

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SOUTH LAKE TAHOE
AND THE
ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES
ASSOCIATION

OCTOBER 1, 2014
THROUGH
SEPTEMBER 30, 2017

TABLE OF CONTENTS/ADMINISTRATIVE & CONFIDENTIAL
October 1, 2014 through September 30, 2017

Article	Section	Title	Page
1		GENERAL PROVISIONS	
	1.1	Preamble	1
	1.2	Recognition	1
	1.3	Management Rights	1
	1.4	Association Representation/Communication	1
	1.5	Past Practices	2
	1.6	Concerted Activities	3
	1.7	Modifications and Waivers	3
	1.8	Savings Provision	3
	1.9	Revisions to the City Personnel Rules	3
	1.10	Duration	3
2		PAY RATES AND PRACTICES	
	2.1	Work Hours	4
	2.2	Overtime	4
	2.3	Call-Back Assignments	5
	2.4	Night Shift Differential	5
	2.5	Snow Removal In Lieu Pay	5
	2.6	Acting	6
	2.7	Salaries	6
	2.8	Longevity Pay	7
	2.9	One Time MOU Signing Incentive	7
	2.10	Bilingual Pay	8
	2.11	Management/Supervisor/Professional Incentive Pay	8
	2.12	Deferred Compensation	9
	2.13	Deferred Compensation – City Matching	9
3		PAID LEAVES	
	3.1	Holidays	10
	3.2	Vacation	10
	3.3	Sick Leave	13
	3.4	Donation of Sick Leave	14
	3.5	Scheduling of Vacation and Comp Time Off	14
	3.6	Drivers License Renewals	14
	3.7	Bereavement Leave	15
4		BENEFITS	
	4.1	Insurance Benefits	16
	4.2	Health and Welfare	16
	4.3	Retiree Medical and Transitional Retiree Plan	18
	4.4	Retirement Benefits	22
	4.5	Health Care Cost Containment	22
	4.6	No Nicotine Use Policy	22
	4.7	Employee Assistance Program	22
	4.8	Employee Wellness and Physicals	25
	4.9	Mileage Allowance and Reimbursement	25
	4.10	Uniforms	25
	4.11	Employee Training	26

<u>Article</u>	<u>Section</u>	<u>Title</u>	<u>Page</u>
5		DISCIPLINARY APPEALS PROCEDURE	
	5.1	Application	27
	5.2	Definition	27
	5.3	Representation/No Reprisal	27
	5.4	Time Limits	27
	5.5	Pre-Action Procedure	28
	5.6	Post Action Appeal	28
6		GRIEVANCES	
	6.1	Application	31
	6.2	Definition	31
	6.3	Representation/No Reprisal	31
	6.4	Time Limits	31
	6.5	Procedures	32
7		LAYOFFS	
	7.1	Definitions	36
	7.2	Order of Layoffs	37
	7.3	Layoff List Computation	37
	7.4	Layoff Process	38
	7.5	Displacement in Lieu of Layoff	39
	7.6	Re-Employment Rights	40
	7.7	Severance Pay	41
8		REOPENER	
	8.1	Reopener on Layoff Procedures	43
		Appendix A – Classifications	44
		Appendix B - Classification Series	45
		Appendix C – Salary table as of 10-1-14	47

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SOUTH LAKE TAHOE
AND THE
ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES' ASSOCIATION

Article 1. GENERAL PROVISIONS

Section 1.1. - PREAMBLE

This Memorandum of Understanding is entered into by the City of South Lake Tahoe (hereinafter referred to as the City) and the South Lake Tahoe City Administrative and Confidential Employees' Association, (herein referred to as the Association) after having met and conferred in good faith regarding wages, hours, and terms and conditions of employment of those employees in the representation unit identified in Appendix A. It is the intent of the parties to set forth herein their entire agreement resulting from such discussions.

Upon ratification by the City Council and the Association membership, this Memorandum of Understanding is binding under Government Code sections 3500-3510 (the Meyers-Milias-Brown Act) for the period commencing October 1, 2014, and ending September 30, 2017. This provision is based on the spirit of Interest Based Negotiations and will be administered under the principles of IBN.

Section 1.2- RECOGNITION

The City recognizes the South Lake Tahoe City Administrative and Confidential Employees Association, as the exclusive bargaining agent for the purposes of establishing wages, hours and terms and conditions of employment, for all permanent status employees in the current classifications shown on Appendix A.

Section 1.3 - MANAGEMENT RIGHTS

The Association acknowledges the City's rights and responsibilities as delineated in the current Section 17-4 of the City Personnel Rules and all applicable state and municipal laws; except both parties acknowledge the responsibility to meet and confer on any impact such actions may have on the wages, hours and terms and conditions of employees covered by this Memorandum of Understanding.

Section 1.4 - ASSOCIATION REPRESENTATION AND COMMUNICATION

A. Time off for Representation

City employees who are official representatives of recognized employee organizations shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be

reasonable and shall not interfere with the performance of City services as determined by the City.

Except by mutual agreement between ~~the~~ the Association and the City, the number of employees excused for such purposes shall not exceed three (3) from the bargaining unit. Such employee representatives shall submit a written request for excused absence to their respective Department Heads, with an information copy to the Human Resources Manager, at least two working days prior to the scheduled meeting whenever possible.

In addition, the City agrees that a total of twenty-four (24) hours in any calendar year may be used by Association members for the purpose of attendance at labor relations conferences. This time is a combined total for the Association and not a separate block of time for each subgroup.

B. Bulletin Boards

City departments which have employees in these bargaining units shall grant the association reasonable access to space on available bulletin boards for communications regarding official organization business, such as times and places of meetings. This privilege must not interfere with the needs of the department and may be revoked in the event of abuse.

C. Association Access to Employees

The City agrees that for purposes of representation on issues covered by this agreement, official representatives of the Association may meet with unit employees on City facilities during working hours, provided that prior notification has been given to the appropriate supervisor. The Association agrees that such meetings shall not interfere with the normal work duties of the employees.

Solicitation for membership in the Association or other internal association business not directly connected to administration of this agreement shall be conducted during the nonwork hours of all employees involved.

City facilities may be made available for use by City employees or the Association in accordance with such administrative procedures as may be established by the City Manager or Department Heads concerned.

Section 1.5 - PAST PRACTICES

The City and Association agree that those policies and practices affecting the wages, hours, or working conditions of employees in this unit not specifically amended by this Memorandum of Understanding will not be changed until and unless the Association and City have met and conferred prior to any change.

Section 1.6 - CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the City by the Association or by its officers, agents, or members during the term of this agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward encouraging all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the City by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the City.

Section 1.7 - MODIFICATIONS AND WAIVERS

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained in this agreement shall in any manner be binding upon the parties to the agreement, unless made and executed in writing by all parties involved, and if required, approved by the City Council and ratified by the membership of the Association.

Section 1.8- SAVINGS PROVISION

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law. Those provisions declared invalid shall be deemed severable from this agreement; but all other provisions will continue in full force and effect.

Section 1.9 - REVISIONS TO THE CITY PERSONNEL RULES

A representative from this unit, as well as all other recognized bargaining units, will be invited to meet as a group to discuss proposed amendments or revisions to the Personnel Rules. Opportunities for input and discussion with the representatives will be held prior to the official posting for employees and consideration by the City Council.

Section 1.10- DURATION

This Agreement shall remain in full force and effect from October 1, 2014 through September 30, 2017. The parties agree to begin negotiations on a successor Memorandum of Understanding no later than 60 calendar days prior to expiration of this Memorandum of Understanding.

ARTICLE 2. PAY RATES AND PRACTICES

Section 2.1 - WORK HOURS

Unless otherwise specified by the City, the standard work week for employees in fulltime positions shall consist of forty (40) hours during each seven (7) day work period, as work periods are defined by the City.

Section 2.2 - OVERTIME

This provision shall apply only to those employees designated as "confidential" as shown on Appendix A.

A. Definition/Approval

Overtime is defined as all management authorized hours worked in excess of forty (40) hours on paid status per workweek. Time spent in voluntary training is not considered time worked for the purposes of overtime calculation.

Permission to work overtime must be granted by the employee's department head or his/her designated representative. No overtime, except emergencies, may be authorized unless sufficient funds have been budgeted for that purpose.

B. Payment

Overtime over one-quarter of an hour shall be paid at the rate of one and one-half (1 1/2) times the employees regular rate as defined by the Fair Labor Standards Act, or may, at the request of the employee and with prior approval from the department head or his/her designated representative, be converted to compensatory time off at the rate of one and one-half (1 1/2) times the hours worked.

C. Accrued Compensatory Time

When elected, compensatory time earned shall be accrued at the end of each workweek, based on the total number of overtime hours in the workweek. Compensatory time earned within one workweek cannot be used within that same workweek.

Compensatory time off shall not be allowed to accumulate beyond a maximum of eighty (80) hours at any given time. Once a maximum of eighty (80) hours of compensatory time has been accrued, all additional hours of overtime worked shall be paid at the overtime rate.

When an employee separates from City service, he/she shall receive payment for any unused compensatory time on the books at that time. Such payment will be made at the employee's rate of pay at the time of separation.

Any non-exempt employee promoted to any exempt classification will be paid out for any comp time balance at the time of promotion – paid at the rate of pay being earned just prior to promotion.

Section 2.3 - CALL-BACK ASSIGNMENTS

This provision shall apply only to those employees designated as "confidential" as shown on Appendix A.

Employees who are called back to work on an unscheduled, emergency basis at a time outside their regularly assigned work shift shall receive a minimum of three (3) hours pay at the overtime rate as provided in the overtime section of this MOU.

Section 2.4 NIGHT SHIFT DIFFERENTIAL

The Street Manager assigned to supervise the night shift of the snow removal, shall be paid the 4% night shift differential from November 1 of each year through April 30, so long as the night shift differential is provided to the employees supervised.

Section 2.5 SNOW REMOVAL IN LIEU PAY

Street Manager, Fleet Manager, and Airport Maintenance and Operations Supervisor shall receive differential pay based on the formula described below. Snow removal operations generally require twelve hour shifts, varied start and ending times, extra shifts on weekends, and short notice availability.

