

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LOS ALTOS

AND

SANITARY TRUCK DRIVERS AND HELPERS

UNION LOCAL 350

July 1, 2022 – June 30, 2027

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MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LOS ALTOS

AND

SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350

July 1, 2022 – June 30, 2027

PREAMBLE

This Memorandum of Understanding is entered into by the City of Los Altos (hereinafter referred to as the City) and by SANITARY TRUCK DRIVERS AND HELPERS TEAMSTERS UNION LOCAL 350 (hereinafter referred to as the UNION) as a result of meeting and conferring in good faith regarding matters related to wages, hours and/or other items and conditions of employment between the employees represented by the Union and the City pursuant and subject to Sections 3500-3510 of the Government Code of the State of California. Employee, for the purposes of this Memorandum of Understanding shall mean an employee appointed to a classification within the Teamsters unit.

This Agreement is to set out those items on which the City and Union have reached Agreement, so that these items will not have to be renegotiated during the term of the contract. The term of this Agreement is from July 1, 2022 to June 30, 2027, having been ratified by the Teamsters on XX/XX/2022 approved and accepted by the City Council on XX/XX/2022.

Either party can re-open a portion or portions of this contract, as defined below, for negotiations through a limited re-opener for the sole purpose of discussing and considering three items of this contract in the fiscal year 2025-2026. and three items of this contract in fiscal year 2026-2027. During the initial three-year term, the contract may also be reopened through mutual consent of the union and the City Manager.

An “item” for the purpose of the said limited re-opener shall be limited to single term/condition or benefit, e.g. Class B License Pay; and shall not mean an entire article of the Memorandum of Understanding, e.g. Article 9.5 – Licenses and Certificates. A request to re-open contract negotiations for this limited purpose must be issued in writing the dates listed below by the requesting party. The written request must be submitted between the following dates:

- March 31, 2024 and May 15, 2024 for the fiscal year 2025-2026 reopening
- March 31, 2025 and May 15, 2025 for the fiscal year 2026-2027reopening

Upon receipt of such timely written request, the parties agree to meet and confer in good faith; however, the Union understands and agrees that no right to any additional benefit, including but not limited to, cost of living or health and welfare benefit increase, is conferred by this Agreement or any limited re-opener negotiations.

ARTICLE 1. RECOGNITION

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

ARTICLE 2. NO DISCRIMINATION

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

ARTICLE 3. SECURITY PROVISIONS

3.1 Dues Deduction

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

- (a) Payroll deductions shall be for an amount set by the Union, and shall not include fines. The Union may change the fixed uniform dollar amount by giving the City thirty (30) days notice of any such change. Dues deductions shall be made upon notice from the Union of an employee's desire for dues deduction.
- (b) Authorization, cancellation or modification of payroll deduction shall be made upon written request and confirmation in writing from the Union. The City shall direct unit members to the Union if they so request to cancel or change dues deductions. Dues deductions may be revoked only by certification from the Union pursuant to the terms of the unit member's written authorization. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until written notice to cancel or modify the deduction is received by the City from the Union. Unit members may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such unit members are assigned.
- (c) Amounts deducted and withheld by the City shall be transmitted to the Union, at the address specified.

- (d) When an employee is in a non-pay status for an entire pay period (currently two weeks), no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding no deduction shall be made. In this connection, all required deductions have priority over the Union dues deduction.
- (e) The Union shall refund to the City an amount paid to it in error upon presentation of supporting evidence.
- (f) The Union shall indemnify defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. The Union's indemnity and liability obligation is more fully set forth as follows:
 - 1. The Union shall defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, the Union shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the City or its officers and employees because of any application of this Article shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Union shall not diminish the Union's defense and indemnification obligations under this Agreement.
 - 2. The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the Union of such action, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action and fully cooperate with the Union in providing all necessary employee witnesses and assistance necessary for such defense.
 - 3. The Union, upon its compromise or settlement of such action or matter shall timely pay the parties to such action all such sums due under such settlement or compromise. The Union, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.
- (g) It is specifically agreed that any dispute between the City and the Union concerning the amount of the uniform dues deduction and/or the responsibilities of the Union with respect to these matters shall be resolved in

accordance with the grievance procedures set forth in this MOU. The Union hereby expressly waives any right to file an unfair labor practice charge with the Public Employment Relations Board regarding any dispute between the City and the Union arising under this Article 3.

ARTICLE 4. UNION RIGHTS

4.1 Meet and Confer

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

4.2 New Employee Notification

When an employee is hired in any of the covered job classifications, the City shall notify the employee that the Union is the exclusive recognized bargaining representative for that classification in said unit and shall inform the employee of his/her right to join and participate in activities of the Union.

- (a) The City will provide a written statement to each new employee hired into a classification in the bargaining unit represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The City will provide the employee with a packet of information that has been supplied by the Union and a membership application form.
- (b) The City will notify the union, in writing, no less than ten (10) business days in advance of any new employee orientation (same as first day of work at the City) who joins the bargaining unit whether by hire, transfer or otherwise specified. Email notification to the Union will suffice. The ten (10) business day advance notice for new employee orientation may be shortened only when there is an urgent need critical to the employer's operations that was not reasonably foreseeable (e.g. the employee's first day of work in the bargaining unit position is less than ten (10) business days after the hiring decision) in which case the City shall provide as much advanced notice as practicable and must provide the Union the rationale for the exception in writing.
- (c) The new employee orientation notice provided to the Union 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 Union, or a vendor that is contracted to provide a service for purposes of orientation.
- (d) The City shall allow two (2) bargaining unit representatives designated by the Union 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 Union portion of the orientation.

- (e) Bargaining unit members attending orientation as the Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. On the rare occasion that the bargaining unit representatives are not available to attend a new employee orientation, the Union will provide the names of two alternative unit members who they wish to be released at least forty-eight (48) hours in advance to Human Resources Manager or designee.

4.3 Unit Member Contact Information

The City will provide the Union or designee, by email, an excel spreadsheet listing the names and contact information (listed below) of any newly hired employee within thirty (30) days of the date of hire or by the first pay period of the month following the employee joining the bargaining unit, whichever is sooner. The City will also provide cellular phone numbers and personal email addresses if on file with the City.

