

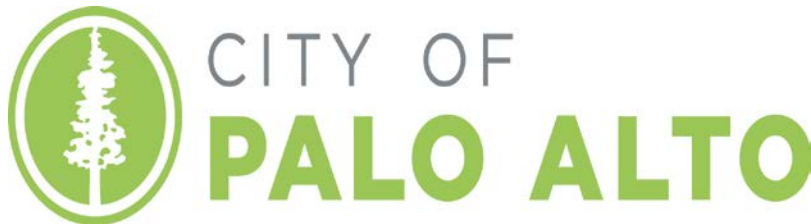
Memorandum of Agreement Between Utilities Management and Professional Association of Palo Alto and the City of Palo Alto effective July 1, 2019 to June 30, 2020

CITY OF PALO ALTO

Memorandum of Agreement

City of Palo Alto and Utilities Management and Professional Association of Palo Alto

**Effective dates:
July 1, 2019 – June 30, 2020**



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PREAMBLE

This memorandum of Agreement between the City of Palo Alto, hereinafter referred to as the “City”, and the Utilities Management and Professional Association of Palo Alto (UMPAPA), hereinafter referred to as the “Association” or “UMPAPA”, has been prepared and entered into in accordance with Title I, Division 4, Sections Chapter 10, 3500-3510 of the California government Code and Chapter 12 of the City of Palo Alto Merit System Rules and Regulations.

ARTICLE I – RECOGNITION

The City recognizes the Association as the exclusive representative of employees occupying positions in the bargaining unit certified by the City in accordance with the decision of Arbitrator Kagel dated April 13, 2011.

ARTICLE II – NO DISCRIMINATION

The Association and the City hereby agree that there shall be no discrimination because of race, color, age, handicap, sex, national origin, sexual or gender orientation, political or religious affiliation under this Agreement. There shall be no discrimination in employment conditions or treatment of employees on the basis of membership or non-membership in the Association, or participation in the lawful activities of the Association.

ARTICLE III – PAYROLL DUES DEDUCTION

The City shall deduct Association member dues, and any other mutually agreed upon payroll deduction from the bi-weekly pay of bargaining unit employees. The dues deduction must be authorized in writing by the employee on an authorization form acceptable to the City and to the Association. City shall remit the deducted dues to the Association as soon as possible after deduction.

ARTICLE IV – WORK STOPPAGE AND LOCKOUTS

The Association, its representatives or members shall not engage in or cause, instigate, encourage, sanction or condone a work stoppage or sympathy work stoppage, withholding of services, leave of absence abuse or work slowdown of any kind against the City of Palo Alto or its citizens by its members during the term of this MOA. No Association member shall refuse to cross any picket line in the conduct of the Utility business, nor shall the Association, its representatives or members discriminate in any way towards anyone who refuses to participate in a work stoppage or any of the job actions cited above. The City agrees that it will not lock out Association members.

ARTICLE V – CITY RIGHT TO MANAGE

The City retains and reserves, without limitation, all powers, rights, authority, duties, and responsibilities to manage the City as stated in the City Merit Rules, Chapter 12, Section 1207(d).

Nothing in this Agreement is to be interpreted as constituting a waiver of the City’s rights and responsibilities to manage the City and create and maintain programs and services that reflect its public’s wishes. The intent of this MOA is to establish wages, working hours, and conditions of employment with the Association.

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ARTICLE VI – Compensation

Section 1 – Job Families and Salary Schedule

Effective the first full pay period following adoption of this Memorandum by Council, all salaries of covered classifications shall be as listed in Appendix A.

Appendix A shall clearly outline benchmark classifications for future total compensation surveys and for the purposes of internal alignment of the Association job families and career paths.

The parties agree to continue a jointly-staffed benchmark committee. All recommendations or research conducted by the committee will be included in the next bargaining process.

Section 2 – Base Salary Increases

Effective the first full pay period following adoption of this Memorandum by Council, the salary schedule in Appendix A will be increased by three (3%) percent for all positions except those positions listed in Appendix A as aligned to the Management and Professional group.

The methodology for implementing these increases will be to:

- a) Increase the salary range of the benchmarked positions within each job family by the above listed base salary increase of three (3%) percent; then
- b) Adjust the salary range of the linked positions within each job family based on their differential from the benchmarked position.
- c) Each individual’s base salary will be increased by the same percentage that was applied to their position’s salary range in a) or b) above.
- d) If an individual’s salary would be reduced based on the implementation of the new salary schedule, then that employee will remain at their current salary until a time when the listed salary is equal to their current pay.