The pay shall be determined in July of each year as follows:

- a. The snow removal (only) overtime of subordinates shall be averaged for a three year period
- b. The percentage of overtime, based on a 2080 hour work year, shall be multiplied by 1.5.
- c. The Street Manager shall receive an additional 1% for extra duties involved in determining when to initiate snow removal operations.
- d. The calculated in lieu pay shall be paid as an additional percentage on base pay for the entire fiscal year in recognition of working extended hours during snow removal season.
- e. The recalculated rate shall become effective October 1 of each year.
- f. Employees in the classifications eligible for this pay shall be able and willing to be involved in snow removal operations which require twelve hour shifts, varied start and ending times, extra shifts on weekends, and short notice availability. Employees unable to perform snow removal related duties permanently or for an extended period of time shall be ineligible to receive this pay.

Section 2.6 - ACTING PAY

Employees may be assigned by management to temporarily assume some or all of the duties of a position which is vacant due to a temporary absence or termination of the incumbent. Additional compensation shall be given for such assignments when the following provisions have been met:

- a. The assignment is made in writing by the Department Head or his/her designated representative.
- b. The employee is assigned to perform a significant majority of the duties of a budgeted vacant position in a higher paid classification.
- c. The duties of the higher class are assigned to and performed by the designated employee for more than six (6) consecutive working days.

Employees who perform the duties of a higher classification under the above provisions, shall receive "acting" pay beginning on or retroactive to the first day of the assignment. Acting pay shall be five percent (5%) more than the employee's salary in the present classification, or the first step of the higher classification's pay range, whichever is greater. In no case shall the employee receive a salary greater than the top step of the salary range of the higher classification.

Acting pay shall apply to any overtime worked in the higher classification (when eligible), but shall not apply to any paid leave taken during the acting assignment.

Work assignments shall not be changed for the sole purpose of evading the requirement of providing acting pay to an employee who would otherwise be eligible.

Section 2.7 - SALARIES

The top and bottom of each salary range, for all classifications, shall be increased as follows:

- 3.0% base salary increase, effective the first pay period containing October 1, 2014;
- 3.0% base salary increase, effective the first pay period following October 1, 2015; and
- 3.0% base salary increase, effective the first pay period following October 1, 2016.

Base Increases: For purposes of this section, "base salary" shall mean a qualifying employee's straight time hourly rate of pay as shown on salary schedule, and shall not include overtime, skill pay, or other special salary differential(s) or pay.

Appendix C includes the Salary Table as of October 1, 2014, following implementation of the first increase noted above.

Section 2.8 - LONGEVITY PAY

Effective October 1, 2014, merit pay under this section and section 10-5 of the City's Personnel Rules, shall be discontinued and replaced with the following longevity benefit. In addition, the "6th step" (previously provided in lieu of merit pay after 15 years of service) is eliminated.

Eligibility: Employees who have worked for the City in a regular position, for at least ten continuous years are eligible for longevity pay. Additionally, as part of the transition from merit pay to longevity pay, all employees who were eligible and receiving merit pay under the terms prior to October 1, 2014 shall be eligible to receive longevity pay under this section; however, these employees shall not be eligible for an additional increase under this section upon reaching ten years of City service.

Benefit: Eligible employees shall receive an additional 5% in pay (paid as an incentive pay rather than as 6th step in salary). This amount is not a one-time lump sum payment and shall be paid equally across pay periods. The benefit shall be considered pensionable compensation for all members with at least five years of City service.

Longevity Pay will not be considered when calculating salary increases under Section 2.7. The 5% Longevity Pay provided by this section will be included in the base hourly rate when calculating all speciality pays set forth in this Agreement in the Sections listed below.

- Section 2.2 - Overtime
- Section 2.6 – Acting Pay
- Section 2.11 – Management/Supervision/Professional Incentive Pay
- Section 3.1 – Holiday Pay
- Section 3.2 – Vacation (sellback or payout)
- Section 3.3.C.5. – Calculation of Dollar Value of Sick Leave
- Awards Leave

Section 2.9 – ONE-TIME MOU SIGNING INCENTIVE

The employees of this Unit shall be eligible for the following non-PERSable lump sum bonus payments to be paid in the paychecks starting on the following dates in the fiscal years 2014/15, 2015/16, 2016/17:

January 1, 2015:	\$2,500
January 1, 2016:	\$2,500
January 1, 2017:	\$500

These payments are taxable and all regular payroll taxes shall be withheld.

Association agrees to apply these funds to a non-taxable IRC Section 125 Plan as follows:

The City maintains an IRC Section 125 Cafeteria Plan for the benefit of employees. The City will contribute funds based on the schedule below into the Section 125 Cafeteria Plan for each employee. Funds in the Section 125 Cafeteria Plan may be used for the purchase of benefits in accordance with the Plan document and other IRS-approved benefits, which include among other things, medical, dental and vision benefits, and accident benefits. Additionally, employees may choose to receive taxable benefits in accordance with the Plan documents and the Internal Revenue Code. Employees who receive the Medical Coverage Opt-Out Benefit described in Section 4.2.2, may use the Section 125 Plan to purchase vision, dental, or other optional benefits, under the Plan, as long as these employees receive any remaining funds as taxable compensation. City contributions to the Section 125 Cafeteria Plan shall not be included in an employee's pensionable compensation.

Section 125 Cafeteria Plan Contribution

Plan Year (Calendar Year) 2015: \$2,500 annually (payable over 26 pay period = \$96.15 per pay period).

Plan Year (Calendar Year) 2016: \$2,500 annually (payable over 26 pay period = \$96.15 per pay period).

Plan Year (Calendar Year) 2017: \$500 annually (payable over 26 pay period = \$19.23 per pay period).

Section 2.10 - BILINGUAL PAY

The City will pay an additional \$50 per month (paid bi-weekly) to employees in this unit who are able to demonstrate bilingual capacity in Spanish. The testing will be administered through Human Resources. A written request for testing must be submitted to Human Resources. If it is determined that the employee is fluent in Spanish, the employee will be paid the bilingual differential effective the month in which the request for examination was submitted.

Section 2.11 - MANAGEMENT/SUPERVISION/PROFESSIONAL INCENTIVE PAY

Employees of this unit earning a minimum of 64 hours of education/training/licensing (documented and approved by their department head and City Manager), effective October 1, 1999, shall receive one and one-half percent (1.5%) above the authorized rate of pay contained in the approved salary plan. Any future hours earned must be preapproved by the department head and City Manager.

If education is used to accumulate the hours, courses must have been completed with a grade of "C" or better. One semester unit is equivalent to 15 hours; one quarter unit is equivalent to 10 hours.

Employees must submit proof of training within 60 calendar days of receiving the the required 64 hours of training or promotion. If the employee does so, Management Incentive Pay will begin retroactive to the date that the employee received the required 64 hours of training or promotion. If the employee fails to provide the proof of training within 60 calendar days, Management Incentive Pay will begin during the next full pay period after the employee provides proof of training to the City.

SECTION 2.12 DEFERRED COMPENSATION

All employees are eligible to participate in the deferred compensation program (457 Plan) by making an election to contribute pre-tax money into the account on a per pay period basis.

SECTION 2.13 DEFERRED COMPENSATION – CITY MATCHING

A. Eligibility.

Employees with five (5) years of City service are eligible to participate in the City deferred compensation matching program. To receive this benefit, eligible employees must elect to participate in the City's matching contribution program during open enrollment of each year.

B. Benefit.

The City will provide a matching contribution of up to fifty percent (50%) of the employee's contribution, up to a maximum contribution by the City of \$1,500 per employee (estimated at \$58 per pay period) per fiscal year. The City's match shall be made according to the following:

1. The City's match will be paid in equal installments, rounded to the nearest dollar. The City's matching contribution shall be made to the employee's ICMA 401(a) Plan account.
2. Employees becoming eligible for this benefit after the start of the fiscal year, will receive a pro-rated portion of the annual \$1,500 maximum City contribution, payable to their 401(a) in equal installments, rounded to the nearest dollar over the remaining number of pay periods in the fiscal year.
3. Where an employee elects during open enrollment to contribute to the ICMA 457 in one lump sum amount (IE: elects to make their entire contribution to the ICMA 457 plan in a single month), the City Matching Funds will begin as of the pay period in which the lump sum deposit is made and will be payable in equal installments, rounded to the nearest dollar based on the number of pay periods remaining in the fiscal year.
4. Employees reaching five years of continuous regular employment during the fiscal year will receive a pro-rated matching contribution for the remainder of that fiscal year, based on the first of the month following the employee's fifth year of service.
5. For fiscal year 2014-2015 only, the matching funds will be contributed by the City between January 1 and September 30. So long as the employee contributes a total of \$3,000 over the full fiscal year, they will receive the full matching contribution of \$1,500 by September 30.

ARTICLE 3. PAID LEAVES

Section 3.1- HOLIDAYS

A. Holidays

Eight (8) hours of paid leave shall be granted to all eligible employees for each of the following days:

New Years Day	January 1
Civil Rights Day/	
Martin Luther King, Jr.'s Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Regular status, part-time employee shall be paid for holidays on a pro-rated basis, given the ratio of their budgeted work schedule to full-time status.

B. Holiday Observance

For employees whose regular work schedule is Monday through Friday, holidays which fall on a Saturday shall be observed on the preceding Friday, and holidays which fall on a Sunday shall be observed on the following Monday.

For employees whose regularly scheduled day off falls on a fixed holiday, the number of holiday hours normally earned on that day shall be converted to compensatory time.

Whenever December 24th falls on Saturday or Sunday, the Christmas Eve holiday will be observed on the preceding Friday. Whenever December 25th falls on a Saturday or Sunday, the Christmas Holiday will be observed on the following Monday.

C. Holiday Eligibility

To qualify for holiday pay, an employee must be on paid status on his/her last regularly scheduled work day immediately preceding the holiday and on his/her first regularly scheduled work day immediately following the holiday.

Holidays which occur while an employee is on paid vacation or sick leave shall be charged to holiday hours and not the employee's vacation or sick leave balance.

D. Holidays Worked

This provision shall apply only to those employees designated as "confidential" as shown on Appendix A.

Employees who work on any fixed holiday at the direction of their department head or his/her designated representative shall be paid, or at the request of the employee given compensatory time off, at the overtime rate for the number of hours worked and, in addition, shall receive his/her regular holiday pay.

Section 3.2 - VACATION

A. Accrual

Employees covered by this agreement shall accrue vacation leave each payperiod in relation to their years of continuous service in a permanent-status position as follows:

<u>Years of Service</u>	<u>Accumulated Vacation per Year</u>
First five (5) years	88 hours
Beginning of the sixth (6th) year	128 hours
Beginning of the eleventh (11th) year	168 hours
Beginning of the fifteenth (15th) year	176 hours
Beginning of the eighteenth (18th) year	184 hours
Beginning of the twenty-first (21st) year	208 hours

Regular status, part-time employees shall accrue vacation on a proration of the schedule above, based on the ratio of their budgeted workweek to full-time status.