The contact information the City will provide is as follows:

- (a) Employee name
- (b) Job title
- (c) Department
- (d) Work location
- (e) Work phone number
- (f) Home phone number
- (g) Home address

The City will provide the same information to the Union in the same format for all employees in the classifications covered by the MOU every one hundred and twenty (120) calendar days, which will be established as every September, January and May. Contact information updates provided to the City since the last Employee Data Sheet was sent will be reflected in the next scheduled update.

4.4 City Agreement Not to Disclose Personal Contact Information

The City agrees that personal contact information of unit members (e.g. home address, personal phone number, personal email address) is private information not to be disclosed except in the manner authorized by law to any third party other than the Union. The City further agrees to give the Union reasonably immediate notice of any such requests from a third party prior to releasing such information to the requesting party.

Upon written request of any employee, the City shall not disclose an employee's home address, home telephone number, personal cellular telephone number, personal email address or birth date to the Union.

4.5 City Communications to Unit Members Concerning Union Rights

If the City chooses to disseminate a communication to unit members or applicants to be unit members concerning public employees' rights to join or support an employee organization, or to refrain from joining or supporting an employee organization, the City shall meet and confer with the Union concerning the content of the communication before dissemination.

If the City and the Union cannot reach agreement and the City elects to proceed with its proposed mass communication, the City must also distribute, at the City's expense and in the same format and manner of delivery as utilized for the City's communication, a communication of reasonable length provided by the Union.

The City will remain neutral in all communications to unit members about whether to join or support the Union and will not discourage or deter Union membership or support.

4.6 Bulletin Board

The City shall provide the Union with a dedicated bulletin board at a location in the MSC hallway to be agreed upon by both Parties. The board shall be used for the following subjects:

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

The bulletin board shall not contain any derogatory, defamatory, or inflammatory statements concerning the City or City personnel, nor any material that would impair City operations. Prior to posting of any material on the designated bulletin board, the Union shall provide one (1) copy of the material to the Department Head or designee.

4.7 Access To Union Representatives

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

Representative of the Union shall be granted reasonable access to employee work locations/sites to investigate matters relating to employer-employee relations, unless such access to given work locations/sites would constitute a safety hazard or would interfere with the operations of the City. Access to work locations/sites shall be regulated by the City so as not to constitute a safety hazard or to interfere with operations of the City. Representatives of the Union shall not enter a work

location/site without advance notification to the Assistant to the City Manager/Personnel Director or his/her duly authorized representative.

4.8 Steward

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

The Union shall notify the City in writing of the name of the steward. Stewards shall conduct their representation activities on their own time and on the employee's own time, unless prior approval has been received from the appropriate supervisor, or manager in order to leave the job site. Time off without loss of compensation shall be allowed for management approved meetings.

4.9 Meeting Places

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

ARTICLE 5. MANAGEMENT RIGHTS

5.1 Rights Retained

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

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

5.2 Impact on Bargaining Unit

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

ARTICLE 6. LAYOFF AND RECALL

6.1 Definition of Layoff

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

6.2 Reason for Layoff

The City in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. Although not limited to the following, layoffs shall ordinarily be for lack of work, material change in duties or organization, and/or lack of funds.

6.3 Notification of Layoff

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

6.4 Order of Layoff

If it is determined that layoffs are necessary, the City will not keep temporary employees in classifications otherwise represented by this unit performing bargaining unit work. If necessary, bargaining unit members will be laid off in the following order:

- (a) Probationary employees;
- (b) In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority, as defined in this section;
- (c) In the event of a tie in seniority, as defined in this section, employees will be laid off from the affected classifications in accordance with their ability to perform the remaining work available without further training, to be determined by the Department Head.

6.5 Seniority

For purposes of this section, Seniority means an employee's length of continuous full-time service for the City since his / her last date of hire, less any approved leaves of absence greater than thirty (30) days, unless otherwise required by law.

6.6 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.

6.7 Reemployment Rights

Employees who are laid off and whose last performance review was satisfactory or better shall be placed on a recall list for a period of one (1) year. An employee's name will remain on the list for one (1) year, or until he/she is offered an equal or comparable position in the laid off class, whichever comes first. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided he/she is presently qualified to perform the work in the job classification to which he/she is recalled without further training.

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

- (a) Employees, who accepted demotions in lieu of layoff, will be granted the same reemployment right as laid off employees.
- (b) Employees on reemployment lists shall have the right to apply for promotional positions.
- (c) Employees on reemployment lists eligible for recall shall be given written notice of recall. The notice may be hand-delivered or sent by certified mail or registered mail with a copy to the Union, provided that the employee must notify the City of his/her intention to return within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the City with his/her latest mailing address.

6.8 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 at upon separation.

ARTICLE 7. PAY RATES AND PRACTICES

7.1 Salaries

Effective the pay period that included July 1 of each fiscal year that this agreement covers, represented classifications base salary will be adjusted as follows:

- 1. 7/1/22 5% across all classification.
- 2. 7/1/23 CPI then Market Adjustments (Minimum of 3%, Maximum of 3.5%)
- 3. 7/1/24 CPI then Market Adjustments (Minimum of 3%, Maximum of 3.5%)
- 4. 7/1/25 Market Range Adjustments (salary adjustment applied to classification)
- 5. 7/1/26 Market Range Adjustments (salary adjustment applied to classification)

The percentage increase above of 3% to 3.5 percent for the 7/1/23, 7/1/24 adjustments shall be referred to hereinafter as "minimum/maximum". The percentage increases above shall be based on the wage rate then in effect. For example, if the Index for 2023 as described below is 2.5 %, the wage increase applied to the July 1, 2023, classification schedule shall be of 3.0 %, plus the market rate adjustment increase

described below for the applicable years. CPI adjustment shall be based on April 12-month Consumer Price Index for the San Francisco Bay Area set by the U.S. Bureau of Labor Statistics for the respective year.

Market Adjustment

Market adjustment shall be determined by taking the 50th percentile of the maximum annual pay rate of the peer cities equivalent classification. This calculated annual pay rate amount will be a % above or below the current maximum annual pay rate for the City of Los Altos' represented classification. If the City of Los Altos represented classification is below market, the classification will be adjusted by the calculated percentage necessary to bring the pay rate to the 50th percent of the market.

