

MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

**CITY OF SANTA CLARA
EMPLOYEES' ASSOCIATION
UNITS 5, 7 & 8**



DECEMBER 15, 2019 – DECEMBER 23, 2023

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
CITY OF SANTA CLARA EMPLOYEES' ASSOCIATION
representing
MANAGEMENT AND CONFIDENTIAL, UNIT #5
CONSTRUCTION TECHNICIAN, UNIT #7
ADMINISTRATION AND CLERICAL, UNIT #8

DECEMBER 15, 2019 – DECEMBER 23, 2023

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DECEMBER 15, 2019 – DECEMBER 23, 2023

In accordance with the provisions of Section 18 of the City of Santa Clara Employer-Employee Relations Resolution #2979, 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 the designated representatives of the City of Santa Clara Employees' Association, representing Management and Confidential Unit #5, Construction Technician Unit #7, and Administration and Clerical Unit #8, (a recognized employee organization as defined in Section 3501 (b) of Chapter 10 of Division 4 of Title I of the Government Code of the State of California), hereinafter referred to as the Employees' Association. This agreement constitutes the results of discussions between the City Management Staff and the Employees' Association on all matters within the scope of representation. The term of this agreement shall be from December 15, 2019 through December 23, 2023.

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, Employees' Association, 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 ADJUSTMENTS

- A. Effective December 15, 2019, all salary ranges for employees holding positions in classifications assigned to the Employees' Association shall remain status quo.
 - 1) Effective December 27, 2020 (the first pay period of calendar year 2021), all salary ranges for employees holding positions in classification assigned to the Employees' Association shall remain status quo.
 - 2) Effective December 26, 2021 (the first pay period of calendar year 2022), all salary ranges for employees holding positions in classifications

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assigned to the Employees’ Association shall be increased by approximately 3.5%.

3) Effective December 25, 2022 (the first pay period of calendar year 2023), all salary ranges for employees holding positions in classifications assigned to the Employees’ Association shall be increased by approximately 3.0%.

4) Reopeners:

(a) The parties agree to meet and confer over wages in the event the City reaches agreement on a new general wage increase to be effective during Calendar Year 2021 or 2022 with any other miscellaneous bargaining unit as part of an agreement on a successor Memorandum of Understanding (MOU). For purposes of this section, “general wage increase” means a wage increase applicable to all members of the bargaining unit (not a subset), but only if that agreement does not also include an agreement for alternative cost saving measures comparable with the savings from a wage and salary step freeze for that specific bargaining unit for Calendar Year 2021 or 2022 (including but not limited to unpaid furlough days). Additionally, the parties agree that this section shall not apply to any general wage increases applicable to sworn public safety bargaining units or to miscellaneous bargaining units that are exclusively funded through sources other than the General Fund.

(b) For Calendar Year 2023, the parties agree to meet and confer over wages in the event the City reaches agreement on a new general wage increase above 3.0% to be effective during Calendar Year 2023 with any other bargaining unit as part of an agreement on a successor Memorandum of Understanding (MOU). For purposes of this section, “general wage increase” means a wage increase applicable to all members of the bargaining unit (not a subset), but only if that agreement does not also include an agreement for an alternative cost saving measure (including but not limited to unpaid furlough days). Additionally, the parties agree that this section shall not apply to any general wage increases applicable to sworn public safety bargaining units or to miscellaneous bargaining units that are exclusively funded through sources other than the General Fund.

B. For purposes of this section of the MOU, total compensation for comparison agencies is defined as salary and fringe benefits which are paid by the agency to the employee or on the employees behalf and which are available to each employee in the classification specified in the survey that are recurring in nature after five years’ service in that classification as shown below. For the City of Santa Clara, total compensation shall be defined as those elements listed in Section E of this MOU.

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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 and salary adjustments are made. Should it be discovered by either party that adjustment(s) to salary, total compensation 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 ninety (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. There shall be no employee generated reclassification requests during the term of this MOU. However, the City agrees to discuss a City-wide reclassification policy during the term of this MOU. If a City-wide reclassification policy is not in place by July 1, 2021, the Employees’ Association may advance up to three (3) reclassification requests to Human Resources each fiscal year until the City adopts a City-wide reclassification policy at which time this MOU provision right will be null and void. Neither an employee nor the Employees’ Association shall the right to file a grievance regarding either Human Resources’ decision whether or not to study the Employees’ Association requested reclassification, nor Human Resources’ conclusions if the classification is studied.

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 Combination Inspector in the comparing agencies of the cities of San Jose, Mountain View, Palo Alto, Milpitas and Sunnyvale and obtaining the average total compensation afforded those agencies. The survey methodology shall be as set forth below, with the compensation elements used in the survey below.

- | | |
|--|---|
| 1. Top Step Salary - | Maximum step in the monthly salary range for classification (excluding seniority or longevity steps). |
| 2. Life, Medical, Dental, VEBA, Retiree Medical, LTD and other Insurance - | Maximum agency monthly contribution per employee to insurance premiums |

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plus maximum agency monthly contribution to other fringe benefit insurance premiums. For retiree health, the top amount to which an active employee would be entitled when the employee retired (i.e. if an agency has a years of service requirement or more than one retiree health tier applicable to current employees, then whatever the highest potential amount applicable to any current employee should be used in the survey).

- 3. Retirement - Employer contribution to social security plans and blended employer contribution rate to retirement.
- 4. Holiday Pay - Number of paid holiday hours allowed by agency 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 recurring nature or become part of their compensation base. This category includes the City’s monthly contributions to employees’ VEBA accounts.
- 7. Total Compensation - The sum of Items 1 through 6 above.

F. Salary Steps

- 1) Effective January 1, 2021, employees holding positions in classifications assigned to Unit 5/7/8 shall be ineligible for a salary step increase until the employee’s Step Increase Date after December 31, 2022.
 - (a) For example, if an employee is at Step 3 as of January 1, 2021, and would have otherwise been eligible for a salary step increase to Step 4 on March 1, 2021, the employee would not be eligible for a salary

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step increase to Step 4 until March 1, 2023, the employee’s Step Increase Date after December 31, 2022.

- 2) Employees hired or rehired or promoted on or after January 1, 2021, and until on or before December 31, 2022, into positions in classifications assigned to Unit 5/7/8 shall be ineligible for a salary step increase until after twenty-four (24) months from the effective date of when the employee was hired or rehired or promoted. This means that an employee hired or rehired or promoted between January 1, 2021, and December 31, 2022, will not be eligible for a salary step increase until the first Step Increase Date after December 31, 2022.
 - (a) A current active City employee promoted from another bargaining unit into a position in a classification assigned to Unit 5/7/8 between January 1, 2021, and December 31, 2022, shall be ineligible for a salary step increase until the employee’s Step Increase Date after December 31, 2022.
 - (i) For example, an employee with a Step Increase Date of March 1st is promoted into Step 3 of a position in a classification assigned to Unit 5/7/8 effective November 1, 2021. The employee will not be eligible for a salary step increase to Step 4 until March 1, 2023, the Step Increase Date after December 31, 2022.
 - (b) A current active City employee holding a position in a classification assigned to Unit 5/7/8 as of the effective date of this agreement who is promoted into or accepts another position in Unit 5/7/8 between January 1, 2021, and December 31, 2022, shall be ineligible for a salary step increase until the employee’s Step Increase Date after December 31, 2022.
 - (i) For example, an employee holding a position in a classification assigned to Unit 5/7/8 as of the effective date of this agreement with a Step Increase Date of March 1st who is promoted into Step 3 of a position in another classification assigned to Unit 5/7/8 effective November 1, 2021. The employee will not be eligible for a salary step increase to Step 4 in their promotional position until March 1, 2023, the Step Increase Date after December 31, 2022.
- 3) This section shall not apply to employees who are currently at Step 5 who may be eligible for a salary step increase to Step 6 or employees who are currently at Step 6 who may be eligible for a salary step increase to Step 7. Longevity steps shall still occur at Year 10 or Year 15 of City employment subject to the City’s Personnel and Salary Resolution.

2. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

The City has contracted with CalPERS to provide employees with the 2.7% at age 55 formula with “highest single year” 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

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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 Employees’ Association agree to meet and confer regarding this change and its impacts.

3. HEALTH INSURANCE

A. If the Affordable Care Act (ACA) is repealed or modified in a manner such that the language in the following amended MOU provisions no longer applies and/or the ACA has been repealed or modified such that there no longer is a legal requirement that the City provide health coverage that is “affordable,” the parties agree to discuss Section 3 below, including meeting and conferring on any changes necessary to Section 3 to maintain compliance with the law.

B. Definitions. For purposes of this section:

1. “Full-time employee” refers to an employee whose regular schedule is at least 30 hours per week.
2. “Full-time position” refers to a position in a classification, whether vacant or not vacant, whose regular schedule is at least 30 hours per week.

C. For employees who enroll in a City offered health plan and whose benefits exceed the total of the City’s Health Flex Contribution, Additional Health Flex Contribution, and/or Regular Flex Contribution applicable to the employee and as described below, the balance of the benefits shall be paid by a salary deduction from the pay of the individual employee.

D. Health Flex Contribution

1. The City offers full-time employees a Health Flex Contribution of to put toward the payment of a City offered health plan. The City shall modify the Health Flex Contribution each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time position covered by this MOU) to ensure the City’s offered coverage is “affordable.” The City contributes the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) as determined by CalPERS in each calendar year. It is understood and agreed that the Health Flex Contribution described in this paragraph shall be equal to or exceed the City’s statutorily required minimum PEMHCA contribution.¹

¹ As an example, for 2020, the PEMHCA minimum is approximately \$139/month and the

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2. Employees may not receive all or any portion of the 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.

E. Additional Health Flex Contribution

1. Full-time 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 in the amounts described in this section. For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, the Additional Health Flex Contribution shall be prorated as described in Section H below.
2. Employees may not receive all or any portion of the Additional Health Flex Contribution as cash or any other taxable benefit, and must apply the Additional Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Additional Health Flex Contributions.³ Effective January 1, 2020, full-time 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 section and the Regular Flex Contribution described herein, shall not exceed \$200 per month over the Kaiser employee only premium amount for the applicable year.²
4. Effective January 1, 2022, full-time employees:
 - (a) Who enroll in a City health plan for Employee Only coverage for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution. The City will provide an Additional Health Flex Contribution to be put towards the premium amount that, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed \$200 per month over the Kaiser employee only premium amount for the applicable year.
 - (b) Who enroll in a City health plan for Employee Plus One coverage or Employee Plus Family coverage for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution

Health Flex Contribution is \$142.10/month, which includes the PEMHCA minimum of \$139/month.

² As an example, for 2020, the Additional Health Flex Contribution is approximately \$23.70/month to these individuals since \$200 over the Kaiser employee only premium amount in 2020 is approximately \$970.56/month.

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described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 100% of the Kaiser Employee Plus One rate for the applicable year.

5. Effective January 1, 2023, full-time employees:

- (a) Who enroll in a City health plan for Employee Only coverage for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution. The City will provide an Additional Health Flex Contribution to be put towards the premium amount that, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed \$200 per month over the Kaiser employee only premium amount for the applicable year.
- (b) Who enroll in a City health plan for Employee Plus One coverage for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 100% of the Kaiser Employee Plus One rate for the applicable year.
- (c) Who enroll in a City health plan for Employee Plus Family coverage for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 90% of the Kaiser Employee Plus Family rate for the applicable year.

F. Regular Flex Contribution

- 1. The City will provide full-time employees a Regular Flex Contribution equal to \$946.86/month less the Health Flex Contribution.³ 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.G. below.
- 2. Employees hired or rehired on or after January 1, 2022, who choose not to enroll in a City health plan are not eligible for a Regular Flex Contribution.
 - (a) Full-time employees hired before January 1, 2022, who are laid off on or before December 31, 2023, and subsequently rehired on or before

³ As an example, for 2020, the Regular Flex Contribution for employees who are regularly scheduled to work 40 hours per week is approximately \$804.76/month.

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December 31, 2024, shall not be subject to Section 3.F.2 above and will be treated as employees subject to Section 3.F.1 above.

3. Employees eligible for the Regular Flex Contribution whose regular work schedule is 30 or more hours per week but less than 40 hours per week shall receive a reduced Regular Flex Contribution equal to the same percentage of the total of the Health Flex Contribution, Additional Health Flex Contribution, and Regular Flex Contribution amounts for their same enrollment category (e.g., if enrolled in Employee Only in 2020, \$200 over the Kaiser Employee Only premium amount) as their regular schedule compares to a 40 hour per week schedule, minus/less the Health Flex Contribution.⁴

G. Cash In Lieu

1. Full-time employees hired before January 1, 2022, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below shall receive a Cash in Lieu amount equal to \$946.86/month for that plan year minus the Regular Flex Contribution as calculated each calendar year, whether or not they have enrolled in coverage in prior years.⁵ A full-time employee hired before January 1, 2022, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 3.A-F and will not receive Cash in Lieu for that plan year.
2. Full-time employees hired or rehired on or after January 1, 2022, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below, shall receive a Cash in Lieu amount for that plan year equal to \$250/month. A full-time employee hired on or after January 1, 2022, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 3.A-F and will not receive Cash in Lieu for that plan year.
 - (a) Full-time employees hired before January 1, 2022, who are laid off on or before December 31, 2023, and subsequently rehired on or before December 31, 2024, shall not be subject to Section 3.G.2 above and will be treated as employees subject to Section 3.G.1 above.
3. For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, the Cash in Lieu amount shall be prorated as described in Section H below.
4. 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

⁴ As an example, for 2020, in which \$200 over the Kaiser Employee Only premium totals \$970.56/month, a 30 hour per week employee enrolled in Employee Only coverage will receive a total Regular Flex Contribution equal to 75% of \$970.56, i.e. approximately \$727.92/month, minus/less the Health Flex Contribution of \$142.10/month, which equals a reduced Regular Flex Contribution of \$585.82/month.

⁵ As an example, for 2020, the Cash in Lieu amount is approximately \$142.10/month for employees who are regularly scheduled to work 40 hours per week.

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have the Alternative Required Coverage for the Opt Out Period.

- (a) 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.
- (b) 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).
- (c) Opt Out Period means the plan year to which the opt out arrangement applies.
- (d) 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.
- (e) 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.
- (f) 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.

H. Proration of Benefits

- 1. For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, benefits shall be prorated based on the employee’s full-time equivalent (FTE) level. The Health Flex Contribution is not prorated. The Regular Flex Contribution is reduced as described in Section 3.F.3 above.

I. 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).

J. 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

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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. DISABILITY INSURANCE

A. STATE DISABILITY INSURANCE

The City will continue to contract with the State of California Employee Development Department to provide Disability Insurance (SDI) for represented employees. All cost of SDI insurance is to be paid for as a payroll deduction by the individual employee.

B. LONG TERM DISABILITY

The City will continue to pay the cost for all represented employees of a long term disability insurance program. The LTD plan will have a maximum 30 day waiting period and the maximum monthly benefit will include those offsets required by law such as, but not limited to, SDI, retirement, reduced work schedule, worker's compensation, social security, and Railroad retirement.

7. LIFE INSURANCE

The City will pay the required premium for life insurance for all represented employees in the amount of \$15,000.

8. 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. As described in the Personnel and Salary Resolution, employees must be in a paid status for 36 hours per bi-weekly pay period in order to accrue sick leave.

2) Use of sick leave will be under the same terms and conditions as are now in place. Personal leave, vacation and CTO may be used to supplement sick leave as available.

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, 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 with Department Head approval 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.
- 3) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.

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.

9. 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.

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- 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.

10. HOLIDAYS, AWARDED CTO AND NON-MANAGEMENT LEAVE

A. HOLIDAYS

- 1) 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 observation for each 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, and
 - 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.