Employees shall not accrue vacation leave for any time spent on unpaid leave of absence.

B. Maximum Vacation Accrual

Effective June 1, 2015, the maximum vacation accrual shall be capped at 240 hours. Accrual of vacation shall be suspended until an employee's vacation leave balance is reduced below the 240-hour cap.

C. Use and Scheduling of Vacation

Employees may begin to use accrued vacation leave after completion of six (6) months of service in a permanent-status position. Vacation leave may be taken in increments of less than one day with the approval of the department head or designated representative.

Vacation requests should be made, whenever possible, a minimum of ten (10) working days prior to start of the vacation leave to permit proper planning of staff needs and work assignments. Requests shall be made in accordance with the procedures established by the department head or his/her designated representative.

All other provisions of the current City Personnel Rules regarding vacation leave shall continue to apply.

D. Vacation Sell Back

Employees may elect to sell back to the City accrued, but unused, vacation when the following provisions have been met:

1. The employee has used a minimum of forty (40) hours of accrued vacation during the twelve (12) months immediately preceding the selling of hours; and
2. The employee will have no less than sixty (60) hours of accrued vacation remaining after the selling of hours.

The employee will be compensated for such sold vacation hours at the salary rate in effect for that employee at the time the hours are returned to the City.

The minimum number of hours that can be sold to the City at any one time for its cash equivalent is ten (10) hours.

E. Additional Vacation Accrual

The City and Association agree that employees covered by this MOU may elect to purchase either forty (40) or eighty (80) additional hours of vacation per year provided, however, that any employee who so elects this additional purchase will take a reduction in pay equivalent to the additional hours purchased. This additional purchase must be accomplished over a twelve (12) month period of time, and additional hours purchased will be credited to the employee's vacation balance each payperiod as follows:

40 hours purchased = 1.54 hours vacation accrual each payperiod
80 hours purchased = 3.08 hours vacation accrual each payperiod

An employee's election to purchase additional vacation shall not raise the employee's vacation balance above 240 hours. Should an employee's vacation balance reach the 240-hour cap, no further purchase will be permitted until said employee reduces their vacation balance below 240 hours.

Section 3.3 - SICK LEAVE

A. Accrual Rate

Regular status, full-time employees shall accrue sick leave at the rate of eight (8) hours per month. Regular status, part-time employees shall accrue sick leave on a pro-rated basis, given the ratio of the budgeted workweek to full-time status.

B. Eligibility Requirements

Employees shall begin to accumulate sick leave as of the date of their employment into a permanent-status position, and shall be eligible to use sick leave once they have accrued sufficient leave hours. Sick leave shall be allowed only in the event of the employees's personal illness, medical appointment or physical disability, or the illness, disability or death of a family member which requires their personal attendance, as defined in current section 12-2 of the Personnel Rules.

Employees shall not accrue sick leave for any time spent on unpaid leave of absence.

C. Payment for Unused Sick Leave

Payment for portions of accumulated but unused sick leave will be made as follows:

2. Retired Employees

For the purposes of this section, a retired employee, is defined as an employee who retires under the provisions of the Public Employees Retirement System.

Employees retiring from City service shall receive a payment equivalent to one hundred percent of the employee's unused sick leave balance on record on the date of retirement.

3. Employees Terminating After Ten (10) Years Service

Any employee leaving City service after ten (10) years of service, but not retiring, shall receive a payment equivalent to one-half (1/2) of the employee's unused sick leave balance on record on the date of termination. For the purposes of this payment service shall be calculated from the date of original appointment to a permanent-status position. This provision shall not apply to employees who are terminated for cause.

4. Employees Who Die While in Active Service

The estate of any employee who dies while in active service with the City shall be paid an amount equivalent to one-hundred per cent (100%) of the employee's unused sick leave balance on record on the date of death. Payment made on behalf of the deceased employee under this provision shall be paid to any person so designated in

writing by the employee or the heirs of the employee and filed with the Human Resources Office.

5. Calculation of Dollar Value of Sick Leave

For the purpose of this section, the amount equivalent to accumulated sick leave balances shall be determined by applying the employee's current rate of pay at the time of the payment for unused sick leave.

Section 3.4 - DONATION OF SICK LEAVE

Unit employees shall be allowed to donate the equivalent of one shift's hours of sick leave to other employees who have experienced a serious illness or injury which is not covered fully by City paid time or insurance. The employee who is in need of donated sick time must have exhausted all compensatory time, sick leave and vacation before other employees may make donations. Donation of sick leave will be available only to individuals who are absent from work for periods in excess of five days, and who have not exhausted their paid time off through repeated nonrelated illness or injuries which were not of a serious nature.

Maximum donation of sick leave shall be one day (shift) per incident per donating employee. The final determination as to the recipient's eligibility for donated sick leave time shall be made by the Department Head. Any donated hours that remain in the recipient's bank after return to work from the qualifying incident, shall be pro-rated back to the individual donors' sick leave accounts.

Section 3.5 - SCHEDULING OF VACATION AND COMPENSATORY TIME OFF

Departments shall attempt to accommodate employees requests for time off and shall not unreasonably deny such requests. In approving such requests, consideration shall be given to both the wishes of the employee and the needs of the City service. Employees shall request time off in advance and the department head or his/her designated representative shall notify the employee as soon as possible of his/her approval or denial. No employee who has made a reasonable request to use his/her accrued time and has been denied such use, shall lose the accrued time requested.

Section 3.6- DRIVERS LICENSE RENEWALS

A. Time-off

The City agrees that employees who are required as a condition of continued employment (as indicated in the job specification) to maintain a valid commerical driver's license shall be granted up to two (2) hours paid time off for the purpose of completing the required medical and Department of Motor Vehicle written exams.

B. Medical Exams

The City agrees to reimburse to the employees defined above, their cost of medical exams to acquire and maintain a valid commercial driver's license. Such reimbursement will be limited to the amount specified in the agreement between the City and the contract City physician.

Section 3.7 - BEREAVEMENT LEAVE

Employees shall be allowed 40 hours paid time off per year for bereavement in the event of the death of one of the following: Parents, step-parents, spouse, registered domestic partner, child or step-child, grandchild, brother, sister, step brother, step sister, current parents-in-law, current sister or brother in law, grandparent, current grandparent-in-law. In no event will an employee be eligible to receive more than a total of 40 hours per calendar year for bereavement leave.

ARTICLE 4. BENEFITS

Section 4.1 - INSURANCE BENEFITS

Eligibility: For employees who work 30 hours per week or more, the City shall pay the monthly premium costs for the medical insurance as outlined below in section 4.2. For regular-status employees who work 20 hours or more but less than 30 hours per week, the City shall pay the premium cost for employee coverage only for the City's Medical Plan, subject to cost sharing outlined below in section 4.2; such employees may purchase dependent coverage by payment of the difference between the employee only and family premiums through payroll deduction in addition to any individual cost sharing. Health benefits are not available to regular employees working less than 20 hours per week.

Section 4.2- HEALTH AND WELFARE

4.2.1 Medical and Prescription Benefits: The City's Medical Plan (previously referred to as the City's Healthcare Plan) shall be medical benefits provided under "Plan A." The City shall cover 100% of the cost of the premium for eligible employees enrolled in the City's Medical Plan (also referred to as Plan A) for Employee only coverage, Employee plus 1 coverage or Family coverage.

As an alternative to enrolling in the City's Medical Plan, eligible employees may choose to purchase one of four alternative medical plans available to City employees (Plan levels B through E). The City's contribution towards the premium cost for these plans is capped at the cost of the premium for the corresponding coverage level in the City's Medical Plan "Plan A" as described above. Employees selecting an alternate medical plan are responsible for paying the difference in the premium cost.

The summary plan descriptions and/or formal plan documents for the City's Medical Plan and other available benefit options are available from the City Human Resources Department and are hereby incorporated by reference into this agreement.

4.2.2 Medical Coverage Opt-Out Benefit: Employees who provide proof of other current medical coverage, which the City deems acceptable, and who elect to waive City medical coverage, are eligible to receive a medical coverage opt-out benefit. The medical coverage opt-out benefit shall be a one-time cash payment paid during the first pay period in March of each year that they opt out. The total one-time medical coverage opt-out benefit is:

Employee Only:	\$ 3,000/year
Employee +1 or Family:	\$ 4,000/year

The medical coverage opt-out benefit amount shall be paid as a taxable cash benefit, and shall not be considered pensionable compensation. Eligible employees who elected to receive the medical coverage opt-out benefit and who later have an Eligible Qualifying Event, as defined by the City's Medical Plan, and choose to enroll in one of the medical and prescription benefit options described above, shall be required to re-pay the medical coverage opt-out benefit on a prorated basis.

For new hires starting after January 1 of each year, the opt-out benefit will be prorated for the calendar year and payment will be paid in the pay period following ninety (90) days of employment.

- 4.2.3 **Dental Plan:** Employees have the option to purchase, at their own expense, dental coverage at the rates outlined in the City's summary of medical and prescription plan document. The City will not make any contribution towards the cost of dental coverage.
- 4.2.4 **Vision Plan:** Employees have the option to purchase, at their own expense, vision coverage at the rates outlined in the City's summary of medical and prescription plan document. The City will not make any contribution towards the cost of vision coverage.
- 4.2.5 **Flexible Savings Account:** The City provides employees with the option to elect to participate in a Flexible Savings Account ("FSA"), administered in accordance with the Internal Revenue Code. Employees may use these programs to set aside money on a pre-tax basis pay for eligible health care related costs.
- 4.2.6 **Health Reimbursement Account:** Employees with an existing health reimbursement account will not receive any City contribution to this account. Any remaining funds in the account will be available for reimbursement of expenses in accordance with IRS regulations until exhausted.
- 4.2.7 **Life Insurance:** For the term of this agreement, the City will purchase a life insurance benefit for each employee providing \$50,000 coverage.

