

**CONSENT CALENDAR****Agenda Item # 8****AGENDA REPORT SUMMARY**

**Meeting Date:** June 22, 2021

**Subject:** Resolution No. 2021-37: Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association

**Prepared by:** Jon Maginot, Deputy City Manager

**Approved by:** Brad Kilger, Interim City Manager

**Attachment(s):**

1. Resolution No. 2021-37
2. July 1, 2021 – June 30, 2024 Memorandum of Understanding between City of Los Altos and Los Altos Municipal Employees Association

**Initiated by:**

Staff

**Previous Council Consideration:**

Multiple Closed Sessions held during 2021

**Fiscal Impact:**

FY 2021/22: \$145,600

FY 2022/23: \$320,000

FY 2023/24: \$500,000

Costs for FY 2021/22 and FY 2022/23 will be incorporated into the FY 2021/22 and FY 2022/23 adopted budget

**Environmental Review:**

Not applicable

**Policy Question(s) for Council Consideration:**

- Does the Council wish to approve a three-year Memorandum of Understanding with the Los Altos Municipal Employees Association?

**Summary:**

- The current Memorandum of Understanding (MOU) between the City of Los Altos and the Los Altos Municipal Employees Association (LAMEA) will expire on June 30, 2021
- LAMEA members ratified the successor agreement on June 10, 2021
- If approved by Council, the successor MOU will commence on July 1, 2021

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**Reviewed By:**

City Manager

BK

City Attorney

JH

Finance Director

JM

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**Subject:** Resolution No. 2021-37: Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association

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**Staff Recommendation:**

Move to adopt Resolution No. 2021-37 approving the Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association



**Subject:** Resolution No. 2021-37: Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association

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### **Purpose**

To adopt a three-year Memorandum of Understanding between the City of Los Altos and the Los Altos Municipal Employees Association

### **Background**

The Memorandum of Understanding (MOU) between the City of Los Altos and the Los Altos Municipal Employees Association (LAMEA) will expire on June 30, 2021. Representatives from the City and LAMEA met and conferred in good faith to reach a successor MOU. A tentative agreement was reached by the parties pending ratification by LAMEA members and final approval by the City Council. On June 10, 2021, the LAMEA membership successfully ratified the tentative agreement for a three-year MOU. Final approval is now before the City Council.

### **Discussion/Analysis**

The successor MOU will take effect July 1, 2021 and will last through June 30, 2024. A clean and a redlined version of the MOU is attached. Note, staff will update the Table of Contents and Appendices following Council action.

### **Options**

- 1) Adopt Resolution No. 2021-37 approving a successor three-year MOU between the City and LAMEA

**Advantages:** Successor MOU will be effective on July 1, 2021 upon the June 30, 2021 expiration of the current MOU

**Disadvantages:** None identified

- 2) Do not approve the successor MOU and direct City representatives to continue negotiations with LAMEA

**Advantages:** None identified

**Disadvantages:** Overturns the tentative agreement by the negotiating parties and ratification from LAMEA membership. Will not achieve a timely successor MOU

### **Recommendation**

The staff recommends Option 1.

**RESOLUTION NO. 2021-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS  
TO ADOPT THE MEMORANDUM OF UNDERSTANDING WITH LOS ALTOS  
MUNICIPAL EMPLOYEES ASSOCIATION**

**WHEREAS**, the current Memorandum of Understanding (MOU) between the City of Los Altos (City) and the Los Altos Municipal Employees Association (LAMEA) will expire on June 30, 2021; and

**WHEREAS**, representatives from the City and LAMEA met and conferred in good faith to reach a successor MOU; and

**WHEREAS**, on June 10, 2021, LAMEA members completed voting and successfully ratified the terms of a three-year successor MOU.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Los Altos hereby approves and adopts the Memorandum of Understanding with LAMEA for a term from July 1, 2021 through June 30, 2024.

**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 22<sup>nd</sup> day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Neysa Fligor, MAYOR

Attest:

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Andrea Chelemengos, MMC, CITY CLERK

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

**JULY 1, 2021 - JUNE 30, 2024**



**PREAMBLE**

This Memorandum of Understanding (MOU) is entered into by and between the City of Los Altos (CITY) and the LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION (ASSOCIATION). This MOU constitutes the results of discussions between the City Representatives and Association representatives on all matters within the scope of representation. The term of this MOU shall be from July 1, 2021 through June 30, 2024.

**ARTICLE 1. RECOGNITION**

The City recognizes the Association as the exclusive representative all full-time employees in the classifications listed in Appendix A.

**ARTICLE 2. NO DISCRIMINATION**

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

**ARTICLE 3. DUES DEDUCTION**

Upon written notification to the Human Resources Manager by the Association representative, the City shall implement Association dues deductions within thirty (30) days as follows:

- 3.1 The City will deduct Association dues upon written certification from the Association that it has and will maintain employees' written authorization to be a dues-paying member of the Association.
- 3.2 Payroll deductions shall be for a specified amount set by the Association and shall not include fines. The Association may change the fixed uniform dollar amount by giving the City thirty (30) days notice of any such change.
- 3.3 If an employee requests to cancel, change, or otherwise modify their dues deductions, the City shall direct the employee to the Association.
- 3.4 The City shall transmit withheld dues deductions to the Association on a periodic basis and by method agreed upon by the Parties.
- 3.5 When an employee is in a non-pay status for an entire pay period (currently two weeks), no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status.

during that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction.

- 3.6 The Association shall refund to the City an amount paid to it in error upon presentation of supporting evidence.
- 3.7 The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Section.

## **ARTICLE 4. UNION RIGHTS**

### **4.1 Meet and Confer**

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

### **4.2 New Employee Notification**

The City will provide a written statement to each new employee hired into a classification represented by the Association that the employee's classification is represented by the Association and the name of a representative of the Association. If the Association provides the City with a packet of information to share with such employees upon hire, the City will provide eligible employees with that packet of information.

### **4.3 New Employee Orientation**

- 4.3.1 The City will notify the Association, in writing, no less than fifteen (15) calendar days in advance of a new employee orientation that will be attended by an individual newly-hired into a classification represented by the Association. If the City cannot provide fifteen (15) business day advance notice of a new employee orientation due to an urgent need critical to the employer's operations, the City shall provide as much advanced notice as practicable and must provide the Association with a written statement as to why it did not provide fifteen (15) business days advance notice.
- 4.3.2 The new employee orientation notice provided to the Association will include the date, time and location of the orientation. The City agrees that it will not disclose the date, time, or place of any such new employee orientation(s) to anyone other than the employees who are to attend the orientation, the Association, or a vendor that is contracted to provide a service for purposes of orientation.



4.3.3 The City shall allow two (2) bargaining unit representatives designated by the Association to meet with the new employee(s) during new employee orientation. It is anticipated that this meeting would require approximately thirty (30) minutes in order to provide information about the MOU and related matters. Management representatives will excuse themselves during the Association portion of the orientation.

4.3.4 Employees attending an orientation as the Association representatives shall be given paid release time sufficient to cover the Association's presentation and travel time.

#### **4.4 Employee Contact Information**

Within thirty (30) days from the date of hire, promotion, or appointment of an employee into a classification represented by the Association, the City will provide the Association with the below information for such an employee:

- (a) Employee name
- (b) Job title
- (c) Department
- (d) Work location
- (e) Work phone number
- (f) Personal/cell phone number
- (g) Home address
- (h) Personal email address (if on file with the City)

The City will provide the Association with the above-listed information for all employees working in classifications represented by the Association every one hundred and twenty (120) calendar days, which will be established as every September, January, and May. If an employee's contact information has changed since the City last provided the Association with employee contact information, the City will provide the updated information to the Association at the next scheduled submission date.

#### **4.5 Disclosure of Employee Contact Information to Third Party**

The City shall not disclose employee contact information to a third party other than the Association unless required by law. The City shall provide the Association with reasonably immediate notice of any third party request for such information prior to disclosing the information to the third party.

Upon written request by an employee, the City shall not disclose the employee's home address, personal/cell phone number, or personal email address to the Association.

#### **4.6 Bulletin Board**

The City provides bulletin board space for Association postings at City Hall, the Police Station, Hillview Community Center and the Maintenance Service Center. The Association postings shall only be for the following: a) the Association election materials and election results; b) the Association official business reports of the Board of Directors or Committees, or Stewards' reports and notices; c) the Association news bulletins and meeting notices; d) the Association membership benefits and programs; and e) other written materials approved for posting by the City of Los Altos.

The Association may not post material on the bulletin boards that contain derogatory, defamatory, or inflammatory statements concerning the City or City employees, volunteers, or contractors, nor any material that disrupts the operations of the City. Forty-eight hours prior to posting of any notice on the designated bulletin board, the Association shall file one (1) copy of said notice or material with the Human Resources Manager or designee.

#### **4.7 Access to Association Representatives**

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

Association representatives shall be granted reasonable access to employee work locations/sites to investigate matters relating to employer-employee relations, unless such access would constitute a safety hazard or would interfere with the operations of the City. Access to work locations/sites shall not constitute a safety hazard or interfere with operations of the City, as determined by the City. Association representatives shall not enter a work location/site without advance notification to the Human Resources Manager or designee.

#### **4.8 Representatives for Disciplinary or Grievance Matters**

The Association shall have the right to designate members to represent other members in disciplinary or grievance matters. Each such representative may have one (1) alternate whose sole purpose shall be to serve in the absence of the representative.

The Association shall notify the City in writing of the name of such representatives. The representatives shall conduct their representation activities on their own time and on the employee's own time, unless prior approval has been received from the Department Head or designee. Time off without loss of compensation shall be allowed for management-approved meetings.

#### **4.9 Meeting Places**

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

## ARTICLE 5. MANAGEMENT RIGHTS

### 5.1 Rights Retained

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

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

### 5.2 Impact on Bargaining Unit

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

### 5.3 Emergency

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

## ARTICLE 6. LAYOFF AND RECALL

### 6.1 Definition of Layoff

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

### 6.2 Reason for Layoff

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

**6.3 Notification of Layoff**

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

**6.4 Order of Layoff**

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

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

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

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

**6.5 Reassignment**

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

**6.6 Reemployment Rights**

Employees who are laid off and whose last performance review was satisfactory or better shall be placed on a recall list for a period of one (1) year. An employee's name will remain on the list for one (1) year, or until he/she/they 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/they is presently qualified to perform the work in the job classification to which he/she/they is recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he/she/they shall have the right to return to the job classification he/she/they held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The City shall not hire new employees in bargaining

unit positions so long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

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

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

**6.6.3** Employees on reemployment lists eligible for recall shall be given written notice of recall. The notice may be hand-delivered or sent by certified mail or registered mail with a copy to the Association, provided that the employee must notify the City of his/her/their 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/their latest mailing address.

## **6.7 Full Rights**

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

## **ARTICLE 7. SENIORITY**

### **7.1 Definition of Seniority**

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service for the City of Los Altos since his/her/their last date of hire, less any adjustments due to layoff, approved leaves of absence greater than sixty (60) 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/their 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. BASE SALARY**

### **8.1 Salary Increases**

**8.1.1** Effective the first full pay period after Association ratification and subsequent Council approval of this MOU, or the pay period that includes July 1, 2021, whichever is later, base

salary (defined as base pay only) for all classifications shall be increased three percent (3%).

8.1.2 Effective the pay period that includes July 1, 2022, base salary for all classifications shall be increased by the April 2022 year-over-year Consumer Price Index (CPI) for the San Francisco Bay Area, from the U.S. Department of Labor Bureau of Labor Statistics (DOL BLS) (minimum of 3%, maximum of 3.5%).

8.1.3 Effective the pay period that includes July 1, 2023, base salary for all classifications shall be increased by the April 2023 year-over-year CPI for the San Francisco Bay Area, from the U.S. DOL BLS (minimum of 2%, maximum of 3%).

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

## **8.2 Salary Survey**

The City will complete a market salary survey for successor MOU negotiations. No later than September 2023, the City and the Association will meet to discuss appropriate comparator agencies to include in the market salary survey. The survey will evaluate total compensation and the City will endeavor to survey all classifications represented by the Association. The City will target sharing the completed market salary survey with the Association in March 2024.

## **8.3 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/their 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/their 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 second [B] step. A merit increase to third [C] step shall be granted only upon recommendation of the department head and approval of the City Manager or 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 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 [D] step and upon recommendation of his/her/their department head and the approval of the City Manager or designee.

#### **8.4 Salary Review**

An employee's salary rate shall be reviewed annually on the salary review date.

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

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

An employee's salary review date shall change under the following conditions:

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

#### **8.5 Promotion (Non Flexibly-Staffed Positions)**

Promotion is the appointment of an employee to a position in another classification with a higher top step base salary. An employee shall receive a minimum five percent (5%) increase to their base salary when they are promoted.

## 8.6 Flexibly Staffed Positions

Certain positions in the Association will be flexibly staffed to promote qualified incumbents from lower classifications to higher classifications without conducting a competitive recruitment process. Flexibly staffed positions also provide managers the flexibility to make appointments at either the lower or higher classification, depending on the needs of the department and the candidates' qualifications.

- 8.6.1 The flexibly staffed Association positions are as follows:  
 Junior Engineer /Assistant Engineer /Associate Engineer  
 Office Assistant I/II  
 Assistant Planner / Associate Planner  
 Management Analyst I/II  
 Accounting Technician I/II

### 8.6.2 Promotion

To be eligible for promotion within a flexibly staffed position, the incumbent must have sustained satisfactory performance in the lower classification and must meet the minimum qualifications of the higher classification.

Employees who satisfy the criteria will be promoted upon recommendation of the Department Head. Employees who move from a lower classification into a higher classification within a flexibly staffed position will be on promotional probation for six (6) months.

The promotional probationary period may be extended an additional six (6) months at the discretion of the City Manager or designee. An employee rejected during the probationary period from the higher classification will be reinstated to his or her previous lower classification unless the employee is dismissed for cause.

## ARTICLE 9. WORK PERFORMED IN A HIGHER CLASSIFICATION

If an employee is assigned to temporarily perform duties of another classification with a higher salary range because of a temporary vacancy in that position, and the assignment is for a minimum duration of 40 consecutive work hours, the employee's salary will be adjusted to the first [A] step of the higher classification or will be increased by 5%, whichever is greater. The compensation for the higher class work shall take effect at the outset of the assignment.

The Parties agree that to the extent permitted by law, pay for work performed in a higher classification is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR Section 571(a)(3) Temporary Upgrade Pay.



The Parties agree that this provision does not provide employees with an entitlement to temporary assignment pay that would violate Government Code section 20480.

## **ARTICLE 10. BILINGUAL PREMIUM PAY**

The City shall pay thirty-four dollars and sixty two cents (\$34.62) per pay period to employees approved to receive bilingual pay. To receive this pay, employees must demonstrate the ability to both understand and effectively communicate in a language other than English that the Department Head has determined is necessary for the effective or efficient operation of the City. Approval of both the Department Head and the City Manager or designee is required for an employee to receive bilingual pay. The Department Head and City Manager or designee maintain the right to determine the number of employees eligible to receive this pay.

Employees receiving this pay are required to speak the second language in the course and scope of their employment when it is necessary and may be asked to assist in translating.