- 2) January 1, July 4 and December 25 will be the actual paid holiday for represented employees who are assigned to departments which have 24-hour per day, 7-day per week operations and who customarily work on City Holidays.
- 3) Additionally, effective December 2020, the City shall provide thirty-two (32) hours for four additional paid holidays between December 25th and January 1st of the following calendar year; this section shall apply on an ongoing basis unless changed by mutual agreement or negotiations. If there are more than four working days between December 25th and January 1st of the following calendar year, the City shall designate which four working days shall be paid holidays under this paragraph. Employees whose jobs require them to work on these holidays would receive banked paid hours off instead (up to 8 hours per holiday), which hours may and must be used during the applicable MOU year with the approval of the applicable supervisor/manager.

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B. AWARDED COMPENSATORY TIME OFF (CTO)

- 1) On January 1 the City will credit each represented employee with 16 hours of 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.
- 2) 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.

C. NON-MANAGEMENT LEAVE

- 1) Effective December 27, 2020 (the first pay period of calendar year 2021), each full-time employee shall be entitled to a total of twenty-four (24) hours of non-management leave per calendar year. Non-management leave may be used in one-tenth (1/10) hour increments subject to supervisor approval. Non-management leave does not accrue or carry-over to subsequent years and is not subject to pay out.
- 2) Employees hired on or after July 1st shall be entitled to only twelve (12) hours of non-management leave in the first calendar year in which they were hired.
- 3) Eligible employees are not eligible for more than twenty-four (24) hours of non-management leave per calendar year.

11. VACATION ACCRUAL AND USAGE

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 6 months of regular employment.
- B. Vacation will be earned on a bi-weekly basis (1/26 of the yearly 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.
- C. Accrued vacation time will be paid off regardless of term of employment.
- D. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM VACATION ACCRUAL LIMIT
1 through 4	80 hours	450 hours
5 through 9	120 hours	450 hours
10 through 15	168 hours	450 hours
16 through 20	176 hours	450 hours

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21 years + 192 hours 450 hours

E. Maximum Vacation Accrual Limit – Employees are limited to the maximum accrual of vacation as defined, based on years of service. The current vacation balance, the year-to-date accrual and the current pay period usage are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision.

1) Effective December 27, 2020 (the first pay period of calendar year 2021), the Maximum Vacation Accrual Limit as described in Section 11.D above shall be temporarily suspended for two (2) years until the end of the last pay period of calendar year 2022. Employees may continue to accrue vacation above the Maximum Vacation Accrual Limit until December 24, 2022 (the end of the last pay period of calendar year 2022).

2) Effective December 25, 2022 (the first pay period of calendar year 2023), employees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit.

3) Temporary Supplemental Vacation Accrual – Effective December 25, 2022 (the first pay period of calendar year 2023), employees holding positions in classifications assigned to Unit 5/7/8 shall be eligible for the Temporary Supplemental Vacation Accrual. The Temporary Supplemental Vacation Accrual is a separate vacation balance subject to the following:

(a) Effective December 25, 2022, all unused accrued vacation hours above 400 hours as of December 24, 2022 (the last pay period of calendar year 2022) shall be placed in the Temporary Supplemental Vacation Accrual balance.

(i) The following is only an example of the Temporary Supplemental Vacation Accrual described above, and any figures are for illustration purposes only and assumes the employee does not use vacation.

Issue	Hours
Vacation Balance as of December 24, 2022 (the last pay period of calendar year 2022)	500
Hours to be placed in Temporary Supplemental Vacation Accrual	100
Vacation Balance as of December 25, 2022 (the first pay period of calendar year 2023)	400
Hours that can be accrued in calendar year 2023	50
Hours that can be accrued above the Maximum Vacation Accrual Limit of 450 hours	0

(b) The Temporary Supplemental Vacation Accrual balance may not be increased.

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- (c) Subject to supervisory approval, any Temporary Supplemental Vacation Accrual shall be available for use to the employee until the Temporary Supplemental Vacation Accrual balance has been exhausted.
 - (d) If an employee leaves or retires from City service, any unused Temporary Supplemental Vacation Accrual hours shall not be subject to the terms of Section 11.I below. Any accrued but unused Temporary Supplemental Vacation Accrual hours will be cashed out upon the employee’s retirement or other separation from City service. If permitted by the City’s deferred compensation plan and applicable law, the separating employee may elect to contribute all or a portion of their accrued but unused Temporary Supplemental Vacation Accrual hours to their deferred compensation account by submitting a written request no later than 30 days prior to their separation from City service.
 - (e) An employee must first use their Temporary Supplemental Vacation Accrual for any vacation leave taken until the Temporary Supplemental Vacation Accrual balance has been exhausted, subject to supervisory approval.
 - (f) An employee must use their Temporary Supplemental Vacation Accrual for any leave of absence until the Temporary Supplemental Vacation Accrual balance has been exhausted subject to any requirement that sick leave be utilized first.
 - (g) An employee may not be on unpaid status until the Temporary Supplemental Vacation Accrual balance has been exhausted and must use their Temporary Supplemental Vacation Accrual until the Temporary Supplemental Vacation Accrual balance has been exhausted, with the exception of any formal disciplinary action pursuant to the City’s Civil Service Rules.
- F. Vacation may be used in one-tenth (1/10) hour increments.
- G. Employees who begin work prior to July 1 or continue to be employed after the first calendar year of employment are required to use at least one-half of the vacation accrued during the prior calendar year during the current calendar year.
- H. Subject to having a sufficient balance of accrued vacation available, an employee may, on a once per year basis, be paid at his/her current hourly pay rate for a maximum of forty (40) hours of accrued vacation.
- I. In lieu of receiving a vacation-leave cash payout at retirement, the Employees’ Association may vote to roll accrued vacation leave hours (except for any hours in the Temporary Supplemental Vacation Accrual balance) into the employee’s VEBA account, subject to the Employees’

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Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

12. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post-retirement medical benefit for employees. The City previously stopped making contributions to employee VEBA accounts effective December 21, 2003, though December 26, 2009 and employee VEBA accounts remained open for other potential contributions. Effective December 27, 2009, the City began contributing \$50 per month per represented employee, and continues to contribute \$50 per month per represented employee. Per the City’s contract with VEBA, VEBA’s consulting fee will be deducted from plan participant’s accounts. Specific information regarding the Plan is referenced in the Plan Document.

A VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under non-medical purposes current state and federal law. Withdrawals cannot be made for non-medical purposes.

13. RETIREE MEDICAL REIMBURSEMENT BENEFIT

The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the second full month after retirement from City service and ending with the last full month before the retiree’s sixty-fifth (65th) birthday. Starting with the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2017 that will be reimbursed in 2018, the City will reimburse an amount up to \$343 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to \$205 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental health insurance premium. The amount of the City reimbursement will be adjusted thereafter once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.

Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum payment once

per year.

14. GROUP LONG TERM CARE

The Employees’ Association has the option to participate in a Group Long Term Care Plan (insurance company and plan to be determined). Participation will be voluntary on an individual enrollment basis. Employees electing the plan shall authorize a tax payroll deduction to the program plan provider on a monthly basis for the incurred premiums. The plan will have no cost impact on the City.

15. OTHER PAYS

A. NIGHT DIFFERENTIAL PAY

- 1) Effective the first full pay period following City Council approval of this MOU, librarians and library support employees whose regular assignments are to City libraries are eligible for 5.0% night differential pay for all hours worked between 5:30 p.m. and 6:30 a.m. so long as they work a minimum of 2 consecutive hours between 5:30 p.m. and 6:30 a.m. All other employees will be eligible for 5.0% night differential pay for all hours worked between 6:00 p.m. and 8:00 a.m. so long as they work a minimum of 2 consecutive hours between 6:00 p.m. and 8:00 a.m.
- 2) An employee whose schedule is adjusted to accommodate the employee’s request to modify his or her schedule (e.g. for reasons of child care, commute, personal, etc.) shall not receive night differential pay (or increased night differential pay) as a result of the modified schedule. For example, if a non-library employee whose regular schedule was 8 a.m. to 5 p.m. requests and is granted a modification in schedule to 6 a.m. to 3 p.m., the employee will not be entitled to night differential pay for these hours.

