



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

SIDE LETTER AGREEMENT #1

October 6, 2022

Alyssa Yeargin, President
Los Altos Municipal Employees Association
P.O. Box 684
Los Altos, California 94023

Dear Ms. Yeargin,


Pursuant to the provisions of the Meyers-Millias-Brown Act (“MMBA”), this Side Letter Agreement (“Agreement”) is entered into by and between the City of Los Altos (City) and the Los Altos Municipal Employees Association (LAMEA) as an amendment to the Memorandum of Understanding (“MOU”) effective July 1, 2021 through June 30, 2024.

LAMEA and the City are collectively referred to herein as the “Parties” It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment shall remain in full force and effect.

The Parties have met and conferred in good faith on September 23, 2022 and October 5, 2022 concerning the terms and conditions of this Side Letter Agreement and its implementation and agree that the following language will replace the Cover Page, Preamble, Article 26. Term, Article 8. Base Salary, and Article 13 Holidays in its entirety and add Section 16.12 Quality of Life / Wellness Employee Reimbursement Program after Association ratification and subsequent Council approval of this Side Letter Agreement.

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

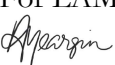
For the City:


[Gabriel Engeland \(Oct 6, 2022 16:36 PDT\)](#)

Gabriel Engeland
City Manager

Oct 6, 2022

Date

For LAMEA:


LAMEA Representative

Oct 6, 2022

Date

ATTACHMENT 2



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LOS ALTOS

AND

LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION

JULY 1, 2021 - JUNE 30, 2026

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the City of Los Altos (CITY) and the LOS ALTOS MUNICIPAL EMPLOYEE ASSOCIATION (ASSOCIATION). This MOU constitutes the results of discussions between the City Representatives and Association representatives on all matters within the scope of representation. The term of this MOU shall be from July 1, 2021 through June 30, 2026.

ARTICLE 26. TERM

The term of this MOU is July 1, 2021 through June 30, 2026. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This MOU shall become effective after Association ratification and subsequent City Council approval.

ARTICLE 16.12 . QUALITY OF LIFE / WELLNESS EMPLOYEE REIMBURSEMENT PROGRAM

Effective the beginning of the first full pay period immediately following the ratification of this Side Letter Agreement by City Council, 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.

ARTICLE 8. BASE SALARY

8.1 Salary Increases

- 8.1.3** Effective the pay period that includes July 1, 2023, whichever is later, base salary (defined as base pay only) for all classifications shall be increased five percent (5%).
- 8.1.4** Effective the pay period that includes July 1, 2024, base salary for all classifications shall be increased by the April 2024 year-over-year Consumer Price Index (CPI) for the San Francisco Bay Area, from the U.S. Department of Labor Bureau of Labor Statistics (DOL BLS) (minimum of 3%, maximum of 4%).
- 8.1.4** Effective the pay period that includes July 1, 2025, market adjustments will be applied to classification salary range.

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.

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 during the term of this MOU are listed in Appendix A.

8.2 Salary Survey

The City will complete a market salary survey for successor MOU negotiations. No later than September 2025, the City and the Association will meet to discuss appropriate comparator agencies to include in the market salary survey. The survey will evaluate total compensation and the City will endeavor to survey all classifications represented by the Association. The City will target sharing the completed market salary survey with the Association in March 2026.

ARTICLE 13. HOLIDAYS

13.1 Salary Increases

OBSERVED HOLIDAYS: As outlined in the City of Los Altos Personnel Rules and Regulations, the City-observed holidays include, but not limited to the following:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Cesar Chavez Day	March 31
Presidents Day	Third Monday in February
Juneteenth Day	June 19
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	October 10
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

The City will be observe a Holiday Closure on the working days which fall between the Christmas Day holiday and New Year's Day holiday.

Holidays that fall on Saturday will be observed the prior Friday. Holidays that fall on Sunday will be observed the following Monday.

2022 - LAMEA Side Letter Agreement - Contract Extension, Salary, Holiday, and Wellness Benefit - revised V3


Final Audit Report


2022-10-06


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