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

## **ARTICLE 11. WORK SCHEDULES, OVERTIME, CALL-OUT PAY**

### **11.1 Work Schedule**

Employees shall be assigned to regularly-scheduled work shifts with standard daily start and stop times. Should it be necessary, in the interest of efficient operations, or due to a special event or circumstances, to modify an employee's regular work schedule, the City shall give at least five (5) working days notice of such change to the affected employee(s), unless such notice is not feasible. Nothing herein shall prohibit the City from adjusting an employee's work hours or days as needed. Work schedules shall not be unjustly changed.

### **11.2 Ten Hour Off-Duty Period**

If an employee's supervisor requires the employee to work more than fourteen (14) hours in one work day (measured from the time the employee begins their shift on that workday), upon the employee's request, the employee's supervisor shall adjust the employee's schedule on the following day so the employee has at least a ten hour off-duty period before beginning their next shift, except in the event of an emergency or if the schedule adjustment will unduly disrupt City operations.

### **11.3 Alternative Work Schedules**

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

Work schedules have been and will continue to be determined by the Department Head based upon the need to provide service to the public. These schedules will continue to be administered by the Department Head. The Department Head or designee will work with the employee's immediate supervisor/manager and the employee to determine the appropriate alternative work schedule and break time(s).

### **11.3.1 Alternative Work Schedule Options**

(a) 4/10 Work Schedule

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

(b) 9/80 Work Schedule

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

(c) Defined 9/80 Work Schedule

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

### **11.3.2 Alternative Work Schedule Procedure**

(a) An employee scheduled to work an alternative work schedule or an employee requesting to work an alternative work schedule shall submit an "Alternative Work Schedule Form" to his or her immediate supervisor and to the Department Head for approval. Human Resources must receive a copy of the approved form.

(b) Upon receipt of an employee's written request to work an alternative schedule, the Department Head will work with the employee's immediate supervisor/manager to determine whether the department can approve the employee's alternative work request.

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

#### **11.4 Meal Periods**

Employees shall be entitled to a one (1) hour unpaid, duty-free meal period per shift. Whenever possible, the meal period shall be scheduled at the mid-point of each shift.

Employees are relieved of responsibilities and restrictions during their meal period. If an employee is assigned to work an on-duty meal period, the work time will be paid time.

#### **11.5 Rest Periods**

Employees shall be entitled to a paid fifteen (15) minute rest period during each four (4) hours of work. Rest periods not taken shall be waived. The morning rest period shall be taken near the middle of the first four (4) hour period of the day whenever feasible.

**11.6 Overtime**

Employees may work overtime hours only with prior approval from the department head or designee. Paid time off due is included as “time worked” for purposes of computing contractual overtime.

Overtime shall be defined as follows:

- a) 8-hour shift employees – Employees assigned to an 8-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 8 hours per workday or 40 hours per workweek.
- b) 9-hour shift employees – Employees assigned to work an 9-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 9 hours per workday or 40 hours per workweek.
- c) 10-hour shift employees – Unit employees assigned to work a 10-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 10 hours per workday or 40 hours per workweek.

**11.7 Compensatory Time Off**

- 11.7.1 In lieu of overtime pay in cash, an employee may request to accrue compensatory time off (CTO), which will accrue at the rate of one and one-half (1 ½) times each overtime hour worked. The Department Head or designee has sole discretion to grant a request for CTO in lieu of cash overtime. The maximum hours of CTO an employee may accrue is 80. Once an employee has reached the CTO cap of 80 hours, overtime shall be compensated in cash.
- 11.7.2 All earned and unused CTO will be cashed out in the first pay period in December of every year. CTO will be cashed out at the employee’s regular rate of pay at the time of the cash out.
- 11.7.3 An employee wanting to use his/her/their CTO shall provide his/her/their Department Head with reasonable notice of such request. Reasonable notice is defined as at least ten (10) calendar days in advance. If reasonable notice is provided, the employee’s request may not be denied unless it is unduly disruptive to the department. A request to use CTO without reasonable notice may still be granted within the discretion of the Department Head or designee responsible for considering the request.
- 11.7.4 At separation, any accrued and unused CTO will be cashed out at the employee’s regular rate at time of separation, or as otherwise required by law.

**11.8 Call-Out Pay**

Call back compensation shall be a minimum of three (3) hours at 1.5 rate overtime compensation. Callbacks between the hours of 9:00 p.m. and 5:00 a.m. will be compensated at a minimum of four (4) hours at 1.5 rate overtime compensation.

**ARTICLE 12. UNIFORMS, SAFETY EQUIPMENT, AND MILEAGE REIMBURSEMENT****12.1 Uniforms**

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

**12.2 Safety Equipment**

The City shall provide safety equipment as follows. This safety equipment shall remain the property of the City.

**12.2.1 Building Division**

The City will provide high quality, non-steel-toed safety/work boots to Building Inspectors, Senior Building Inspectors, Construction Inspectors, and other individuals in classifications in the Building Division that visit construction sites. Safety/work boots will be replaced at the City's expense when they are unserviceable, not more than twice per employee per year. Total cost to the City shall not exceed two hundred fifty dollars (\$250) per pair of safety/work boots.

**12.2.2 Engineering Department**

The City will provide non-steel-toed safety/work boots and rain coats to GIS Technicians, Junior Civil Engineers, Assistant Civil Engineers, Associate Civil Engineers, Senior Engineers, and other individuals in classifications in the Engineering Department that visit construction sites. Safety/Work boots and/or raincoats will be replaced at the City's expense when they are unserviceable, not more than twice per employee per year. Total cost to the City shall not exceed two hundred fifty dollars (\$250) per pair of work boots and raincoat.

**12.2.3 Planning Division**

The City will provide non-steel-toed safety/work boots for Assistant Planners, Associate Planners, Senior Planners and other individuals in classifications in the Planning Division that visit construction sites. Safety/work boots will be replaced at the City's expense when they are unserviceable, not more than once per employee per year. Total cost to the City shall not exceed two hundred and fifty dollars (\$250) per fiscal year.

**12.2.4 Maintenance Service Center**

The City will provide high quality, steel-toed safety/work boots for Maintenance Supervisors. Safety/work boots will be replaced at the City's expense when they are unserviceable, not more than twice per employee per year. Total cost to the City shall not exceed two hundred fifty dollars (\$250) per pair of work boots.

**12.3 Uniforms for Records Personnel**

The Police Department will furnish Records Personnel with uniforms as authorized by the Chief of Police, excluding socks, turtlenecks, and t-shirts. Issued uniforms will include one long sleeve shirt, one short sleeve shirt, four polo shirts, 2 sweaters and/or sweatshirts, three pairs of pants or skirts, and one tie on an annual basis if the item is unserviceable. The Police Department will provide dry cleaning services through a specified company for Department issued articles and wash services for the polo shirt and sweatshirt. The Department will furnish each Records staff with a badge, one metal nametag and shoulder patches. The Chief shall reserve the right to repair equipment rather than replace equipment or repair shall be routed through the employee's supervisor, the Records Lead.

**12.4 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.

**12.5 Mileage Reimbursement**

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

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

**ARTICLE 13. HOLIDAYS****13.1 Observed Holidays**

The following are City-observed holidays:

|                        |                               |
|------------------------|-------------------------------|
| New Year's Day         | January 1                     |
| Martin Luther King Day | Third Monday in January       |
| President's Day        | Third Monday in February      |
| Memorial Day           | Last Monday in May            |
| Independence Day       | July 4                        |
| Labor Day              | First Monday in September     |
| Veterans Day           | November 11                   |
| Thanksgiving Day       | Fourth Thursday in November   |
| Day After Thanksgiving | Friday after Thanksgiving Day |
| Christmas Day          | December 25                   |

Holidays that fall on Saturday will be observed the Friday before. Holidays that fall on Sunday will be observed the following Monday. Holidays that fall on a non-working Friday will be observed the prior Thursday.

### **13.2 Paid Time Off for Holidays**

13.2.1 When an observed holiday falls on an employee's regularly scheduled ten (10) hour work day, the employee shall receive nine (9) hours of paid holiday. When an observed holiday falls on an employee's regularly scheduled nine (9) hour work day, the employee shall receive nine (9) hours of paid holiday. When a holiday falls on an employee's regularly scheduled eight (8) hour work day, the employee shall receive eight (8) hours of paid holiday.

13.2.2 If a holiday falls on a non-working Friday and the Thursday before is also a holiday, the employee shall receive holiday pay the Wednesday before the holiday in accordance with the employee's regularly scheduled hours for those days. (For example, if a non-working Friday falls on the day after Thanksgiving, employees would maintain their non-working Friday and receive nine (9) hours of holiday pay on Wednesday and Thursday instead of receiving holiday pay on Thursday and Friday).

13.2.3 Employees on a 4/10 Schedule will need to use either floating holiday, vacation or compensatory time to cover the difference between their regularly scheduled hours and the compensated time received for holidays. Employees who take a full day off on a ten (10) hour workday will be charged ten (10) hours of leave. Employees who take a full day off on a nine (9) hour workday will be charged nine (9) hours of leave. Employees who take a full day off on an eight (8) hour workday will be charged eight (8) hours of leave.

### **13.3 Floating Holidays**

13.3.1 Records personnel in the Police Department are entitled to two eight-hour floating holidays. One eight-hour floating holiday accrues on April 1. The other eight-hour floating holiday accrues on October 1.

13.3.2 All other employees are entitled to one nine-hour floating holiday that accrues on July 1.

13.3.3 Floating holidays may be taken anytime upon approval of the Department Head or designee.

## ARTICLE 14. VACATIONS

### 14.1 Vacation Accrual

Full-time employees shall accrue vacation hours up to a maximum as follows:

| <u>Years of Continuous Service</u> | <u>Annual Vacation Accrual</u> | <u>Maximum Accrual</u> |
|------------------------------------|--------------------------------|------------------------|
| Less than 5 years                  | 112 hours                      | 264 hours              |
| 5 years                            | 152 hours                      | 384 hours              |
| 6 years                            | 160 hours                      | 408 hours              |
| 8 years                            | 168 hours                      | 432 hours              |
| 10 years                           | 176 hours                      | 456 hours              |
| 12 years                           | 184 hours                      | 480 hours              |
| 14 years                           | 192 hours                      | 504 hours              |
| 20 years                           | 212 hours                      | 564 hours              |

For the purposes of this section, years of continuous service shall mean an employee's length of continuous full-time service for the City since his/her/their last date of hire, less any adjustments due to layoff or approved leaves of absence greater than (30) days, unless otherwise required by law.

Vacation accrual changes will begin the first full pay period following the employee's anniversary date.

### 14.2 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 up to that time. However, employees shall accumulate vacation upon employment with the City.

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

### 14.3 Scheduling Vacations

The times during a calendar year at which an employee may take his/her/their 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.

### 14.4 Maximum Vacation Accumulation

No vacation shall be earned or accrued above the 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.

### 14.5 Holiday Falling During Vacation

In the event a City-observed holiday falls during an employee's vacation, the employee shall not be charged a vacation day for the holiday.



**14.6 Illness During Vacation**

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

**14.7 Vacation Cash Out**

Any employee who separates from the service of the City, shall receive pay for all accrued vacation upon their separation from employment with the City. Payment for all unused vacation hours shall be at the employee's base hourly rate at the time of separation.

**ARTICLE 15. LEAVE PROVISIONS****15.1 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.

**15.2 Bereavement Leave**

In the event of a death in the immediate family member, up to five (5) days of paid bereavement leave will be allowed for personal matters relating to the death. Immediate family is defined as wife, husband, domestic partner, mother (in-law), father (in-law), sister (in-law), brother (in-law), son (in-law), daughter (in-law), grandparent (in-law), grandchild (in-law), stepchild, or stepparent. Special circumstances beyond this policy (such as other relatives residing within the employee's household) may be considered on a case-by-case basis and must be approved by the City Manager.

**15.3 Perfect Attendance**

Effective July 1, 2021, employees no longer accumulate perfect attendance hours and are not entitled to perfect attendance payouts during employment or at separation.

The City will cash out each employee's accumulated and unused perfect attendance hours in the first full pay period in December 2021. Each hour of accumulated perfect attendance will be cashed-out at the employee's base hourly rate as taxable wages.

See also option to cash out sick leave at separation and increase to employees' vacation accruals.

#### **15.4 Leave of Absence Without Pay**

Upon written request by an employee, the City Manager may grant an employee up to sixty (60) days of leave without pay if the City Manager or designee determines such leave is in the best interest of the City.

Failure of an employee on leave without pay to report to work promptly at the expiration of the leave, or within reasonable time after notice to return to duty, shall be cause for discharge.

#### **15.5 Family Medical Leave**

Family care, medical, and pregnancy disability leave shall be provided according to applicable law.

#### **15.6 Sick Leave**

Employees accrue sick leave at a rate of 3.69 hours per bi-weekly pay period in paid status. Use of sick leave use is governed by City Administrative Instruction HR-12, the current version of which is attached to this MOU as Appendix B. From time to time, and consistent with the City's bargaining obligations (if any), the City will update Administrative Instruction HR-12 to comply with new developments in the laws governing sick leave.

Accrued sick leave carries over from year to year. No accrual limit applies.

Unused sick leave may be converted to retirement service credit as permitted by the City's contract with CalPERS and applicable CalPERS laws and regulations.

#### **15.7 Sick Leave Pay Out at Honorable Separation**

Upon honorable separation from the City (retirement, death, or resignation with no accompanying investigation or disciplinary matter), employees with five (5) or more years of continuous service with the City may elect to receive cash payment of their accumulated and unused sick leave hours, up to 100 hours. Each hour of cashed-out sick leave will be paid at the employee's base hourly rate at the time of separation.

Federal taxation law governs this section and the City may require employees to submit an irrevocable election form the calendar year prior to separation to take advantage of this benefit.

**15.8 Administrative Leave**

The City provides eighty (80) hours of paid administrative leave per fiscal year to employees in the classifications of Senior Engineer and Senior Planner. The eighty (80) hours of administrative leave accrues the first full pay period of each fiscal year. Administrative leave does not carry over from year to year and administrative leave balances remaining in the last pay period of the fiscal year will be reduced to zero. The annual administrative leave amount will be prorated for employees who are hired or promoted into eligible classifications during a fiscal year.

Employees who separate from City employment shall be paid for each hour of their accumulated and unused administrative leave at their base hourly rate.

The City may remove reference to Senior Engineer and Senior Planner from City Administrative Leave Policy HR-05 Management Leave, last updated April 27, 2021.

**ARTICLE 16. BENEFIT PROGRAMS****16.1 Workers' Compensation Insurance / Industrial Temporary Disability:**

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

**16.2 Long Term Disability Insurance**

To the extent that long-term disability (LTD) 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 with a post-tax deduction, which means the employee will pay for coverage out of their post-tax earnings. The current coverage provides for income protection up to sixty-six and two-thirds per cent (66 2/3%) of monthly salary up to \$10,000 maximum per month following a ninety (90) day elimination period, which begins on the date of illness or injury.

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

The City integrates leave balances with LTD benefits, starting with sick leave, upon employee request.