Employees have the option to purchase at their expense by payroll deduction up to an additional \$50,000 of life insurance upon initial enrollment in the plan (date of hire) without evidence of insurability.
- 4.2.8 **Long-Term Disability:** The employees of this Unit shall be covered by the City Long-Term Disability Program. Premiums for this coverage shall be paid by the City.
- 4.2.9 **Spousal Employment Health Benefits:** Employees' spouses must elect employer sponsored group medical coverage from their own employers when offered at an employee contribution cost for single coverage of no more than \$75.00 per month. Employees' spouses who obtain their own-employer's health benefit may remain on the City's medical benefit in a secondary capacity. Employees will be

required to confirm in writing their spouses' eligibility for employer medical coverage at least annually.

4.2.10 Legislative Changes: In the event legislation changes such that employer financed universal health is required through the State or Federal government, there will be an immediate re-opener to discuss the impact of the legislation on the current City plan.

4.2.11 Application of Medical Insurance Plan: In the event provisions of this section contradict those included in the Medical Plan (Plan Document), the terms of the Medical Plan shall prevail.

SECTION 4.3 RETIREE MEDICAL AND TRANSITIONAL RETIREE PLAN

4.3.1 Definition of Terms

a. "Continuation of Coverage -- Eligible Employee" means any regular full-time benefited employee hired by the City before January 1, 2008, with a minimum 25 years of Continuous City Service on or before October 1, 2014 who actively participates in and contributes to the CalPERS Retirement System, and who will be entitled, when eligible, to receive a retirement allowance from CalPERS.

b. "Alternative Transitional Retiree Medical Benefits -- Eligible Employee" means any regular full-time benefited employee with a minimum 10 years of Continuous City Service who actively participates in and contributes to the CalPERS Retirement System, and who will be entitled, when eligible, to receive a retirement allowance from CalPERS.

c. "Retired Employee" or "Retiree" means a regular full-time benefited City employee hired before January 1, 2008 who retires from the City and thereafter receives a retirement allowance from CalPERS. Retirement includes service retirement or disability retirement from the City of South Lake Tahoe.

d. "Continuous City Service" means continuous regular full-time benefited City employment for calculating length of continuous service and service credit. Part-time (non-benefited) employment and approved unpaid leaves will not be used in calculating length of continuous service under this section. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager in writing and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid leaves do not constitute separation from City service (and therefore will not void any previous accrual towards length of continuous service) for the purpose of this section.

4.3.2 Alternative Transitional Retiree Medical Benefit

Upon the effective date of this MOU an Alternative Transitional Retiree Medical Benefits -- Eligible Employee, as defined above in § 4.3.1.b., shall receive a defined contribution provided through a Retiree Health Savings Account (RHSA)

(or substantially similar individual investment account in the Eligible Employee's name). This Alternative Transitional Retiree Medical Benefit is the default plan and will apply to all Eligible Employees unless: (1) the Eligible Employee is a Continuation of Coverage -- Eligible Employee, as defined above in § 4.3.1.a. above, and (2) the Eligible Employee files the approved written Notice of Election and complies with all requirements under § 4.3.3, below.

Eligible Employees shall receive the following contribution, based on the their respective date of retirement and years of service under the vesting schedule:

Alternative Transitional Retirement Medical Option

Year of Retirement	"Maximum Contribution"(*)	
	EE+	Single
Between October 1, 2014 - December 31, 2014 + subsequent years	\$12,000	\$7,000
Between January 1, 2015 - December 31, 2015 + subsequent years	\$10,000	\$5,500
Between January 1, 2016 - December 31, 2016 + subsequent years	\$8,000	\$4,000
Between January 1, 2017 - December 31, 2017 + subsequent years	\$6,000	\$2,500
Between January 1, 2018 - December 31, 2018	\$4,000	\$1,000

Benefit will be prorated by the month of retirement (eg: January would be 100%, July would 50% of contribution.

Family versus Single rate determination is as of time of retirement.

***Vesting Schedule for Contribution**

<u>Years of Service with the City (from date of permanent hire)</u>	<u>% of Contribution</u>
25 years	100%
20 years	75% plus 5% for each additional year
15 years	50% plus 5% for each additional year
10-15 years	25%
Less than 10 years	0%

4.3.3 Continuation of Coverage Option: Only those Continuation of Coverage -- Eligible Employee's, as defined in Section 4.3.1., who make an election to retire from the City no later than 90 days after the effective date of the this MOU, or December 31, 2014, which ever date occurs first, and who retire no later than September 30, 2016, are eligible for the Continuation of Coverage option set forth in this § 4.3.3.

a. An Eligible Employee under this §4.3.3 is defined above in §4.3.1.a.

- b. An Eligible Employee must formally submit his or her election to retire from the City of South Lake Tahoe within 90 days following the effective date of the this MOU Agreement or December 31, 2014, whichever date occurs first.
- c. The Eligible Employee's separation of service retirement date must be no later than September 30, 2016, and prior to receipt of the third installment of the salary increase payable on October 1, 2016.
- d. The Eligible Employee must elect, at the time of retirement, one of the following two options:
- (i) Upon retirement, which must occur no later than September 30, 2016, continue to participate in the "City's Medical Plan" for medical benefits only (exclusive of dental, vision, or any other medical/health benefits that may be offered to employees), until the age of 65 (Medicare age) or no more than 120 months (ten years post retirement), whichever date occurs first; OR
 - (ii) Accept the City's 25-Years of Service Transitional Retiree Health Option (a defined contribution) as described below:
 - Within 30 days of date of the Eligible Employee's retirement separation from the City, the City shall contribute \$12,000 into the Retiree Health Savings Account (RHSA). Each year thereafter, for four continuous years, within 30 days of the annual anniversary date of Eligible Employee's retirement separation from the City, the City shall contribute the following into the RHSA:
 - Within 30 days of the first anniversary (12 months) from the date of Eligible Employee's retirement separation from the City, the City shall contribute \$10,000 into the RHSA.
 - Within 30 days of the second anniversary (24 months) from the date of Eligible Employee's retirement separation from the City, the City shall contribute \$8,000 into the RHSA.
 - Within 30 days of the third anniversary (36 months) from the date of Eligible Employee's retirement separation from the City, the City shall contribute \$6,000 into the RHSA.
 - Within 30 days of the fourth anniversary (48 months) from the date of Eligible Employee's retirement separation from the City, the City shall contribute \$4,000 into the RHSA.
- e. Eligible Employees electing to remain in the City's Medical Plan (as described in §4.3.3.d.(i) above) must complete and submit the Notice of Election to the HR Manager, in writing, within 90 days of the effective date of this MOU of

their decision. At the time of retirement they (1) elect to remain on the City's Medical Plan, which remains subject to change and/or may be eliminated at any time at the City's sole discretion or (2) elect to accept the 25-Years of Service Transitional Retiree Health Benefit described in §4.3.3.d.(ii). Eligible Employees failing to file the approved written Notice of Election with the HR Manager within 90 days of the effective date of the this MOU or December 31, 2014, whichever date occurs first, will by definition and default be granted upon retirement the Alternative Transitional Retiree Medical Benefits (see section §4.3.2), which is distinctly different than the 25-Years of Service Transitional Retiree Health Benefit described in §4.3.3.d.(ii).

- f. Provided the City retains an employee medical plan, the City will cover the monthly medical plan premium for the Eligible Employee who elects to remain on the City's Medical Plan upon retirement as described in §4.3.3.d.i. above (shall not be a cash payment or have a cash equivalent); coverage shall be for the (Retired) Eligible Employee plus one dependent, under the terms and conditions set forth herein. The Eligible Employee/Retiree will be required to pay increases in monthly premiums above the monthly premium rate of the year in which they retire, at their own expense.
 - (i) The amount of the premium paid by the City will be reduced by the amount the City contributed to a defined contribution for the Eligible Employee between October 1, 2014 and September 30, 2016, if the Eligible Employee participated in the Defined Contribution Plan. The reduction in premium is intended to eliminate "double benefit" coverage (Retiree Medical Plan and Defined Contribution).
- g. Benefits will wholly and unequivocally expire should the City's Medical Plan be terminated, or upon the Eligible Employee/Retiree reaching age 65 (or becoming eligible for Medicare) or after ten years (120 months) of receipt of the benefit, whichever occurs first.
- h. Eligible Employees who elect to continue to participate as a member of the City's Medical Plan upon retirement (see previously, §4.3.3.d.(i)) recognize that the City continues to make no guarantee of medical/health plan design changes, premium rates and raises, deductibles, or the expectation of benefits; the City's Medical Plan is subject to change and/or may be eliminated at any time, which is the same dependency the City's Medical Plan has at this time.

4.3.4 Retiree Medical/Health Care

- a. With the exception of those benefits described in Sections 4.3.2 and 4.3.3 above, all retiree health benefits contained in prior MOUs are hereby eliminated for employees retiring on or after the effective date of this MOU. Regardless of the employee's hire date, the City shall not provide any retiree health benefits, including medical, dental, and/or vision benefits, to employees retiring on or after the effective date of this MOU, and these employees shall have no right to any future City sponsored medical, dental or

vision benefits, or any City contributions to such coverage, except for the option to purchase at their own expense, the City Medical Plan, as set forth in Section 4.3.4(b) below.

- b. Upon retirement, employees retiring under this MOU may purchase, at their own expense, the City Medical Plan, subject to applicable plan eligibility criteria and provided the City has such a plan. However, retirees are required to enroll in Medicare in the first month for which they become Medicare eligible. They may also purchase any of the available optional coverages offered to employees. The premium for retirees may be different than the premium for employees. The City makes no guarantee of rates, premiums or coverages that may or may not be available during an employees' retirement. The City shall make no contribution or payment towards any of these Plans. Notwithstanding this paragraph, retirees are not guaranteed any vested right to enroll the City Medical Plan or any other optional coverage offered to employees, and the City reserves the right to change this benefit or its availability to retired employees at any time. Additionally, the availability to purchase, at own expense, the City Medical Plan ceases upon becoming eligible for Medicare (generally upon reaching age 65).

4.3.5. Retiree Medical Saving Account: The City's contributions to a Retiree Medical Savings Account (RMSA) for Association members, which began on January 1, 2008, are hereby terminated. All funds in the City's RMSA for Association members are hereby directed to be transferred to the City's Other Post Employment Benefit trust.

Section 4.4 - RETIREMENT BENEFITS

4.4.1 Definitions:

- a. Retired Employee means: an employee who retires from the City of South Lake Tahoe under the provisions of the Public Employees' Retirement System.
- b. New Member means:
 - (i) A unit member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date.
 - (i) A unit member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Gov. Code § 7522.02(c) and related CalPERS reciprocity requirements.
 - (ii) A unit member who was an active member in CalPERS with another employer and who, after a break in service of more than six (6) months, returns to active membership in CalPERS with the City.

