	\$5,599	\$5,879	\$58,039	\$60,938	\$63,998	\$67,193	\$70,549
Maintenance Worker III	\$2,345	\$2,461	\$2,584	\$2,714	\$2,850	\$5,080	\$5,333	\$5,599	\$5,881	\$6,174	\$60,965	\$63,998	\$67,193	\$70,576	\$74,092

FY 17/18 <i>Effective July 2017</i>	Biweekly Salary					Monthly Salary					Annual Salary				
	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Equipment Mechanic	\$2,534	\$2,662	\$2,795	\$2,934	\$3,081	\$5,491	\$5,767	\$6,055	\$6,357	\$6,675	\$65,891	\$69,209	\$72,665	\$76,287	\$80,103
Fleet Facilitator	\$2,159	\$2,267	\$2,381	\$2,499	\$2,625	\$4,678	\$4,913	\$5,159	\$5,415	\$5,687	\$56,130	\$58,951	\$61,909	\$64,978	\$68,241
Maintenance Leadworker	\$2,534	\$2,662	\$2,795	\$2,934	\$3,081	\$5,491	\$5,767	\$6,055	\$6,357	\$6,675	\$65,891	\$69,209	\$72,665	\$76,287	\$80,103
Maintenance Technician	\$2,534	\$2,662	\$2,795	\$2,934	\$3,081	\$5,491	\$5,767	\$6,055	\$6,357	\$6,675	\$65,891	\$69,209	\$72,665	\$76,287	\$80,103
Maintenance Trainee I	\$1,171	\$1,229	\$1,291	\$1,355	\$1,423	\$2,537	\$2,664	\$2,797	\$2,936	\$3,083	\$30,443	\$31,964	\$33,568	\$35,227	\$36,996
Maintenance Trainee II	\$1,520	\$1,595	\$1,676	\$1,759	\$1,847	\$3,293	\$3,456	\$3,631	\$3,811	\$4,002	\$39,512	\$41,476	\$43,577	\$45,734	\$48,029
Maintenance Worker I	\$2,033	\$2,135	\$2,242	\$2,353	\$2,472	\$4,406	\$4,627	\$4,857	\$5,099	\$5,355	\$52,867	\$55,522	\$58,287	\$61,190	\$64,259
Maintenance Worker II	\$2,299	\$2,414	\$2,535	\$2,662	\$2,795	\$4,982	\$5,231	\$5,493	\$5,767	\$6,055	\$59,780	\$62,766	\$65,918	\$69,209	\$72,665
Maintenance Worker III	\$2,415	\$2,535	\$2,662	\$2,796	\$2,935	\$5,233	\$5,493	\$5,767	\$6,058	\$6,360	\$62,794	\$65,918	\$69,209	\$72,693	\$76,315

FY 18/19 <i>Effective July 2018</i>	Biweekly Salary					Monthly Salary					Annual Salary				
	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Equipment Mechanic	\$2,610	\$2,742	\$2,879	\$3,022	\$3,173	\$5,656	\$5,940	\$6,237	\$6,548	\$6,876	\$67,868	\$71,285	\$74,845	\$78,576	\$82,506
Fleet Facilitator	\$2,224	\$2,335	\$2,453	\$2,574	\$2,703	\$4,818	\$5,060	\$5,314	\$5,577	\$5,857	\$57,814	\$60,719	\$63,766	\$66,928	\$70,288
Maintenance Leadworker	\$2,610	\$2,742	\$2,879	\$3,022	\$3,173	\$5,656	\$5,940	\$6,237	\$6,548	\$6,876	\$67,868	\$71,285	\$74,845	\$78,576	\$82,506
Maintenance Technician	\$2,610	\$2,742	\$2,879	\$3,022	\$3,173	\$5,656	\$5,940	\$6,237	\$6,548	\$6,876	\$67,868	\$71,285	\$74,845	\$78,576	\$82,506
Maintenance Trainee I	\$1,206	\$1,266	\$1,330	\$1,396	\$1,466	\$2,613	\$2,744	\$2,881	\$3,024	\$3,176	\$31,356	\$32,923	\$34,575	\$36,283	\$38,106
Maintenance Trainee II	\$1,565	\$1,643	\$1,726	\$1,812	\$1,903	\$3,391	\$3,560	\$3,740	\$3,925	\$4,122	\$40,698	\$42,720	\$44,884	\$47,106	\$49,470
Maintenance Worker I	\$2,094	\$2,200	\$2,309	\$2,424	\$2,546	\$4,538	\$4,766	\$5,003	\$5,252	\$5,516	\$54,453	\$57,188	\$60,036	\$63,026	\$66,187
Maintenance Worker II	\$2,368	\$2,487	\$2,611	\$2,742	\$2,879	\$5,131	\$5,387	\$5,658	\$5,940	\$6,237	\$61,573	\$64,649	\$67,896	\$71,285	\$74,845
Maintenance Worker III	\$2,488	\$2,611	\$2,742	\$2,880	\$3,023	\$5,390	\$5,658	\$5,940	\$6,239	\$6,550	\$64,678	\$67,896	\$71,285	\$74,874	\$78,604

## APPENDIX B

### **Step 1 – Informal Grievance**

EMPLOYEE/UNION TO DISCUSS WITH SUPERVISOR	10 DAYS
SUPERVISOR RESPONSE TO EMPLOYEE/UNION	10 DAYS

### **Step 2 – Formal Grievance**

EMPLOYEE/UNION TO FILE WITH DEPARTMENT HEAD	10 DAYS
DEPARTMENT HEAD RESPONSE TO EMPLOYEE/ UNION	10 DAYS

### **Step 3 – Personnel Review**

EMPLOYEE/UNION TO FILE WITH ASSISTANT TO THE CITY MANAGER	10 DAYS
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ASSISTANT TO THE CITY MANAGER RESPONSE TO EMPLOYEE/UNION	10 DAYS
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### **Step 4 - Appeals Board**