**16.3 Tuition Reimbursement Program**

Tuition Reimbursement Program shall be consistent with the City's Education Reimbursement Program, as set forth in Administrative Instruction HR-11.

**16.4 Health and Medical Benefits:****16.4.1 Active Employees – PEMHCA Contribution**

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

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

**16.4.2 Section 125 Cafeteria Plan and Administrative Fees**

The City will maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing members with access to various health benefits.

The City pays the CalPERS health care administrative fees and the cafeteria plan administrative fees.

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

**16.4.3 "Unequal Contribution" Method for CalPERS Annuitants**

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

**16.4.4 CalPERS Annuitants – PEMHCA Health Benefits**

In accordance with PEMHCA, eligible retirees shall receive the PEMHCA Minimum Contribution if they elect to continue health benefits with CalPERS.

**16.4.5 Additional Employee Contribution**

In addition to the PEMHCA Minimum Contribution, the City shall provide an additional contribution to eligible employees to offset the cost of participation in City sponsored medical benefits available through an IRS Section 125 cafeteria plan (Additional Contribution). The Additional Contribution is based on the employee's medical insurance plan participation level. The PEMHCA Minimum Contribution, when added to the Additional Contribution, will equal the City's total monthly contribution toward an employee's medical election (Total Contribution).

**16.4.6 Total Contribution**

The City's total contribution will increase each calendar year by 3% as follows:

|      |         |
|------|---------|
| 2021 | \$2,527 |
| 2022 | \$2,603 |
| 2023 | \$2,681 |
| 2024 | \$2,761 |

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

**16.4.7 Employee Contribution**

If an employee chooses Flexible Benefit Plan benefits whose aggregate cost exceeds the City's total contribution to the Cafeteria Plan, the City will automatically deduct the excess amount on a pre-tax basis from the employee's bi-weekly payroll.

**16.4.8 Cash In Lieu of Medical Benefits****16.4.8.1 Employees Hired After October 1, 2013**

Employees who provide proof of alternative minimum essential coverage for themselves and their tax family shall receive \$350 per month, beginning the first full pay period after sufficient proof is provided.

**16.4.8.2 Employees Hired On or Before October 1, 2013**

Employees who provide proof of alternative minimum essential coverage for themselves and their tax family shall receive \$1,096.59 per month, beginning the first full pay period after sufficient proof is provided.

Employees who elect a medical plan but do not use the entirety of their cafeteria plan allowance shall receive a monthly cash payment equal to the difference between the cafeteria plan allowance and the cost of their medical election minus the least expensive rate for the elected medical insurance tier for a single employee. The maximum amount of unused allowance shall be \$1096.59 per month, which is subject to taxation as wages.

#### **16.5 Dental and Vision Reimbursement Plan**

The City's maximum employee dental and vision reimbursement per fiscal year is one thousand and thirty nine dollars (\$1,939.00) per employee and one thousand two hundred and ninety one dollars (\$1,291.00) per dependent. Based on City Council Resolution 2008-45, the annual reimbursement maximum for employees and dependents will be adjusted annually using the September 12-month Consumer Price Index for the San Francisco Bay Area from the U.S. Department of Labor, Bureau of Labor Statistics (maximum 3%) and becomes effective January 1 of the following year.

The annual benefit is pooled such that the employee and their eligible dependent(s)' annual maximum benefit amounts are combined and the employee or the eligible dependent(s) may incur eligible expenses up to the pooled maximum annual benefit.

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

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

#### **16.6 Flexible Spending Arrangements**

The City maintains a Flexible Benefit Plan pursuant to Section 125 of the Internal Revenue Code to provide eligible active employees with access to various health and welfare benefits, including a Health Care Flexible Spending Arrangement and a Day Care Flexible Spending Arrangement.

#### **16.7 State of California Short Term Disability Insurance (SDI)**

Employees participate in the State of California Short Term Disability Insurance (SDI) Program. The program shall be at the employee's cost.

The City integrates leave balances with SDI benefits, starting with sick leave, upon employee request.

**16.8 Medical Insurance While on LTD or SDI**

Employees receiving benefits under the City's LTD Insurance Plan or under the State Disability Insurance may continue their health benefits while still employed by the City by paying the full premium directly to CalPERS, unless otherwise required by law.

**16.9 Retiree Health Savings Plan**

The City will make available to all employees a retiree health savings plan (RHSP) administered by ICMA-RC. Effective January 1, 2022, the City will contribute to each employee's RHSP account an amount based on continuous years of service at the City as follows:

| <u>Years of Service</u> | <u>Pay Period Contribution</u> |
|-------------------------|--------------------------------|
| 0-5                     | \$25.00                        |
| 5-10                    | \$35.00                        |
| 10+                     | \$45.00                        |

For probationary employees, the City's contribution will vest upon successful completion of probation.

**16.10 Deferred Compensation Plan**

The City shall continue to make available deferred compensation plans for voluntary employee participation. If permitted by the plan(s), the City shall establish a brokerage link option for the plans no later than sixty (60) days after Association ratification and City Council approval of this MOU.

**16.11 Basic Life and AD&D Insurance**

The City provides Basic Life and Accidental Death and Dismemberment (AD&D) insurance to full time employees. Employees are enrolled on their date of hire. The current benefit is one and one half (1 ½) times the employee's Basic Annual Earnings, up to a \$150,000 annual maximum.

The City maintains the right to select or change carriers, and also to modify the life insurance plan as long as the level of benefits remains substantially the same. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations.

**ARTICLE 17. RETIREMENT PLANS**

The City contracts with CalPERS to provide the following retirement benefits.

**17.1 2.7% at Age 55 Plan**

For “Classic” employees hired on or before December 31, 2011, the City provides the CalPERS 2.7% at age fifty-five (55) retirement plan for miscellaneous employees. Each employee shall pay the full eight percent (8%) employee contribution rate to maintain such benefits. Additional benefits currently provided include:

- a) Single highest year (California Government Code section 20042)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

**17.2 2.0% at Age 60 Plan**

For “Classic” employees hired on or after January 1, 2012, the City provides the CalPERS 2.0% at age sixty (60) retirement plan for miscellaneous employees. Each employee shall pay the full seven percent (7%) employee contribution rate to maintain such benefits. Additional benefits currently provided include:

- a) Three year average final compensation (California Government Code section 20037)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

**17.3 2.0% at Age 62 Plan**

For “New Member” employees, the City provides the CalPERS 2.0% at age sixty-two (62) retirement plan. New Member employees shall pay the retirement contributions as required by law, which is currently fifty percent (50%) of the normal cost rate set forth in the annual CalPERS valuation report. Additional benefits currently provided include:

- a) Three year average final compensation (California Government Code section 20037)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.



As used here, the term “New Member” is defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

## **ARTICLE 18. SAFETY**

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

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

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

### **18.2 City Safety Committees**

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

### **18.3 Outstanding Safety Issues**

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

## **ARTICLE 19. GRIEVANCE PROCEDURE**

The Grievance Procedure is established to provide a consistent process for the fair and expeditious resolution of grievances.

### **19.1 Definition of a Grievance**

A grievance is an allegation by one or more employees or the Association that there has been a misinterpretation, misapplication or violation of this MOU. However, Article 2 of this MOU (Discrimination) is not within the scope of the grievance procedure.

### **19.2 Time Limitations**

Should a decision not be rendered within the time limits set forth below, the grievant may immediately appeal to the next step of this procedure. Should the grievant fail to appeal a decision within the time limits set forth below, the grievance will be considered resolved and the grievant will have waived all rights to appeal.

### **19.3 Grievant**

An employee, a group of employees, or the Association may file a grievance. If an employee(s) is the grievant, they must initiate their grievance at Step One. If the Association is the grievant, it must initiate the grievance at Step Two. The Association may represent an employee(s) grievant at Step Two or higher in the grievance process.

## 19.4 Steps in the Grievance Process

### 19.4.1 Step One (Immediate Supervisor)

An employee(s) who alleges a violation of the MOU must present the grievance to their immediate supervisor. If the Association is the grievant, it must submit the grievance at Step Two. The grievance must be presented to the immediate supervisor within ten (10) calendar days of the occurrence giving rise to the grievance or the time within which the grievant knew or should have known of the occurrence.

The supervisor will investigate the alleged grievance. The supervisor shall provide a decision on the grievance within ten (10) calendar days from the date the employee presented the grievance.

### 19.4.2 Step Two (Department Head)

If the employee(s) is not satisfied with the decision on the Step One, the employee(s) or their representative must present the grievance to the Department Head within ten (10) calendar days from the response from the supervisor at Step One.

The Step Two grievance must in writing and must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified section(s) of the MOU has occurred; and (3) state the desired remedy to resolve the grievance.

If the Association is the grievant, the written grievance must be submitted within ten (10) calendar days of the date of the occurrence giving rise to the grievance or the time within which the Association knew or should have known of the occurrence.

The Department Head or designee will investigate the alleged grievance. The investigation will include a meeting with the grievant. The Department Head or designee shall provide a written decision on the grievance to the grievant within ten (10) calendar days from the Step Two written grievance.

### 19.4.3 Step Three (Personnel Review)

If the grievant is not satisfied with the decision on the Step Two grievance, the grievant must present the grievance in writing to the Human Resources Manager within ten (10) calendar days of the grievant's receipt of the decision from the Department Head at Step Two.

The Step Three grievance must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified section(s) of the MOU has occurred; (3) provide as much narrative as possible as to why the employee is not satisfied with the decision on the Step Two grievance; and (4) state the desired remedy to resolve the grievance. The Step Three grievance must attach the written decision of the Department Head at Step Two.

The Human Resources Manager or designee shall investigate the alleged grievance. The Human Resources Manager or designee shall provide a written decision on the grievance to the grievant within fifteen (15) calendar days from receipt of the Step Three written grievance.

#### **19.4.4 Step Four (Arbitration)**

Should the grievance remain unresolved through the preceding steps, the Association may request binding arbitration as the final step in the grievance process, by notifying the City Manager in writing of their intent to proceed to arbitration. Such notice shall be provided to the City Manager within fifteen (15) calendar days from the employee's receipt of the Human Resources Manager's decision at Step Three.

19.4.4.1 Selection of the Arbitrator: Upon notice of intent to arbitrate, the Association and the City Manager or designee shall meet to select an arbitrator. If unable to mutually agree on the selection of an arbitrator, then a list of seven (7) available arbitrators shall be obtained from the State of California Mediation and Conciliation Services. Upon receipt of such list, the parties shall meet (in person, by phone or virtually) and if unable to mutually select an arbitrator from such list then a coin shall be flipped and the party correctly calling the coin flip shall strike a name from the list. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator.

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

19.4.4.3 If the question of arbitrability is raised, the arbitrator shall make his/her/their determination on arbitrability prior to hearing the merits of the grievance, unless the parties mutually agree otherwise.

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

19.4.4.5 The Association and the City agree to share equally all costs of the arbitrator and to be responsible for their own respective costs of making their presentation to the arbitrator.

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

**19.5 Extension of Time Limits**

The Step One time limits set forth above may be extended with prior written approval from the City Manager. The remaining time limits set forth above may be extended by mutual agreement.

**19.6 General Provisions**

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

19.6.2 Nothing in these procedures shall be construed to prevent the parties from mutually agreeing to other alternative dispute procedures, such as voluntary mediation, at any point during the grievance procedure.

19.6.3 Concurrent grievances alleging violation of the same provision and/or based on the same occurrence may be consolidated upon the agreement of the City and the Association. Consolidated grievances or appeals shall be determined in one proceeding.

19.6.4 Once a Step Two grievance has been submitted, no other grievance concerning the issue, incident, or action upon which the grievance is based may be initiated.

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

The following administrative appeal process shall apply to all appeals of final disciplinary actions. For purposes of this section “final disciplinary action” means disciplinary actions involving a loss of compensation, e.g. discharge, demotion, unpaid suspension, or reduction in salary.

**20.1 Notice of Appeal**

Within seven (7) calendar days of receipt by an employee of Notice of Final Discipline, the employee shall notify the City Manager in writing of the employee’s intent to appeal the final disciplinary action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

**20.2 Hearing Officer**

Upon receipt of the employee’s Notice of Appeal, the parties will select a neutral Hearing Officer who will hear the employee’s appeal and provide a written advisory decision to the City Manager. The Hearing Officer shall conduct the formal hearing in accordance with the procedures set forth herein.

The parties may mutually agree upon a Hearing Officer, or the parties will jointly select a Hearing Officer from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Service (SCMCS). If the parties cannot reach mutual agreement regarding an arbitrator

to serve as Hearing Officer, they shall strike names from the SCMCS list. The parties shall flip a coin to determine who strikes first. If the Association is representing the employee in the appeal, the Hearing Officer's fee and expenses shall be borne equally by the parties. Otherwise, the City will pay the Hearing Officer's fee and expenses.

### **20.3 Burden of Proof**

The City shall bear the burden of proof at the hearing. The City must prove the facts which form the basis for the charge(s) by a preponderance of the evidence. The City must also prove that the punitive action was reasonable in consideration of the gravity of the offense and any history of prior discipline.

### **20.4 Conduct of Hearing**

20.4.1 The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The Hearing Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

20.4.2 Each side will be permitted an opening statement. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witnesses and evidence in defense.

20.4.3 Witnesses shall testify under oath. The oath may be administered by the Hearing Officer.

20.4.4 Each side will be allowed to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her.

20.4.5 The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.

20.4.6 The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.

20.4.7 Following the presentation of evidence, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

**20.5 Representation**

The employee may be represented by an Association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation, and any other costs the employee incurs in association with the appeal hearing, shall be borne by the employee. The City/Department shall also be entitled to representation at all stages of the proceedings.

**20.6 Recommended Decision**

The Hearing Officer shall prepare and issue a Recommended Decision in writing within thirty (30) calendar days of the submission of the case by the parties for decision. The Hearing Officer's written Recommended Decision shall set forth whether the charge(s) are sustained, and shall contain findings regarding the facts which form the basis for the charge(s), and a determination on the reasonableness of the penalty in consideration of the gravity of the offense and any history of prior discipline.

The Hearing Officer shall serve the Recommended Decision on the parties.

**20.7 Final Decision**

The Hearing Officer's Recommended Decision is advisory to the City Council. After the City receives the Recommended Decision, the City Council will consider the Recommended Decision and will thereafter sustain, modify or revoke the disciplinary action.

The City shall serve the City Council's Final Decision on the employee as well as his/her/their attorney or representative, and shall advise the employee that the time within which judicial review of the decision may be sought is governed by California Code of Civil Procedure section 1094.5.

**ARTICLE 21. WORK STOPPAGE AND LOCKOUTS**

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

**ARTICLE 22. CONTRACTING OUT**

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

- a) Follow the layoff procedure stated in Article 6;
- b) Pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor

- c) Consider attrition or other similar alternatives if practical or feasible, however, the City does not guarantee employment.

## ARTICLE 23. MISCELLANEOUS

### 23.1 Use of City Facilities for Private Purposes:

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

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

### 23.3 Personnel Regulations:

During the term of this MOU the City will be reviewing and updating, where needed, the City's Personnel Regulations. The City shall meet and confer with the Association on revisions that are within the scope of representation. Where there are conflicts or differences between the Personnel Regulations and this MOU, the language in this MOU shall supersede the procedure in the City's Personnel Regulations.

