

MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 101
UNIT 6**



DECEMBER 17, 2017 – DECEMBER 26, 2020

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA CLARA AND
LOCAL 101, A.F.S.C.M.E. REPRESENTING
CITY OF SANTA CLARA FIELD OPERATIONS AND MAINTENANCE UNIT NO. 6
DECEMBER 17, 2017 – DECEMBER 26, 2020**

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA CLARA AND
LOCAL 101, A.F.S.C.M.E. REPRESENTING
CITY OF SANTA CLARA FIELD OPERATIONS AND MAINTENANCE UNIT NO. 6
DECEMBER 17, 2017 – DECEMBER 26, 2020**

In accordance with the provisions of Section 18 of the City of Santa Clara Employer-Employee Relations Resolution, this Memorandum of Understanding was made and entered into by and between the designated representatives of the City of Santa Clara (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title I of the Government Code of the State of California), hereinafter referred to as the City, and Local 101, A.F.S.C.M.E., the recognized majority representative of the City of Santa Clara Field Operations and Maintenance Unit No. 6, hereinafter referred to as the Union. This agreement constitutes the results of discussions between the City Management Staff and the Union on all matters within the scope of representation. The term of this agreement shall be from December 17, 2017 through December 26, 2020.

WITNESSETH that:

WHEREAS the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, Union, and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City,

NOW, THEREFORE, the parties hereto do agree to propose and recommend that the City Council adopt the following, effective as indicated:

1. WAGE ADJUSTMENT

A. Effective retroactive to December 17, 2017, for purposes of base wage and overtime, for persons employed on the date the City Council approves this MOU, employees shall receive a 3.0% wage increase. Effective the first full pay period of the 12/18-12/19 MOU year, employees shall receive a further 1.0% wage increase. Effective the first full pay period of the 12/19-12/20 MOU year, employees shall receive a further 2.5% wage increase.

B. For the duration of this MOU, the provisions specified below in this Section 1(B) are suspended.

On or before April 1, 2001, and April 1, 2003, the Union may present comparison data between Santa Clara and the cities of Mountain View, Palo Alto, San Jose and Sunnyvale and Santa Clara County for not more than fifteen (15) represented classification which has total compensation after five years of service in that classification that is more than 2.5% below the average of the classification determined to be responsible for essentially the same work in the comparison jurisdictions. The determination of comparability shall be provided by the Santa Clara County Employee Relations Service (ERS). If there are less than two appropriate comparisons among the jurisdictions listed, no adjustment will be made even though Santa Clara is more than 2.5% below the comparison jurisdiction. If there are less than two comparable classes available within the comparison jurisdictions, the Union may present comparable information from at least two and up to

five cities or special districts, including any benchmark agency, within Santa Clara, San Mateo and Alameda counties for consideration. In the event less than five comparison agencies are provided by the Union, the City will attempt to identify additional comparison agencies to provide for five comparisons. Following verification by the City of Santa Clara being 2.5% or more below the average total compensation in the comparison jurisdictions, the City will place the Santa Clara class on the "G" Salary Schedule which brings total compensation to equal to or above the comparison average, effective the first pay period which begins in July, 2001, or July, 2003.

- C. It is recognized by both parties to this agreement that it is their mutual responsibility to independently verify, to the extent possible, the accuracy of the information upon which total compensation adjustments are made. Should it be discovered by either party that adjustment(s) to salary and fringe benefits are based on erroneous information or has been erroneously computed, the necessary corrective action will be taken as soon as practical after the discovery and notice of the error has been given. It is the mutual responsibility of both parties to report any suspected error immediately upon discovery to the other party. However, the period for which there will be a right to recover any monies which are either overpaid by the City or underpaid to the employee shall be limited to an adjustment period of up to 90 calendar days from the date the error was first reported to the other party. The corrective action will be taken even in circumstances where the error may bridge successive MOU's, but the recovery will still be limited to amounts owed or owing during the prior 90 calendar days. The 90 calendar day period will begin upon the date of written notification by personal service upon the other party.

Right of recovery by the City of overpayment shall be limited to recovery over the same time period as the overpayment was made. Said repayment will begin with the next paycheck following final determination of the amount to be repaid. Underpayment to the employee shall be made by the City in a lump sum of the amount owed on the next regular paycheck following final determination of the amount to be paid.