B. OUT OF CLASS PAY

- 1) Effective the first full pay period after City Council approval of this agreement, a supervisor may assign an employee to work “Out of Class” in a higher classification and receive “Out of Class Pay” if all of the following criteria are met:
 - a) The employee will assume the full range of duties of the higher classification (even if not all duties are performed during the period assigned out of class);
 - b) The assignment is made in writing;
 - c) The assignment is approved in writing by the applicable Department Head or his/her designee prior to the beginning of the assignment;
 - d) The assignment is for a duration of at least a full shift; and
 - e) The assignment is to an existing position in a higher class that is

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either vacant (i.e. not filled) or temporarily vacant because the employee in the higher class is off on leave.

- 2) “Out of Class Pay” for the assignment will be paid for all actual time assigned to the higher classification back to the first hour of the out of class assignment, but only if the employee works at least a full shift in the assignment.
- 3) “Out of Class Pay” shall be at a rate equal to the lowest pay step in the higher classification which is at least 5% higher than the employee’s base pay. However, in no event shall the salary paid to the employee exceed the top step of the higher classification (i.e., if the top step for the higher classification is less than 5% above the employee’s base pay, the employee shall be paid at a pay rate equal to the top step of the higher classification).
- 4) “Out of Class” assignments to a vacant position are limited to 960 hours in a fiscal year pursuant to Government Code Section 20480.
- 5) For Classic (Non-PEPRA) Members, the City will report “Out of Class Pay” as Temporary Upgrade Pay, which is pensionable. “Out of Class Pay” is not pensionable for “New” (PEPRA) Members. The parties understand that CalPERS makes the final determination regarding compensation earnable for each employee upon retirement.

C. STANDBY PAY

- 1) Effective the first full pay period following City Council approval of this MOU, employees in the classification of Electric Utility Programmer Analyst, Electric Utility Network Administrator and Senior Energy Systems Analyst shall be eligible for standby pay in the amount of \$100 per week when assigned in writing by an authorized manager or designee to work standby. Standby duty is when an employee is assigned to (a) be ready to respond in a reasonable time to calls for his/her service; (b) be readily available at all hours by telephone to respond to calls for service; and (c) refrain from activities which might impair his/her ability to safely and effectively perform assigned job duties. Employees shall also be entitled to overtime pay at the applicable rate if actually called to work, with minimum call back overtime amounts applicable if required to travel to a City work location.
- 2) The parties understand and agree that only one employee from these three classifications shall typically be assigned to standby pay. If an employee due to sickness, vacation, emergency or other reason is not able to fulfill the week-long standby assignment, the employee shall receive the proportionate share of the \$100/week standby pay as equals the number of days out of seven days in which the employee was assigned to standby status. (For example, if the employee only serves in the standby assignment for 4 days, the employee will receive 4/7th of \$100 or \$57.14 for that week. If a different employee serves the other 3 days of this standby assignment week, the other employee will receive

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3/7th of \$100 or \$42.86 for that week.)

D. RAINGEAR REIMBURSEMENT/FOOTWEAR REIMBURSEMENT

- 1) Raingear: For each fiscal year commencing with FY 2018-19, employees working in the classifications set forth in Appendix A may be reimbursed up to a maximum of \$120 per fiscal year, with requests for reimbursement for each fiscal year must be timely filed no later than June 10th of the applicable fiscal year. Any portion of the \$120 provided for and not used in a particular fiscal year may be rolled over and used (or lost) in the following fiscal year.
- 2) Safety Boots: For each fiscal year commencing with FY 2018-19, employees who are required to wear safety toed safety shoes (or boots) will be reimbursed an amount no to exceed \$237 per fiscal year toward the purchase or repair of safety toed safety shoes (or boots). Employees who are required to wear safety toed safety shoes (or boots) are subject to disciplinary action if they do not have them available at the work site. Requests for reimbursement for each fiscal year must be timely filed no later than June 10th of the applicable fiscal year.
- 3) Walking Shoes: Separate and apart from any other paragraph in this Section, the classifications of Meter Readers, Utility Field Services Workers and Utility Field Service Supervisors are required to wear walking shoes while checking meters. The City will reimburse employees in these classifications an amount not to exceed \$120 each fiscal year commencing with FY 2018-19. Requests for reimbursement for each fiscal year must be timely filed no later than June 10th of the applicable fiscal year.
- 4) The City will continue the current policy to provide safety and/or protective equipment and/or clothing for use by the employee while performing his/her normal duties or during inclement weather or in other occasional special assignments or conditions.

E. TOOL ALLOWANCE

- 1) Employees working in the classification of Auto Foreperson shall be entitled to reimbursement for tools up to \$500 per fiscal year. Employees are required to submit all receipts for which employees seeking reimbursement for a particular fiscal year no later than June 10th of the applicable fiscal year.
- 2) The Department determines minimum tool requirements based upon individual job descriptions and the current fleet composition. Criteria used in determining whether a specific tool should be supplied by the organization or be required of the employee includes cost, frequency of use, and securement of the item, and generally follows the accepted standards of the industry. A list of the tools currently used is attached and referenced in Appendix B.

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- 3) All tools may be inspected by the Department to assure that they are of sufficient quality and condition, which will provide safe, damage-free usage. Tools that are deemed of poor condition, quality, inappropriate, or an unnecessary risk to the City may be rejected from the respective employee inventory and the City may require the employee to remove said item from the workplace.

F. PHONE ALLOWANCE

The City will provide an \$80/month telephone allowance for employees in the Senior Key Customer Representative and Key Customer Representative job classifications. Effective December 27, 2020 (the first pay period of calendar year 2021), the telephone allowance shall be paid on the first 2 pay periods of every month.

G. MILEAGE ALLOWANCE

Represented employees will be reimbursed for authorized use of a personal vehicle. The rate of reimbursement shall be the allowable standard deduction for mileage, which is permitted by the Internal Revenue Service in the filing of personal income tax returns. This will exclude those employees guaranteed flat rate monthly mileage allowance.

H. BILINGUAL PAY

- 1) Effective the first full pay period following Council approval of this MOU, a represented employee shall be entitled to receive, in addition to the employee’s regular compensation, fifty-five dollars (\$55.00) per bi-weekly pay period for bilingual skills if the employee meets the following criteria:
 - a) Certification from the City, by oral examination, that the employee possesses the needed language skills.
 - b) A decision by the applicable Department Head that there is a significant need or benefit, on a regular basis, to having the employee certified in a particular language other than English.
 - c) Certifications required and obtained above will not necessarily follow an employee if transferred or promoted.

16. PREFERRED CTO/STRESS REDUCTION PROGRAM

A. For all represented employees the following steps will take place as a Stress Reduction Program:

- 1) Once each calendar quarter each represented employee may designate eight (8) hours of accrued Compensatory Time Off (CTO) as Preferred CTO to be taken in that calendar quarter.

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- 2) If the employee does not exercise his/her option to designate and use eight (8) hours of preferred CTO in a calendar quarter, the option does not carry over into a subsequent calendar quarter.
- 3) The City will not unreasonably deny the use of such CTO provided that the employee has given at least 24-hour notice of the request to use that Preferred CTO. Denial of said request will be on the basis of the inability of the department to provide required services if such request were to be granted, except that the City may assign employees to work overtime to cover one employee's request. The City may, at its sole option, grant Preferred CTO use with less than 24-hour notice. Employees may not be called back from Preferred CTO for other than emergency conditions that cannot be covered with the use of assigned overtime.