### 23.4 Probationary Appointments:

The probationary period for all newly hired employees to the City or newly-promoted employees shall be twelve (12) months.

All newly hired employees to the City may be dismissed during the probationary period at any time without right of appeal.

An employee rejected during promotional probation shall be reinstated to the position from which employee was promoted, unless the employee is dismissed for cause.

The probationary period may be extended by the City Manager, upon recommendation of the department head, for not more than six (6) months.

### 23.5 Outside Employment:

Employees 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, any time an employee's outside employer bids or is awarded a contract with the City, the

employee shall notify the Department Head within five (5) working days so the Department may review the appropriateness of continued employment to ensure transparency and avoidance of conflict.

#### **ARTICLE 24. AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this MOU the City's principal authorized agent shall be the Human Resources Manager or designee. The Association's principal authorized agent shall be the Association President. The Association shall update Human Resources upon the selection of a new Association President as soon as possible.

#### **ARTICLE 25. SAVINGS CLAUSE**

This MOU 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 MOU shall not invalidate the remaining portions hereof, and the remaining portions shall remain in full force and effect, insofar as such remaining portions shall remain in full force and effect, insofar as such remaining portions are severable. Parties shall meet and confer to the extent required to address the impacts Federal or State laws have upon matters within the scope of employment.

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

The term of this MOU is July 1, 2021 through June 30, 2024. This MOU 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. This MOU shall become effective after Association ratification and subsequent City Council approval.

#### **FOR THE LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION**

\_\_\_\_\_  
Sean Gallegos, Association President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bridget Matheson, Association Vice President

\_\_\_\_\_  
Date



**FOR THE CITY OF LOS ALTOS**

---

Jon Maginot, Deputy City Manager

---

Date

---

Lisa S. Charbonneau, Chief Negotiator

---

Date

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

JULY 1, 20~~17~~21 - JUNE 30, 202~~04~~21

## Table of Contents

|   |           |
|---|-----------|
| <b>PREAMBLE .....</b>                           | <b>6</b>  |
| <b>ARTICLE 1. RECOGNITION .....</b>             | <b>6</b>  |
| <b>ARTICLE 2. NO DISCRIMINATION .....</b>       | <b>6</b>  |
| <b>ARTICLE 3. SECURITY PROVISIONS .....</b>     | <b>6</b>  |
| 3.1 Agency Shop .....                           | 6         |
| 3.2 Religious Exception .....                   | 6         |
| 3.3 Dues Deduction .....                        | 7         |
| <b>ARTICLE 4. UNION RIGHTS .....</b>            | <b>8</b>  |
| 4.1 Meet and Confer .....                       | 8         |
| 4.2 New Employee Notification .....             | 8         |
| 4.3 Bulletin Board .....                        | 8         |
| 4.4 Access to Association Representatives ..... | 9         |
| 4.5 Stewards .....                              | 9         |
| 4.6 Meeting Places .....                        | 9         |
| <b>ARTICLE 5. MANAGEMENT RIGHTS .....</b>       | <b>10</b> |
| 5.1 Rights Retained .....                       | 10        |
| 5.2 Impact on Bargaining Unit .....             | 10        |
| 5.3 Emergency .....                             | 10        |
| <b>ARTICLE 6. LAYOFF AND RECALL .....</b>       | <b>10</b> |
| 6.1 Definition of Layoff .....                  | 10        |
| 6.2 Reason for Layoff .....                     | 10        |

|   |               |
|---|---------------|
| <del>6.3 Notification of Layoff</del>                               | <del>11</del> |
| <del>6.4 Order of Layoff</del>                                      | <del>11</del> |
| <del>6.5 Reassignment</del>   | <del>11</del> |
| <del>6.6 Reemployment Rights</del>                                  | <del>11</del> |
| <del>6.7 Full Rights</del>  | <del>12</del> |
| <b>ARTICLE 7. SENIORITY</b>   | <b>12</b>     |
| <del>7.1 Definition of Seniority</del>                              | <del>12</del> |
| <del>7.2 Application for Seniority</del>                            | <del>12</del> |
| <b>ARTICLE 8. PAY RATES AND PRACTICES</b>                           | <b>12</b>     |
| <del>8.1 Salaries</del>   | <del>12</del> |
| <del>8.2 Step Increases</del>                                       | <del>13</del> |
| <del>8.3 Promotion</del>  | <del>14</del> |
| <del>8.4 Salary for Work Performed in a Higher Classification</del> | <del>14</del> |
| <del>8.5 Mileage Reimbursement</del>                                | <del>15</del> |
| <b>ARTICLE 9. WORK WEEK, HOURS OF WORK, OVERTIME, PREMIUM PAY</b>   | <b>15</b>     |
| <del>9.1 Work Schedule</del>  | <del>15</del> |
| <del>9.2 Overtime Work</del>  | <del>15</del> |
| <del>9.3 Call-out Pay</del>   | <del>16</del> |
| <del>9.4 Salary Survey Language</del>                               | <del>16</del> |
| <b>ARTICLE 10. UNIFORMS, BOOTS, TOOLS, AND LICENSES</b>             | <b>16</b>     |
| <del>10.1 Uniforms</del>  | <del>16</del> |
| <del>10.2 Safety Equipment</del>                                    | <del>16</del> |

|  |                      |
|--|----------------------|
| <del>10.3 Uniform Allowance .....</del>                            | <del>17</del>        |
| <del>10.4 Appearance .....</del>                                   | <del>17</del>        |
| <b><del>ARTICLE 11. HOLIDAYS .....</del></b>                       | <b><del>18</del></b> |
| <del>11.1 Scheduled Holidays .....</del>                           | <del>18</del>        |
| <del>11.2 Holiday Pay .....</del>                                  | <del>18</del>        |
| <b><del>ARTICLE 12. VACATIONS .....</del></b>                      | <b><del>18</del></b> |
| <del>12.1 Vacation Accrual .....</del>                             | <del>18</del>        |
| <del>12.2 Vacation Eligibility Requirements .....</del>            | <del>19</del>        |
| <del>12.3 Scheduling Vacations .....</del>                         | <del>19</del>        |
| <del>12.4 Maximum Vacation Accrual .....</del>                     | <del>19</del>        |
| <del>12.5 Holiday Falling During Vacation .....</del>              | <del>19</del>        |
| <del>12.6 Illness During Vacation .....</del>                      | <del>19</del>        |
| <del>12.7 Vacation at Termination .....</del>                      | <del>20</del>        |
| <b><del>ARTICLE 13. LEAVE PROVISIONS .....</del></b>               | <b><del>20</del></b> |
| <del>13.1 Time Off to Vote .....</del>                             | <del>20</del>        |
| <del>13.2 Bereavement Leave .....</del>                            | <del>20</del>        |
| <del>13.3 Perfect Attendance .....</del>                           | <del>20</del>        |
| <del>13.4 Leave of Absence Without Pay .....</del>                 | <del>21</del>        |
| <del>13.5 Family Medical Leave .....</del>                         | <del>21</del>        |
| <del>13.6 Sick Leave .....</del>                                   | <del>21</del>        |
| <del>13.7 Retirement .....</del>                                   | <del>24</del>        |
| <b><del>ARTICLE 14. WORKERS COMPENSATION INSURANCE .....</del></b> | <b><del>25</del></b> |

|   |               |
|---|---------------|
| <del>14.1 Industrial Temporary Disability .....</del>               | <del>25</del> |
| <b>ARTICLE 15. BENEFIT PROGRAMS .....</b>                           | <b>25</b>     |
| <del>15.1 Long Term Disability Insurance .....</del>                | <del>25</del> |
| <del>15.2 Tuition Reimbursement Program .....</del>                 | <del>26</del> |
| <del>15.3 Health and Medical Benefits .....</del>                   | <del>26</del> |
| <del>15.4 Additional Contribution .....</del>                       | <del>27</del> |
| <del>15.5 Dental .....</del>  | <del>29</del> |
| <del>15.6 Flexible Benefits Plan .....</del>                        | <del>29</del> |
| <del>15.7 State of California Short Term Disability/SDI .....</del> | <del>29</del> |
| <b>ARTICLE 16. RETIREMENT .....</b>                                 | <b>29</b>     |
| <del>16.1 PERS Retirement and Employee Contributions .....</del>    | <del>29</del> |
| <b>ARTICLE 17. PHYSICAL EXAMINATIONS .....</b>                      | <b>30</b>     |
| <b>ARTICLE 18. SAFETY .....</b>                                     | <b>30</b>     |
| <del>18.1 Health and Safety Provisions .....</del>                  | <del>30</del> |
| <del>18.2 City Safety Committee .....</del>                         | <del>30</del> |
| <del>18.3 Outstanding Safety Issues .....</del>                     | <del>30</del> |
| <b>ARTICLE 19. GRIEVANCE PROCEDURE .....</b>                        | <b>31</b>     |
| <del>19.1 Purpose .....</del>                                       | <del>31</del> |
| <del>19.2 Definition, Scope and Right to File .....</del>           | <del>31</del> |
| <del>19.3 Step 1 — Informal Grievance Procedure .....</del>         | <del>31</del> |
| <del>19.4 Step 2 — Formal Grievance Procedure .....</del>           | <del>31</del> |
| <del>19.5 Step 3 — Personnel Review .....</del>                     | <del>32</del> |

|  |                   |
|--|-------------------|
| <del>19.6 Step 4 — Alternative Grievance Appeal Resolution .....</del> | <del>32</del>     |
| <del>19.7 Step 5 — Appeal to Arbitration .....</del>                   | <del>32</del>     |
| <del>ARTICLE 20. APPEAL PROCEDURE FOR DISCIPLINARY ACTION .....</del>  | <del>34</del>     |
| <del>20.1 Formal Procedure .....</del>                                 | <del>34</del>     |
| <del>ARTICLE 21. WORK STOPPAGE AND LOCKOUTS .....</del>                | <del>35</del>     |
| <del>ARTICLE 22. CONTRACTING OUT .....</del>                           | <del>35</del>     |
| <del>ARTICLE 23. MISCELLANEOUS .....</del>                             | <del>35</del>     |
| <del>23.1 Meal Breaks .....</del>                                      | <del>36</del>     |
| <del>23.2 Rest Periods .....</del>                                     | <del>36</del>     |
| <del>23.3 Use of City Facilities for Private Purposes .....</del>      | <del>36</del>     |
| <del>23.4 Americans with Disabilities Act .....</del>                  | <del>36</del>     |
| <del>23.5 Personnel Regulations .....</del>                            | <del>36</del>     |
| <del>23.6 Probationary Appointments .....</del>                        | <del>36</del>     |
| <del>23.7 Outside Employment .....</del>                               | <del>36</del>     |
| <del>ARTICLE 24. AUTHORIZED AGENTS .....</del>                         | <del>37</del>     |
| <del>ARTICLE 25. PROVISIONS OF THE LAW .....</del>                     | <del>37</del>     |
| <del>ARTICLE 26. TERM .....</del>                                      | <del>37</del>     |
| <br><del>APPENDIX A. SALARY SCHEDULES .....</del>                      | <br><del>40</del> |





## PREAMBLE

This Memorandum of Understanding (MOU) Agreement was made and is entered into by and between the City of Los Altos (~~hereinafter referred to as the~~ CITY) and the ~~designated representatives of the~~ LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION (~~hereinafter referred to as the~~ ASSOCIATION). This ~~agreement~~ MOU constitutes the results of discussions between the City ~~Management Staff~~ Representatives and ~~the~~ Association representatives on all matters within the scope of representation. The term of this ~~agreement~~ MOU shall be from July 1, 2021~~17~~ through June 30, 2024~~40~~.

## ARTICLE 1. RECOGNITION

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

## ARTICLE 2. NO DISCRIMINATION

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

## ARTICLE 3. ~~SECURITY PROVISIONS—(To be revisited once complete.)~~ DUES DEDUCTION

Upon written notification to the Human Resources Manager by the Association representative, the City shall implement Association dues deductions within thirty (30) days as follows:

### 3.1 — Agency Shop:

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

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

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

**3.2 — Religious Exception:**

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

**3.3 — Dues Deduction:**

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

3.1 The City will deduct Association dues upon written certification from the Association that it has and will maintain employees' written authorization to be a dues-paying member of the Association.

3.2 Payroll deductions shall be for a uniform-specified amount set by the Association for all Association members and a separate uniform-specified amount for representation service fee payers, and shall not include fines. The Association may change the fixed uniform dollar amount by giving once each calendar year during the life of this Agreement. The Association will give the City thirty (30) days notice of any such change. Dues deductions shall be made only upon the employee's voluntary signed written authorization on a payroll deduction request form approved by the City.

a)

b) If an employee requests to cancel, change, or otherwise modify their dues deductions, the City shall direct the employee to the Association. The amount of any representation service fee required under this Article shall be determined by the Association and communicated to the City and non-members annually, concurrently with or immediately following the filing of the Association's LM-2 forms with the United States Department of Labor, but no later than sixty (60) days after the end of the Association's fiscal year. Failure by the Association to timely provide information regarding the amount of any representation service fee may result in the City's suspension of payroll deductions for service payers until the next payroll after which representation service information is provided to the City. The City will begin the payroll deductions of any representation service fees required under this Article in the first complete payroll period following receipt of information from the Association about the amount of the representation service fee. No retroactive agency fee deductions will be made.

c) 3.3 Any dispute regarding payment of a representation service fee, including but not limited to any objection regarding the requirement to pay a fee or the amount of fee charge must be submitted

~~directly to the Association.~~

~~d) — The Association shall make available, at its expense, an expeditious administrative appeals procedure to any non-member unit employee who objects to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made and the impartial decision maker to be jointly selected by the Association and the objecting employee. The Association shall make available a copy of such procedure to nonmember unit employees and the City prior to the time that any non-member unit employee becomes subject to the payment of representation service fees. The Association agrees to provide a copy of any revisions to this procedure to the City and any non-member unit employee within five (5) business days of when such revisions are adopted by the Association. The Association agrees that this procedure and revisions shall comply with all relevant legal requirements, including but not limited to any regulations promulgated by the Public Employment Relations Board.~~

e) ~~3.4 The City shall transmit withheld dues~~Amounts deducted and withheld by the City shall be transmitted to the Association on a periodic basis and by method agreed upon by the Parties, at the address specified.

3.5 When an employee is in a non-pay status for an entire pay period (currently two weeks), no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction.

~~f)~~

3.6 The Association shall refund to the City an amount paid to it in error upon presentation of supporting evidence.

3.7 The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Section.

~~g) —~~

## ARTICLE 4. UNION RIGHTS

### 4.1 Meet and Confer:

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

## 4.2 **New Employee Notification:**

The City will provide a written statement to each new employee hired into a classification represented by the Association that the employee's classification is represented by the Association and the name of a representative of the Association. If the Association provides the City with a packet of information to share with such employees upon hire, the City will provide eligible employees with that packet of information.