- D. The City and AFSCME will meet and confer regarding implementation of a City-wide classification policy during the term of this MOU.
- E. Prior to MOU negotiations, the City will prepare a total compensation survey by computing the total compensation effective October 1 afforded similarly represented classifications of Equipment Operator in the comparing agencies of the cities of San Jose, Mountain View, Palo Alto, Santa Clara County and Sunnyvale and obtaining the average total compensation afforded those agencies. The definitions of the compensation elements used in the survey follow.

DEFINITIONS

1. Salary - Fifth step in the monthly salary range for classification (excluding seniority or

	longevity steps).
2. Life, Health, Dental, Vision, Retiree Medical, other Insurance -	Maximum agency monthly contribution per employee to insurance premiums plus maximum agency monthly contribution to other fringe benefit insurance premiums. For retiree medical, maximum monthly amount for which current fifth year employee would be eligible if the employee retired.
3. Retirement -	Monthly employer contribution to social security plans and monthly blended employer rater contributions to retirement.
4. Holiday Pay -	Number of paid holiday hours per year times the base hourly rate, divided by 12.
5. Vacation Pay -	Maximum number of annual paid vacation hours allowed by agency per employee upon completion of five (5) years' service times the base hourly rate, divided by 12.
6. Other -	Monthly salary equivalent of or maximum monthly agency contribution to other fringe benefits available to all full-time agency employees. To be eligible for inclusion in comparison data, such benefits of the comparing jurisdiction must be of a reoccurring nature or become part of their compensation base. This category includes the City's monthly contributions to employee's VEBA accounts
7. Total Compensation -	The sum of Items 1 through 6 above.

TABULAR DESCRIPTION OF
ADJUSTMENT OF TOTAL COMPENSATION

For the duration of this MOU, the provisions specified in this TABULAR DESCRIPTION OF ADJUSTMENTS OF TOTAL COMPENSATION are suspended.

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Upon adoption of MOU for 1999 and by December 15, 2000, 2001 and 2002	Union presents its determination of total compensation monies among element areas noted in Item I-A and in accord with the above action.
Pay Period established as effective date of MOU, December 24, 2000 and December 23, 2001 and December 22, 2002	City implements Union's determination of allocations as verified by the City.
By April 1, 2000 and April 1, 2003	Union presents its comparison data as defined under Section 2.I, if any, on represented classifications which are 2.5% or more below survey average in total compensation after application of the common salary adjustment provided for in the MOU for 2000, 2001, 2002, 2003 for verification by the City.
After July 1, 2001 and July 1, 2003	City implements salary increases on Salary Schedule "G" for classifications determined to be 2.5% or more under the survey average in total compensation as necessary to bring those classifications to equal or above the survey average.

2. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

The City has contracted with CalPERS to provide employees with the 2.7% at age 55 formula effective December 17, 2006 for "Classic" or "Legacy" employees as defined by CalPERS and the Public Employees' Pension Reform Act of 2013 (PEPRA) and the 2.0% at 62 with "highest three year average" for "New Members" as defined by CalPERS and PEPRA. Classic/Legacy employees shall continue to pay the employee contribution rate and New Members shall contribute 50% of the "normal cost" of their pension formula as required and defined by CalPERS and PEPRA. The employee's CalPERS retirement contribution will continue to be treated as tax deferred.

If CalPERS should implement a change in its actuarial methodology (i.e. assumed discount rate, smoothing methodology, demographic assumptions, etc.) which change would have a material impact on the City's employer contribution, the City and AFSCME agree to meet and confer regarding this change and its impacts.

3. HEALTH INSURANCE

A. Health Flex Contribution

Effective January 1, 2018, the City will offer employees a Health Flex Contribution of \$188.33/month to put toward the payment of a City offered health plan. This amount applies for 2018, and shall be modified each calendar year

using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time employee covered by this MOU) to ensure the City's offered coverage is "affordable."

Employees who enroll in a City health plan for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution. The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior paragraph and the Regular Flex Contribution described herein, shall not exceed \$400 over the Kaiser employee only premium amount from January 1, 2018 through May 30, 2018. Thereafter, the Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior paragraph and the Regular Flex Contribution described herein, shall not exceed an amount equal to the Kaiser employee plus one rate for the applicable year. (For 2018, this means an additional \$235.57/month to these individuals from January 2018 through May 2018, and then \$618.01/month for the remainder of 2018.)

Employees may not receive all or any portion of the Health Flex Contribution or Additional Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Health Flex Contributions.

It is understood and agreed that a portion of the Health Flex Contribution described in this subsection is the City's contribution of the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) (e.g. \$133/month in 2018), which is the City's designated PEMHCA amount.