17. OVERTIME

- A. Represented employees assigned to work a 40 hour work week are entitled to MOU (non- Fair Labor Standard Act (FLSA)) overtime as follows:
 - 1) Hours assigned and worked in excess of forty (40) hours per work week or hours worked beyond the daily required number of scheduled hours shall be compensated by overtime pay or compensatory time at 1.5 times the base hourly rate for the number of overtime hours worked.
 - a. Employees who are assigned to work on a holiday shall receive eight (8.0) hours of holiday pay for the holiday, regardless of the employee’s assigned work schedule (5/8, 9/80, 4/10, etc.) and use either accrued leaves or be unpaid for the other one hour (scheduled 9 hour day) or two hours (scheduled 10 hour day) of the holiday. Employees shall also receive an additional 1.5 times the employee’s base hour rate for hours actually worked on a holiday.
 - b. Part-time benefited employees who are assigned to work on a holiday shall receive holiday pay for the number of hours the employee is regularly scheduled to work on that day, and shall receive an additional 1.5 times the employee’s base hourly rate for hours actually worked on a holiday.
 - 2) Double the base hourly rate for all hours worked in excess of 12 consecutive hours of actual work excluding unpaid meal time.
- B. Regular employees assigned to work less than a 40 hour week are entitled to MOU (non-FLSA) overtime as follows:
 - 1) Straight time for hours worked that results in less than forty (40) hours worked in a workweek.
 - 2) 1.5 times the employee's base hourly rate for for all hours worked beyond the regular daily or weekly work schedule for that classification (usually 8 hour day and 40 hour week).

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- 3) Double the base hourly rate for all hours worked in excess of 12 consecutive hours of actual work excluding unpaid meal time.
- C. Regular employees are entitled to overtime at the rate of 1.5 times the FLSA regular rate (i.e. 1.5 times the base rate plus other pays required to be included in the FLSA regular rate) for all hours actually worked in excess of forty (40) in the applicable FLSA work week.
- D. Represented employees who are assigned to provide staff support to established City boards and commissions are to be paid at the following rates for hours worked in a 24 hour period from 8:00 A.M. to 7:59 A.M. the following day:
- 1) 1.5 times the employee's base hourly rate for the first four hours of overtime worked, excluding unpaid meal time.
 - 2) Double the base hourly rate for all hours worked in excess of 4 actual hours of overtime worked, excluding unpaid meal time. Normally this will be after 12 hours of actual work except when an employee is working more than 8 hours as a regular shift.
- E. Compensation for overtime hours worked, either pay or CTO, shall be at the discretion of the employee as long as the employee's CTO balance is below the maximum accrual set by the department and outside circumstances do not dictate the City pay the employee. If an employee's department has not set a CTO maximum accrual, the maximum accrual shall be 240 hours. It is the City's intention to enforce the CTO maximum accrual limit that applies to each employee. In lieu of receiving a CTO cash payout at retirement, the Employees' Association may vote to roll accrued CTO hours into the employee's VEBA account, subject to the Employees' Association compliance with Federal rules associated with contributions of accrued time into a deferred medical expense account.
- F. Represented employees shall not be called back from their lunch break to perform duties they would normally handle during their on-duty time. Should they be called back during their lunch break, they will be given an alternative time for their lunch break or be compensated for the call back time at the appropriate overtime rate.
- G. Employees temporarily assigned to an out of class classification in a bargaining unit other than Units 5, 7 or 8 shall be eligible for overtime pay consistent with the terms governing overtime eligibility and pay for employees in Units 5, 7 and 8.
- H. Nothing in this section is intended to dilute the Department Head's right to modify an employee's work schedule with appropriate notice to avoid the overtime assignment.

18. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS’ COMPENSATION

Workers authorized by the City’s Workers’ Compensation Administrator to undergo therapy or treatment due to an industrial injury, who are required to leave work, shall receive leave with pay, including reasonable travel time, providing the treatment falls within the normal working hours, is pre-scheduled and cannot be scheduled during non-work hours.

The City will continue payments toward health, dental, vision (if enrolled in the City’s vision insurance) and life insurance coverage for the employee and dependents up to the same maximum amounts for which the employee was eligible prior to an employee becoming disabled from work because of a work related injury if the employee is no longer in a paid status sufficient to continue the coverage afforded under the terms of the program, subject to the following conditions:

- A. The employee may not increase the existing coverage after the date of injury except to add children born within nine months of the injury.
- B. Continuation toward payment of employee and dependent health/dental/vision/life insurance coverage up to the maximum for which the employee would be eligible if still working is limited to one (1) year from the date of injury. Continuation toward payment of employee health/dental/life insurance coverage up to the maximum allocated under Total Compensation may be extended if the employee continues to be on temporary disability status for a Workers’ Compensation injury.
- C. The employee has supplemented his/her workers’ compensation benefit with sick leave, vacation, CTO or other paid leave sufficient to qualify for payment of the health/dental/life insurance premium and is no longer entitled to any salary from the City.

19. FLEXTIME

The City will continue the practice of Flexible Work Schedules, as specified in City Manager’s Directive #46 and may be updated from time to time.

20. AGENCY SHOP

- A. A bargaining unit member may at any time execute a payroll deduction authorization form or forms (“Deduction Authorization Form”) as furnished by the Employees’ Association.
- B. The Employees’ Association will be the custodian of records for such Deduction Authorization Forms and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made (“Certification”). The Employees’ Association shall not be required to provide the City a copy of the member’s Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization

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Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

- C. The City shall begin deductions in the amount prescribed by the Employees’ Association in the first full payroll period after receipt of written Certification from the Employees’ Association. Deductions shall be made from wages earned by the employee every pay period. The employer shall transmit such payments to the Employees’ Association no later than thirty (30) days after the deduction from the member’s earnings occurs.
- D. Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form. The City shall direct member requests to cancel or change deductions to the Employees’ Association and shall rely on information provided by the Employees’ Association regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Employees’ Association.
- E. If, through inadvertence or error, the City fails to make the authorized deduction, or any part thereof, the City shall correct such omission or error within the next full pay period after the Employees’ Association notifies the City in writing of the error. Errors will be addressed prospectively and not retroactively.
- F. It is expressly understood and agreed that the Employees’ Association will refund to the employee any Employees’ Association dues erroneously withheld from an employee’s wages by the City and paid to the Employees’ Association.
- G. Consistent with state law, the Employees’ Association shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on the Employees’ Association Certification and (2) any claims made by an employee for deductions made in reliance on information provided by the Employees’ Association regarding changes or cancellations to the deduction authorization.
- H. The City shall provide the Employees’ Association-with a list of Employees’ Association members, including separated employees (if any),on a monthly basis.

21. EMERGENCY PAID LEAVE POOL

A. ADMINISTRATION

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board) consisting of two (2) members of the Employees’ Association Board and the City Director of Human Resources (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse

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decision of this board may be appealed to the Employees’ Association Board of Directors and their determination shall be final.

B. METHOD OF DONATION

- 1) Contribution of vacation or CTO will be computed at the member's base hourly rate of pay (excluding premium or specialty pay).
- 2) Contribution may be made from earned vacation, CTO or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.
- 3) In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, bypassing vacation conversion, computed at the contributing employee’s base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.
- 4) Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.
- 5) Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated. The Finance Department will report the status of the fund on a calendar quarter basis to the Employees’ Association.
- 6) Employees may contribute earned vacation, CTO or cash to the Emergency Paid Leave Pools of other City bargaining groups.

C. USE OF POOL

- 1) Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. An employee’s initial request to use leave from the Emergency Paid Leave Pool shall be made to the City’s Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee’s request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board of the name of the individual making the request, the date of the request and whether or not the individual’s request qualified as a verified medical emergency need under this section. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be

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verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.

- 2) Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation, vacation or CTO) prior to becoming eligible to request Emergency Paid Leave benefits from the pool. Employee will be notified by the Human Resources Department when they first become eligible to request emergency leave benefits from the pool.
- 3) The maximum time available from the pool (subject to the assets of the pool) will be 160 hours (two [2] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.
- 4) An additional 160 hours (two pay periods) will be made available in extreme circumstances if an employee has a medical emergency. The decision to grant or deny a request for an additional 160 hours will be made by a majority vote of the Employees’ Association Board Members.
- 5) Emergency Paid Leave will be deducted from the pool based upon the employee’s base hourly rate of pay (excluding premium or specialty pay).
- 6) Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation.
- 7) Emergency Paid Leave hours will be made available for use in the pay period following approval by the Employees’ Association.
- 8) Emergency Paid Leave that has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits that have accrued to the employee will remain in the employee’s account.