- c. Classic Member means: a unit member who entered into membership with a qualifying public retirement system on or before December 31, 2012 who do not meet the definition of "New Member" under Government Code § 7522.04(f) and related CalPERS membership requirements. Status as a classic member shall be determined by CalPERS.

4.4.2 Retirement Plan for Employees Hired On or Before April 21, 2012 -

Employees hired on or before April 21, 2012 in this unit shall receive the retirement benefit of 2.7% at 55.

For purposes of determining a retirement benefit, final compensation for unit members covered by this Section 4.4.2 shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

Each bargaining unit member covered by this Section 4.4.2 shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is 8%.

4.4.3 Retirement Plan for Employees Hired After April 21, 2012 but Before January 1, 2013, and Classic Members, as Defined by CalPERS

All employees hired after April 21, 2012 but before January 1, 2013 and classic members as determined by CalPERS, shall receive the retirement benefit of 2% at 55.

For purposes of determining a retirement benefit, final compensation for unit members covered by this Section 4.4.3 shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

Each bargaining unit member covered by this Section 4.4.3 shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is 7%.

4.4.4 Retirement Plan for Employees Hired On or After January 1, 2013, Who Are Not Classic Members

All employees hired on or after January 1, 2013 who are new members shall receive the retirement benefit of 2% at 62.

For purposes of determining a retirement benefit, final compensation for unit members covered by this Section 4.4.4 shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

As required by Government Code §7522.04(g), unit members covered by this Section 4.4.4 shall pay, through payroll deductions, 50 percent (50%) of normal costs.

The City shall notify members under this section 4.4.4 of the monthly contribution for the next fiscal year in the first quarter of the calendar year, or as soon as reasonably practicable, following CalPERS publication of the required contribution rate.

Employee contributions under sections 4.4.2, 4.4.3, and 4.4.4 shall be made in accordance with Section 414.h(2) of the IRC .

Section 4.5 - HEALTH CARE COST CONTAINMENT

Use of Recreation Center

Employees of this unit may utilize the Recreation Center under the following conditions:

1. Employees must purchase a three-month, unlimited, usage card from the Recreation Division.

2. Cost of the Card is \$45

3. It is understood that employees who purchase said card shall not be eligible for reimbursement under the City Wellness Program, and that the Card may be used only by the employee.

4. Said card may be purchased from the Recreation Division upon presentation of valid City employee identification.

5. Employees may utilize the Recreation Center during times when the Center is open to the general public. In addition, employees of the unit may utilize the gymnasium and weight room facilities between the hours of 6 a.m. and 8 a.m. provided:

a. A Recreation employee is on duty during those hours to provide access at the facility;

b. Use of the facility during said hours does not interfere with the activities of maintenance employee(s); and

c. Employees must leave the facility in an orderly and clean condition.

Should employees not comply with the above, the Recreation Manager may restrict employee use of the facility during hours of 6 a.m. and 8 a.m.

Section 4.6 - NO NICOTINE USE POLICY

Employees shall be prohibited from using nicotine on duty except during authorized rest periods.

Section 4.7 - EMPLOYEE ASSISTANCE PROGRAM

The City shall continue to provide an employee assistance program to provide psychological counseling services to all unit employees and their dependents. The benefits provided under this program shall be as described in the program description available from the Personnel Department.

Section 4.8 - EMPLOYEE WELLNESS AND PHYSICALS

For those employees who are not already provided a regular physical exam under Section 3.6 of this agreement (Driver's Licenses) or as required by O.S.H.A. regulations (i.e., chlorine and lead handlers), the City shall provide an optional, fully paid physical exam performed by the City-selected physician once every two years.

Employees may elect to have their periodic medical examination conducted by a physician other than the regular physician designated by the City. If this occurs, the City shall reimburse the actual cost of the physical to the employee, but such reimbursement shall not exceed the amount which would have been paid to the City selected physician. A mammogram, PSA and/or blood panel may be added to the annual physical if requested by the employee.

The results of this medical exam shall be sent by the physician to Human Resources, however, in order to protect the patient/ physician relationship, such information shall not be public. The results of the examination shall only include information related to the capability of the employee to meet the requirements of the position as determined by the physician.

The City shall incur no further responsibility for the employee's compliance with the advice or suggestions of the physician, nor for any additional treatment expenses not already covered by other employee benefits.

Nothing in this section shall preclude the City from requiring the employee to undergo special examinations from a physician of the City's choosing.

Section 4.9 - MILEAGE ALLOWANCE AND REIMBURSEMENT

Employees required to travel on City business will be assigned a City car, have a City car made available to them, or be reimbursed at the standard IRS rate, which meets the substantiation requirements, that is in effect at the time the mileage is driven for actual miles driven. Reimbursement for actual miles driven shall not include home to office use. Determination as to which of the above methods will be used shall be made by the City Manager after consultation with the Department Head.

Section 4.10 - UNIFORMS

4.10.1 The City agrees to continue the current uniform provisions and cleaning service for the following maintenance employees: fleet manager, facilities manager, airport maintenance and operations supervisor, street manager.

A \$200 clothing allowance is available, in lieu of uniform provision and cleaning, for Fleet Manager, Facilities Manager, Airport Maintenance and Operations Supervisor, Street Manager. This clothing must carry City ID and be appropriate apparel.

4.10.2 Employees in classifications represented by this Unit shall wear professional attire that is appropriate to their classification, promotes safe working, and reflects positively on the City during public interactions.

Section 4.11 - EMPLOYEE TRAINING

A. Tuition Reimbursement

The City shall reimburse employees for expenses they have incurred for tuition and books in taking an approved job-related course. Only courses which relate to the employee's current position with the City or would prepare the employee for advancement within that career field will be considered as eligible for tuition reimbursement. Reimbursement shall not be made until employee submits documentation of expenses and successful completion of the course.

B. Training Courses

Upon approval of the Department Head, employees may be authorized to attend job related training programs during regular working hours. When the needs of the City services so require, the department head or his/her designated representative may direct an employee to attend a meeting or conference as part of the professional training required for the position. When such attendance is authorized or directed, payment for training-related expenses shall be paid by the City in accordance with authorized travel expense reimbursement policy, and shall be distinct from the compensation paid for time worked.

C. Travel time

Time spent traveling to and from authorized training programs shall be paid in accordance with the Fair Labor Standards Act.

ARTICLE 5. DISCIPLINARY APPEALS PROCEDURE

Section 5.1 - Application

The disciplinary appeals procedure described herein shall be available to all permanent status employees covered by this Memorandum of Understanding. It shall not be applicable to probationary employees.

Section 5.2 - Definition

As used in this procedure, disciplinary action shall mean discharge, demotion, reduction in pay, or suspension without pay. Suspensions without pay for periods of less than three (3) working days shall not be subject to the pre-action requirements of this procedure and may be appealed only to the City Manager Review level. The City Manager's decision on such appeals shall be final.

Suspension without pay shall be scheduled on consecutive days and shall not exceed a total of thirty (30) consecutive work days for any one suspension. In no event shall such suspension be imposed against vacation and/or compensatory time off previously earned by an employee.

Section 5.3 - REPRESENTATION / NO REPRISAL

An employee may be represented by individual(s) of his/her choice at any and all stages of this appeal process. The City shall grant a reasonable amount of paid release time from work for one employee to assist the appellant in preparing and presenting an appeal at any level of this procedure.

When an employee whom the City is proposing to discipline or whom the City has disciplined has identified a representative or representatives, such representative(s) shall be notified of formal actions taken in the disciplinary process.

In the case of disciplinary actions consisting of suspensions without pay for less than three (3) days, employees shall be given notification sufficiently in advance to allow a representative to be present during the presentation of the disciplinary document.

No employee shall be subject to restraint, coercion, or reprisal as a result of filing an appeal under this procedure.

Section 5.4 - Time Limits

Failure of the employee to file an appeal within the required time periods specified for any level of this procedure shall constitute an abandonment of the disciplinary action appeal. Failure of the City to act within the required time periods shall result in an automatic advancement of the appeal to the next step. Time limits specified in this

procedure may be extended by mutual written agreement between the employee or his/her representative and the City.

The term, "submit to" as used in this procedure shall mean the actual delivery of the document to the addressee's normal place of business.

Section 5.5 - Pre-Action Procedure

A. Action Proposed by Department Head

Prior to imposing disciplinary action involving a suspension without pay of three (3) or more working days, reduction in pay, demotion, or discharge, the department head shall first provide the employee an advance written notice of the proposed action including the following:

1. The specific disciplinary action being proposed.
2. The specific grounds and particular facts upon which the action is based.
3. Copies of all documents and materials upon which the action is based or access to such material at a reasonable time.
4. Notification that the employee has a right to respond to the charges either orally, in writing, or both prior to implementation of the discipline, and that such response must be made to the department head within five (5) working days of the date the employee receives the notice.

B. Pre-Action Employee Response

The employee shall have the right to respond within five (5) working days to the proposed discipline verbally, and or in writing prior to the discipline being imposed. The employee's department head will usually be the Skelly Officer.

The department head/skelly officer shall issue a written decision on the proposed disciplinary action within five (5) working days of hearing or receiving the employee's response. Copies of this decision shall be sent to all parties directly involved in the discipline, including the supervisor or manager, the employee, his/her representative, and the Human Resources Manager.

Section 5.6 - Post-Action Appeal

A. City Manager Review

The employee has the right to submit an appeal of the department head's decision to the City Manager within ten (10) working days after receipt of the written decision. Any such appeal must be in writing, explaining the action being appealed, the reasons for the appeal, and the action the employee desires be taken.

The City Manager may appoint a personal designee, who shall not be the concerned department head or others directly involved in the disciplinary action, to hear the appeal.

The City Manager or his/her designee shall set a meeting date which shall not be more than fifteen (15) working days after receipt of the appeal by the City Manager. The appellant, the department head, and any other parties requested by the City Manager or his/her designee shall attend the meeting and present oral and/or documentary evidence relevant to the disciplinary action. The City Manager or his/her designee may also conduct such other independent investigation of the charges and discipline as he/she deems necessary.

Within ten (10) working days following the hearing, the City Manager or his/her designee shall issue a written decision to all parties involved. The designee has the authority to affirm, repeal, or modify the disciplinary action taken. The City Manager's review may be waived by mutual agreement between the appellant and the City.