Should the City of Palo Alto Management and Professional group receive an increase to base salary during the term of this Agreement, those positions listed in Appendix A as aligned to the Management and Professional group will receive the same increase to base salary afforded to the corresponding positions. This increase to UMPAPA positions would be effective on the same date of the increases to the Management and Professional group.

Section 3 – Market Based Adjustments

The City will conduct a total compensation study based on the following twelve (12) Cities:

Alameda	Daly City	Mountain View	Santa Clara
Anaheim	Hayward	Redwood City	
Burbank	Long Beach	Roseville	Sunnyvale
		San Jose	

The City’s total compensation study will include a geographic adjustment for cities which are outside of

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the immediate region. Those cities receiving a geographic adjustment are: Anaheim, Burbank, Long Beach, and Roseville. For the purposes of recruiting and retaining employees within the Utility market place, the parties will add to the survey universe data from Pacific Gas and Electric (PG&E) Bay Area region where data can be found. For the term of this agreement, where PG&E data cannot be verified or acquired the parties agree to include an above-median comparator for the purposes of determining benchmarks.

The City's survey is intended to provide a single source of information regarding compensation paid to bargaining unit employees and its comparison to compensation paid by other entities. The survey data does not obligate the City or the Association to propose or agree to any market based adjustments.

ARTICLE VII – HEALTH BENEFITS

Section 1 – Group Insurance

a) Effective Date of Coverage

For newly-hired regular employees coverage begins on the first day of the month following date of hire for the health plan, dental plan, vision care plan, long term disability and life insurance plans if these benefits are elected. Effective on the first of the calendar month falling sixty (60) days after adoption of this MOA, City health premium contributions (medical, dental and vision) will be prorated for part-time employees based on the number of hours per week the part-time employee is assigned to work. Until that time, part-time employees will remain subject to the practice in effect at adoption of this MOA.

b) Active Employee Health Coverage

During the term of this MOA, the maximum City contribution towards medical premiums for eligible full time employees per employee category shall be up to a maximum of the following for any plan:

Medical Premium Category	Maximum City Contribution Effective Jan 1, 2019	Maximum City Contribution Effective Jan 1, 2020
EE only	\$840	\$840
EE plus one	\$1680	\$1680
EE plus family	\$2180	\$2180

For the duration of this MOA if the PEHMCA Minimum charges increase they will be included in the City's maximum contribution and will not result in an increase to the City's maximum contribution rates.

c) Coverage for Domestic Partners.

1. Domestic Partnership Registered with the California Secretary of State: Employees may add their domestic partner as a dependent to their elected health plan coverage if the domestic partnership is registered with the Secretary of State.
2. Domestic Partner Not Registered with the California Secretary of State;; Domestic partners who meet the requirements of the City of Palo Alto Declaration of Domestic Partnership , and are registered with the Human Resources Department, will be eligible for a stipend of two hundred

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and eighty four dollars (\$284) per month toward the cost of an individual health plan. Evidence of premium payment will be required with request for reimbursement.

d) Alternative Medical Benefit Program

If a regular employee and/or the employee's dependent(s) are eligible for medical insurance through another employer-sponsored or association medical plan, the employee may opt for alternative medical insurance coverage through the other employer-sponsored or association plan and waives his/her right to the City of Palo Alto's medical insurance coverage for same individuals. Employees waiving City coverage may receive a stipend of \$284 per month.

e) Retiree Health Plan

a. Employees Hired Prior to January 1, 2004

Monthly City-paid premium contributions for a retiree-selected health plan through the CalPERS Health Benefits Program will be made as provided under the Public Employees' Medical and Hospital Care Act. The City's contribution for an employee hired before January 1, 2004 and whose retirement date is on or after May 1, 2011 shall be the same contribution amount it makes from time to time for active City employees.

b. Post - 1/1/04 Hires

Government Code section 22893 applies to those Unit members hired after January 1, 2004, and provides that, upon retirement from the City an employee is eligible for 50% of the specified employer health premium contribution after ten (10) years of service credit, provided at least five of those years were performed at the City of Palo Alto. After ten years of service credit, each additional service credit year increases the employer contribution percentage by 5% until, at twenty (20) years' service credit; the employee will be eligible upon retirement for 100% of the specified employer contribution and 90% of the contribution for their dependent coverage. The City of Palo Alto's health premium contribution for eligible post - 1/1/04 hires shall be the minimum contribution set by PERS under section Government Code section 22893.

c. For employees hired prior to January 1, 2004 who wish to opt in to Government code section 22893. The City will offer a 90 calendar day period following adoption of this agreement by Council, in which employees hired prior to January 1, 2004 will have the opportunity to opt in to Government code section 22893.