22. JURY DUTY

Represented employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the Court, provided the employee remits to the City all fees received from such duties and provided that the employee provides written proof from the Jury Commissioner for each day of jury duty which shows the time the employee has actually been present for assignment to jury duty. An employee who uses a private vehicle may keep any mileage fees. Employees who use City vehicles for travel to and from Court must remit jury and mileage fees to the City.

- A. Swing shift personnel shall have release time on the day of Court attendance. Time spent in Court, including time spent traveling to and from Court, shall be considered as time worked and shall be deducted from the regular shift.

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- B. Graveyard shift personnel must be released from the shift prior to Court attendance. The time spent in Court, including time spent traveling to and from Court, shall be considered as time worked and shall be deducted from the regular shift. The balance of the shift will be offset by accrued vacation or CTO.
- C. For departments with minimum staffing requirements, employees who have been released from work for Court appearance shall take the balance of their shift off as CTO or vacation. For departments without minimum staffing requirements, employees who are released from jury duty prior to the end of their regular shift shall have the option of requesting CTO or vacation for the remainder of their shift or of returning to work.
- D. Employees who normally work a schedule which includes Saturday and/or Sunday as a part of their regular work schedule who are called to jury duty, and who request reassignment of their normal work schedule because of the jury duty, will be assigned to a week-day (normally Monday through Friday) work schedule with their normal shift reporting times.

23. LIMITED/ALTERNATIVE DUTY

A. JOB RELATED ILLNESS OR INJURY

Employees who have a job related illness or injury which requires him/her to be off work under Workers' Compensation will be assigned to limited or alternative duty under the following condition:

- 1) Supervisors shall be advised of the medical condition of any industrial injury as soon as practical. Upon receipt of a Doctor's report which provides work limitations, the City may identify a regular or modified assignment for which the employee has the required experience and training to be eligible for assignment to. Such assignment may be based upon a 40 hour per week or less basis, if mutually agreed between the City and the employee.
- 2) Employees who have a job related illness or injury, which requires him/her to be off work under Workers' Compensation, or who do not qualify for limited or alternative duty, will be reassigned to a Monday through Friday work schedule to keep required medical or other workers' compensation commitments.

B. NON JOB RELATED ILLNESS, INJURY OR CONDITION

Employees who have a non-job related illness, injury or condition that requires him/her to be off work may request to be assigned to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated unless no appropriate limited or alternative duty assignment is available under the following conditions:

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- 1) Identification by the City of a regular or modified assignment for which the employee has the essential experience and training to be eligible for assignment to. Such assignment may be based upon a 40 hour per week or less basis, if mutually agreed between the City and the employee.
 - 2) Upon a written release from his/her doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.
 - 3) Employees may account for his/her regular work schedule through a combination of limited or alternative duty hours and sick leave or other paid leave sufficient to maintain eligibility for regular accrual of benefits.
- C. Under both of these limited or alternative duty assignments employees will be required to work their regularly scheduled number of hours (normally forty (40) hours) per week, unless such assignment is modified by mutual agreement between the City and the employee. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to perform the limited or alternative duty and the department's ability to continue the employee in the assignment. All temporary assignments shall be at the employee's regular rate of pay.

In the event the Americans with Disabilities Act requires modification of the provisions of this section, it is agreed that the law will prevail.

24. AFFIRMATIVE RESPONSE TO EMERGENCY OVERTIME

It is the policy of the City of Santa Clara to avoid the necessity for overtime work whenever possible. The City recognizes, however, the obligation to provide services to the community and, on occasion, may require employees to extend work shifts or to be called back to work due to emergencies, personnel shortages, or required workloads. Employees contacted for overtime work have an obligation to affirmatively respond to this need unless incapacitated or due to extenuating circumstances beyond the control of the employee and reasonably acceptable to the City. Failure on the employee's part to affirmatively respond to such requests and/or to acceptably document such extenuating circumstances or incapacitation will be in violation of the City's rules and regulations and may be subject to formal disciplinary action. For purposes of this section, incapacitation commonly means that an employee is unable to respond to perform his/her duties because of his/her own sickness or injury, or because he/she does not feel capable of performing the duties of the assignment safely because of the ingestion of alcohol or other legal drugs or prescriptions. For purposes of this section, extenuating circumstances commonly means that an employee is unable

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to respond or perform his/her duties because of extraordinary circumstances such as being required to provide care for another person who is unable to care for him/herself, inability to obtain transportation to the work site, or an undue hardship that places the employee in a situation that he/she deems unsafe. In cases of extenuating circumstances, the employee is expected to notify his/her supervisor of the basis for the decision not to respond and a realistic time at which he/she will be able to report to work. Repeated instances where an employee is either incapacitated or has extenuating circumstances may be cause for the supervisor to review the situation and take appropriate corrective action.

25. LAY-OFF POLICY

A. The need for a layoff shall be determined by the City Manager. One type of layoff is a reduction in force necessitated by financial shortfalls or deficits. In the case of a reduction in force, the City Council shall adopt a resource allocation plan. The resource allocation plan shall contain reasons for reduction and a listing of programs that are affected, and the specific City classifications and numbers within each classification that shall be reduced.

B. In the event of a layoff, the City agrees to meet and confer on the impacts of the layoff with the Employees’ Association at least thirty (30) calendar days prior to the effective date of the lay-off. The parties discussions of a reduction in force may include Employees’ Association recommendations as to how best to accomplish this reduction in force process with the least impact on represented employees, and to explore alternatives such as reductions in work hours, the possibility of a laid off employee moving to an as-needed position, freezing of merit pay increases or similar programs which will result in reducing the City's labor costs.

C. Order of Layoff

The order of lay-off shall be as follows:

- 1) In the case of a reduction in force as defined above, temporary (as-needed) employees performing any of the duties of the classification identified for reduction.
- 2) Probationary employees in the classification identified for reduction.
- 3) Permanent employees in inverse order of seniority within the classification identified for reduction.

Seniority shall be determined by the length of current continuous, permanent service with the City regardless of classification in which employed. Continuous service shall be defined as that which has not been interrupted by separation of service from the City. Seniority shall be retained, but shall not accrue, during any period of authorized leave without pay (more than 5 days), except for military leave.

D. Notice

When the City intends to lay-off a represented employee, notice to the

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employee shall be in writing at least thirty (30) days prior to the effective date of the lay-off. The Employees’ Association shall receive concurrent notification of lay-off. The notice of lay-off shall contain the following:

- 1) Reason for lay-off
- 2) Effective date of lay-off
- 3) Opportunity to discuss with a representative of management
- 4) Conditions governing re-employment
- 5) Information regarding Unemployment insurance

E. Reassignment and Bumping

Employees identified for lay-off shall have reassignment rights (bumping) as follows:

- 1) To the same classification in a different department or division based upon seniority as defined in Section C above.
- 2) Accept a position in a lateral or lower class (i.e. same or lower salary range) in which he/she has permanent status, or a position in a lateral or lower class within the series containing the class from which the employee is being laid off, provided he/she is otherwise qualified and is more senior than the least senior employee in such lateral or lower class.
- 3) Accept a position in higher class (i.e. higher salary range), provided he/she has held permanent status in such higher class, and further provided that the employee's transfer from the higher class was voluntary and occurred during his/her current period of employment and provided he/she is otherwise qualified and is more senior than the least senior employee in such higher class.
- 4) Accept a vacant position in a lateral or lower class for which he/she is otherwise qualified.

An employee must notify Human Resources of his/her election in writing, including e-mail, within seven (7) calendar days of receipt of written notice the employee has been identified for layoff.

Any employee entitled to an option noted above, which involves assignment to a lower classification, may elect to be placed on lay-off in lieu of accepting such assignment to the lower class. In the event the employee elects to be placed on lay-off, such employee will only be recalled to the classification from which the employee elected to be placed on lay-off. The decision to not accept assignment to a lower classification may adversely affect the employee's ability to collect unemployment insurance.