Market Range Adjustment

Similar to the above "Market Adjustment", except the percentage increase necessary to bring the pay rate to the 50th percent of the market shall not be automatically adjusted for the incumbent in the represented classification effective the pay period that includes July 1. Instead, the range for the classification shall be increased based on the 50th percentile of the maximum annual pay rate of the peer cities equivalent classification. The incumbent of the represented classification shall be eligible for a step increase based on merit, up to the new maximum for the classification, on their annual review date.

Peer Cities

The peer cities used for the determination of market adjustments shall be based on likeness to the City of Los Altos using the following factors (Population, number of Full-Time Equivalent positions, agency expenditures, expenditures per capita, and geographic proximity). On each comparable factory, a rank of 1 or 0.5 shall be assigned (1 being like, 0 being unlike). The top 6 peer cities shall be used for market adjustments. If a peer city lacks a comparable classification, the next peer city with a comparable classification will be used.

Effective March 1, 2023, and every MOU year thereafter, the Union shall be provided with the list of the Peer Cities included in the comparable survey. List shall include the "likeness factors" described above.

Salaries for all represented classifications for year 2022-2023 are listed in Appendix A.

7.2 Step Increases

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

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

The B (second) Step is an incentive adjustment to encourage an employee to improve his/her work. An employee shall be eligible for consideration of a merit increase to the B (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 B (second) Step should be released.

The C (third) 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 the B (second) Step.

A merit increase to the C (third) Step shall be granted only upon recommendation of the department head and approval of the City Manager or designee.

The D (fourth) Step should be granted only after the employee has served a minimum of one (1) year at the C (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 E (fifth) 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 D (fourth) Step and upon recommendation of the department head and the approval of the City Manager or designee.

The E (fifth) Step shall be considered maximum pay for competent performance of all the duties accruing to the individual position by an experienced and qualified employee.

7.3 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.

The flexibly staffed Association positions are as follows:

- Maintenance Worker I/II
- Equipment Mechanic I/II

1. Flexibly Staffed Promotion Criteria for Maintenance Worker I/II

To be eligible for promotion from a MWI to a MWII, regardless of openings in the classification, the incumbent MWI must have:

1. Passed probation
2. Worked for the City for two continuous years in the MWI classification with satisfactory annual performance evaluations
3. Obtains a Class B California Driver's License**

4. Obtain at least one of the following:

- Qualified Applicator Certification
- CWEA Grade 1
- Maintenance Superintendents Association - Public Works Technician

Employees who previously received a flexibly staffed promotion to MWII who received a “OSHA Electrical Certification” will have 12 months to complete the coursework required to obtain a Maintenance Superintends Association – Public Works Technician Certificate. Thereafter will be required to complete at least one Maintenance Superintendents Association Class per year.

Employees who satisfy the criteria will be promoted upon recommendation of the Department Head.

**Substitution from obtaining a Commercial Driver’s License requirement may be possible, however criteria for a suitable substitution, are at the discretion of the Department Head, or City Manager dependent of the Employee’s classification and customary job duties.

2. **Flexibly Staffed Promotion Criteria for Equipment Mechanic I/II**

To be eligible for promotion from a Equipment Mechanic I to a Equipment Mechanic II, regardless of openings in the classification, the incumbent Equipment Mechanic I must have:

1. Passed probation
2. Worked for the City for two continuous years in the Equipment Mechanic I classification with satisfactory annual performance evaluations
3. Obtain at least four of the following:
 - ASCE – Engine Repair
 - ASCE Automatic Transmission/Transaxle
 - ASCE – Manual Drive Train & Axles
 - ASCE Suspension & Steering
 - ASCE Brakes
 - ASCE Electrical/Electronic Systems
 - ASCE Heating & Air Conditioning
 - ASCE – Engine Performance
 - ASCE Light Vehicle Diesel Engines

Employees who satisfy the criteria will be promoted upon recommendation of the Department Head.

3. **Flexibly Staffed Promotion Probationary Period**

Employees who move from a lower classification into a higher classification within a flexibly staffed classification 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 Human Resources 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. After completion of probation, an employee must maintain the certification that served as the prerequisite to moving to the MWII classification and must satisfy all other requirements of the MWII classification.

4. **Flexibly Staffed Promotion Pay Rate**

Employees who move from a lower classification into a higher classification within a flexibly staffed classification will be placed at Step A of the higher classification or the step immediately above their current step, whichever is greater.

5. **Flexibly Staffed Promotion Effective Date**

Flexibly staffed promotions shall begin on the first full pay period after the employee has submitted documentation to the department head or designee that shows the requisite criteria has been attained. Each employee is singularly responsible for submitting all documentation to qualify for a Flexibly Staffed Promotion

7.4 **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.

7.5 **Promotion**

“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.

ARTICLE 8. HOURS OF WORK, OVERTIME, STANDBY/CALL-OUT PAY

8.1 **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 temporarily 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). The City will notify the Union prior to implementing any

permanent work schedule change no less than thirty (30) calendar days prior to the proposed change. Nothing herein shall prohibit the City from adjusting an employee's work hours or days. Work schedules shall not be unjustly changed.

8.2 Ten Hours of Rest

Consecutive Shifts / Ten Hour Rest Period: An employee who works their entire shift or longer will receive no less than ten (10) hours of time off before returning to duty or other required work assignments (required on-call emergency response, training, etc.). In no event shall an employee be required to work more than sixteen (16) consecutive hours. In the event the ten (10) hour rest period between shifts includes time that the employee would normally be scheduled to work, the Employee may use any compensated time off available (vacation, floating holiday, comp time or non-compensated time off) to cover for said period. However, an employee will return to work to complete his/her normal shift if there is any time remaining on his/her shift after the ten (10) hour rest period is completed. These provisions do not apply to special events or voluntary training. The ten (10) hour rest period requirement can be waived if mutually agreed to by the employee and the employee's supervisor. Exceptions to the above are:

a. Unforeseen emergency situations such as; natural disasters or other extraordinary events. Backfilling for sick calls or common staffing issues do not constitute an emergency for the purposes of this section. b. It is understood that special work assignments can be exempt from these provisions and will occasionally require employees assigned to those assignments to work beyond sixteen (16) hours or to require employees to return to duty prior to the ten (10) hour rest period. However, when practical, the Supervisor of the employee will make every effort to comply with the provisions above.