f) Dental Plan

1. The City shall pay covered plan charges on behalf of all eligible employees and dependents. Dependents include eligible domestic partners as defined in Section 1 subsection c of this Article VII, Health Benefits.
2. The City's Dental Plan provides the following:
 - a. Maximum Benefits per Calendar Year- \$2,000 per person

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- b. Lifetime Maximum for Orthodontics- The City will pay up to \$2,000.00 for orthodontia coverage (not included in annual dental maximum)
- c. Major Dental Services 50% UCR*
- d. Orthodontics 50% UCR*
- e. Basic Benefits (All other covered services)
 - i) First Calendar Year of Eligibility 70% UCR*
 - ii) Subsequent Calendar Years 70%-100%
 - iii) *Usual, Customary, and Reasonable
 - iv) For each dental plan member, the percentage of coverage for basic benefits will begin at 70% for the first calendar year of coverage and increase by 10% (up to a maximum of 100%) effective the first day of the next calendar year as long as the member utilizes the plan at least once during the current year. Per the Delta Dental contract effective October 1, 2005, if the member does not use the plan during the current year, the percentage of coverage for the next calendar year shall remain unchanged from the current year.
 - v) If a dental plan member loses coverage under the plan, the applicable percentage of coverage for basic benefits provided during any future period of coverage will commence at 70% as if the dental plan member was a new enrollee. Examples of when a member might lose coverage under the plan include:
 - Employee goes on an unpaid leave of absence and elects not to pay the required dental premiums for his/her family's coverage during the leave.
 - Employee elects to drop one or more covered dependents from the plan during an open enrollment period so that they might be covered on a spouse's non-City of Palo Alto dental plan.

g) **Vision Care**

1. The City shall provide vision care coverage for employee and dependents. Coverage is administered by Vision Service Plan (VSP). The plan will provide an exam every 12 months; lenses every 24 months; frames every 24 months, all subject to a twenty dollar (\$20) co-payment as defined in the Vision Services Benefits Plan A schedule.
2. Dependents include eligible domestic partners as defined in Section 1, Subsection c of this Article VII, Health Benefits.

- h) **No dual coverage for dental and vision benefits.** When a City employee is married to or has a registered domestic partner with the California Secretary of State with another City employee, each shall only be covered once. (as an individual or as a spouse of the other City employees, but not both) and dependent children, if any, shall be covered by only one spouse.

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i) Basic Life Insurance

The City shall provide a basic group term life insurance with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to the employee's annual basic pay (rounded to the next highest \$1,000) at no-cost to the employee. AD&D pays an additional amount equal to the employee's annual basic pay (rounded to the next highest \$1,000).

j) Supplemental Life And AD&D Insurance

An employee may, at his/her cost, purchase additional life insurance and additional AD&D coverage equal to one- or two-times his or her annual salary. The maximum amount of life insurance available to the employee is up to \$325,000 and the maximum amount of AD&D coverage available is up to \$325,000.

k) Long Term Disability Insurance

The City shall provide long term disability (LTD) insurance with a benefit of 2/3 monthly salary, up to a maximum benefit of ten thousand dollars (\$10,000) per month. The LTD plan will have a waiting period of sixty days, as provided by the applicable carrier agreement. The City shall pay the premium for the first six thousand dollars (\$6,000) of base monthly salary. For employees whose base monthly salary exceeds six thousand dollars (\$6,000), the employee shall pay the cost of the required premium based upon their monthly salary between six thousand dollars (\$6,000) and fifteen thousand dollars (\$15,000).

l) Employee Assistance Plan

The Employee Assistance Plan (EAP) provides employees with confidential personal counseling, work and family related issues, eldercare, substance abuse, etc. In addition, EAP programs provide a valuable tool for supervisors to refer troubled employees to professional outside help. This service staffed by experienced clinicians is available to employees and their dependents by calling a toll-free phone line twenty-four (24) hours a day, seven days a week. Guidance is also available online.

Article VIII – Deferred Compensation Match

Effective January 1, 2019 the City will match employee contributions into their City approved 457 plans up to a maximum of \$4000. No combination of Employee and Employer funds can exceed the IRS limits for City approved 457 plans. The table below is for illustrative purposes only:

Employee Contribution	Employer Matching Contribution
\$1,000	\$1,000
\$2,500	\$2,500
\$4,000	\$4,000
\$11,000	\$4,000