B. Hearing Officer

The employee has the right to appeal the decision of the City Manager's designee by submitting to the City Manager a written request for a hearing by an outside hearing officer. Such appeal must be submitted to the City Manager within ten (10) working days after receipt of the designee's decision.

The outside hearing officer shall be selected by the Human Resources Manager and the appellant from a list of qualified individuals provided by the State Mediation and Conciliation Service. The City and the appellant shall alternately strike names from the list. The last name remaining shall be the hearing officer. The party striking first shall be determined by lot.

Upon mutual agreement and with the consent of the hearing officer, the City and the grievant may submit written materials to the hearing panel in lieu of holding a hearing.

All interested parties shall be notified in writing by the Human Resources Manager of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

The hearing shall be conducted under the following rules:

1. All hearing shall be private; provided, however, that the appellant may request a hearing open to the public.
2. Proceedings of the hearing shall be recorded but not transcribed except at the request of either party. The party requesting the transcript shall bear the expense involved unless shared expenses are agreed to by both parties. Should either party request transcription, a copy shall be made available to the other party.
3. Either the City or the appellant may call any individual as a witness and/or the hearing officer shall (as legally authorized by City Council action) issue subpoenas by request of either party. If a witness(es) called is a City employee, the City agrees

to grant paid release time from work for the period of testimony. The appellant shall appear in person at the hearing, unless physically unable to do so.

4. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determinations of the truth.
5. Each party shall have the following rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; and to rebut the evidence against him/her.
6. Oral evidence shall be taken only on oath or affirmation.
7. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence, and shall base his/her findings on the preponderance of evidence.
8. The hearing officer shall render his/her findings in writing as soon after the conclusion of the hearing as possible.
9. The hearing officer may sustain or reject any or all of the charges filed against the employee and/or sustain, reject, or modify the disciplinary action invoked against the employee.

A copy of the hearing officer's decision shall be furnished to all parties directly involved in the disciplinary appeal.

The hearing officer's fees and expenses shall be borne equally by the association and the City, including the cost of transcription if required by the hearing officer. Each party shall bear the cost of its own presentation including preparation and post hearing briefs. Both parties agree to make every effort to limit the time involved in the hearing stage of this procedure, so as to contain the overall costs incurred.

The decision of the hearing officer shall be binding upon both parties to the appeal unless either party chooses to appeal to the Supreme Court under CCP 1094.5.

ARTICLE 6. GRIEVANCES

Section 6.1 - Application

To establish a mutually satisfactory and timely method of settlement of grievances, the following procedure is available to all employees covered by this Memorandum of Understanding.

Section 6.2 - Definition

A grievance is defined as an alleged violation, misinterpretation, or misapplication of the provisions of this Memorandum of Understanding, or other rules and regulations adopted by the City Council which govern personnel practices and working conditions.

No proposals to add to, amend, or terminate a memorandum of understanding nor any issue arising out of or in connection with such a proposal may be considered under this grievance procedure. Employees may not appeal disciplinary actions through this grievance procedure.

No complaint concerning the payment of compensation to an employee shall be considered under this grievance procedure, unless it alleges a specific violation of the provisions of this Memorandum of Understanding or the City Personnel Rules. No adjustment of compensation resulting from a grievance under this procedure shall be retroactive for more than one (1) year from the date upon which the complaint was filed.

Section 6.3- Representation/No Reprisal

A grievant may be presented by individual(s) of his or her choice in preparing and presenting a grievance at any stage of this procedure.

The City shall grant a reasonable amount of paid release time from work for one employee as identified by the grievant to assist the grievant in preparing and presenting the grievance at any level of this procedure.

Where the grievant has identified a representative or representatives, such representative(s) shall be notified of all formal actions occurring on the grievance.

No employee shall be subject to restraint, coercion, or reprisal as a result of filing a grievance under this procedure.

Section 6.4 - Time Limits

Failure of the employee to act within the required time periods specified for any level of this procedure shall result in a resolution of the grievance at the last step pursued. Failure of the City to act within the required time periods shall result in an automatic advancement of the grievance to the next step of the procedure. Time limits specified in

this procedure may be extended by mutual written agreement between the grievant or his/her representative and the City.

The terms "submitted to" as used in this procedure shall mean the actual delivery of the document to the addressee's normal place of business.

Section 6.5 - Procedures

Every attempt shall be made by the parties to settle the issue at the lowest level of this procedure. Only upon mutual written agreement between the parties involved may any stage of this grievance procedure be waived.

Step I - SUPERVISOR

Within thirty (30) days following knowledge of the event or action on which the grievance is based, the employee shall notify his/her immediate supervisor either orally or in writing of the nature of the grievance. Within ten (10) working days of being notified of the grievance, the supervisor shall meet with the grievant, investigate the alleged grievance, and provide the grievant an answer to the grievance.

Step 2- DEPARTMENT HEAD

If the grievance is not resolved in Step 1, the grievant may submit a written grievance to his/her department head within ten (10) working days of receiving the Step I response.

The written grievance shall contain the following information:

1. The name of the grievant(s).
2. The specific nature of the grievance.
3. The date, time and place of the event or action on which the grievance is based.
4. The provision(s) of the agreement or rule(s) alleged to have been violated.
5. Date discussed with supervisor and a copy of the supervisors response if that response was in writing.
6. The action the grievant believes will resolve the grievance.
7. The name of the representative(s), if any, chosen by the grievant to participate in the grievance procedure.

If the Department Head believes the grievant has failed to provide this information, he/she shall info'rm the grievant of the deficiency(ies) and the grievant shall be given five (5) working days to perfect and resubmit the grievance.

The department head shall investigate the issues, meet with the grievant, and attempt to reach a satisfactory resolution of the grievance. No later than ten (10) working days after receipt of the grievance, the department head shall issue a written response. Copies of the response shall be sent to all parties involved in the grievance, including the employee, the employee's representative(s), and the Human Resources Manager.

STEP 3 - CITY MANAGER

If the grievant is not satisfied with the resolution presented by department head, he/she may appeal that decision to the City Manager. Such appeal must be received in writing by the City Manager no later than ten (10) working days after receipt of the Department Head's response. The written notice of appeal shall include the resolution sought, a copy of the Step 11 grievance, and the Department Head's response. If the City Manager believes the grievance is incomplete, he/she shall notify the grievant and his/her representative and the grievant shall be given five (5) working days to perfect the appeal.

The City Manager may appoint a designee, who shall not be the concerned Department Head, to hear the grievance.

The City Manager or his/her designee shall set a meeting date which will not be more than fifteen (15) working days after receipt of the appeal by the City Manager. The grievant, the concerned Department Head, and any other parties requested by the City Manager or designee shall attend the meeting and present oral or documentary evidence relevant to the grievance. The City Manager or his/her designee may also conduct such other independent investigation of the grievance as he/she deems necessary.

Within ten (10) working days following the meeting, the City Manager or his/her designee shall issue a written decision to all parties directly involved in the grievance.

STEP 4 - HEARING OFFICER

If the resolution presented by the City Manager or designee is not satisfactory to the grievant, the grievant may, within ten (10) working days from receipt of the decision, submit a written request to the City Manager for a hearing by an outside hearing officer.

The outside hearing officer shall be selected by the Human Resources Manager and the grievant from a list of qualified individuals provided by the State Mediation and Conciliation Services. The City and the grievant shall alternately strike names from the list. The last name remaining shall be the hearing officer. The party striking first shall be determined by lot.

Upon mutual agreement and with the consent of the hearing officer, the City and the grievant may submit written materials to the hearing officer in lieu of holding a hearing.

If the grievant is not represented by the Association, the Association shall have standing at any hearing as a party of interest but shall not be responsible for costs of the hearing officer.

All interested parties shall be notified by the Human Resources Manager in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

The hearing of the grievance shall be conducted under the following rules:

- a. All hearings shall be private; provided, however, that the grievant may request a hearing open to the public.
- b. Proceedings of the hearing shall be recorded but not transcribed except at the request of either party. The party requesting the transcript shall bear the expense involved unless shared expenses are agreed to by both parties. Should either party request transcripts, a copy shall be made available to the other party.
- c. Either the City or the grievant may call any individual as a witness and/or the hearing officer shall (as legally authorized by City Council action) issue subpoenas by request of either party. If a witness(es) called is a City employee, the City agrees to grant paid release time from work for the period of testimony. The grievant shall appear in person at the hearing, unless physically unable to do so.
- d. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determinations of the truth.
- e. Each party shall have the following rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; and to rebut the evidence against him/her.
- f. Oral evidence shall be taken only on oath or affirmation.
- g. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence, and shall base his/her findings on the preponderance of evidence.
- h. The hearing officer shall render his/her findings in writing as soon after the conclusion of the hearing as possible.
- i. The jurisdictional authority of the hearing officer shall be confined exclusively to the interpretation of the explicit provisions or rules which may be at issue in the grievance. The hearing officer shall have no authority to add to, delete from, alter, or amend any provision of this agreement or of any other City rules, or impose on any party a limitation or obligation not exclusively provided for in this agreement or other City rules, or to alter any salary rate or structure.

A copy of the hearing officer's decision shall be furnished to all parties to the grievance.

The hearing officer's fees and expenses shall be borne equally by the grievant and the City, including the cost of transcription if required by the hearing officer. Each party shall bear the cost of its own presentation including preparation and post hearing briefs.

Both parties agree to make every effort to limit the time spent in the hearing stage of this procedure so as to control the overall costs incurred.

The decision of the hearing officer shall be binding upon both parties to the grievance unless either party chooses to appeal to the Supreme Court under CCP 1085.

ARTICLE 7. LAYOFFS

SECTION 7.1 - DEFINITIONS

CLASSIFICATION:	A job title and description approved by the City Council, which includes a set of job duties and minimum requirements and qualifications.
CLASSIFICATION SERIES:	A series of classifications which are related to each other as set forth in Appendix C of this MOU.
DEMOTION:	Placement in a classification whose top salary is at least 5% less than the top salary of the employee's previous classification.
FULL TIME:	36 or more hours per week.
HIGHER CLASSIFICATION:	A classification having a higher maximum salary.
LAYOFF:	A lay off is effective on the day and at the time that an employee's service to the City is terminated.
LOWER CLASSIFICATION:	A classification having a lower maximum salary.
POSITION:	A particular set of job duties normally assigned to one employee and established by the City Council; each position is assigned to a Classification.
SENIORITY:	<p>An employee's full time service calculated from the employee's initial regular appointment to a position in the General-Public Works or Administrative-Confidential bargaining units.</p> <p>An employee who leaves a classification in the General-Public Works or Administrative-Confidential units and any employee who the City reinstates to a position in the General - Public Works and Administrative-Confidential Units within:</p> <ul style="list-style-type: none">a) one year from resigning or retiring in good standing from a position in the General-Public Works or Administrative-Confidential Units; orb) two years of being laid off or demoted in lieu of layoff from a position in the General-Public Works or Administrative Confidential Units shall have the

seniority points earned before leaving a classification in the General-Public Works or Administrative-Confidential Units added to the seniority points they earn after returning to a classification within the General-Public Works or Administrative-Confidential Units to establish their total seniority points. Only the period of time the employee occupies in a position within a classification in the General-Public Works or Administrative-Confidential Units shall count towards an employee's seniority for layoff.