Employees should notify their supervisors as soon as practical to ensure that proper staffing is maintained.

8.3 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).

8.4 Alternative Work Schedule Options

6. 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.

7. **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.

8. **Defined 9/80 Work Schedule**

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

8.5 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.
- (f) Integration with holidays and paid leave:
 - 1. When a holiday falls on an employee's regularly scheduled ten (10) hour work day, the employee shall receive ten (10) hours of paid holiday. When a holiday falls on an employee's regularly scheduled nine (9) hour work day, the employee shall receive nine (9) hours of paid holiday. When a holiday falls on an employee's regularly scheduled eight (8) hours work day, the employee shall receive eight (8) hours of paid holiday.
 - 2. When an observed holiday falls on an employee's regularly scheduled day off, the employee will observe the holiday the preceding/following day and receive holiday pay in accordance with their regularly scheduled shift for that day.
 - 3. If the Thursday before the scenario in section (f)2 above is also a holiday, the employee shall observe the holiday the preceding/following day and receive holiday pay 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).

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.

4. Holiday Premium Pay: Holiday compensation during Thanksgiving, Christmas, and New Year's Day shall be compensated at two (2) times the employee's straight time rate for a maximum of three (3) hours.

8.6 Meal Breaks

Employees scheduled to work eight (8) hour shifts shall be entitled to a thirty minute unpaid meal period per shift. Employees scheduled to work nine (9) or ten (10) hour shifts shall be entitled to either a thirty (30) minute or one (1) hour unpaid meal period per shift, subject to supervisor approval. Whenever possible, the meal period shall be scheduled at the middle of each shift.

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.

8.7 Rest Periods

All employees shall be granted a rest period limited to fifteen (15) minutes during each four (4) hours of work. Rest periods not taken shall be waived. The morning rest period shall be granted near the middle of each four hour-shift whenever this is feasible. The afternoon rest period may be combined with the thirty (30) minute meal break.

8.8 Overtime

Any time worked beyond the employee's regularly scheduled work hours is considered overtime. Paid time off due to sick leave, holidays, vacation or other paid leave is included as "time worked" for overtime purposes.

Employees working overtime shall be paid at one and one-half (1 ½) times their hourly straight time rate. Employees must receive prior authorization to work overtime.

Employees required to work on Thanksgiving, Christmas, and New Year's Day will be paid the holiday hours for their regularly scheduled shift, the first three (3) hours of mandatory overtime at two (2) times their hourly straight time rate, and any additional time at one and one half (1 ½) times their hourly straight time rate.

8.81 Compensatory Time Off

In lieu of overtime pay in cash, an employee may request to accrue compensatory time off, which will accrue at the rate of one and one-half (1 ½) times each overtime hour worked, subject to a maximum accrual of one hundred and forty (140) hours. The Department Head or designee has sole discretion to grant the request for comp time.

The last week of July the city will notify employees of their ability to voluntarily cash out all or a portion of their compensatory time off balances effective the first full pay period in August.

Effective the last pay period in November, all accrued compensatory time hours above one hundred (100) hours will be cashed out and payment of cashed out hours will be made on the first pay period in December. Compensatory time payment shall be in a separate check.

An employee wishing to use his / her accrued compensatory time off shall provide his / her Department Head with reasonable notice of such request. Reasonable notice is defined as at least ten calendar days. 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 compensatory time off without reasonable notice may still be granted within the discretion of the Department Head or designee responsible for considering the request.

8.9 Clean-Up Time

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

8.10 Standby Pay, Call-Out Pay

- (a) **Standby Compensation:** The City will pay five dollars and forty two cents (\$5.42) per standby hour, not to exceed one hundred and thirty dollars (\$130) for each twenty-four (24) hours on standby.
- (b) **Minimum Call-Out Pay:** Call back compensation shall be a minimum of three (3) hours at time and a half (1 ½) the employee's straight time rate.
- (c) **Call Out Pay (Between 9 PM – 5 AM):** Call backs between the hours of 9:00 p.m. and 5:00 a.m. will be compensated at a minimum of six (6) hours at time and a half (1 ½) the employee's straight time rate.
- ~~(d) **Holiday Call Out Pay:** Call back compensation during Thanksgiving, Christmas, and New Year's Day shall be compensated at two (2) times the employee's straight time rate for a maximum of three (3) hours. Moved to 8.5(f) 5.~~

8.11 Weekend Work Program (WWP)

Employees assigned to the WWP shall be compensated at time and a half (1 ½) the employee's straight time rate.

ARTICLE 9. UNIFORMS, BOOTS, TOOLS, LICENSES, CERTIFICATIONS

9.1 Uniforms

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

- (a) Five (5) brown Carhartt type work pants, five (5) button down long sleeve or short sleeve shirts, five (5) t-shirts, per year;
- (b) A monthly cleaning allowance of thirty (\$30.00) dollars; and
- (c) One (1) winter jacket, one (1) hooded sweat shirt, one (1) baseball type cap and one (1) sun hat, to be replaced on an as needed basis.

9.2 Safety Boot Allowance

The City shall provide each employee with two (2) new pairs of safety boots / shoes per fiscal year, up to a maximum total cost to the City of four hundred and fifty dollars (\$450) per fiscal year per employee. All authorized safety boots/shoes will be steel toed and consistent with the typical duties and needs of the employee. Employees are required to wear these safety boots/shoes when performing their City duties.

Employees may use the remaining balance of the safety boot allowance to purchase insoles, laces, reconditioning of leather or to complete repairs made to the safety boot (Resole/recorking/welting/stitching, etc.).

If, prior to the annual purchase of new safety boots / shoes, an employee's safety boots / shoes become unusable due to wear or damage at work, the employee must present the boots/ shoes to the Department Head who will authorize and approve a replacement pair, cost to the City not to exceed \$200 per pair.