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ARTICLE IX – LEAVES

Section 1 – Sick Leave

- a) Sick leave shall be accrued bi-weekly provided the employee has been in a pay status for 50 percent or more of a bi-weekly pay period. Sick leave shall be accrued at the rate of 3.7 hours per bi-weekly pay period for those employees working a forty-hour duty schedule. Those assigned work schedules, which are greater or lesser than forty hours will accrue sick leave at the ratio of their work schedule to forty hours.
- b) Employees may use up to twenty hours of sick leave per calendar year for personal business. The scheduling of such leave is subject to the approval of the appropriate level of Management.
- c) Employees leaving the municipal service shall forfeit all accumulated sick leave, except as otherwise provided by law and by Section 609 of the Merit Rules and Regulations. In the event that notice of resignation is given, sick leave may be used only through the day which was designated as the final day of work by such notice.
- d) Employees that were hired before December 1, 1983 and who leave the municipal service in good standing, or who die while employed in good standing by the city, and who have fifteen or more years of continuous service shall receive compensation for unused sick leave hours in a sum equal to two and one-half percent of their unused sick leave hours multiplied by their years of continuous service and their basic hourly rate of pay at termination. Full sick leave accrual will be paid in the event of termination due to disability. See Merit System Rules and Regulations, Chapter 6, Section 609.
- e) Up to nine days of sick leave per calendar year may be used for illness in the immediate family, including a registered domestic partner.
- f) Employees eligible, as specified above if hired before December 1, 1983, to be compensated for sick leave may annually convert sick leave hours in excess of 600 to cash or deferred compensation, according to the formula set forth above, up to a maximum of \$2,000 per fiscal year.

Section 2 – Management Annual Leave

At the beginning of each calendar year designated exempt employees will be credited with 80 hours of management annual leave. This leave is granted in recognition of the extra hours exempt employees work over their regular schedule. This leave may be taken as paid time off, added to vacation accrual (subject to vacation accrual limitations), taken as cash or taken as deferred compensation. When time off is taken under this provision, 10-hour shift workers will receive one shift off for each 8 hours charged. Entitlement under this provision will be reduced on a prorated basis for part-time status, or according to the number of months in paid status during the fiscal year; employees who have used more than the pro-rated share at the time they leave City service shall be required to repay the balance or have it deducted from their final check. Unused balances as of the end of the calendar year will be paid in cash unless a different option as indicated above is elected by the employee.

Section 3 – Vacation

Vacation will be accrued when an employee is in pay status and will be credited on a bi-weekly basis. Total vacation accrual at any one time may not exceed three times the annual rate of accrual. Each eligible employee shall accrue vacation at the following rate for continuous service performed in pay status:

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- a) Less than nine years. For employees completing less than nine years continuous service: 120 hours vacation leave per year; provided that:

The City manager is authorized to adjust the annual vacation accrual of employees hired on or after July 1, 2001, to provide up to 40 additional hours (i.e., to a maximum annual accrual of 160 hours) for service with a prior employer.

- b) Nine, but less than fourteen years. For employees completing nine, but not more than fourteen years continuous service; 160 hours vacation per year.
- c) Fourteen, but less than nineteen years. For employees completing fourteen, but not more than nineteen years continuous service; 180 hours vacation leave per year.
- d) Nineteen or more years. For employees completing nineteen or more years continuous service; 200 hours vacation leave per year.
- e) Employees are eligible to cash out vacation accrual balances in excess of 80 hours. An employee may cash out a minimum of eight (8) hours to a maximum of 120 hours of accrued vacation provided the employee has taken 80 vacation hours in the previous 12 months and has followed the election procedures set forth in this section.

Employees must elect the number of vacation hours they will cash-out during the next calendar year, up to the maximum of 120 hours. The election will apply only to vacation hours that are accrued in the next calendar year and that are eligible for cash-out.

The election to cash-out vacation hours in each designated year will be irrevocable. This means that employees who elect to cash-out vacation hours must cash-out the number of accrued hours pre-designated on the election form.

Employees who do not elect a cash-out amount by December 31 of the prior calendar year will be deemed to have waived the right to cash out any leave in the following tax year and will not be eligible to cash-out vacation hours in the next tax year. Employees who elect cash-out amounts may request a cash-out at any time in the designated tax year by submitting a cash-out form to payroll. Payroll will complete the cash-out upon request, provided the requested cash-out amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours designated for cash-out is not available at the time of cash-out request, the maximum available will be paid. For employees who have not requested cash-out of the elected amount by November 1 of each year, Payroll will automatically cash-out the elected amount, or the maximum available amount, in a paycheck issued on or after the payroll date including November 1.

Section 4 – Bereavement

Leave of absence with pay of three days may be granted to an employee by the head of his/her department in the event of death in the employee’s immediate family, which is defined for purposes of this section as wife, husband, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild, aunt, uncle, niece, nephew, registered domestic partner, or a close relative residing in the household of employee. Such leave shall be at full pay and shall not be charged

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against the employee's accrued vacation or sick leave. Requests for leave in excess of three days shall be subject to the approval of a Council-Appointed Officer for employees under his/her control.