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

### 4.3 New Employee Orientation

4.3.1 The City will notify the Association, in writing, no less than fifteen (15) calendar days in advance of a new employee orientation that will be attended by an individual newly-hired into a classification represented by the Association. If the City cannot provide fifteen (15) business day advance notice of a new employee orientation due to an urgent need critical to the employer's operations, the City shall provide as much advanced notice as practicable and must provide the Association with a written statement as to why it did not provide fifteen (15) business days advance notice.

~~(a) 4.3.2 The new employee orientation notice provided to the Association will include the date, time and location of the orientation. The City agrees that it will not disclose the date, time, or place of any such new employee orientation(s) to anyone other than the employees who are to attend the orientation, the Association, or a vendor that is contracted to provide a service for purposes of orientation.~~

4.3.3 The City shall allow two (2) bargaining unit representatives designated by the Association to meet with the new employee(s) during new employee orientation. It is anticipated that this meeting would require approximately thirty (30) minutes in order to provide information about the MOU and related matters. Management representatives will excuse themselves during the Association portion of the orientation.

4.3.4 Employees attending an orientation as the Association representatives shall be given paid release time sufficient to cover the Association's presentation and travel time.

## 4.4 **Employee Contact Information**

Within thirty (30) days from the date of hire, promotion, or appointment of an employee into a classification represented by the Association, the City will provide the Association with the below information for such an employee:

- (a) Employee name
- (b) Job title
- (c) Department
- (d) Work location
- (e) Work phone number
- (f) Personal/cell phone number
- (g) Home address
- (h) Personal email address (if on file with the City)

The City will provide the Association with the above-listed information for all employees working in classifications represented by the Association every one hundred and twenty (120) calendar days, which will be established as every September, January, and May. If an employee's contact information has changed since the City last provided the Association with employee contact information, the City will provide the updated information to the Association at the next scheduled submission date.

#### **4.5 Disclosure of Employee Contact Information to Third Party**

The City shall not disclose employee contact information to a third party other than the Association unless required by law. The City shall provide the Association with reasonably immediate notice of any third party request for such information prior to disclosing the information to the third party.

Upon written request by an employee, the City shall not disclose the employee's home address, personal/cell phone number, or personal email address to the Association.

#### **4.36 Bulletin Board:**

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

and meeting notices; d) the Association membership benefits and programs; and e) other written materials approved for posting by the City of Los Altos.

~~The Association may not post material on the Said bulletin boards shall not that~~ contain ~~any~~ derogatory, defamatory, or inflammatory statements concerning the City ~~or or~~ City ~~personnel employees, volunteers, or contractors~~, nor any material ~~that, which impair disrupts~~ the operations of the City. Forty-eight hours prior to posting of any notice on the designated bulletin board, the Association shall file one (1) copy of said notice or material with the Human Resources Manager or ~~designee his/her duly authorized representative~~.

#### **4.47 Access to Association Representatives:**

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

~~Association Representatives 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 hazard or ~~to~~ interfere with operations of the City, ~~as determined by the City.~~ Association ~~Representatives of the Association~~ shall not enter a work location/site without advance notification to the ~~Human Resources Manager or designee Assistant City Manager or Administrative Services Director or his/her duly authorized representative~~.

#### **4.58 Stewards: Representatives for Disciplinary or Grievance Matters**

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

The Association shall notify the City in writing of the name of ~~such representatives the steward~~. ~~The representatives 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 ~~Department Head or designee appropriate supervisor, or manager in order to leave the job site~~. Time off without loss of compensation shall be allowed for management-approved meetings.

#### **4.96 Meeting Places:**

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

## ARTICLE 5. MANAGEMENT RIGHTS

### 5.1 **Rights Retained:**

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

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

### 5.2 **Impact on Bargaining Unit:**

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

### 5.3 **Emergency:**

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

## ARTICLE 6. LAYOFF AND RECALL

### 6.1 **Definition of Layoff:**

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

### 6.2 **Reason for Layoff:**

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



**6.3 Notification of Layoff:**

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

**6.4 Order of Layoff:**

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

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

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

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

**6.5 Reassignment**

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

**6.6 Reemployment Rights**

Employees who are laid off and whose last performance review was satisfactory or better shall be placed on a recall list for a period of one (1) year. An employee's name will remain on the list for one (1) year, or until he/she/they 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/they is presently qualified to perform the work in the job classification to which he/she/they is recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he/she/they shall have the right to return to the job classification he/she/they held prior to being laid off in the event it



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

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

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

**6.6.3** Employees on reemployment lists eligible for recall shall be given written notice of recall. The notice may be hand-delivered or sent by certified mail or registered mail with a copy to the Association, provided that the employee must notify the City of his/her/their 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/their latest mailing address.

## **6.7 Full Rights**

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

## **ARTICLE 7. SENIORITY**

### **7.1 Definition of Seniority**

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service for the City of Los Altos since his/her/their last date of hire, less any adjustments due to layoff, approved leaves of absence greater than sixty (30-60) 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/their 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. BASE SALARY PAY RATES AND PRACTICES**

### **8.1 Salary IncreasesSalaries:**

~~The Association proposes the following wage increases:~~

- 8.1.1 Effective the first full pay period after Association ratification and subsequent Council approval of this MOU, or the pay period that includes July 1, 2017<sup>21</sup>, whichever is later, base salary (defined as base pay only) for all classifications shall be increased three percent (3.4%) following adoption of this agreement by the Council.
- 8.1.2 Effective the pay period that includes July 1, 2018<sup>22</sup>, base salary for all classifications shall be increased by the between 3.0% and 4.0%, depending on inflation, and calculated as  $(3.0\% \leq \text{CPI-U} \leq 4.00\%)$ , which is equivalent to the CPI-U, but no less than 3% and no greater than 4%. The April 2022 year-over-year Consumer Price Index (CPI) for the San Francisco Bay Area, shall be based the on San Francisco-Oakland-San Jose, CA, Consumer Price Index from the U.S. Department of Labor, Bureau of Labor Statistics (DOL BLS) (minimum of 3%, maximum of 3.5%). using the April 2018 index.
- 8.1.3 Effective the pay period that includes July 1, 2019<sup>23</sup>, base salary for all classifications shall be increased between 2.5% and 4.0%, depending on inflation, and calculated as  $(2.50\% \leq \text{CPI-U} \leq 4.00\%)$ , which is equivalent to the CPI-U, but no less than 2.5% and no greater than 4%. Theby the April 2023 year-over-year CPI for the San Francisco Bay Area, from the U.S. DOL BLS (minimum of 2%, maximum of 3%). Consumer Price Index (CPI) shall be based on the San Francisco-Oakland-San Jose, CA, Consumer Price Index from the U.S. Department of Labor, Bureau of Labor Statistics using the April 2019 index.

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

## **8.2 Salary Survey**

The City will complete a market salary survey for successor MOU negotiations. No later than September 2023, the City and the Association will meet to discuss appropriate comparator agencies to include in the market salary survey. The survey will evaluate total compensation and the City will endeavor to survey all classifications represented by the Association. The City will target sharing the completed market salary survey with the Association in March 2024.

## **8.23 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] ~~S~~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/their opinion clearly appears to be in the best interests of the City.

The second [B] ~~S~~step is an incentive adjustment to encourage an employee to improve his/her/~~their~~ 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] ~~S~~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 ~~second Step~~ [B] step.

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

The fourth [D] ~~S~~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 [D] step and upon recommendation of his/her/~~their~~ department head and the approval of the City Manager or ~~his/her~~ designee.

#### 8.24 Salary Review ~~Date:~~

An employee's salary rate shall be reviewed annually on the salary review date.

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

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

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

- a) Transfer. The salary review date of an employee transferred to a position of similar duties, responsibilities and salary range shall not be altered.
- b) Promotion. The salary review date of an employee promoted to a position, which involves either an increase in responsibilities or a change in duties and an increase in salary range, shall be altered to coincide with the effective date of such promotion. ~~[L]~~ ~~SEP~~

- c) Demotion. The salary review date of an employee demoted to a position, which involves either a reduction in responsibilities or a change in duties and a reduction in salary range shall be altered to coincide with the effective date of such demotion.
- d) Leave of Absence. The salary review date of an employee whose service is interrupted by a leave of absence without pay, for whatever reason, for more than thirty ~~[(30)]~~ calendar days shall be adjusted by the total number of days, unless otherwise required by law. ~~Provided, however, that the adjustment of the salary review date of an employee subject to military leave shall be consistent with the provisions of Section 395 of the Military and Veterans Code of the State of California. [1]]~~

### 8.35 **Promotion: (Non Flexibly-Staffed Positions)**

Promotion is the appointment of an employee to a position in another classification with a higher top step base salary. An employee shall receive a minimum five percent (5%) increase to their base salary when they are promoted.

### 8.6 **Flexibly Staffed Positions**

Certain positions in the Association will be flexibly staffed to promote qualified incumbents from lower classifications to higher classifications without conducting a competitive recruitment process. Flexibly staffed positions also provide managers the flexibility to make appointments at either the lower or higher classification, depending on the needs of the department and the candidates' qualifications.

8.6.1 The flexibly staffed Association positions are as follows:

Junior Engineer / Assistant Engineer / Associate Engineer

Office Assistant I/II

Assistant Planner / Associate Planner

Management Analyst I/II

Accounting Technician I/II

#### 8.6.2 Promotion

To be eligible for promotion within a flexibly staffed position, the incumbent must have sustained satisfactory performance in the lower classification and must meet the minimum qualifications of the higher classification.

Employees who satisfy the criteria will be promoted upon recommendation of the Department Head. Employees who move from a lower classification into a higher classification within a flexibly staffed position will be on promotional probation for six (6) months.

The promotional probationary period may be extended an additional six (6) months at the discretion of the City Manager or designee. An employee rejected during the probationary period from the higher classification will be reinstated to his or her previous lower classification unless the employee is dismissed for cause.

#### **ARTICLE 9.8.4      ~~Salary for~~ WORK PERFORMED IN A HIGHER CLASSIFICATION**

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

The Parties agree that to the extent permitted by law, pay for work performed in a higher classification is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR Section 571(a)(3) Temporary Upgrade Pay.

The Parties agree that this provision does not provide employees with an entitlement to temporary assignment pay that would violate Government Code section 20480.

#### **ARTICLE 10.      BILINGUAL PREMIUM PAY**

The City shall pay thirty-four dollars and sixty two cents (\$34.62) per pay period to employees approved to receive bilingual pay. To receive this pay, employees must demonstrate the ability to both understand and effectively communicate in a language other than English that the Department Head has determined is necessary for the effective or efficient operation of the City. Approval of both the Department Head and the City Manager or designee is required for an employee to receive bilingual pay. The Department Head and City Manager or designee maintain the right to determine the number of employees eligible to receive this pay.

Employees receiving this pay are required to speak the second language in the course and scope of their employment when it is necessary and may be asked to assist in translating.

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

#### **ARTICLE 11.9:      WORK ~~SCHEDULES~~WEEK, HOURS OF WORK, OVERTIME, CALL-OUT PAY**

##### **———11.1      Work Schedule:**

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

Employees shall be assigned to regularly-scheduled work shifts with standard daily start and stop ~~scheduled starting and quitting~~ times. Should it be necessary, in the interest of efficient operations, or due to a special event or circumstances, to modify an employee's regular work schedule, 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), unless such notice is not feasible. Nothing herein shall prohibit the City from adjusting an employee's work hours or days as needed. ~~days.~~ Work schedules shall not be unjustly changed.

## **11.2 Ten Hour Off-Duty Period**

~~If an employee's supervisor requires the employee to work more than fourteen (14) hours in one work day (measured from the time the employee begins their shift on that workday), upon the employee's request, the employee's supervisor shall adjust the employee's schedule on the following day so the employee has at least a ten hour off-duty period before beginning their next shift, except in the event of an emergency or if the schedule adjustment will unduly disrupt City operations. is required to return to work more than sixteen (16) hours in a twenty-four (24) hour period, the employee shall have at least eight (8) hours rest between shifts, except in the case of emergencies.~~

~~Attachment C provides the City of Los Altos Administrative Instruction for the 9/80 Work Schedule for employees interested and eligible to participate in a 9/80 program. It is mutually agreed that the intention is to try the schedule on a year round basis. All parties acknowledge, however, the City's right to revert to a standard 10/80 schedule if needed for efficient municipal management. The Administrative Instruction for 9/80 Work Schedule will provide guidance for the change in work schedules.~~

## **11.3 Alternative Work Schedules**

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

Work schedules have been and will continue to be determined by the Department Head based upon the need to provide service to the public. These schedules will continue to be administered by the Department Head. The Department Head or designee will work with the employee's immediate supervisor/manager and the employee to determine the appropriate alternative work schedule and break time(s).

### **11.3.1 Alternative Work Schedule Options**

(a) 4/10 Work Schedule

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

(b) 9/80 Work Schedule

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

(c) Defined 9/80 Work Schedule

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

### **11.3.2 Alternative Work Schedule Procedure**

(a) An employee scheduled to work an alternative work schedule or an employee requesting to work an alternative work schedule shall submit an "Alternative Work Schedule Form" to his or her immediate supervisor and to the Department Head for approval. Human Resources must receive a copy of the approved form.

(b) Upon receipt of an employee's written request to work an alternative schedule, the Department Head will work with the employee's immediate supervisor/manager to determine whether the department can approve the employee's alternative work request.

1. In determining whether the department can approve the request, the department shall first consider its obligation to the public.
2. If the department head determines that the alternative work schedule will not cause harm to the public service, he or she shall next consider whether the department can adequately manage the requested alternative schedule.



3. Finally, the Department Head will consider and allow the requested alternative schedules as long as it does not diminish the quality of the employee's work, the availability of City services, or result in increased costs.

(c) In certain circumstances, and depending on workload and department initiatives, the department head or designee may take the employee off their alternative work schedule unless an employee's labor agreement specifies otherwise. This may occur due to public service needs, the department's ability to manage the employee, the employee's performance or productivity, or for any other lawful reasons. In such instances, the department head or designee will make an effort to notify the employee ahead of time of any scheduling change.

(d) Employees working an alternative work schedule cannot move their regular day off or "flex" or adjust work hours forward or backward on the alternating regular work day without written approval by their supervisor.

(e) Starting and ending times for the work day for an employee working an alternative work schedule continue to be subject to approval by the employee's supervisor / manager. The supervisor/manager may adjust the employee's start and end times from time to time, as necessary to provide adequate staffing and coverage.

#### **11.4 Meal Periods**

Employees shall be entitled to a one (1) hour unpaid, duty-free meal period per shift. Whenever possible, the meal period shall be scheduled at the mid-point of each shift.

Employees are relieved of responsibilities and restrictions during their meal period. If an employee is assigned to work an on-duty meal period, the work time will be paid time.

#### **11.5 Rest Periods**

Employees shall be entitled to a paid fifteen (15) minute rest period during each four (4) hours of work. Rest periods not taken shall be waived. The morning rest period shall be taken near the middle of the first four (4) hour period of the day whenever feasible.

#### **911.26 Overtime Work:**

Employees may work overtime hours only with ~~Upon prior approval authorization from~~ of the department head or designee, or due to unusual emergencies, overtime or compensatory time off may be approved and compensated for as determined by the department head. Overtime shall be paid at time and one-half times the hourly rate, or by compensatory time off at the time and one-half rate.