9.3 Safety/Rain Boot

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

9.4 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.

9.5 Licenses and Certificates

The Department Director or designee shall determine which positions are eligible to receive Licenses and Certification Pay, as well as total number of certifications for operations.

(a) Class B License Pay

The City will pay for the required medical exams to obtain and maintain a Class B commercial driver's license. Effective the first full pay period following

Union ratification and City Council approval of this MOU, employees who hold and maintain a Class B license will receive a stipend of fifty dollars (\$50) per pay period.

To the extent permitted by law, Class B License Pay will be reported to CalPERS as special compensation per Title 2 of the California Code of Regulations, sections 571 and 571.1.

(b) **QAC / CWEA Pay**

Effective the first full pay period following Union ratification and City Council approval of this MOU, employees are eligible to receive QAC / CWEA Grade Pay as follows:

1. Employees who have met their most recent performance evaluation expectations and have voluntarily obtained their Qualified Applicator Certificate (QAC) or their California Water Environment Association (CWEA) Grade 1 certification will receive twenty-five (\$25) dollars per pay period;
2. Employees who have met their most recent performance evaluation expectations and have voluntarily obtained their CWEA Grade 2 certification will receive thirty (\$30) dollars per pay period;
3. Employees who have met their most recent performance evaluation expectations and have voluntarily obtained their CWEA Grade 3 certification will receive sixty (\$60) dollars per pay period;
4. Employees who have met their most recent performance evaluation expectations and have voluntarily obtained their CWEA Grade 4 certification will receive ninety (\$90) dollars per pay period.

Employees may not stack CWEA Grade Pay. Employees may receive QAC Pay and CWEA Pay for Grade 2 or above at the same time, but may not receive multiple forms of CWEA Pay at one time, i.e. CWEA Pay is not cumulative. For example, an employee who has obtained her QAC and a CWEA Grade 1 will be entitled to \$25 per pay period. If that same employee obtains a CWEA Grade 2, he/she will be entitled to \$55 per pay period. However, if the employee initially obtained a CWEA Grade 1 with no QAC, then obtains a CWEA Grade 2, she will only be entitled to \$30 per pay period for the CWEA Grade 2.

The Parties agree that QAC / CWEA Pay is not special compensation per Title 2 of the California Code of Regulations, sections 571 and 571.1. If CalPERS determines otherwise, the Parties agree QAC / CWEA Pay will be discontinued as of the next full pay period after such determination.

(c) **Backflow Assembly Prevention Tester Pay**

Effective the first full pay period following Union ratification and City Council approval of this MOU, employees are eligible to receive Backflow Assembly Prevention Tester Certification Pay (BAPT Pay) as follows:

1. Employees who voluntarily obtain their backflow assembly prevention tester certificate may submit their name to the Department Head to be placed on a list for BAPT Pay;
2. Based on Department needs, and with preapproval from the Department Director, BAPT Certification Pay list who have met their most recent performance evaluation expectations and maintain a valid BAPT certification will be recommended by the Department Head or designee to receive BAPT Pay;
3. Employee(s) selected to receive BAPT Pay will receive seventy-five dollars (\$75) per pay period;
3. Employee(s) receiving BAPT Pay will be required to take assignments requiring application of their certification for the term of their backflow tester certification.

The Parties agree that BAPT Pay is not special compensation per Title 2 of the California Code of Regulations, sections 571 and 571.1. If CalPERS determines otherwise, the Parties agree BAPT Pay will be discontinued as of the next full pay period after such determination

(d) **Playground Safety Inspector Pay**

Effective the first full pay period following Union ratification and City Council approval of this MOU, employees are eligible to receive Playground Safety Inspector Certification Pay (PSI Pay) as follows:

1. Employees who voluntarily obtain their playground safety inspector certificate may submit their name to the Department Head to be placed on a list for the PSI Pay;
2. Based on Department needs, and with preapproval from the Department Director, PSI Pay list who have met their most recent performance evaluation expectations and maintain a valid PSI certification will be chosen by the Department Head or designee to receive PSI Pay;
3. Employee(s) selected to receive PSI Pay will receive fifty dollars (\$50) per pay period;
4. Employee(s) receiving PSI Pay will be required to take assignments requiring application of their certification for the term of their certification.

The Parties agree that PSI Pay is not special compensation per Title 2 of the California Code of Regulations, sections 571 and 571.1. If CalPERS determines otherwise, the Parties agree PSI Pay will be discontinued as of the next full pay period after such determination

(e) **Bilingual Premium Pay**

The City shall pay fifteen dollars (\$15) 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 or designee has determined is necessary for the effective or efficient operation of the City (Intermediate passing score). The Department Head or designee maintains 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).

(f) **A.S.E. Mechanic Certification Pay**

Effective the first full pay period following Union ratification and City Council approval of this MOU, employees are eligible to receive A.S.E. Mechanic Certification Pay.

1. Employees will be required to receive department head approval prior to enrolling in authorized A.S.E Mechanic Certification courses.
2. Employees who obtain approval and receive the authorized A.S.E Mechanic Certification will be placed on a list for A.S.E Mechanic Pay.
3. Based on operational needs, and with preapproval from the Department Director, A.S.E Mechanic Pay list who have met their most recent performance evaluation expectations and maintain a valid A.S.E certification will be recommended by the Department Head or designee to receive A.S.E Mechanic Pay.
4. Employees who have met their most recent performance evaluation expectations, obtained pre-approval and have obtained their A.S.E certification will receive twenty (\$25) dollars per pay period for the following:
 - a. Brakes
 - b. Wheels and Tires
 - c. Electrical
 - d. Exhaust

(g.) **Public Works Certification Pay**

Effective the first full pay period following Union ratification and City Council approval of this MOU, employees are eligible to receive Public Works Certification Pay.