Section 5 – All Other Leaves

For all other leaves of absence refer to Chapters 5 and 8 of the City's Merit Rules and Regulations.

Section 6 – Vacation Benefits for Deceased Employees

An employee who is eligible for vacation leave and who dies while in the municipal service shall have the amount of any accrued vacation paid to the employee's estate within thirty days. This proration will be computed at the last basic rate of pay.

Section 7 – Voluntary Leave Program

If permitted by agreement between the City and the Association, members of the Association may participate in the "Voluntary Leave Program" to assist in maintaining the pay of an employee who is eligible by virtue of a qualifying catastrophic medical condition. Such participation, when authorized by City- Association agreement, shall be allowed only as long as the donors remain anonymous (unless disclosure is required by law).

ARTICLE X – WORKERS' COMPENSATION

Section 1 – Employees unable to work due to occupational injury, illness or disease

Employees unable to work due to occupational injury, illness or disease will be required to report to management to discuss his or her status and ability to return to work on restricted or unrestricted duty, subject to the limitations imposed by applicable law. This requirement is not meant to unreasonably restrict employee's activities while off work due to such incapacity as long as such activities are cleared by the treating physician, treating program or alternative treatment program and the employee is available for restricted or unrestricted duty as soon as medical clearance can be received.

Section 2 – Temporary Disability

While temporarily disabled, employees shall be entitled to use accrued sick leave for the first three (3) days following the date of injury and thereafter shall be paid full base salary for a period not to exceed fifty-seven (57) calendar days (including Saturdays, Sundays and Holidays), unless hospitalized, in which case employees shall be paid full base salary for a period not to exceed sixty (60) days from date of injury.

For any temporary disability continuing beyond the time limits set forth above, employees shall be paid two-thirds (66.66%) of their full base salary at the time of injury for the duration of such temporary disability in conformance with State law.

During the period of temporary disability, an employee's eligibility for health, dental, life, LTD, or other insured program will continue with City contributions at the same rate as for active employees and vacation and sick leave benefits shall continue to accrue. In case of temporary disability beyond the time limits set forth above, sick leave and vacation benefits shall not be accrued.

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ARTICLE XI – RETIREMENT PENSION

a) Employees hired before July 17, 2010

1. Retirement formula. Effective pay period inclusive of 1/6/07, the City's Public Employees' Retirement System (PERS) benefits changed to the 2.7%@ 55 formula for non-safety members (from 2% @55).
2. Employee contributions. Employees under the 2.7%@55 retirement formula will pay the full eight percent (8%) employee contribution.
3. Final compensation. Final compensation for purposes of retirement shall be as set forth in the City's contract with CalPERS, including, when applicable, the Government Code Section 20692 Optional Benefit.

b) Employees hired on or after July 17, 2010.

1. Retirement formula. For miscellaneous employees hired on or after July 17, 2010, or on or after January 1, 2013 who are not subject to the pension formula in the Public Employees' Pension Reform Act (PEPRA), the City offers the CalPERS retirement formula two percent (2.0%) of final salary at age sixty (60).
2. Employee contributions. Employees under the 2%@60 retirement formula will pay the full seven percent (7%) employee contribution.
3. Final compensation. Final compensation for purposes of retirement shall be as set forth in the City's contract with CalPERS, including, when applicable, the Government Code Section 20692 Optional Benefit or as required by law.

c) New Employees hired on or after January 1, 2013

Employees hired on or after January 1, 2013 who are "new members" as defined by the California Public Employees' Pension Reform Act (PEPRA), will be subject to the terms of that statute including but not limited to the following provisions:

1. Retirement formula. Effective for employees hired on or after January 1, 2013, the PEPRA requires the City to provide new employees, as defined in that law, the CalPERS retirement formula two percent of final salary at age 62 (2%@62).
2. Employee contributions. Employees under the 2%@62 formula shall pay at least 50 percent of the total normal cost or the same contribution rate as "similarly situated" employees, whichever is higher.
3. Final compensation. Final compensation for employees under the 2%@62 benefit shall be as set forth in PEPRA, including calculation based on the average of three highest consecutive years and a cap on pensionable compensation (currently \$136,440) based on IRS limits for employers that do not participate in social security.

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- d) Effective as soon as administratively feasible but no sooner than the first full pay period of March 2019, bargaining unit employees shall contribute 1% of their salary toward the employer cost of retirement.