Paid time off due ~~to sick leave, holidays, vacation or other paid leaves~~ is included as “time worked” ~~for purposes of in-computing contractual overtime. the forty (40) hour per week requirement.~~

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

- a) 8-hour shift employees – ~~Unit~~Employees assigned to an 8-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 8 hours per workday or ~~80-40~~ hours per ~~pay period~~workweek.
- b) 9-hour shift employees – ~~Unit~~Employees assigned to work an 9-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 9 hours per workday or ~~80-40~~ hours per ~~pay period~~workweek.
- c) 10-hour shift employees – Unit employees assigned to work a 10-hour shift shall receive 1.5 rate overtime compensation for all hours worked more than 10 hours per workday or ~~80-40~~ hours per ~~workweek~~pay period.

## **11.7 Compensatory Time Off**

11.7.1 In lieu of overtime pay in cash, an employee may request to accrue compensatory time off (CTO), which will accrue at the rate of one and one-half (1 ½) times each overtime hour worked. The Department Head or designee has sole discretion to grant a request for CTO in lieu of cash overtime. The maximum hours of CTO an employee may accrue is 80. Once an employee has reached the CTO cap of 80 hours, overtime shall be compensated in cash.

- a) 11.7.2 All earned and unused CTO will be cashed out in the first pay period in December of every year. CTO will be cashed out at the employee’s regular rate of pay at the time of the cash out.

b)

- e) 11.7.3 An employee wanting to use his/her/their CTO shall provide his/her/their Department Head with reasonable notice of such request. Reasonable notice is defined as at least ten (10) calendar days in advance. If reasonable notice is provided, the employee’s request may not be denied unless it is unduly disruptive to the department. A request to use CTO without reasonable notice may still be granted within the discretion of the Department Head or designee responsible for considering the request.

11.7.4 At separation, any accrued and unused CTO will be cashed out at the employee’s regular rate at time of separation, or as otherwise required by law.

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

#### **911.38 Call-Out Pay:**

Call back compensation shall be a minimum of three (3) hours at 1.5 rate overtime compensation time and a half (1 1/2). Callbacks between the hours of 9:00 p.m. and 5:00 a.m. will be compensated at a minimum of four (4) hours at 1.5 rate overtime compensation time and a half (1 1/2).

#### **9.4 — Salary Survey Language**

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

### **ARTICLE 120. UNIFORMS, SAFETY EQUIPMENT, BOOTS, TOOLS, AND LICENSE MILEAGE REIMBURSEMENT**

#### **102.1 Uniforms:**

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

#### **102.2 Safety Equipment:**

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

##### **102.2.1 Building Division**

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

##### **102.2.2 Engineering Department**

~~The City For employees in the Engineering Department, the City will provide (non-steel-toed) safety/work boots and rain coats to for individuals occupying the positions of Engineering GIS Technicians, Junior Civil Engineers, Assistant Civil Engineers, Associate Civil Engineers, Senior Engineers, and other individuals in classifications in the Engineering Department or~~

~~other positions visiting~~that visit construction sites. Safety/Work boots and/or raincoats will be replaced at the City's expense when they are unserviceable, ~~but in any event~~, not more than twice per employee per year ~~shall be issued~~. Total cost to the City ~~of this provision~~ shall not exceed two hundred fifty dollars (\$250) per pair ~~of~~ work boots and raincoat ~~as needed~~.

### **102.2.3 Planning Division**

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

### **102.2.4 Maintenance Service Center**

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

## **102.3 Uniform ~~Allowances~~ for Records Personnel**

~~10.3.1~~ The Police Department will furnish Records Personnel with uniforms as authorized by the Chief of Police, excluding socks, turtlenecks, and t-shirts. Issued uniforms will include one long sleeve shirt, one short sleeve shirt, four polo shirts, 2 sweaters and/or sweatshirts, three pairs of pants or skirts, and one tie on an annual basis if the item is unserviceable. The Police Department will provide dry cleaning services through a specified company for Department issued articles and wash services for the polo shirt and sweatshirt. The Department will furnish each Records staff with a badge, one metal nametag and shoulder patches. The Chief shall reserve the right to repair equipment rather than replace equipment or repair shall be routed through the employee's supervisor, the Records Lead.

## **120.4 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.

## **12.58.5 Mileage Reimbursement**

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

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

## **ARTICLE 143. HOLIDAYS**

### **143.1 ~~Scheduled~~ Observed Holidays:**

~~The following shall be paid holidays for all eligible employees:~~The following are City-observed holidays:

|  |                                      |
|--|--------------------------------------|
| New Year's Day                                     | <u>January 1</u>                     |
| Martin Luther King Day                             | <u>Third Monday in January</u>       |
| President's Day                                    | <u>Third Monday in February</u>      |
| Memorial Day                                       | <u>Last Monday in May</u>            |
| Independence Day                                   | <u>July 4</u>                        |
| Labor Day  | <u>First Monday in September</u>     |
| Veterans Day                                       | <u>November 11</u>                   |
| Thanksgiving Day                                   | <u>Fourth Thursday in November</u>   |
| <u>Day After Thanksgiving</u>                      | <u>Friday after Thanksgiving Day</u> |
| Christmas Day                                      | <u>December 25</u>                   |
| <del>Floating Holiday (accrues on April 1)</del>   |                                      |
| <del>Floating Holiday (accrues on October 1)</del> |                                      |

~~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, that which~~ fall on Saturday, will be observed the Friday before. ~~Holidays day before on Friday, and holidays, which that~~ fall on Sunday, will be observed the following Monday. ~~Holidays that fall on a non-working Friday will be observed the prior Thursday.~~

### **143.2 Paid Time Off for Holidays**

~~a.13.2.1~~ When an observed holiday falls on an employee's regularly scheduled ten (10) hour work day, the employee shall receive nine (9) hours of paid holiday. When an observed holiday falls on an employee's regularly scheduled nine (9) hour work day, the employee shall receive nine (9) hours of paid holiday. When a holiday falls on an employee's regularly scheduled eight (8) hour work day, the employee shall receive eight (8) hours of paid holiday.

~~b-13.2.2 If a holiday falls on a non-working Friday and the Thursday before is also a holiday, the employee shall receive holiday pay the Wednesday before the holiday in accordance with the employee's regularly scheduled hours for those days. (For example, if a non-working Friday falls on the day after Thanksgiving, employees would maintain their non-working Friday and receive nine (9) hours of holiday pay on Wednesday and Thursday instead of receiving holiday pay on Thursday and Friday).~~

13.2.3 Employees on a 4/10 Schedule will need to use either floating holiday, vacation or compensatory time to cover the difference between their regularly scheduled hours and the compensated time received for holidays. Employees who take a full day off on a ten (10) hour workday will be charged ten (10) hours of leave. Employees who take a full day off on a nine (9) hour workday will be charged nine (9) hours of leave. Employees who take a full day off on an eight (8) hour workday will be charged eight (8) hours of leave.

~~day after on Monday.~~

#### ~~11.213.3~~ -Floating Holidays~~Holiday Pay~~

~~143.32.1~~ Records personnel in the Police Department are entitled to two eight-hour floating holidays. One eight-hour floating holiday accrues on April 1. The other eight-hour floating holiday accrues on October 1.

~~143.23.2~~ All other employees are entitled to one nine-hour floating holiday that accrues on July 1.

~~134.23.3~~ Floating holidays may be taken anytime upon approval of the Department Head or designee.

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

## ARTICLE 142. VACATIONS

### 124.1 Vacation Accrual:

~~Annual paid vacations shall be required for the good of the service. Regular full-time~~ Full-time employees shall ~~be entitled to~~ accrue vacation ~~hours time in accordance with the following schedule up to a maximum as follows:~~

| <u>Years of Continuous Service</u> | <u>Hours of Annual Vacation Accrued</u> | <u>Maximum</u>                   |
|------------------------------------|---|----------------------------------|
| <u>Accrual</u>                     |   |                                  |
| Less than 5 years                  | <del>112</del> 80 hours                 | <del>264 hours (40 days)</del>   |
| 5 years                            | <del>120</del> 52 hours                 | <del>384 hours (45 days)</del>   |
| 6 years                            | <del>160</del> 28 hours                 | <del>408 hours (46 days)</del>   |
| 8 years                            | <del>136</del> 8 hours                  | <del>432 hours (47 days)</del>   |
| 10 years                           | <del>144</del> 76 hours                 | <del>456 hours (48 days)</del>   |
| 12 years                           | <del>152</del> 84 hours                 | <del>480 hours (49 days)</del>   |
| 14 years                           | <del>160</del> 92 hours                 | <del>504 hours (50 days)</del>   |
| 20 years                           | <del>180</del> 212 hours                | <del>564 hours (52.5 days)</del> |

For the purposes of this ~~s~~Section, years of continuous service shall mean an employee's length of continuous full-time service for the City since his/her/their last date of hire, less any adjustments due to layoff or approved leaves of absence greater than (30) days, unless otherwise required by law. ~~"seniority" as that term is set forth and defined in Article 7.1 [Definition of Seniority].~~

Vacation accrual changes will begin the first ~~full of the~~ pay period following ~~when~~ the employee's anniversary date ~~occurs~~.

### 142.2 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 up to that time. However, employees shall ~~start to~~ accumulate vacation upon credit as of their date of employment with the City.

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

### 142.3 Scheduling Vacations:

The times during a calendar year at which an employee may take his/her/their 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.

### 124.4 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 ~~the~~<sup>his</sup> 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.

#### **124.5 Holiday Falling During Vacation:**

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

#### **124.6 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 ~~must immediately notify their supervisor to shall~~ have the period of illness charged against sick leave and not against vacation leave.

#### **124.7 Vacation at TerminationCash Out:**

Any employee who ~~is laid off, resigns, retires, or is otherwise separated~~<sup>ed</sup> 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 p~~Payment for all unused vacation ~~hours~~ shall be ~~at calculated based upon the~~ employee's ~~base hourly rate at the time of separation. regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.~~

### **ARTICLE 135. LEAVE PROVISIONS**

#### **135.1 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.

#### **135.2 Bereavement Leave:**



In the event of a death in the immediate family member, up to five (5) days of paid bereavement leave will be allowed for personal matters relating to the death. Immediate family is defined as wife, husband, domestic partner, mother (in-law), father (in-law), sister (in-law), brother (in-law), son (in-law), daughter (in-law), grandparent (in-law), grandchild (in-law), stepchild, or stepparent. Special circumstances beyond this policy (such as other relatives residing within the employee's household) may be considered on a case-by-case basis and must be approved by the City Manager.

### **135.3 Perfect Attendance:**

Effective July 1, 2021, employees no longer accumulate perfect attendance hours and are not entitled to perfect attendance payouts during employment or at separation.

The City will cash out each employee's accumulated and unused perfect attendance hours in the first full pay period in December 2021. Each hour of accumulated perfect attendance will be cashed-out at the employee's base hourly rate as taxable wages.

See also option to cash out sick leave at separation and increase to employees' vacation accruals.

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.

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

Upon written request by an employee, the City Manager may grant an employee up to As much as thirty/sixty (360) days of special leave without pay may be granted an employee by the City Manager whenever he/she if the City Manager or designee considers determines such leave is 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 without pay to report to work promptly at ~~its~~he -expiration of the leave, or within reasonable time after notice to return to duty, shall be cause for discharge.

### **15.5 Family Medical Leave:**

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

### **135.6- Sick Leave**

Employees accrue sick leave at a rate of 3.69 hours per bi-weekly pay period in paid status. Use of sick leave use is governed by City Administrative Instruction HR-12, the current version of which is attached to this MOU as Appendix B. From time to time, and consistent with the City's bargaining obligations (if any), the City will update Administrative Instruction HR-12 to comply with new developments in the laws governing sick leave.

Accrued sick leave carries over from year to year. No accrual limit applies.

Unused sick leave may be converted to retirement service credit as permitted by the City's contract with CalPERS and applicable CalPERS laws and regulations.

### **15.7 Sick Leave Pay Out at Honorable Separation**

Upon honorable separation from the City (retirement, death, or resignation with no accompanying investigation or disciplinary matter), employees with five (5) or more years of continuous service with the City may elect to receive cash payment of their accumulated and unused sick leave hours, up to 100 hours. Each hour of cashed-out sick leave will be paid at the employee's base hourly rate at the time of separation.

Federal taxation law governs this section and the City may require employees to submit an irrevocable election form the calendar year prior to separation to take advantage of this benefit.

### **15.8 Administrative Leave**

The City provides eighty (80) hours of paid administrative leave per fiscal year to employees in the classifications of Senior Engineer and Senior Planner. The eighty (80) hours of administrative leave accrues the first full pay period of each fiscal year. Administrative leave does not carry over from year to year and administrative leave balances remaining in the last pay period of the fiscal year will be reduced to zero. The annual administrative leave amount will be prorated for employees who are hired or promoted into eligible classifications during a fiscal year.

Employees who separate from City employment shall be paid for each hour of their accumulated and unused administrative leave at their base hourly rate.

The City may remove reference to Senior Engineer and Senior Planner from City Administrative Leave Policy HR-05 Management Leave, last updated April 27, 2021.

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

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

**~~13.6.2 Terms of Sick Leave~~**

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

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

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

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

- ~~a) Foreseeable Sick Leave: If the need for sick leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. (Labor Code §§ 246(l); 246.5(a).)~~
- ~~b) Unforeseeable Sick Leave: If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. (Labor Code § 246(l).)~~
- ~~c) Sick Leave Use of More than One Day: If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.~~

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

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

- ~~a) Employees who request leave to care for a Family Member after using up 47.97 hours of accrued leave must provide written certification from the health care provider of the Family Member requiring care that contains all the following:~~

- ~~b) The date, if known, on which the health condition necessitating care commenced;~~
- ~~c) The probable duration of the health condition;~~
- ~~d) An estimate of the amount of time which the health care provider believes the employee needs to care for the family member; and~~
- ~~e) A statement that the health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the family member. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care.~~

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

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

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

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

~~**13.6.3.7 Sick Leave Reinstatement:** If an employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of 6 days or 48 hours, whichever is greater, will be reinstated. (Labor Code § 246(f)(2).) An employee~~

~~who worked at least 90 days in the initial employment with the City of Los Altos may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the City of Los Altos must work the remaining amount of the 90-day qualifying period to be able to use accrued sick leave. (Labor Code § 246(c).)~~

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

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

### ~~**13.7 Retirement**~~

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

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

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

| <del>Years of Service</del> | <del>Per Month of Perfect Attendance</del> |
|-----------------------------|--|
| <del>After 10</del>         | <del>\$15.29</del>                         |
| <del>After 15</del>         | <del>\$20.43</del>                         |
| <del>After 20</del>         | <del>\$27.09</del>                         |
| <del>After 25</del>         | <del>\$30.65</del>                         |
| <del>After 30</del>         | <del>\$35.77</del>                         |
| <del>After 35</del>         | <del>\$40.77</del>                         |

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

~~Violation of sick leave provisions will result in disciplinary action.~~

**ARTICLE 146. ~~WORKERS' COMPENSATION INSURANCE~~ BENEFIT PROGRAMS****146.1 Workers' Compensation Insurance / Industrial Temporary Disability:**

Any employee incurring an injury or disability in the course and scope of his/her/their employment shall be entitled to injury leave to the extent provided by the State Workers' Compensation and Insurance Act. Any employee on Workers' Compensation injury leave shall receive full salary for up to ninety (90) calendar days after the injury, provided medical documentation substantiates the disability. After 90 days, if the employee is still disabled he/she/they 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****156.12 Long Term Disability Insurance:**

To the extent that long-term disability (LTD) 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 with a post-tax deduction, which means the employee will pay for coverage out of their post-tax earnings. The current coverage provides for income protection up to sixty-six and two-thirds per cent (66 2/3%) of monthly salary up to \$10,000 maximum per month following a ninety (90) day elimination period, which begins on the date of illness or injury.