F. Severance Pay

Represented employees who are terminated from their positions in the City of Santa Clara Electric Utility Department or from their positions in the City's Meter Reader classifications, as a result of a buyout, merger, or takeover of

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the electric utility during the term of this MOU, and are offered no other position within the City, shall receive severance pay as follows. Such terminated employee(s) shall be compensated at the rate of forty (40) hours [one week’s pay] for each year of service as a City of Santa Clara employee, to a maximum of six hundred forty (640) hours [sixteen (16) weeks].

G. Re-Employment/Re-Instatement Lists

The names of regular or probationary employees laid-off according to this policy, or who exercised re-assignment or bumping rights under Section E. above, will be placed on a re-employment list for the classification from which the employee was laid off, in the inverse order of the lay-off. Individuals’ names will be retained on a re-employment list for three (3) years. Former employees while on the re-employment list that apply for positions at the City other than positions in the classification from which they were laid off shall have the same status and rights and application process advantages, if any, as current employees, assuming they meet the minimum qualifications for the applicable position.

Laid-off persons who are re-employed under this provision shall be re-instated with/to the same seniority, pay step and pay step anniversary date and leave accrual rates as at the time they were laid off.

26. UNPAID TIME OFF

The Federal Family and Medical Leave Act and the California Family Rights Act shall prevail for any employee on personal or family medical leave.

Unpaid Time Off shall be granted under the following conditions:

- A. The City Manager shall be authorized to grant up to one (1) year leave of absence without pay for medical or personal reasons or personal development.
- B. Employees granted either such leave of absence will be returned to the same department and classification and the same salary range that would be in effect if they had not been on leave of absence, except that the leave time will not be included in length of service, upon resumption of their City employment.

27. PERMANENT PART-TIME EMPLOYEES’ WORK HOURS

- A. Represented permanent, part-time employees shall have priority over as-needed employees to request assignment to work hours assigned to full-time or permanent part-time positions which are within the employees’ classification and which become available in that given department or division, to a maximum of 40 hours per week. In giving consideration to granting the request for additional work hours, the department head will take into consideration the employee's ability to work the hours requested without impact on his/her own regular work schedule and the employee's ability to perform the full range of duties required in the assignment. The determination

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of the need to assign personnel to fill temporary work hours is reserved to the department head.

B. NOTIFICATION OF TRANSFER OPPORTUNITIES

Permanent, part-time or full-time employees seeking to increase, reduce, or maintain their work hours shall be given notification and the opportunity to request a transfer to any open position in the City within that classification. A permanent, part-time employee's request to transfer to another position within the same classification will be given the same consideration as any other transfer candidate for the vacant position. Transfer candidates will be evaluated, along with other qualified candidates, based on their ability to perform the full range of duties required in the assignment. The determination of the need to fill a vacant position is reserved to the City Manager.

28. STEP INCREASE EFFECTIVE DATE

The practice of awarding step increases the beginning of the pay period following the anniversary date of the employee is as follows:

- A. Employees, who have an anniversary date that falls within the first week of the pay period and who have been approved for a step increase, will be adjusted on the beginning day of the pay period during which the anniversary date falls.
- B. Employees, who have an anniversary date that falls within the second week of the pay period and who have been approved for a step increase, will be adjusted on the beginning day of the pay period immediately following the anniversary date.

29. REDUCED WORK WEEK/REDUCED PAY AND VOLUNTARY TIME OFF (VTO)

Employee participation in this plan is contingent upon the City's understanding and agreement that employee participation cannot be interpreted as anything other than a temporary and limited good faith effort being made by the employee to do his/her part to help ease the current budget crisis. This is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

A. REDUCED WORK WEEK/REDUCED PAY

Employees may request a reduced work week schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

- 1) With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.

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- 2) More than a 20% reduction of the workweek in a pay period will result in proportionate reduction of accrual of sick leave and vacation.
- 3) No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.
- 4) Impact on retirement and other benefits will be determined by the application of actual work hours and rates of pay required under each of those programs.
- 5) Overtime hours will be paid at the straight time rate for hours worked which is less than the employee's regular daily work schedule or 40 hours per week. Overtime hours worked in excess of the employee's regular daily work schedule or more than 40 hours per week will be at the appropriate overtime rate.
- 6) Cancellation of the employee's participation in the program will be by mutual agreement of the employee and the Department Head, with the approval of the City Manager.

B. VOLUNTARY TIME OFF

Employees may request voluntary unpaid time off under the following conditions:

- 1) Approval of a work schedule that does not adversely impact the operations of the department or other employees in the work unit with the approval of the Department Head and the City Manager.
- 2) No impact on either sick leave or vacation accrual if sufficient hours are worked in a pay period to entitle the employee to his/her regular accrual rate for either benefit.
- 3) No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.
- 4) Voluntary time off may be taken without the employee first using all of his/her accrued Compensatory Time Off (CTO).
- 5) Employee may cancel his/her participation in the program with a notice time agreed upon at the time of the granting of the request that will be sufficient to allow the department head to accommodate the request.

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- 6) Cancellation of the employee's participation in the program will be at the discretion of the Department Head with the approval of the City Manager.

30. ADA STATEMENT

The City shall comply with the Americans with Disabilities Act.

31. REST PERIOD FOLLOWING EMERGENCY WORK

Any employee working eight (8) or more hours at the overtime rate during the fifteen (15) hour period immediately preceding the beginning of his/her regular work shift shall be entitled to a rest period of eight (8) consecutive hours on the completion of such overtime work with the following provisions:

- A. No employee shall be required to work in excess of sixteen (16) hours without rest unless an emergency is investigated and continued work is deemed necessary to prevent extreme property damage or to preserve human life.
- B. If the eight (8) hour rest period overlaps his/her regular work shift in whole or in part, he/she will be paid at the straight-time rate for the time that falls within his/her regular work shift.
- C. If the eight (8) hour rest period overlaps a portion of the first half of his/her work shift, the employee may be excused from work until the beginning of the second half of said shift. If the eight (8) hour rest period overlaps a portion of the second half of his/her work shift, he/she may be excused from work until the following work shift. He/she will be paid, however, for that portion of the rest period that overlaps his/her normal working shift. He/she will not be paid for the time between expiration of the rest period and his/her reporting for work.
- D. Hours worked prior to an eight (8) hour rest period shall not be included in determining another rest period.
- E. If the employee is called back to work during his/her eight (8) hour rest period, a new rest period will commence at the conclusion of such work.
- F. Any employee who works a minimum of three (3) hours of emergency overtime between the hours of 11:00 p.m. and 6:00 a.m. will receive an eight (8) hour rest period commencing at the time of release from duty.
- G. Notwithstanding the foregoing, if the employee is required to work during regular work hours on a work shift without having had a rest period of eight (8) hours, for which he/she has qualified as set forth above, he/she shall be paid at the overtime rate for all work performed until he/she has been released from duty for at least eight (8) hours.

32. ALTERNATE WORK SCHEDULE

An employee, subject to the conditions of the employee’s job assignment, may propose an alternate work schedule as described in City Manager’s Directive

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#71. A proposal for alternate work schedule, and the establishment or discontinuance of an alternate work schedule is not subject to any grievance procedure.

33. DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents and domestic partners, subject to the requirements of each benefit provider.

34. PAY PERIODS

Allowances/payments or accrual rates that are an agreed upon amount per month or year but are paid for administrative purposes in incremental amounts each pay period, shall be the same total amount per year in years in which there are 27 pay periods instead of 26 pay periods. This clarification is not intended to and would not modify anyone’s salary/rate of pay.

35. FLEXIBLE SPENDING PLAN, INTERNAL REVENUE CODE, SECTION 125

The City will make available a Flexible Spending Plan under the Internal Revenue Code Section 125 for employees. Employees may contribute pre-tax (federal, state, FICA, Medicare) dollars for dependent care and qualified unreimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Code. Detailed information will be available in the Summary Plan Document.