Pensions Group	Pension Formula	Employee Contribution	Contribution to Employer Side	Total Contribution from Employees
Group A	2.7@ 55	8%	1%	9%
Group B & C	2@60	7%	1%	8%
Group D	2@62	50% of the normal Cost (Currently 6.25%)	1%	Will fluctuate (Currently 7.25%)

- e) Employee CalPERS contributions tax deferred. Employee CalPERS contributions shall be made on a tax deferred basis, in accordance with Section 414(h)(2) of the Internal Revenue Code. All provisions of this subsection are subject to and conditioned upon compliance with IRS regulations.

ARTICLE XII – MISCELLANEOUS

Section 1 – Reimbursement for Relocation Expense

The City of Palo Alto, in rare instances, may, provide a Basic Relocation Benefits Package for new employees, upon the approval of the City Manager or designated subordinate. In addition, the provision of “Optional Benefits”, or portions thereof, may be extended for exceptional circumstances and only by approval of the City Manager or designee. The details of the Relocation Expense program are specified in the City’s Relocation Expense policy.

Section 2 – Meal allowance

Employees assigned to attend night meetings or who travel for business purposes are eligible to receive reimbursement as described by City policy. This provision covers only receipted meals actually taken and submitted for reimbursement.

Section 3 – Reduction in Workforce

The City will make every effort to provide written notice of its intent to lay off employees in this unit and will meet with Association upon request to discuss alternatives to layoff.

Section 4 - Contracting Out

- a. As provided in subsection b, the City shall provide notice of any planned action(s) that would result in the layoff of one or more Association bargaining unit members and where either of the following apply:
1. The planned City action(s) is to contract out work historically and exclusively performed by Association bargaining unit members;
 2. The planned City action is to substantially increase the scope or amount of work historically but not exclusively performed by Association bargaining unit members (e.g. work shared with other City employees outside the Association bargaining unit or contractors).
- b. The City shall deliver written notice to the Association at least thirty (30) days before it implements any action(s) described in subsection a. Within seven (7) days after it receives such notice, the

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Association may deliver to the City's Chief People Officer a written request to meet and discuss the effects of the City action(s). After the City's receipt of such request, the parties will promptly meet and undertake discussions. The discussions will conclude no later than the thirtieth (30th) day following the Union's receipt of the City's notice of the planned action(s), as described above. Thereafter, the City may implement the action(s) without further discussion as originally planned or as modified as a result of such discussions. If the Association does not deliver timely notice of its desire to meet and discuss the effects of the action(s) identified in the City's notice, the City may proceed with the planned action(s).

- c. The City retains its right to determine the methods, means, and personnel by which services are carried out at its sole discretion in circumstances not covered by subsection a above.

Section 5- Association Security

a) When a person is hired in any of the covered job classifications, the City shall notify that person that the Association is the recognized bargaining representative for the employee in said Association and give the employee a current copy of the Memorandum of Agreement.

b) Members of the Association Board may use a reasonable amount of on-duty time without loss of pay to meet with the City specifically related to representation of employees.

For purposes of this section, representation shall include:

(i) Meetings with represented employees or the City related to a grievance or disciplinary action, including investigation and preparation time.

(ii) Any meeting with the City related to benefits, working conditions or other terms and conditions of employment.

Section 6- Notification to the Association

The Association shall be informed in advance in writing by the City before any proposed changes not covered by this Memorandum of Agreement are made in benefits, working conditions, or other terms and conditions of employment which require meet and confer or meet and consult process.

Section 7- Association Representative Access to Work Locations

Employee and nonemployee representatives of the Association will be granted access to City work locations to conduct business related to the administration or negotiation of the parties' Memorandum of Agreement, as long as advance arrangements for such visits have been made with the affected department manager and no disruption of work occurs.

Section 8- Release Time

The Association Chair, Vice-Chair or his or her-designee in the representation unit may use a reasonable amount of time without loss of pay for matters related to the bargaining process, labor relations, and administration of the MOA, violations of the MOA, grievances, disciplinary

Section 9- Personnel Files

Records of all disciplinary actions shall be kept in the central personnel file. Employees shall be entitled to sign and date all action forms in their personnel files. Employees are entitled to review their personnel files upon written request or to authorize, in writing, review by their Association representatives. An employee shall be allowed, copies of materials in an employee's personnel file.

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ARTICLE XIII – GRIEVANCE PROCEDURE

Section 1 - General Provisions

The City and the Union recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of Union grievances as provided for below. In presenting a grievance the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Section 2 – Definitions

Grievance means an unresolved complaint or dispute regarding the interpretation or application of this Memorandum of Agreement, excluding however those provisions of this MOA which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance.