1. Employees will be required to receive department head approval prior to enrolling in authorized Public Works Certification courses.
2. Employees who obtain approval to take the Public Works Certification courses will be placed on a list for Public Works Certification Pay.
3. Based on operational needs, and with preapproval from the Department Director, Public Works Certification Pay list who have met their most recent performance evaluation expectations and maintain a valid Public Works certification will be recommended by the Department Head or designee to receive Public Works Certification Pay. The pay is as follows:
 - a. Twenty-five (\$25) dollars per pay period for the completion of two.
 - b. Fifty (\$50) dollars per pay period for the completion of four.
 - c. One-hundred (\$100) dollars for the completion of six.

(h). Trade Certification Pay

Effective the first full pay period following Union ratification and City Council approval of this MOU, employees are eligible to receive Trade Certification Pay.

1. Employees will be required to receive department head approval prior to enrolling in authorized Trade Certification course.
2. Employees who obtain approval and receive the authorized Trade Certification will be placed on a list for Trade Certification Pay.
3. Based on operational needs, and with preapproval from the Department Director, Trade Certification Pay list who have met their most recent performance evaluation expectations and maintain a valid Trade certification will be recommended by the Department Head or designee to receive Trade Certification Pay.
4. Employees who have met their most recent performance evaluation expectations, obtained pre-approval and have obtained their Trade certification will receive twenty (\$25) dollars per pay period for the following:
 - a. Electrical
 - b. Plumbing
 - c. HVAC
 - d. Chemical Handling

4. Effective Date

License and Certification Pay shall begin on the first full pay period after the employee has submitted documentation to the department head or designee that shows the requisite criteria has been attained. Each employee is singularly responsible for submitting all documentation to qualify for a Flexibly Staffed Promotion

ARTICLE 10. HOLIDAYS

10.1 Scheduled Holidays

Eligible employees will receive the following paid holidays per year:

New Year's Day
Martin Luther King Day
President's Day
Cesar Chavez Day*
Memorial Day
Juneteenth Day*
Independence Day
Labor Day
Indigenous Peoples' Day*
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

The City will be observe as Holiday Closure* on the working days which fall between the Christmas Day holiday and New Year's Day holiday will be observed paid holiday pay.

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

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

10.2 Floating Holiday

Unit members may elect to convert up to four observed holidays to a floating holiday. The observed holidays identified above with an asterisk (*) are the only ones that an employee can elect to work and converted to a floating holiday.

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

ARTICLE 11. VACATIONS

11.1 Vacation Accrual

Annual paid vacations shall be required for the good of the service. Full-time employees (probationary and non-probationary) shall be entitled to accrue vacation time in accordance with the following schedule:

Months of Continuous Service	Annual Accrual	Vacation Maximum Accrual
0-47 Months	112 hours	336 hours
48-59 Months	152 hours	456 hours
60-83 Months	160 hours	480 hours
84-107 Months	168 hours	504 hours

108-131 Months	176 hours	528 hours
132-155 Months	184 hours	552 hours
156-227 Months	192 hours	576 hours
228+ Months	212 hours	636 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 last date of hire, less any adjustments due to layoff or approved leaves of absence greater than thirty (30) days, unless otherwise required by law.

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

11.2 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.

11.3 Scheduling Vacations

The times during a calendar year at which an employee may take his/her vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. An employee shall be required to take at least one (1) calendar week of earned vacation leave at one time, unless otherwise authorized by his/her department head.

11.4 Maximum Vacation Accumulation

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.

11.5 Holiday Falling During Vacation

In the event a holiday as defined in Article 10.1 falls during an employee’s vacation, the employee shall not be charged a vacation day for the holiday.

11.6 Illness During Vacation

If an employee becomes ill while on vacation and wishes to use sick leave instead of approved vacation leave, the employee must immediately notify his / her supervisor. The City reserves the right to request a certification from a physician or other health provider.

11.7 Vacation Cash-Out

Any employee who is laid off, resigns, retires, or is otherwise separated from the service of the City, shall receive vacation pay for all accrued vacation upon their

separation from employment with the City. Payment for all unused vacation hours shall be at the employee's straight time rate at the time of cash-out. In extraordinary circumstances, the City Manager has discretion to permit employees to cash-out vacation leave prior to separation. Approval for vacation cash-out prior to separation must be made in writing to the City Manager. The City Manager's decision is not subject to the grievance procedure.

ARTICLE 12. LEAVE PROVISIONS

12.1 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.

12.2 Bereavement Leave

In the event of a death in the immediate family of a full-time regular employee, up to five (5) working days, with a maximum of forty-four (44) hours, of bereavement leave will be allowed for personal matters relating to the death. Immediate family is defined as wife, husband, mother (in-law), father (in-law), sister (in-law), brother (in-law), son (in-law), daughter (in-law), 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.

12.3 Leave of Absence Without Pay

The City Manager or designee may grant an employee special leave of absence without pay for up to one (1) year whenever he / she considers such leave to be in the best interest of the City.

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

12.4 Family Medical Leave

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

ARTICLE 13. WORKERS' COMPENSATION INSURANCE

13.1 Industrial Temporary Disability

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

ARTICLE 14. BENEFIT PROGRAMS

14.1 Long Term Disability Insurance

To the extent that long-term disability programs continue to be available, the City will continue to provide the kinds and types of coverage currently offered. The Employee shall pay the full premium for this insurance. The current coverage provides for income protection up to sixty-six and two-thirds per cent (66 2/3%) of monthly salary following a sixty (60) day elimination period, which begins on the date of illness or injury.

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

14.2 Tuition Reimbursement Program

The Tuition Reimbursement Program available to unit members is the City's Education Reimbursement Program, as set forth in Administrative Instruction HR-11.

Employees that receive benefits from any other form of Career Incentive Program (CIP), such as an Education Longevity Program (ELP), is not entitled to tuition reimbursement.

14.3 Departmental Training Program

The Department Head may grant permission for employees to attend professional conferences and meetings, or to participate in other forms of activity or training that are in the interest of the City.

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

Reimbursement of expenses incurred in connection with such training shall be made in accordance with the City's Travel Policy.

14.4 Health Insurance

The City contracts with CalPERS to provide medical insurance benefits to eligible employees and their dependents, as well as eligible retirees.