TRANSFER

Placement in a classification whose top salary is within 5% of the top salary of the employee's previous classification. The employee shall be placed on the salary step nearest the employee's previous salary that does not provide for an increase in salary.

SECTION 7.2 - ORDER OF LAYOFFS

Employees shall be laid off in the following order:

- A. All extra help, temporary, limited term, seasonal and provisional employees in the same department and within the same class shall be laid off before any regular employee is laid off.
- B. The layoff of regular employees shall be in the order in which their names appear on the layoff list for the affected classification, as prepared by the Human Resources Department, with those persons having the least number of points of seniority credit being laid off first.

SECTION 7.3 - LAYOFF LIST COMPUTATION

- A. Every Layoff list shall be established by the Human Resources Department based on information contained in the Human Resources Department Records for each classification.
- B. Regular employees who held seasonal, limited term or provisional status prior to permanent appointment shall receive seniority credit for status only if the service was continuously compensated employment prior to appointment to a permanent position. One point of seniority credit shall be given for each full calendar month of full-time service (one month of full time service is 173.3 hours) in the General-Public Works or Administrative-Confidential Units. Pro rata credit shall be given where the employment is less than full-time and/or the employment is less than a

full month. In the event two or more employees have the same number of seniority points, such tie shall be broken by lot.

SECTION 7.4 - LAYOFF PROCESS

- A. The City Council shall determine the need for layoff by reducing the number of positions in a department or departments and classification or classifications.
- B. The Human Resources Department shall create a citywide seniority list for each classification in which the City Council has reduced the number of authorized positions.
- C. The Human Resources Department shall notify in writing each employee whose position has been eliminated by the City Council of the Council's decision. This notice shall specify the date on which the employee's position is to be eliminated and that the employee is to be laid off on that date or 30 calendar days after receipt of this notice whichever is later. This notice shall include whether or not the employee has the option of displacing a less senior employee in his/her series or of filling a funded, unfilled position.
- D. Any employee receiving a layoff notice, as provided for in paragraph C, shall have the following rights:
 - (1) To fill a funded, unfilled position in the same classification provided they meet the minimum qualifications for the unfilled position. If a funded, unfilled position exists in the same classification as the employee receiving a notice of layoff the employee's sole right is to fill that unfilled position and he/she may not displace a less senior employee.
 - (2) If no funded, unfilled positions exist within the same classification as the employee receiving a layoff notice, and the employee receiving the layoff notice has a greater number of seniority points than one or more other employees in their classification the employee may displace the least senior employee in the classification affected by the layoff.
- E. In order to exercise their rights under paragraph D the employee must notify the Human Resources Department within five (5) business days of receipt of their layoff notice of their desire to be placed in the unfilled position or if there is no unfilled position to displace the least senior employee. Failure to provide the Human Resources Department notice of their desire to displace the least senior employee or to fill a funded, unfilled position within the allotted five (5) business days shall constitute an irrevocable waiver of their rights to displace the least senior employee or to fill a funded, unfilled position. An employee who fails to respond to the Human Resources Department within five (5) business days shall be laid off on the date contained in their notice.
- F. If an employee exercises their right to displace a less senior employee, the less senior employee shall receive a layoff notice as is provided for in Paragraph C

and shall have the same right to notice, displacement of a less senior employee and to fill a funded, unfilled position as the employee whose position was eliminated by the City Council. The process described in Paragraphs C and D shall apply as if the displaced employee's position had been eliminated by the City Council.

SECTION 7.5 - DISPLACEMENT IN LIEU OF LAYOFF

- A. An employee receiving a layoff notice and having more seniority than another employee in the same classification, whose position has not been eliminated, shall have the right to displace the least senior employee in that classification.
- B. If an employee is unable to retain a position under paragraph A then the employee receiving a layoff notice may demote to any lower classification in the classification series of which their classification is a part as set forth in Appendix C of this MOU, even if they have never held a position in the lower classification. The following conditions apply:
 - (1) Each employee demoting pursuant to this Section may ONLY demote to that classification which has the highest salary range at the time the demotion is effective.
 - (2) An employee may demote pursuant to this paragraph provided they have more seniority than an employee in the lower classification or there is a funded, unfilled position in the lower classification, provided they meet the minimum qualifications for the position.
 - (3) If there is a funded unfilled position in the classification to which the employee is demoting the employee demoting will be assigned to that position, provided they meet the minimum qualifications.
 - (4) If there is no funded unfilled position then the employee will be placed in the position in that classification held by the least senior employee, provided they meet the minimum qualifications for the position.
 - (5) An employee receiving layoff notice may displace the least senior employee in the next lower classification within that classification series as set forth in Appendix C of this MOU or in each succeeding lower classification within the classification series.
 - (6) Not all classifications are part of a classification series. This paragraph is applicable only to those classifications series identified in Appendix C.
 - (7) Employees occupying a position for which there is no classification series or for which there are no funded positions in a lower classification in a series whose position is eliminated by the City Council shall be laid off provided they are the least senior employee in the classification in which

the City Council has eliminated one or more positions, unless the employee can fill a funded unfilled position pursuant to Paragraph E.

- C. The Human Resources Department shall identify the one position, if any, to which an employee receiving a layoff notice may move by displacing a less senior employee or filling a funded, unfilled position.
- D. An employee placed in a position pursuant to Paragraphs A through C, who had previously obtained permanent status in the classification to which the position is assigned or in a higher classification in the same classification series as set forth in Appendix C of this MOU, shall not be required to serve a probationary period. An employee who is serving a probationary period at the time of placement in a new position shall be required to complete that probationary period.
- E. An employee who receives a layoff notice and is unable to displace a less senior employee in that classification or to demote to a position in a lower classification in the classification series, will be eligible to demote or transfer to a vacant position, if any such positions exist, within the City for which they meet the minimum requirements and for which on the job training can be provided sufficient that they can perform the duties assigned to that position. Subject to the following conditions:
 - (1) Employees placed pursuant to this paragraph shall serve a probationary period of one year.
 - (2) If more than one such vacant position exists, the appointing authority(s), in conjunction with the Human Resources Department and in consultation with the employee, shall determine which position is to be offered to the employee.
 - (3) If more than one employee is eligible to fill a vacant position(s) the appointing authority(s) may select the employee(s) which best meet the needs of the department(s).
 - (4) Any disputes arising among appointing authorities, or with the Human Resources Department or employee(s) pursuant to this paragraph E shall be resolved by the City Manager whose decision shall be final.

SECTION 7.6 - RE-EMPLOYMENT RIGHTS

- A. Employees laid off or placed in a lower classification in accordance with this article shall be placed on a re-employment list for each classification in which they have reinstatement rights for a maximum of two years in the order of their seniority.
- B. Whenever a vacancy occurs in a classification for which there is a re-employment list, the appointing authority shall appoint the most senior person on

the list provided that person is available and meets the current minimum qualifications for that position.

- C. If no re-employment list exists for the particular classification in which a vacancy occurs but a re-employment list(s) exists for other classifications, and employees on the re-employment list(s) meet the minimum qualifications for the position, can be trained on the job to perform the duties of the position and are available, the appointing authority shall offer the position to one of the employees on the re-employment list(s). If more than one employee on such list or lists meet the minimum qualifications and could be trained on the job to perform the duties of the available position, the appointing authority may select the person to whom the position is to be offered based on the needs of the department in which the vacancy exists. An employee being appointed to a position pursuant to this paragraph shall serve a one year probationary period.

7.7 - SEVERANCE PAY

- A. Employees who have been laid off pursuant to this Article and action by the City Council shall be eligible for compensation at their base hourly rate, in addition to any other payoffs to which the employee is entitled, according to the following schedule:

<u>YEARS OF SERVICE*</u>		<u>PAY PERIODS OF COMPENSATION**</u>
<u>MORE THAN</u>	<u>LESS THAN OR EQUAL TO</u>	
1	2	2
2	3	3
3	4	4
4	5	5
5	6	7
7	8	8
8	9	9
9	10	10
10		13

* Year(s) of service means full calendar year(s) from the employee's date of hire.

** Employees working less than full time at the time a layoff notice is issued to them shall receive the same proportion of full time compensation as the proportion of pay period they were working at the time the layoff notice was issued.

- B. In addition to the cash compensation in paragraph A above employees laid off pursuant to this article and action of the City Council shall continue to receive

City health plan coverage for themselves and their families, if their families are enrolled in the City health plan at the time the layoff notice is issued according to the following schedule:

<u>Years of* Service</u>	<u>Months of Continued Health Plan Coverage**</u>
Less than 1	0
1 but less than 2	1
2 but less than 3	2
3 but less than 4	3
4 but less than 5	4
5 but less than 6	5
6 or more	6

* Year(s) of service means full calendar year(s) from the employee's date of hire.

** Part time employees will receive the same proportion of city paid health insurance as they are receiving at the time the layoff notice is issued and can continue their health insurance coverage if they continue to pay the same additional premium as they are paying at the time the lay off notice is issued.

Laid off employees who become eligible for another employer sponsored health plan shall no longer be eligible for the City paid health plan benefits regardless of the number of months elapsed since the effective date of their layoff and regardless of whether or not they choose to participate in the employer sponsored health plan for which they are eligible.

- C. Employees who are rehired by the City during the period for which they have received benefits under paragraph A above shall repay to the City any compensation in excess of the number of pay periods of their layoff. Employees rehired who have maintained their City sponsored health plan during the period of their layoff shall not be subject to any waiting period or any exclusion for preexisting conditions.
- D. Laid off employees receiving compensation under paragraphs A and or B above are not eligible for any other compensation or benefits such as paid holidays, vacation or sick leave accrual. This paragraph does not affect employees otherwise eligible for Workers Compensation, Long-Term Disability or Retirement benefits.