Section 3 - Conduct of Grievance Procedure

- a) An aggrieved employee may be represented by the Union or may represent himself/herself in preparing and presenting a grievance at any level of review. No grievance settlement may be made in violation of an existing merit rule or memorandum of agreement.
- b) An employee and the representative steward, if any, may use a reasonable amount of work time so long as there is no disruption of work, in conferring about and presenting a grievance. Requests for release time to prepare grievances shall be made in advance and approved by the immediate supervisor.
- c) The time limits specified in this Article may be extended by mutual agreement in writing of the aggrieved employee or the Union and the reviewer concerned.
- d) Should a decision not be rendered within a stipulated time limit, the grievant may immediately appeal to the next step.
- e) The grievance shall be considered settled if the decision of any step is not appealed within the specified time limit.
- f) Grievances shall be made in writing and submitted on forms provided by the City. The written grievance shall contain clear, factual and concise language, including: (1) the name of the grievant; (2) a statement of the facts upon which the grievance is based, including relevant dates, times and places; (3) specific provisions of this Agreement the grievant alleges has been violated; (4) a summary of any steps taken toward resolution; and (5) the action the grievant believes will resolve the grievance.
- g) Any retroactivity on monetary grievances shall be limited to the date of occurrence, except in no case will retroactivity be granted prior to three months before the grievance was filed in writing.
- h) For purposes of time limits, “working days” are considered to be Monday through Friday, exclusive of City holidays.
- i) If a mutually agreed solution is reached during any step of this grievance procedure, the agreement shall be placed in writing and signed by the City and the grievant or union.

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- j) Upon request of either party, meetings to discuss the grievance shall be held at any step in the grievance procedure.

Section 4 - Grievance and Appeal Procedure

Step I. Informal Discussion

Within fifteen (15) working days after the incident or discovery of the incident on which the grievance is based the aggrieved employee shall present the grievance action to his or her immediate supervisor and attempt to resolve the grievance through informal discussions. Every attempt will be made to settle the issue at this level.

Step II. Formal Grievance

If the grievance is not resolved through the informal discussion in Step 1 the employee will reduce the grievance to writing and submit copies to the Department head or his or her designee within fifteen (15) working days of the discussion with the immediate. The Department Head or designee shall have fifteen (15) working days from the receipt of a written grievance to review the matter and prepare a written statement.

Step III. Human Resources Director

If the grievance is not resolved and/or the aggrieved employee is not satisfied with the Step II decision, the grievant may appeal to the Human Resource Director or his or her designee in writing within fifteen (15) working days of the receipt of the Department Head's response. The written appeal to the Human Resources level shall include a copy of the original grievance, the Department Head's decision at Step II, and a clear statement of the reasons for appeal. Within fifteen (15) working days, after receiving the written appeal, the Human Resource Director shall review the matter and prepare a written statement. If a mutually agreed solution is reached during this process the agreement shall be placed in writing and signed.

Step IV. City Manager /Arbitration

If the grievance is not resolved at Step III, the aggrieved employee may choose between final and binding resolution of the grievance through appeal to the City Manager or through appeal to final and binding arbitration. For the term of this Memorandum of Agreement, appeals to final and binding arbitration may be processed only with Union approval. All Step IV appeals must be filed in writing at the Human Resources Department Office within fifteen (15) working days of receipt of the Human Resource Director's decision at Step 3.

If the grievant or appellant elects final and binding resolution by the City Manager, the City Manager will choose the methods he or she considers appropriate to review and settle the grievance. The City Manager shall render a written decision to all parties directly involved within fifteen (15) working days after receiving the grievant/appellant's appeal.

If the grievant/appellant elects final and binding arbitration in accordance with this provision, the parties shall mutually select an arbitrator. In the event the parties cannot agree on an arbitrator, they shall mutually request a panel of five arbitrators from the California State Conciliation Service or from the American Arbitration Association if either party objects to the State Conciliation Service, and select an arbitrator by the alternate strike method.

The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Memorandum of Agreement. The arbitrator shall be without power to make any decision contrary to, or inconsistent with or modifying in any way, the terms of this Memorandum Of

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Agreement. The arbitrator shall be without authority to require the City to delegate or relinquish any powers which by State law or City Charter the City cannot delegate or relinquish. Copies of the arbitrator's decision shall be submitted to the City, the aggrieved employee and the Union. All direct costs emanating from the arbitration procedure shall be paid in full by the party in which the decision was found against.

ARTICLE XIV – FULL UNDERSTANDING

Section 1 – Full Understanding

The Memorandum of Agreement contains the full and entire understanding of the parties regarding the matters set forth herein.