EMPLOYEE/UNION TO FILE FORMAL APPEAL WITH THE ASSISTANT TO THE CITY MANAGER	10 DAYS
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#### **Appointment of Appeals Board Members**

CITY MANAGER AND EMPLOYEE	10 DAYS
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APPEALS HEARING	25 DAYS
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#### **Appeals Board Recommendation to City Manager**

WITHIN 15 DAYS AFTER APPEAL HEARING

#### **City Manager Issues Final Written Decision**

WITHIN 15 DAYS FOLLOWING RECEIPT OF APPEALS BOARD  
RECOMMENDATION.

## APPENDIX C

### CITY OF LOS ALTOS ADMINISTRATIVE INSTRUCTION

HR-04

#### 9/80 WORK SCHEDULE

##### PURPOSE

This policy is intended to provide employees with more flexibility in their work schedules so long as the needs of our organization are met and the schedule is within the framework of our existing personnel rules and regulations and agreements.

##### POLICY

Upon written request by an employee, the City will schedule the employee to work a “9/80” pay period whenever practical. This schedule will only be used if it maintains the service levels we provide and is transparent to our citizens. In addition, this scheduling will be subject to the conditions, limitations and procedures outlined in this Instruction.

Work schedules have been and will continue to be determined by City Departments based upon the need to provide service to our citizens. These schedules will continue to be administered by the Department and this policy does not change our past practice.

**Definition.** A 9/80 schedule means a work schedule of 80 work hours, scheduled over the course of nine workdays during a single biweekly pay period. The typical 9/80 schedule consists of 8 9-hour work days, Monday through Thursday of each week, with one 8-hour work day on one of the Fridays, shown on a timesheet as follows:

WEEK 1					WEEK 2				
9	9	9	9	8	9	9	9	9	<b>O</b>
9	9	9	9		9	9	9	9	<b>R</b>

1. The only scheduled day off as part of this policy is a Friday in the 1<sup>st</sup> or 2<sup>nd</sup> week of the pay period.
2. The City will consider and allow such schedules so long as it does not diminish the quality or availability of city services and does not result in increased costs.

3. Before each pay period begins, the Department will determine whether the employee will work a normal work schedule or whether the “9/80” request can be allowed. If the employee is not notified of a change in their currently approved work schedule before the start of the pay period, the schedule will continue for that pay period.
4. Starting and ending times for the work day continue to be subject to approval by the department manager and may be adjusted from time to time, as necessary to provide adequate staffing and coverage. Employees may work a 9.5 hour schedule with a thirty minute lunch or a 10 hour schedule with a one hour lunch, based on existing policies and practices at the department level. Breaks are considered paid time, required by law and cannot be combined with the lunch period to shorten the work schedule.
5. Integration with holidays and paid leave
  - a. When a holiday falls on an employee’s scheduled day off, manager has discretion at the employee’s request to assign the employee to work a normal schedule during that pay period, or assign the employee an alternate day off during the pay period in lieu of the holiday.\*
  - b. When a holiday falls on a regularly scheduled 9-hour work day, the employee receives the normal eight hours of time off. The employee may decide to take an additional hour of paid leave (vacation, floating holiday, comptime, etc.) or they will be scheduled to work another hour during another day in the pay period. This day would usually be the working Friday.
  - c. Both items 3 and 4 are necessary to ensure that all employees, regardless of schedule, receive the same number of holiday hours per year and their annual total neither exceeds nor is less than the eighty (80) hours granted by the City.
  - d. Employees who take compensated time off on a 9-hour workday will be charged nine hours of leave.
6. Overtime provisions
  - a. The workweek for overtime calculation purposes for employees on 9/80 schedules is the 168-hour, 7-day period beginning at 12:00 noon on Friday.
  - b. The workday is the 24-hour period beginning at 12:00 noon each day.
  - c. Overtime for eligible non-exempt employees will be paid for all work in excess of forty hours per week or in excess of the regularly scheduled shift.

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Philip E. Rose  
City Manager

Effective Date: August 5, 2002  
Revision Date: April 20, 2006  
Revision Date: July 1, 2010\*

## **Additional language to the Personnel Regulations**

### **15.02 CLASSES OF EXAMINATIONS**

Examinations shall be Open, or Closed Promotional, and may be formal or informal as defined herein:

- a) Closed Promotional examinations shall be limited to qualified employees in the municipal service and, at the manager's discretion, may be held prior to opening the position to outside candidates for an Open recruitment and examination. Manager has the final decision whether to fill the position with an internal candidate or to open the recruitment to outside candidates.
- b) Open examinations shall be open to all qualified applicants.
- c) Formal examinations shall include a written test and may include oral, performance and physical tests to be given at a specified time and place under supervision to competing applicants.
- d) Informal examinations shall include an appraisal of an applicant's training, experience and other pertinent characteristics and may include oral, performance and physical tests.

### **19.08 HOURS OF WORK**

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 weekdays. 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. These schedules include a 9/80 or a 4/10s work schedule.

The City will notify the Union and confer with the Union in accordance with Section 5.2 of this MOU prior to making any permanent work schedule changes. The City will give employees a minimum of 20 working days' notice prior to implementation of the permanent schedule change.