ARTICLE 8. REOPENER

ARTICLE 8. REOPENER

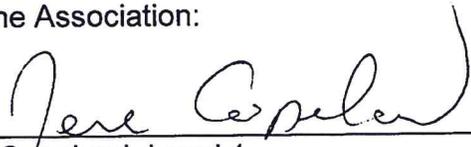
SECTION 8.1 REOPENER ON LAYOFF PROCEDURES

The City and the Association agree to reopen negotiations during the term of this MOU to meet and confer over changes to the layoff provisions and procedures under Article 7.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding this 10 day of March

2015.

For the Association:

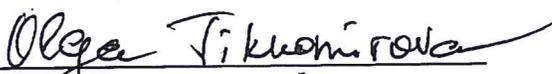


Jere Copeland, Local 1

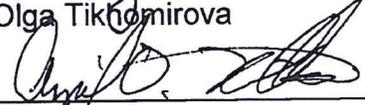


MaryAnne Brand

Debbie McIntyre

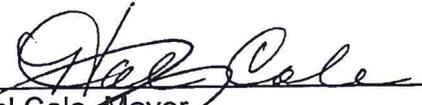


Olga Tikhomirova

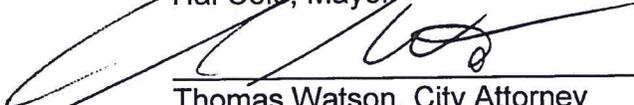


Az Kalik

For the City:



Hal Cole, Mayor



Thomas Watson, City Attorney

APPENDIX A

Confidential Classifications

Administrative Services Assistant
Legal Secretary
Payroll Coordinator

Administrative Classifications

Accountant
Airport Maintenance & Operations Supervisor
Assistant City Clerk
Assistant Management Analyst
Associate Management Analyst
Assistant Public Works Director
Building Official
Facilities Manager
Financial Services Manager
Fleet Manager
Human Resources Specialist
Information Technology Manager
Parks Manager
Permit Center Supervisor
Planning Manager
Principal Accountant
Recreation Manager
Street Manager

APPENDIX B- CLASSIFICATION SERIES

Human Resources Analyst
Assistant City Clerk
Administrative Assistant
Secretary

Senior Administrative Clerk/Senior Human Resources Clerk/Senior Recreation
Receptionist
Administrative Clerk/Human Resources Clerk/Recreation Receptionist

Senior Police Records Technician
Police Records Technician

Airport Maintenance and Operations Supervisor
Airport Maintenance and Operations Technician

Senior Airport Assistant
Airport Assistant

Accounting Manager
Accountant
Grants Coordinator
Senior Accounting Technician
Accounting Technician

Information System's Manager
Network Systems Administrator
Information Systems Specialist
Information Systems Technician

Recreation Supervisor
Recreation Coordinator

Parks Supervisor
Parks Supervisor (Seasonal Programs)
Lead Parks Maintenance Worker
Senior Parks Maintenance Worker
Parks Maintenance Worker
Police Maintenance Worker
Custodian

Planning Manager
Associate Planner
Assistant Planner
Planning Technician

Engineering Manager
Engineering Supervisor/Storm Water Coordinator
Associate Civil Engineer
Assistant Engineer/Environmental Programs Analyst

Senior Public Works Inspector
Public Works Inspector
Engineering Technician

Building Official
Principal Building Inspector
Senior Building Inspector
Building Inspector

Senior Permit Technician
Permit Technician

Fleet Manager
Lead Equipment Mechanic
Equipment Mechanic

Street Superintendent
Street Supervisor
Lead Street Maintenance Worker
Sign Maintenance Technician
Heavy Equipment Operator
Street Maintenance Worker

Facilities Manager
Facilities Worker

Redevelopment & Housing Manager
Housing Rehabilitation Specialist/Loan Program Specialist
Redevelopment & Housing Assistant

Purchasing Manager
Inventory Control Specialist
Purchasing Technician

Legal Analyst
Legal Assistant
Executive Assistant-City Attorney

Associate Management Analyst/Risk Management Coordinator
Assistant Management Analyst

Economic Development Specialist

City of South

APPENDIX C – Salary Table as of October 1, 2014
Bargaining Unit 1400-Admin & Confidential

3427 ACCOUNTANT				7101 FACILITIES MANAGER			
Index Key Value				Index Key Value			
1400/1427 01	28.8257	4,996		1400/1429/01	33.7155	5,844	
1400/1427 02	30.2650	5,246		1400/1429/02	35.3952	6,135	
1400/1427 03	31.7818	5,509		1400/1429/03	37.1697	6,443	
1400/1427 04	33.3681	5,784		1400/1429/04	39.0304	6,765	
1400/1427 05	35.0396	6,074		1400/1429/05	40.9772	7,103	
2105 AIRPORT MAINTENANCE SUPERVISOR				3380 FINANCIAL SERVICES MANAGER			
Index Key Value				Index Key Value			
1400/1426/01	28.4061	4,924		1400/1485/01	44.9808	7,797	
1400/1426/02	29.8287	5,170		1400/1485/02	47.2248	8,186	
1400/1426/03	31.3217	5,429		1400/1485/03	49.5895	8,596	
1400/1426/04	32.8850	5,700		1400/1485/04	52.0650	9,025	
1400/1426/05	34.5265	5,985		1400/1485/05	54.6713	9,476	
3300 ASSISTANT CITY CLERK				3400 FLEET MANAGER			
Index Key Value				Index Key Value			
1400/1422/01	25.2874	4,383		1400/1437/01	37.0898	6,429	
1400/1422/02	26.5548	4,603		1400/1437/02	38.9443	6,750	
1400/1422/03	27.8837	4,833		1400/1437/03	40.8933	7,088	
1400/1422/04	29.2741	5,074		1400/1437/04	42.9366	7,442	
1400/1422/05	30.7413	5,328		1400/1437/05	45.0830	7,814	
2040 ASSISTANT MANAGEMENT ANALYST				1300 INFORMATION SYSTEMS MANAGER			
Index Key Value				Index Key Value			
1400/1425/01	27.8369	4,825		1400/1432/01	43.3646	7,517	
1400/1425/02	29.2310	5,067		1400/1432/02	45.5334	7,892	
1400/1425/03	30.6941	5,320		1400/1432/03	47.8072	8,287	
1400/1425/04	32.2261	5,586		1400/1432/04	50.1956	8,701	
1400/1425/05	33.8348	5,865		1400/1432/05	52.7083	9,136	
2060 ASSOCIATE MANAGEMENT ANALYST				3360 PARKS MANAGER			
Index Key Value				Index Key Value			
1400/1430/01	30.6106	5,306		1400/1471/01	34.2496	5,937	
1400/1430/02	32.1444	5,572		1400/1471/02	35.9620	6,233	
1400/1430/03	33.7547	5,851		1400/1471/03	37.7601	6,545	
1400/1430/04	35.4414	6,143		1400/1471/04	39.6481	6,872	
1400/1430/05	37.2119	6,450		1400/1471/05	41.6305	7,216	
3310 ASST PUBLIC WORKS DIRECTOR				1425 PERMIT CENTER SUPERVISOR			
Index Key Value				Index Key Value			
1400/1410/01	44.1667	7,656		1400/1487/01	30.6106	5,306	
1400/1410/02	46.3750	8,038		1400/1487/02	32.1444	5,572	
1400/1410/03	48.6938	8,440		1400/1487/03	33.7547	5,851	
1400/1410/04	51.1285	8,862		1400/1487/04	35.4414	6,143	
1400/1410/05	53.6849	9,305		1400/1487/05	37.2119	6,450	
1180 BUILDING OFFICIAL				1455 PLANNING MANAGER			
Index Key Value				Index Key Value			
1400/1439/01	40.8025	7,072		1400/1455/01	42.6215	7,388	
1400/1439/02	42.8386	7,425		1400/1455/02	44.7530	7,757	
1400/1439/03	44.9805	7,797		1400/1455/03	46.9879	8,145	
1400/1439/04	47.2365	8,188		1400/1455/04	49.3354	8,551	
1400/1439/05	49.5983	8,597		1400/1455/05	51.8050	8,980	
3370 PRINCIPAL ACCOUNTANT				3320 STREETS MANAGER			
Index Key Value				Index Key Value			
1400/1480/01	34.5908	5,996		1400/1440/01	33.7155	5,844	
1400/1480/02	36.3180	6,295		1400/1440/02	35.4013	6,136	
1400/1480/03	38.1381	6,611		1400/1440/03	37.1714	6,443	
1400/1480/04	40.0417	6,941		1400/1440/04	39.0299	6,765	
1400/1480/05	42.0475	7,288		1400/1440/05	40.9814	7,103	

City of South

3350 RECREATION MANAGER

Index Key Value

1400/1461/01	34.2496	5.937
1400/1461/02	35.9620	6.233
1400/1461/03	37.7601	6.545
1400/1461/04	39.6481	6.872
1400/1461/05	41.6305	7.216

City of South

Bargaining Unit 1500-Admin & Confidential

1560 HR SPECIALIST

Index Key Value		
1500/1560/01	25.2874	4.383
1500/1560/02	26.5548	4.603
1500/1560/03	27.8837	4.833
1500/1560/04	29.2741	5.074
1500/1560/05	30.7413	5.328

6698 LEGAL SECRETARY

Index Key Value		
1500/3518/01	21.2647	3.686
1500/3518/02	22.3326	3.871
1500/3518/03	23.4431	4.063
1500/3518/04	24.6177	4.267
1500/3518/05	25.8494	4.481

1530 HR TECHNICIAN

Index Key Value		
1500/1530/01	18.4429	3.197
1500/1530/02	19.3662	3.357
1500/1530/03	20.3390	3.525
1500/1530/04	21.3531	3.701
1500/1530/05	22.4166	3.886

1545 PAYROLL COORDINATOR

Index Key Value		
1500/1545/01	23.3600	4.049
1500/1545/02	24.5217	4.250
1500/1545/03	25.7503	4.463
1500/1545/04	27.0374	4.686
1500/1545/05	28.3914	4.921

1550 ADMIN SERVICES ASSISTANT

Index Key Value		
1500/1530/01	18.4429	3.197
1500/1530/02	19.3662	3.357
1500/1530/03	20.3390	3.525
1500/1530/04	21.3531	3.701
1500/1530/05	22.4166	3.886