Section 2 – Severability

If, at the conclusion of any applicable appeals, any provision of this Memorandum of Agreement is ultimately held invalid and unenforceable by a decision of the relevant Court or Administrative Agency of competent jurisdiction such holding shall apply only to the provision(s) of this Memorandum of Agreement specified in the decision. Such decision shall not invalidate any other portion of this Memorandum of Understanding, and the unaffected provisions shall remain in full force and effect. The Parties agree that within ten (10) days after the date of such decision, they shall meet and confer in an effort to negotiate a substitute for the invalidated provision(s).

Section 3 – Good Faith

Ordinances, resolutions, rules and regulations enacted pursuant to this Memorandum of Agreement that regulate matters within the scope of representation shall, to the extent they are within the scope of representation, be administered in good faith.

Section 4 – Mid-Contract Negotiations

Subjects within the scope of representation that are not covered by this Memorandum of Agreement remain subject to the duty to meet and confer in good faith on timely notice and request. Neither party is obligated to meet and confer over matters within the scope of representation covered by this Memorandum of Agreement, except for purposes of negotiating over the terms of a successor to this Memorandum of Agreement.

Section 5 – Merit System

Merit System Rules and Regulations, during the term of this Memorandum of Agreement, Management may propose certain changes in the City Merit System Rules and Regulations. With regard to such changes which pertain to the representation unit, the parties agree to review, and upon request, meet and confer regarding the changes.

ARTICLE XV-DURATION

This Memorandum of Agreement shall become effective once the Memorandum of Agreement is signed by the parties hereto and adopted by the City Council. This Memorandum of Agreement shall remain in effect through June 30, 2020. At the request of either party negotiation of a successor agreement shall commence, however they should begin no sooner than 6 months prior to expiration of this agreement and no later than 3 months prior to the expiration of this agreement.

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For the City:

DocuSigned by:
Ed Swikada

Ed Swikada, City Manager

DocuSigned by:
Rumi Portillo

Rumi Portillo, Human Resources Director

DocuSigned by:
Nicholas Raisch

Nick Raisch, Manager Employee Relations

DocuSigned by:
Tori Anthony

Tori Anthony, Sr. HR Administrator

For the Association:

DocuSigned by:
Jim Buitor

Jim Buitor, UMPAPA President

DocuSigned by:
Richard Baptist

Richard Baptist, UMPAPA Vice President

DocuSigned by:
Tom Auzenne

Tom Auzenne, UMPAPA Negotiator

DocuSigned by:
Mike Mintz

Mike Mintz, UMPAPA Negotiator

DocuSigned by:
Alan Davis

Alan Davis, UMPAPA Outside Counsel

Appendix A SALARY SCHEDULE

			Current
Differential to BM*	Benchmarked Position	Aligned Positions	Max Salary
Operations			
31.00%		AD Operations	\$ 234,888.74
15.00%		Electric Operations Mgr WGW Operations Mgr	\$ 206,200.04
BM	Utilities Supervisor		\$ 179,304.38
-25.00%		Utl Safety Officer	\$ 134,478.29
Resource Planning			
31.00%		AD Resource Planning	\$ 247,267.80
BM	Senior Resource Planner		\$ 188,754.05
-10.00%		Telecom Manager	\$ 169,878.64
-10.00%		Manager UPS	\$ 169,878.64
Engineering			
31.00%		AD Engineering	\$ 253,273.35
15.00%		Electric Engineering Manag WGW Engineering Manager	\$ 222,339.20
BM	Senior Electrical Engineer		\$ 193,338.43
0.00%		Compliance Mgr	\$ 193,338.43
0.00%		Senior Engineer	\$ 193,338.43
-10.00%		Supv Proj Engineer	\$ 174,004.59
-10.00%		Supv Proj Elec Engineer	\$ 174,004.59
Customer Support Services			
31.00%		AD Customer Support	\$ 222,291.36
BM	Manager Customer Service Manager Utl Credit Collections		\$ 169,688.06
Administrative			
31.00%		Utl Strategic Business Mgr	\$ 209,253.82
BM	Mgr Communications		\$ 159,735.74
	Aligned to M&P**	Principal Business Analyst	\$ 176,508.80
	Aligned to M&P**	Senior Business Analyst	\$ 154,107.20
	Aligned to M&P**	Senior Management Analyst	
	Aligned to M&P**	Administrative Assistant	\$ 93,017.60

Note 1: *BM stands for Benchmark and is associated with the selected classification that establishes increases for a given job family

Note 2: **These classification are aligned to Management and Professional group due to matching classification

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Appendix B

This agreement does not resolve and is without prejudice to compliance with a final decision by PERB in case No. SF-CE-1413. This paragraph is not intended to preclude the City from pursuing a petition for review in the court of appeal.