B. Regular Flex Contribution

Effective January 1, 2018, the City will provide a Regular Flex Contribution equal to \$946.86/month less the monthly Health Flex Contribution (thus, for 2018, the Regular Flex Contribution will be \$758.53/month). Employees may use the Regular Flex Contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not he/she enrolls in City-offered health benefits and notwithstanding the provisions of Section 3.C. below.

For employees who enroll in City health and whose benefits exceed the total of the City's Health Flex and Regular Flex Contributions to them, the balance of the health premium shall be paid by a salary deduction from the pay of the individual employee.

C. Cash In Lieu

Effective January 1, 2018, employees who choose not to enroll in a City health plan, and meet the requirements set forth below shall receive a Cash in Lieu amount equal to \$946.86 minus the Regular Flex Contribution (for 2018, the Cash in Lieu amount is \$188.33/month).

In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

- Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.
- Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- Opt Out Period means the plan year to which the opt out arrangement applies.

An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash in lieu.

The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

D. FMLA/CFRA Compliance

The City shall comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA).

E. Flexible Spending Account (IRS Section 125 Plan)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document.

This Plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

4. DENTAL INSURANCE

The City will pay toward dental insurance premiums an amount equal to the lowest cost employee only premium amount among the dental plans offered by the City. All employees are required to enroll in a dental plan.

5. VISION INSURANCE

For persons enrolled in the City's VSP vision plan, the city will pay toward vision insurance premiums an amount equal to the lowest cost employee only vision premium. Participation is voluntary. Employees that do not choose to enroll in a vision plan are not entitled to the benefit of City contributions to vision premiums described in this paragraph.

6. AGENCY FEE

- A. For the term of this MOU the City agrees that the Union shall remain the sole and exclusive agent for all the employees covered by this agreement in Unit 6, without regard to membership in the Union, with respect to all matters relating to hours, rates, terms and conditions of employment and all other bargainable issues. The City further agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union herein.
- B. All employees who are members in good standing of the Union at the date of the signing of the contract and those employees who thereafter become members shall, as a condition of employment, remain members of the Union in good standing during the life of the agreement.
- C. All employees in Unit 6, other than current employees as of August 16, 1987, within thirty (30) days of the date of their initial employment or the signing of the contract, whichever is later, shall be required to make payment of a cash sum as periodic dues to the Union, if such employee is a member thereof; or, an equivalent sum, if not a member, as a charge for the services rendered and to be rendered hereunder by the Union as the exclusive bargaining agent, for the duration of the agreement. Permanent employees employed with the City as of August 15, 1987, have the option of joining the Union.
- D. In the event an employee neglects, fails or refuses to comply with the terms of Sections B or C above, the employer hereby agrees, upon the request of the Union, to discontinue the employment of any such employee. The Union agrees to give a delinquent employee ten (10) days' notice prior to seeking termination and the City is obliged to terminate for failure to pay sums due and owing.
- E. A dues check off or service fee check off provision will be made available by the City to any employee who voluntarily agrees and executes a written authorization to the City.
- F. An employee who has conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee is required, in lieu of periodic dues and initiation fees, to pay Agency Shop Fees in sums equal to the Union's regular dues and initiation fees to a non-religious, non-labor charitable fund exempt from

taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by such employee and verified as being a qualifying organization by the Union.

- G. The agency shop provision shall be rescinded by a majority vote of all the employees in the unit covered by such memorandum of understanding, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least thirty (30) percent of the employees in the unit; (2) such vote is by secret ballot; (3) such vote may be taken at any time during the term of such memorandum of understanding, but in no event shall there be more than one vote taken during such term.
- H. Any employee who claims financial inability to pay dues (or in lieu Agency Shop fees) may request a waiver of this requirement by filing a petition with the Union. If the Union finds that hardship exists, either a temporary or permanent waiver may be approved.

DEFINITION: For purposes of this Section, Agency Fee is defined as that portion of dues not attributable to social or political activities.

- I. Maintenance of Membership: Any employee who is a Union member and is tendering dues through payroll deduction as of the date of execution of this Memorandum of Understanding (MOU), or who becomes a Union member during the term of this MOU, shall remain a member and continue dues deduction for the duration of this MOU and each subsequent MOU thereafter. As an exception, however, between the dates of November 15 and December 15 each calendar year, an employee who is a Union member shall have the right to withdraw from the Union by discontinuing dues deduction by communicating such withdrawal in writing to the Union and the City. Such withdrawal shall be effective the following February 1st. An employee that moves to a classification outside the Union's bargaining unit shall not be required to continue dues deductions.
- J. PEOPLE Deductions: The City agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the pay period covered by the remittance. AFSCME and employees represented by AFSCME must comply with CMD 82 and this does not change the current rule/policy placing restrictions on political activities during work hours.

7. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. Sick Leave

- 1) Employees shall accrue ninety-six (96) hours of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each

pay period. Employees shall not accrue sick leave while they are on unpaid status.

- 2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation and CTO may be used to supplement sick leave with Department Head approval, as permitted and set forth in CMD 30 at the time this MOU was adopted.

B. Family Sick Leave

- 1) Not more than forty eight (48) hours of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, and not more than forty (40) hours of sick leave shall be granted to any employee for each occurrence of death in his/her immediate family, unless the use of additional leave is approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. Personal Leave

- 1) Each calendar year, an employee is entitled to use forty (40) hours of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available.
- 2) Personal leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Reporting the reason for use of Personal Leave is not needed.
- 3) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.
- 4) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.

The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation, based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

8. BEREAVEMENT LEAVE

- A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section. Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a parent , child , or sibling of the employee, employee's spouse

or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, great-grandchild, great-aunt, great-uncle, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).

- B. The bereavement leave benefit is based on each death occurrence.
- C. Up to five (5) work days of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.
- D. At the request of the City, the employee will provide verification.

9. HOLIDAYS AND AWARDED CTO

A. Paid Holidays

The City will observe the following thirteen (13) dates (or days) as City Holidays and City offices will be closed in observance of those holidays. Represented employees will be entitled to eight (8) hours of paid time off in observance of the holidays listed.

New Year's Day (January 1), Martin Luther King Day (3rd Monday in January), President's Day (3rd Monday in February), Spring Holiday (observed on Good Friday), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Admission Day (September 9), Columbus Day (2nd Monday in October), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Friday after Thanksgiving, Christmas Day (December 25). Holidays which fall on a specific date and which fall on Saturday are observed the preceding Friday. Holidays which fall on a specific date and which fall on Sunday are observed the following Monday.

Additionally, the City will observe four additional non-permanent paid holidays on 12/26/17, 12/27/17, 12/28/17, 12/29/17, 12/26/18, 12/27/18, 12/28/18 and 12/31/18, and 12/26/19, 12/27/19, 12/30/19 and 12/31/19. These non-permanent paid holidays would be only for these MOU years, and this provision will sunset and expire at the end of these 12/18-12/20 MOU years. Employees whose jobs require them to work on these holidays will receive banked paid days off instead (8 hours per holiday) which hours may and must be used during the MOU year with the approval of the applicable supervisor/manager.

Because this MOU will be approved by the City Council after the 12/26/17 to 12/29/17 time period, employees who used leaves for these days/hours on and between 12/26/17 and 12/29/17 and are employed on the date the City

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Council approves this MOU will receive banked days/hours off which may and must be used as set forth previously; but also shall have the option, if requested, to instead have their leave balances retroactively adjusted.

B. Awarded Compensatory Time Off (CTO)

On each January 1st the City will credit each represented employee with sixteen (16) hours of awarded compensatory time off (CTO) (or the proportionate share if the employee is working a reduced work schedule). This CTO shall be available for use by the employee under the same terms and conditions required by the department for use of regularly accrued CTO. Unused CTO may be traded for cash payout at any time after accrual.

Employees hired after January 1, 2004 shall be credited with a pro-rata share of the awarded CTO based upon the proportion of the calendar year remaining after their hire date.

10. VACATION ACCRUAL

Represented employees will be entitled to use vacation as it is earned under the following conditions:

- A. Vacation may not be taken during the first six (6) months of regular employment.
- B. As long as an employee has not reached his/her maximum allowable accrual rate, based on completed years of service, vacation will be earned on a bi-weekly basis (1/26 of the annual accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period. Employee is required to take at least 1/2 of the vacation earned in the previous calendar year during any calendar year.
- C. Employees may continue to accrue and use vacation in excess of the stated maximum accrual amounts; however, any unused vacation accrual amount still on the books as of the beginning of the pay period that includes December 31st will automatically be transferred to the Emergency Paid Leave Pool.
- D. Vacation may be used in one-tenth (1/10th) hour increments.
- E. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

<u>COMPLETED YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL RATE</u>	<u>MAXIMUM ACCRUAL</u>
1 through 4	80 hours	400 hours
5 through 9	120 hours	400 hours
10 through 15 years	160 hours	400 hours
16 through 20	176 hours	400 hours