- a) Active Employees – The City's monthly contribution for each eligible active employee shall be the minimum employer contribution required under PEMHCA, as may be adjusted by CalPERS from year to year.
- b) Eligible Retirees – The City has implemented the unequal employer contribution method for the City's contribution to medical benefits for eligible City retirees pursuant to Government Code section 22892. Under this method, the City's contribution for each eligible retiree will increase annually by no less than 5% of the monthly employer contribution for employees, until the employer contribution for retirees equals the employer contribution paid for active employees.
- c) The current required employee contribution will remain the minimum contribution allowed by law, unless the provision governing the contribution is changed, in which case the City retains the option to discontinue the program.
- d) Active Employee Additional Health Contribution Effective January 2019

The City will pay up to \$768.25 per month for employee only coverage, up to \$1,968.00 per month for employee plus one coverage, and up to \$2,350.00 per month for employee plus family coverage.
- e) Active Employee Additional Health Contribution Effective January 2020

The City will pay the full cost of monthly plan premiums at the tier at which the employee participates (employee, employee plus one, family), not to exceed the Kaiser Bay Area monthly plan premium rates.

If the employee elects medical coverage at rates higher than Kaiser Bay Area, the employee will pay the difference between the Kaiser Bay Area rate at the tier at which the employee participates and the cost of the corresponding more expensive program, through payroll deduction.
- f) The City's contribution toward medical insurance set forth in 15.4(a) above will be deducted from the amount of contribution provided by this section 15.4(d)-(e).

- g) The City will be responsible for paying the CalPERS health care administrative fees.
- h) The City will continue the practice of paying the January premium in December at the increased rate.
- i) The City will continue to have the right to select or change medical plans or providers, and also to modify the medical plans so long as the level of benefits shall remain substantially the same.

14.5 Cash In Lieu

Upon providing proof of alternative minimum essential medical coverage for the employee and the employee's tax family, employees may choose to opt-out of the City's medical coverage and be provided with a cash payment of three hundred and fifty dollars (\$350) per month. Employees must provide proof of alternative minimum essential coverage each plan year, during open enrollment.

14.6 Flexible Benefits Plan

The City agrees to maintain a Flexible Benefits 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. The City will continue to pay any administrative fees associated with the Section 125 Plan.

14.7 Dental and Vision

The City's maximum employee dental / vision reimbursement is one thousand nine hundred and ninety-seven dollars (\$1,997) per employee and one thousand three hundred and thirty dollars (\$1,330) per dependent per calendar year, based on City Council resolution 2008-45. The annual reimbursement maximum for employees and dependents will be adjusted annually using the 12-month Consumer Price Index, San Francisco Area, set by the U.S. Department of Labor Bureau of Statistics for the month of September, not to exceed 3%, and becomes effective January 1 of the following year.

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

Effective January 1, 2020, the plan shall permit employees and/or their dependents to use up to the maximum yearly reimbursement amount for dental or vision care for the employee and/or his or her dependents, as long as such care is not otherwise covered by the employee's or his or her dependents' medical insurance.

14.8 State of California Short Term Disability/SDI

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

14.9 Quality of Life Wellness Employee Reimbursement Program

Effective the first full pay period immediately following the ratification of this successor MOU, the City shall implement a Quality-of-Life Employee Reimbursement Plan that may be used towards reimbursement for the following allowable categories:

- Mental/Emotional Wellness
- Health/Physical Wellness
- Financial/Retirement Wellness

Employees may be reimbursed up to \$1,300 per calendar year (\$50 per pay period) for the qualifying wellness activities outlined in detail within the City policy.

14.10 Retiree Health Savings Plan

The City will make available to all unit employees a retiree health savings plan administered by ICMA-RC. Effective January 1, 2020, the City will contribute to each employee's RHSP account, depending on years of service at the City, as follows:

Twenty-five dollars (\$25) per pay period for 0 – 5 years of City service; or

Thirty-five dollars (\$35) per pay period for 5-10 years of City service; or

Forty-five dollars (\$45) per pay period for 10+ years of City service.

ARTICLE 15. RETIREMENT

15.1 PERS Retirement and Employee Contributions

a) 2.7% at 55 Retirement Plan

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

Single highest year compensation
Sick leave credit
3rd Level 1959 Survivor
Military Service Credit

b) 2.0% at 60 Retirement Plan

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

c) **PEPRA 2.0% at 62 Retirement Plan**

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

15.2 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.

ARTICLE 16. PHYSICAL EXAMINATIONS

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

ARTICLE 17. SAFETY

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

17.1 Health and Safety Provisions

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

17.2 City Safety Committees

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

17.3 Outstanding Safety Issues

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

ARTICLE 18. GRIEVANCE PROCEDURE

18.1 Purpose

The following procedure is intended to be the exclusive remedy for resolving grievances, as defined below, and replaces the Grievance and Appeals procedure in the City of Los Altos' Personnel Regulations.

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

18.2 Definition, Scope and Right to File

A grievance may be filed by an individual employee, or by the Union on behalf of an employee who is otherwise eligible to file a grievance.

Should a decision not be rendered within the stipulated time limit, the aggrieved employee may immediately appeal to the next step of this procedure. A grievance may be considered settled if the decision at any level is not appealed within the specified time limit. A summary of the grievance procedure and application time requirements is attached as Appendix B.

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

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

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

- The determination of the contents of job classifications;
- The determination of procedures and standards of selection for employment or promotions;
- Items which require a capital expenditure;
- Item subject to the Meet and Confer process as defined in the California Government Code;
- All City rights specified in this Agreement and in the City's Employer-Employee Relations Resolution;

- The release of an employee during his/her original probation period;
- Performance evaluations resulting in the non-award of a scheduled step increase.

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

18.3 Step 1 – Informal Grievance Procedure

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

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

18.4 Step 2 – Formal Grievance Procedure

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

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

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

18.5 Step 3 – Personnel Review

If the decision of the Department Head or designee does not resolve the dispute to the satisfaction of the employee, the employee or his or her representative may request a review by the Administrative Services Director or other designee by the City Manager. The request of the meeting shall be made in writing within ten (10) calendar days of receipt of the decision of the Department Head or designee.