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

The City integrates leave balances with LTD benefits, starting with sick leave, upon employee request.

**156.23 Tuition Reimbursement Program:**

Tuition Reimbursement Program shall be consistent with the City's Education Reimbursement Program, as set forth in Administrative Instruction HR-11. ~~tuition reimbursement policy.~~

**165.34 Health and Medical Benefits:****156.34.1- Active Employees – PEMHCA Contribution:**

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

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

**~~165.34.2~~ \_\_\_\_\_ Section 125 Cafeteria Plan and Administrative Fees:**

The City will maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing members with access to various health benefits.

The City ~~pays~~will pay for the CalPERS health care administrative fees and the cafeteria plan administrative fees.

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

**~~156.34.3~~ \_\_\_\_\_ “Unequal Contribution” Method for CalPERS Annuitants:**

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

**~~165.43.4~~ \_\_\_\_\_ CalPERS Annuitants – PEMHCA Health Benefits:**

~~In accordance with the PEMHCA provisions, eligible retirees shall if a retired employee is a CalPERS Annuitant as defined in Subsection f above, the retired employee is eligible to receive the PEMHCA Minimum Contribution if they elect to continue health benefits with CalPERS, specified in Subsection g above.~~

**~~156.4.54~~ Additional Employee Contribution**

In addition to the PEMHCA Minimum Contribution, the City ~~shall~~will provide an additional contribution to ~~monthly supplemental allowance to all~~ eligible employees to

offset the cost of participation in City sponsored medical benefits available through an IRS Section 125 cafeteria plan (Additional Contribution). The Additional Contribution is based on the employee's medical insurance plan participation level.

The PEMHCA Minimum Contribution, when added to the Additional Contribution, will equal the City's total monthly contribution toward an employee's medical election (Total Contribution).

#### **16.4.6 Total Contribution**

The City's total contribution will increase each calendar year by 3% as follows:

The Total Contribution is as follows:

The City contributes up to \$2,527 per month toward employee medical:

Effective January 1, 2022, the City's maximum contribution will increase by:

Effective January 1, 2023, the City's maximum contribution will increase by:

Effective January 1, 2024, the City's maximum contribution will increase by:

2021    \$2,527

2022    \$2,603

2023    \$2,681

2024    \$2,761

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

Effective January 2018

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

2. ~~City will provide an additional 7.5% above the 2017 contribution towards medical premiums for the category of "employee plus one" coverage.~~



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

~~Effective January 2019~~

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

~~2. City will provide an additional 7.5% above the 2018 contribution towards medical premiums for the category of “employee plus one” coverage.~~

~~3. City will provide an additional 7.5% above the 2018 contribution towards medical premiums for the category of “family” coverage.~~

~~Effective January 2020~~

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

~~2. City will provide an additional 7.5% above the 2019 contribution towards medical premiums for the category of “employee plus one” coverage.~~

~~3. City will provide an additional 7.5% above the 2019 contribution towards medical premiums for the category of “family” coverage.~~

~~The City will be responsible for shall pay paying the CalPERS health care administrative fees and the cafeteria plan administrative fees.~~

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

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

#### **156.4.74.1 Employee Contributions for Benefit Options:**

~~-If an employee chooses optional Flexible Benefit Plan benefits whose aggregate cost exceeds the total City's total contributions to the Cafeteria Plan, the City will automatically deduct the excess amount on a pre-tax basis from the employee's bi-weekly payroll.~~

#### **16.4.8 Cash In Lieu of Medical Benefits**

##### **16.4.8.1 Employees Hired After October 1, 2013**

Employees who provide proof of alternative minimum essential coverage for themselves and their tax family shall receive \$350 per month, beginning the first full pay period after sufficient proof is provided.~~15.4.2 Benefit Option~~

and Monthly Stipend:

#### **16.4.8.2 Employees Hired On or Before October 1, 2013**

Employees who provide proof of alternative minimum essential coverage for themselves and their tax family shall receive \$1,096.59 per month, beginning the first full pay period after sufficient proof is provided.

Employees who elect a medical plan but do not use the entirety of their cafeteria plan allowance shall receive~~15.4.2.1 Cash Benefit Option: For Employees hired on or before October 1, 2013, if an employee chooses optional health benefit that does not cost as much as the maximum dollar amount they receive through the plan, the employees will be eligible to receive a monthly cash payment equal to the difference between the cafeteria plan allowance and the cost of their medical election minus the least expensive rate for the elected medical insurance tier for a single employee. The maximum amount of unused allowance shall be \$1096.59 per month employer contribution rate minus their health insurance cost (i.e. employee, employee +1, employee + family), which is subject to taxation as wages.~~

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

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

#### **156.5 Dental and Vision Reimbursement Plan**

The City's will maintain the maximum employee dental and vision reimbursement per fiscal year is one thousand and thirty nine dollars (\$1,939.00) at \$1,756 per employee and dependents at \$1,170 one thousand two hundred and ninety one dollars (\$1,291.00) per dependent per fiscal year. based-Based on City Council resolution Resolution 2008-45. The annual reimbursement maximum for employees and dependents will be adjusted annually using the September 12-month Consumer Price Index for the San Francisco Bay Area from the U.S. Department of Labor, Bureau of Labor Statistics (using the September index, not to exceed maximum 3%) and becomes effective January 1<sup>st</sup> of the following year.

The annual benefit is pooled such that the employee and their eligible dependent(s)' annual maximum benefit amounts are combined and the employee or the eligible dependent(s) may incur eligible expenses up to the pooled maximum annual benefit.

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

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

#### **156.6 Flexible ~~Benefits Plan~~ Spending Arrangements**

The City maintains a ~~Association is eligible to participate in the Section 125~~ Flexible Benefit Plan pursuant to Section 125 of the Internal Revenue Code to provide eligible active employees with access to various health and welfare benefits, including a Health Care Flexible Spending Arrangement and a Day Care Flexible Spending Arrangement. ~~offered by the City. The employee shall be responsible for paying any monthly maintenance fees.~~

#### **156.7 State of California Short Term Disability ~~Insurance~~ (~~/SDI~~):**

~~During the term of this MOU, the Administrative Services Department and the Association shall coordinate implementation of~~ Employees participate in the State of California Short Term Disability Insurance (SDI) Program. ~~by June 30, 2018.~~ The program shall be at the employee's cost.

The City integrates leave balances with SDI benefits, starting with sick leave, upon employee request.

#### **16.8 Medical Insurance While on LTD or SDI**

Employees receiving benefits under the City's LTD Insurance Plan or under the State Disability Insurance may continue their health benefits while still employed by the City by paying the full premium directly to CalPERS, unless otherwise required by law.

#### **16.9 Retiree Health Savings Plan**

The City will make available to all employees a retiree health savings plan (RHSP) administered by ICMA-RC. Effective January 1, 2022, the City will contribute to each employee's RHSP account an amount based on continuous years of service at the City as follows:

| <u>Years of Service</u> | <u>Pay Period Contribution</u> |
|-------------------------|--------------------------------|
| <u>0-5</u>              | <u>\$25.00</u>                 |
| <u>5-10</u>             | <u>\$35.00</u>                 |
| <u>10+</u>              | <u>\$45.00</u>                 |

For probationary employees, the City's contribution will vest upon successful completion of probation.

#### **16.10 Deferred Compensation Plan**

The City shall continue to make available deferred compensation plans for voluntary employee participation. If permitted by the plan(s), the City shall establish a brokerage link option for the plans no later than sixty (60) days after Association ratification and City Council approval of this MOU.

#### **16.11 Basic Life and AD&D Insurance**

The City provides Basic Life and Accidental Death and Dismemberment (AD&D) insurance to full time employees. Employees are enrolled on their date of hire. The current benefit is one and one half (1 ½) times the employee's Basic Annual Earnings, up to a \$150,000 annual maximum.

The City maintains the right to select or change carriers, and also to modify the life insurance plan as long as the level of benefits remains substantially the same. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations.

### **ARTICLE 176. RETIREMENT PLANS**

The City contracts with CalPERS to provide the following retirement benefits.

#### **176.1 2.7% at Age 55 Plan**~~PERS Retirement and Employee Contributions:~~

~~16.1.1 2.7% at Age 55 Retirement Plan:~~ For "Classic" employees hired on or ~~after the first full pay period in July 2003 or on or before June 30 2010~~before December 31, 2011, the City provides the CalPERS 2.7% at age fifty-five (55) retirement plan for miscellaneous employees. Each ~~E~~employee shall pay the full eight percent (8%) employee's contribution rate to maintain such benefits. Additional benefits currently provided include:

- a) Single highest year (California Government Code section 20042)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

#### **176.2 2.0% at Age 60 Plan**

~~16.1.2~~ 2.0% at Age 60 Retirement Plan: For "Classic" ~~E~~employees hired ~~on or after on or after January 1, 2012~~ July 1, 2010 or on or before December 31, 2012, the City provides the CalPERS 2.0% at age sixty (60) retirement plan for miscellaneous employees ~~with retirement formula of three years of highest compensation~~. Each employee shall pay the full seven percent (7%) employee's contribution rate of the PERS miscellaneous employee's contribution to maintain such benefits. Additional benefits currently provided include:

- a) Three year average final compensation (California Government Code section 20037)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- ~~a)e~~ Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

#### **167.3 2.0% at Age 62 Plan**

~~16.1.3~~ PEPRA 2.0% at Age 62 Retirement Plan: For "New Member" ~~E~~employees ~~hired on or after January 1, 2013~~, the City provides the CalPERS 2.0% at age sixty-two (62) retirement plan. New Member ~~E~~employees shall pay the retirement contributions as required by law, under provisions of the PEPRA retirement law and any subsequent amendments thereto which is currently fifty percent (50%) of the normal cost rate set forth in the annual CalPERS valuation report. Additional benefits currently provided include:

- a) Three year average final compensation (California Government Code section 20037)
- b) Credit for unused sick leave (California Government Code section 20965)
- c) 3rd Level 1959 Survivor Benefit (California Government Code section 21573)
- d) Military Service Credit (California Government Code sections 21024, 21027)
- e) Annual 2% COLA (California Government Code section 21329)

A comprehensive list of additional benefits is available by viewing the City's contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

As used here, the term “New Member” is defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

~~16.1.4 Benefits Currently Provided:~~

- ~~a) Single highest year compensation~~
- ~~b) Sick leave credit~~
- ~~c) 3rd Level 1959 Survivor~~

~~d) Military Service Credit~~

**ARTICLE 18. SAFETY**

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

**18.1 Health and Safety Provisions:**

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

**18.2 City Safety Committees:**

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

**18.3- Outstanding Safety Issues:**

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

**ARTICLE 19. GRIEVANCE PROCEDURE**

The Grievance Procedure is established to provide a consistent process for the fair and expeditious resolution of grievances.

**19.1 Purpose:**

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

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

**19.12 Definition of a Grievance, Scope and Right to File:**

A grievance is an allegation by one or more employees or the Association that there has been a misinterpretation, misapplication or violation of this MOU. However, Article 2 of this MOU (Discrimination) is not within the scope of the grievance procedure.

### **19.2 Time Limitations**

A grievance may be filed by an individual employee in the bargaining unit or by the Association on behalf of an employee. Should a decision not be rendered within the stipulated time limits set forth below, the grievant aggrieved employee may immediately appeal to the next step of this procedure. Should the grievant fail to appeal a decision within the time limits set forth below, the grievance will be considered resolved and the grievant will have waived all rights to appeal.

A grievance may be considered settled if the decision at any level is not appealed within the specified time limit. A summary of the grievance procedure and application time requirements is described below.

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

### **19.3 Grievant**

An employee, a group of employees, or the Association may file a grievance. If an employee(s) is the grievant, they must initiate their grievance at Step One. If the Association is the grievant, it must initiate the grievance at Step Two. The Association may represent an employee(s) grievant at Step Two or higher in the grievance process.

## **19.34 Steps in the Grievance Process**

### **1—Informal Grievance Procedure:**

#### **19.4.1 Step One (Immediate Supervisor)**

An employee(s) who alleges a violation of the MOU must present the grievance to their immediate supervisor. If the Association is the grievant, it must submit the grievance at Step Two. The grievance must be presented to the immediate supervisor ~~W~~within ten (10) calendar days of the occurrence giving rise to the grievance or the time within which the grievant knew or should have known of the occurrence.

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 will investigate the alleged grievance. The supervisor or manager shall provide a decision on the grievance respond to the employee within ten (10) calendar days from the date the employee presented the grievance. 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.

#### 19.4.2 Step Two (Department Head)2—Formal Grievance Procedure:

If the employee(s) is not satisfied with the decision on the Step One, the employee(s) or their representative must present the grievance to the Department Head~~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 response from the supervisor at Step One.

The Step Two grievance must in writing and must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified section(s) of the MOU has occurred; and (3) state the desired remedy to resolve the grievance. ~~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:~~

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

~~Gives the names of the employee representative.~~

If the Association is the grievant, the written grievance must be submitted within ten (10) calendar days of the date of the occurrence giving rise to the grievance or the time within which the Association knew or should have known of the occurrence.

- ~~i) —~~  
The Department Head or designee will investigate the alleged grievance. The investigation will include a meeting with the grievant. The Department Head or designee shall provide a written decision on the grievance to the grievant w~~Within ten (10) calendar days from the Step Two written grievance.~~  
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.

#### 19.4.3 Step Three (3—Personnel Review):

If the grievant is not satisfied with the decision on the Step Two grievance, the grievant of the Department Head or designee does not resolve the dispute to the satisfaction of the employee, the Association must present the grievance in writing has the right to submit and advance the grievance to the Human Resources Manager within ten (10) calendar days of the grievant's receipt of the



~~decision from the Department Head at Step Two. If the Association chooses to advance the grievance to the Human Resources Manager, the Association shall notify the Human Resources Manager in writing within thirty (30) calendar days of receipt of the Step 2 response.~~

The Step Three grievance must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified section(s) of the MOU has occurred; (3) provide as much narrative as possible as to why the employee is not satisfied with the decision on the Step Two grievance; and (4) state the desired remedy to resolve the grievance. The Step Three grievance must attach the written decision of the Department Head at Step Two. The Human Resources Manager or designee shall investigate the alleged grievance. The Human Resources Manager or designee shall provide a written decision on the grievance to the grievant within fifteen (15) calendar days from receipt of the Step Three written grievance.

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

#### **19.4.46 Step Four (Arbitration)4—Alternative Grievance Appeal Resolution.**

~~Any other dispute resolving mechanism may be substituted upon mutual agreement between the parties.~~

**19.7 Step 5—Appeal to Arbitration.** Should the grievance remain unresolved through the preceding steps, the Association ~~or the City~~ may request binding arbitration as the final step in the grievance process, by notifying the City Manager ~~other party~~ in writing of their intent to proceed to arbitration. Such notice shall be provided to the City Manager within fifteen (15) calendar days from the employee's receipt of the Human Resources Manager's decision at Step Three. ~~other party within ten (10) working days from the date of the decision rendered under Step 4, above, unless otherwise agreed to by the parties~~

**19.74.44.1 Selection of the Arbitrator:** Upon notice of intent to arbitrate, the Association and the City Manager or designee shall meet to select an arbitrator. If unable to mutually agree on the selection of an arbitrator, then a list of seven (7) available arbitrators shall be obtained from the State of California Mediation and Conciliation Services ~~or, if by mutual consent, from the American Arbitration Association.~~ Upon receipt of such list, the parties shall meet (in person, by phone or virtually) ~~by phone or in person~~ and if unable to mutually select an arbitrator from such list then a coin shall be flipped and the party correctly calling the coin flip shall strike a name from the list. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator.

**19.74.24.2 Decision of the Arbitrator:** The decision, opinion, and award of the arbitrator shall be final and binding upon all parties, subject to review only under the provisions of

California Code of Civil Procedure Section 1280 et seq., as amended. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this ~~MOU.emorandum of Understanding.~~

~~19.74.2.14.3~~ If the question of arbitrability ~~of an issue~~ is raised ~~by either the employee, the Association, or the City,~~ the arbitrator shall make his/her/their determination on arbitrability ~~such questions shall be determined in the first instance by the arbitrator who shall, upon request of any party, make his/her determination~~ prior to hearing the merits of the ~~grievance, unless the parties mutually agree otherwise.~~

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

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~~19.74.2.34.4~~ The City shall prepare in blank and deliver to the arbitrator subpoenas for issuance by him/her. The arbitrator may, in his/her their discretion, require a showing of good cause prior to the issuance of any subpoena.

~~19.74.4.2.45~~ The ~~affected employee~~ Association and the City agree to share equally all costs of the arbitrator and to be responsible for their own respective costs of making their presentation to the arbitrator.

~~19.74.42.56~~ If by mutual agreement or requirement of the arbitrator, services of a court reporter are utilized, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

## **19.5 Extension of Time Limits**

The Step One time limits set forth above may be extended with prior written approval from the City Manager. The remaining time limits set forth above may be extended by mutual agreement.

## **19.67.3- General Provisions:**

~~19.67.3.1-~~ Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts to conclude any matter as promptly as possible.

19.6.2 Nothing in these procedures shall be construed to prevent the parties from mutually agreeing to other alternative dispute procedures, such as voluntary mediation, at any point during the grievance procedure.

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

~~-~~

~~19.7.3.46.3—~~ Concurrent grievances ~~or appeals~~ alleging violation of the same provision and/or based on the same occurrence may be consolidated upon the agreement of the City and the Association, for the purpose of these procedures. Consolidated grievances or appeals shall ~~and~~ be determined in one proceeding.

~~19.7.43.5 While either the employee or the Association may initiate a grievance under the formal procedure (or they may join together in the procedure), once—Once a Step Two grievance has been submitted, the issue identified by the grievance has been presented, no other grievance concerning the issue, incident, or action upon which the grievance is based may be initiated.~~

~~-~~

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

## ARTICLE 20. APPEAL PROCEDURE FOR FINAL DISCIPLINARY ACTION

### **20.1—Formal Procedure:**

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

- ~~a. Within twenty [20] days after the filing of a written request for hearing, the City Council shall investigate the charges and may call on independent consultants as it considers necessary, and shall conduct a hearing.~~
- ~~b. The hearing before the City Council may be public or private at the option of the employee, and the employee may be represented by legal council or other representative.~~
- ~~c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose~~

- ~~of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.~~
- ~~d. The City Council shall within ten [10] days of the hearing render its decision in writing and the City Clerk shall direct copies thereof to the City Manager, the employee requesting said hearing, and the department head concerned.~~
- ~~e. The decision of the City Council may sustain, revoke, or modify the suspension, demotion, reduction in pay, or dismissal, and shall be final and conclusive in all respects and shall not be subject to appeal.~~
- ~~f. In the event the City Council revokes or modifies a suspension, demotion, reduction in pay, or dismissal and orders the employee reinstated to his former position, it shall direct the payment of salary to the employee for the period of the time that the City Council rescinds the action.~~

The following administrative appeal process shall apply to all appeals of final disciplinary actions. For purposes of this section “final disciplinary action” means disciplinary actions involving a loss of compensation, e.g. discharge, demotion, unpaid suspension, or reduction in salary.

## **20.1 Notice of Appeal**

Within seven (7) calendar days of receipt by an employee of Notice of Final Discipline, the employee shall notify the City Manager in writing of the employee’s intent to appeal the final disciplinary action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

## **20.2 Hearing Officer**

Upon receipt of the employee’s Notice of Appeal, the parties will select a neutral Hearing Officer who will hear the employee’s appeal and provide a written advisory decision to the City Manager. The Hearing Officer shall conduct the formal hearing in accordance with the procedures set forth herein.

The parties may mutually agree upon a Hearing Officer, or the parties will jointly select a Hearing Officer from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Service (SCMCS). If the parties cannot reach mutual agreement regarding an arbitrator to serve as Hearing Officer, they shall strike names from the SCMCS list. The parties shall flip a coin to determine who strikes first. If the Association is representing the employee in the appeal, the

Hearing Officer's fee and expenses shall be borne equally by the parties. Otherwise, the City will pay the Hearing Officer's fee and expenses.

### **20.3 Burden of Proof**

The City shall bear the burden of proof at the hearing. The City must prove the facts which form the basis for the charge(s) by a preponderance of the evidence. The City must also prove that the punitive action was reasonable in consideration of the gravity of the offense and any history of prior discipline.

### **20.4 Conduct of Hearing**

20.4.1 The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The Hearing Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

20.4.2 Each side will be permitted an opening statement. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witnesses and evidence in defense.

20.4.3 Witnesses shall testify under oath. The oath may be administered by the Hearing Officer.

20.4.4 Each side will be allowed to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her.

20.4.5 The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.

20.4.6 The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.

20.4.7 Following the presentation of evidence, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

### **20.5 Representation**

The employee may be represented by an Association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation, and any other costs the employee incurs in association with the appeal hearing, shall be borne by the employee. The City/Department shall also be entitled to representation at all stages of the proceedings.

## **20.6 Recommended Decision**

The Hearing Officer shall prepare and issue a Recommended Decision in writing within thirty (30) calendar days of the submission of the case by the parties for decision. The Hearing Officer's written Recommended Decision shall set forth whether the charge(s) are sustained, and shall contain findings regarding the facts which form the basis for the charge(s), and a determination on the reasonableness of the penalty in consideration of the gravity of the offense and any history of prior discipline.

The Hearing Officer shall serve the Recommended Decision on the parties.

## **20.7 Final Decision**

The Hearing Officer's Recommended Decision is advisory to the City Council. After the City receives the Recommended Decision, the City Council will consider the Recommended Decision and will thereafter sustain, modify or revoke the disciplinary action.

The City shall serve the City Council's Final Decision on the employee as well as his/her/their attorney or representative, and shall advise the employee that the time within which judicial review of the decision may be sought is governed by California Code of Civil Procedure section 1094.5.

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

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

## **ARTICLE 22. CONTRACTING OUT**

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

- a) Follow the layoff procedure stated in Article 6;
- b) Pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor

- c) Consider attrition or other similar alternatives if practical or feasible, however, the City does not guarantee employment.

## ARTICLE 23. MISCELLANEOUS

### **~~23.1~~ Meal Breaks:**

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

### **~~23.2~~ Rest Periods:**

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

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

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

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

### **23.42 Americans with Disabilities Act:**

The City reserves the right to take all necessary actions to comply with the Americans with Disabilities Act and other State and Federal laws protecting disabled employees, including determining the need for defining and making available reasonable accommodations to disabled employees who are otherwise qualified to perform the essential job functions of their position. The City agrees to meet and confer with the Association to discuss any actions which impact wages, hours and other terms and conditions of employment of any member of this bargaining unit.

### **23.53 Personnel Regulations:**

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

### **23.64 Probationary Appointments:**

The probationary period for all newly hired employees to the City or newly-promoted employees shall be twelve (12) months.



All newly hired employees to the City may be dismissed during the probationary period at any time without right of appeal.

An employee rejected ~~edion~~ during ~~promotional 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 the employee is dismissed for cause.

The probationary period may be extended by the City Manager, upon recommendation of the department head, for not more than six (6) months.

### **23.75- Outside Employment:**

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

~~Effective July 1, 2017, employee~~ Employees 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 ~~an~~ that employee's outside employer bids or is awarded a contract with the City ~~of Los Altos~~, the employee shall notify the Department Head within five (5) working days ~~so for~~ the Department ~~to may~~ review the appropriateness of continued employment to ensure transparency and avoidance of conflict.

## **ARTICLE 24. AUTHORIZED AGENTS**

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

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

Human Resources Manager or designee. City of Los Altos  
1 North San Antonio Road  
Los Altos, CA 94022  
(650) 948-1491

~~The Association's Los Altos Municipal Employee Association~~ principal authorized agent shall be the Association President ~~or duly authorized representative.~~ The Association shall update Human Resources upon the selection of a new Association President as soon as possible.

## **ARTICLE 25. PROVISIONS OF THE LAWSSAVINGS CLAUSE**



This ~~Memorandum of Understanding~~MOU 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~~MOU shall not invalidate the remaining portions hereof, and the remaining portions shall remain in full force and effect, insofar as such remaining portions shall remain in full force and effect, insofar as such remaining portions are severable. Parties shall meet and confer to the extent required to address the impacts Federal or State laws have upon matters within the scope of employment.

## ARTICLE 26. TERM

The term of this MOU is July 1, 2021 through June 30, 2024. This ~~Memorandum of Understanding~~MOU 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. This MOU shall become effective after Association ratification and subsequent City Council approval. ~~in full force and effect on July 1, 2017 (date City Council approves successor MOU), unless otherwise noted, and shall continue in full force until midnight June 30, 2020.~~

## FOR THE LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION

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

\_\_\_\_\_  
Sean Gallegos, Association President \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
~~Chris Costanzo~~Bridget Matheson, Association Vice President, Association Representative \_\_\_\_\_ Date \_\_\_\_\_

## FOR THE CITY OF LOS ALTOS

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

Phil StanhopeJon Maginot, ~~Acting Human Resources Manager~~ Deputy City Manager

Date

Phil StanhopeLisa S. Charbonneau, ~~Acting Human Resources Manager~~ Chief Negotiator

Date

Sharif Etman, Administrative Services Director

Chris Jordan, City Manager

**APPENDIX A****SALARY SCHEDULE: First pay period in July 2017—June 30, 2018**

| <b>LAMEA—Salary Schedule FY 17/18</b>             | <b>Biweekly<br/>FY 17/18</b> |               |               |               |               |
|---|------------------------------|---------------|---------------|---------------|---------------|
| <b><u>Legislative &amp; Executive</u></b>         | <b>Step A</b>                | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
| Public Information Coordinator                    | \$3,293                      | \$3,458       | \$3,630       | \$3,812       | \$4,003       |
| Economic Development Coordinator                  | \$3,293                      | \$3,457       | \$3,630       | \$3,812       | \$4,003       |
| <b><u>Administrative Services</u></b>             | <b>Step A</b>                | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
| Management Analyst II                             | \$3,525                      | \$3,701       | \$3,886       | \$4,080       | \$4,284       |
| Management Analyst I                              | \$3,204                      | \$3,364       | \$3,533       | \$3,709       | \$3,895       |
| Accounting Technician II                          | \$2,673                      | \$2,807       | \$2,947       | \$3,094       | \$3,249       |
| Accounting Technician I                           | \$2,321                      | \$2,437       | \$2,559       | \$2,687       | \$2,821       |
| Accounting Office Assistant I                     | \$2,041                      | \$2,143       | \$2,250       | \$2,363       | \$2,481       |
| Information Technology Analyst                    | \$3,740                      | \$3,927       | \$4,123       | \$4,330       | \$4,546       |
| Information Technology Technician                 | \$2,840                      | \$2,982       | \$3,131       | \$3,287       | \$3,452       |
| <b><u>Police Services</u></b>                     | <b>Step A</b>                | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
| Executive Assistant                               | \$2,523                      | \$2,649       | \$2,781       | \$2,920       | \$3,067       |
| Lead Records Specialist                           | \$2,354                      | \$2,472       | \$2,596       | \$2,725       | \$2,862       |
| Records Specialist                                | \$2,138                      | \$2,244       | \$2,356       | \$2,474       | \$2,597       |
| <b><u>Public Works—Engineering</u></b>            | <b>Step A</b>                | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
| Associate Civil Engineer                          | \$3,841                      | \$4,033       | \$4,235       | \$4,446       | \$4,669       |
| Assistant Civil Engineer                          | \$3,396                      | \$3,565       | \$3,744       | \$3,931       | \$4,127       |
| Construction Inspector                            | \$2,939                      | \$3,086       | \$3,241       | \$3,403       | \$3,573       |
| Engineering Technician                            | \$2,939                      | \$3,086       | \$3,241       | \$3,403       | \$3,573       |
| Executive Assistant                               | \$2,523                      | \$2,649       | \$2,781       | \$2,920       | \$3,067       |
| <b><u>Public Works—Maintenance</u></b>            | <b>Step A</b>                | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
| Maintenance Supervisor                            | \$3,293                      | \$3,458       | \$3,631       | \$3,813       | \$4,003       |
| Executive Assistant                               | \$2,523                      | \$2,649       | \$2,781       | \$2,920       | \$3,067       |
| <b><u>Community Development</u></b>               | <b>Step A</b>                | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
| Senior Building Inspector                         | \$3,578                      | \$3,757       | \$3,945       | \$4,143       | \$4,349       |
| Building Inspector                                | \$3,237                      | \$3,399       | \$3,569       | \$3,748       | \$3,936       |
| Assistant Planner                                 | \$3,284                      | \$3,448       | \$3,620       | \$3,801       | \$3,990       |
| Permit Technician                                 | \$2,601                      | \$2,731       | \$2,868       | \$3,011       | \$3,161       |
| Executive Assistant                               | \$2,523                      | \$2,649       | \$2,781       | \$2,920       | \$3,067       |
| <b><u>Recreation &amp; Community Services</u></b> | <b>Step A</b>                | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
| Senior Recreation Supervisor                      | \$3,359                      | \$3,526       | \$3,703       | \$3,888       | \$4,082       |

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

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

**~~To be determined—Will range between 3.00% and 4.00%~~**

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

**~~To be determined—Will range between 2.50% and 4.00%~~**