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

18.6 Step 4 – Appeals Board

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

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

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

Hearing:

- (a) At the date and time and place specified, the Appeals Board shall conduct a hearing on the appeal filed
- (b) Unless incapacitated, the appellant shall personally appear before the Appeals Board at the time and place of the hearing and shall not be excused from answering questions and supplying information except upon claim of constitutional privilege.
- (c) Upon conclusion of the hearing, the Appeals Board shall certify its findings and recommendations within fifteen (15) calendar days to the City Manager with copies to the Administrative Services Director or designee, appropriate department head and appropriate department head and appellant.
- (d) In the event of absence, illness or disability of a majority of the Appeals Board, the time limitation shall not be used to invalidate the appeal procedure or deprive any employee the right to a hearing. Rather, the hearing shall be continued by the Administrative Services Director or designee from time to time until a majority of the Appeals Board is present.

18.7 City Manager Review

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

ARTICLE 19. WORK STOPPAGE AND LOCKOUTS

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

ARTICLE 20. CONTRACTING OUT

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

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

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

ARTICLE 21. MISCELLANEOUS

21.1 Use of City Facilities for Private Purposes

Employees shall be entitled to rent City facilities for private use by the employee at the rate of twenty-four dollars (\$24) up to two non-consecutive days per calendar year. Should the employee wish to rent City facilities additional days within the same calendar year, the employee may do so at the non-profit resident rate. If no non-profit resident rate is listed, the employee may rent the facility at the resident rate.

21.2 Americans with Disabilities Act

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

21.3 Personnel Regulations

It is understood that during the term of this MOU the City will be reviewing and updating, where needed, the Personnel Regulations of the City. The City shall meet and confer with the Union on revisions, which are within the scope of representation.

21.4 Probationary Appointments

The probationary period for all newly hired employees to the City shall be six (6) months. All newly hired employees to the City may be dismissed during the probationary period at any time without right of appeal.

An employee rejected during the probationary period from a position to which the employee has been promoted ("promotional probation") shall be reinstated to the position from which employee was promoted, unless the employee is dismissed for cause.

The promotional probationary period shall be six (6) months. The probationary (original or promotional) period may be extended by the City Manager, upon recommendation of the department head, for not more than six (6) months, not to exceed twelve (12) months total.

21.5 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

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

ARTICLE 22. AUTHORIZED AGENTS

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

The City's principal authorized agent shall be:

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

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

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

ARTICLE 23. 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 24. TERM

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 and shall become in full force and effect on July XX, 2022 (date City Council approves successor MOU), unless otherwise noted, and shall continue in full force until midnight June 30, 2027.

The Union shall provide the City with its written proposals on terms within the scope of representation for the period beginning July 1, 2027 no later than March 15, 2027.

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

City of Los Altos

DATE: _____

DATE: _____

John Bouchard, Union President

Irene Silipin
Human Resources Manager

Juan Coca
Union Business Representative

Matthew Estrella,
Union Representative

Gabriel EngelandCity Manager

Lee Tinoco
Union Representative

APPENDIX A

Full-Time Equivalent Salary Schedule Teamsters Local 350

City of Los Altos - Full Time Salary Schedule FY 22/23
Resolution 2022-31

Teamsters Classifications	FLSA Status	Biweekly					Monthly					Annual				
		Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Senior Maintenance Technician	Non-Exempt	\$3,416.73	\$3,587.56	\$3,766.94	\$3,955.29	\$4,153.05	\$7,402.91	\$7,773.05	\$8,161.71	\$8,569.79	\$8,998.28	\$88,834.01	\$93,276.65	\$97,940.48	\$102,837.51	\$107,979.38
Equipment Mechanic	Non-Exempt	\$3,106.12	\$3,261.42	\$3,424.49	\$3,595.72	\$3,775.50	\$6,729.92	\$7,066.41	\$7,419.73	\$7,790.72	\$8,180.26	\$80,759.01	\$84,796.96	\$89,036.80	\$93,488.64	\$98,163.08
Maintenance Leadworker	Non-Exempt	\$3,106.12	\$3,261.42	\$3,424.49	\$3,595.72	\$3,775.50	\$6,729.92	\$7,066.41	\$7,419.73	\$7,790.72	\$8,180.26	\$80,759.01	\$84,796.96	\$89,036.80	\$93,488.64	\$98,163.08
Maintenance Technician	Non-Exempt	\$3,106.12	\$3,261.42	\$3,424.49	\$3,595.72	\$3,775.50	\$6,729.92	\$7,066.41	\$7,419.73	\$7,790.72	\$8,180.26	\$80,759.01	\$84,796.96	\$89,036.80	\$93,488.64	\$98,163.08
Maintenance Worker II	Non-Exempt	\$2,818.12	\$2,959.02	\$3,106.97	\$3,262.32	\$3,425.44	\$6,105.92	\$6,411.21	\$6,731.77	\$7,068.36	\$7,421.78	\$73,271.01	\$76,934.56	\$80,781.28	\$84,820.35	\$89,061.37
Maintenance Worker I	Non-Exempt	\$2,492.03	\$2,616.63	\$2,747.47	\$2,884.84	\$3,029.08	\$5,399.40	\$5,669.37	\$5,952.84	\$6,250.49	\$6,563.01	\$64,792.86	\$68,032.50	\$71,434.12	\$75,005.83	\$78,756.12

APPENDIX B

Step 1 – Informal Grievance

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

Step 2 – Formal Grievance

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

Step 3 – Personnel Review

EMPLOYEE/UNION TO FILE WITH ADMINISTRATIVE SERVICES DIRECTOR	10 DAYS
ADMINISTRATIVE SERVICES DIRECTOR RESPONSE TO EMPLOYEE/UNION	10 DAYS

Step 4 - Appeals Board

EMPLOYEE/UNION TO FILE FORMAL APPEAL WITH THE ADMINISTRATIVE SERVICES DIRECTOR	10 DAYS
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Appointment of Appeals Board Members

CITY MANAGER AND EMPLOYEE	10 DAYS
APPEALS HEARING	25 DAYS

Appeals Board Recommendation to City Manager

WITHIN 15 DAYS AFTER APPEAL HEARING

City Manager Issues Final Written Decision

WITHIN 15 DAYS FOLLOWING RECEIPT OF APPEALS BOARD RECOMMENDATION.