The City will pay the administrative expenses for the plan. This Plan is voluntary and participating employees will pay the monthly participation cost. The monthly participation cost will be considered pre-tax, as defined above, under Internal Revenue Code Section 106. Participating employees will be provided with an Employee Plan Summary and regular statements regarding the status of their flexible spending accounts.

36. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to provide a confidential Employee Assistance Program.

37. EMPLOYEES’ ASSOCIATION RELEASE TIME

The City agrees to provide release time each month of one hour plus reasonable travel time to the Employees’ Association Board members to attend monthly Employees’ Association meetings. Board members agree to notify the applicable managers at least one week prior to the monthly Board meeting, and shall be permitted this release time except for a good cause business-related reason, set forth in writing by the applicable supervisor/manager. The Employees’ Association will provide a list of current Board members to Human Resources, as well as updates to Human Resources regarding any changes in Board members. This agreement is without prejudice to Employees’ Association officers and/or Board members requesting release time when appropriate in their role as representatives of the Employees’ Association employees in meetings with City

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management such as meet and confer, grievance and discipline related meetings.

38. EMPLOYEES’ ASSOCIATION PROBLEM SOLVING COMMITTEE

The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Employees’ Association. Accordingly, an Employees’ Association/Management Problem-Solving Committee is hereby created to discuss issues concerning the rights or policies impacting either party, or the relationship between the City and the Employees’ Association, or the City and/or the employees the Employees’ Association represents. The purpose of the meetings is to exchange information and solve problems. The parties agree that such meeting shall not be formal meet and confer or negotiations.

39. NEGOTIATIONS PREPARATION

Members of the Employees’ Associations negotiating team shall have the right to be released from work duties with pay for a reasonable amount of time in conjunction with and before or after Meet and Confer sessions with the City for the purpose of negotiations preparations.

40. NEXT MEMORANDUM OF UNDERSTANDING

The City and the Employees’ Association will commence negotiations on a successor Memorandum of Understanding not later than August 2023.

41. EMPLOYEE RIGHTS

All rights, privileges and working conditions enjoyed by the classifications represented herein, as defined in Personnel and Salary Resolutions No. 4652, dated May, 1983, and City of Santa Clara Resolution No. 2979, entitled "Employer-Employee Relations" dated December, 1972, and other City resolutions, if any, dealing with employee rights and benefits shall not be reduced during the term of this Memorandum of Understanding except in accordance with the provisions of this Memorandum of Understanding.

For the duration of this Memorandum of Understanding, except as provided herein, the wage and fringe benefits provided members of the Employees’ Association shall not be reduced except by mutual agreement between the Management of the City of Santa Clara and representatives of the Employees’ Association.

42. MANAGEMENT RIGHTS

Subject to State law and the provisions of City of Santa Clara Employer-Employee Relations Resolution, the rights of the City through its Council and Management include, but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; establish and enforce dress and grooming standards; direct its

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employees; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City; to assign work to and schedule employees in accordance with requirements as determined by the City including but not limited to: establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish and modify probationary periods and reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The City Council on its own behalf and on behalf of the City hereby retains and reserves unto itself all rights, power, authority, duty, responsibility and obligations conferred on and vested in it by the laws and Constitutions of the State of California and the United States of America. The exercise of such rights, power, authority, duty, responsibility and obligations by the City Council and the adoption of such rules, regulations, policies as are necessary and as they apply to employees represented by the Employees’ Association shall be in accord with this Memorandum of Understanding to the extent that they do not violate any of the reserved duties, responsibilities and obligations conferred on and vested in it by the laws, Charter of the City, Constitutions of the State of California, and the United States of America.

43. SCOPE OF THIS MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the meetings which preceded this Memorandum of Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum of Understanding. Therefore, for the life of this Memorandum of Understanding, the City and the Employees’ Association voluntarily and unqualifiedly waive the rights and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter not referred to or covered in this Memorandum of Understanding, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they met and signed this Memorandum of Understanding.

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Notwithstanding the foregoing, however, in the event any portion of this Memorandum of Understanding is declared null and void by superseding Federal, State or City law, the balance of this Memorandum of Understanding shall continue in full force and effect, and the parties shall immediately commence the meet and confer process to ensure that the superseded portions shall be rewritten to conform as nearly as possible to the original intent.

The City further reserves the right to consider required organizational and operational changes in the economical and efficient operation of the Departments whenever existing or future statutes bring about additional monetary costs. Nothing in the foregoing shall prevent the parties to this agreement from meeting-and-conferring during the term of this Memorandum of Understanding in matters of mutual concern. Such meeting-and-conferring shall be established and continued by mutual consent only. If, after meeting-and-conferring between the management representatives and the majority employee representatives, no agreement has been reached, such items under discussion shall remain unchanged.

44. MEET AND CONFER ITEMS

- A. The City and the Employees’ Association agree that they will continue to meet and confer on proposed changes in the Personnel and Salary Resolution that affect wages, hours, and terms and conditions of employment, and meet and consult regarding all other proposed changes to the Resolution after the parties ratify and adopt this MOU.
- B. The City intends to update, delete and/or convert various CMDs during the term of this MOU and will meet and confer with the Employees’ Association on changes within the scope of bargaining.

45. GRIEVANCE PROCEDURE

- A. Any dispute between the City and the Employees’ Association regarding the interpretation or application of this written Memorandum of Understanding or other written City policies or procedures governing the Employees’ Association represented employees’ employment shall be considered a grievance.
- B. A grievance may be initiated only by the employee directly affected except as otherwise provided herein. Where the dispute affects a large group of employees in the representation unit, the Employees’ Association may file a grievance on behalf of such employee(s). A grievance does not include or apply to discipline appeals, which procedure is set forth in the Civil Service Rules and Regulations. Also, a complaint of discrimination, harassment or retaliation shall not constitute a grievance under this provision; rather, the procedure for such complaints is set forth in the City’s Affirmative Action Plan, a copy of which is on file in the Office of Testing and Classification and with the City Clerk. The Employees’ Association also agrees that neither the Employees’ Association nor employees may grieve performance evaluation decisions or decisions regarding alternative work schedules.

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C. STEP 1

- 1) Step 1 of the process is the informal discussion between the employee and his/her supervisor (up to and including the department head). The grievance must be presented in writing within twenty-one (21) calendar days following the event or events on which the grievance is based. The supervisor shall make whatever investigation is necessary to obtain the facts pertaining to the grievance. Within twenty-one (21) calendar days after receiving the written grievance, the immediate supervisor shall give the employee a written response. If the employee is not satisfied with the response of the immediate supervisor, the employee may appeal the grievance to Step 2.

D. STEP 2

- 1) If the employee desires to appeal the grievance to Step 2, the grievance shall be reduced to writing and presented to the Department Director within five (5) working days following the receipt of the immediate supervisor’s verbal reply.
- 2) To ensure clear communication and assist in resolving the grievance, the written grievance shall contain the following information:
 - A clear statement of the problem.
 - The alleged facts upon which the grievance is based.
 - The section of the MOU claimed to have been violated and the specific violation claimed.
 - The remedy requested by the grievant.
- 3) The Department Director may arrange a meeting between the Director, the employee, the appropriate Employees’ Association representative if he/she elects a representative, and may include the immediate supervisor to attempt to resolve the grievance. The Department Director shall provide a written decision to the employee within ten (10) working days following receipt of the written appeal to Step 2. If the employee is not satisfied with the decision, the employee may appeal the grievance to Step 3.

E. STEP 3

- 1) If the employee desires to appeal the grievance to Step 3, the employee shall indicate in writing the reason for the appeal and present it along with the original written grievance to the Municipal Employee Relations Officer or designee within ten (10) working days following receipt of the written decision at Step 2.
- 2) Within ten (10) working days after receipt of the appeal to Step 3, the Municipal Employee Relations Officer or designee shall schedule a meeting with the employee, the appropriate Employees’ Association representative if he/she elects a representative, and the Department Director or designee to discuss the matter. A written decision shall be

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given to the employee or the appropriate Employees’ Association representative within ten (10) working days following the meeting.

- 3) If the decision of the Municipal Employee Relations Officer or designee is unsatisfactory, the employee may appeal the grievance to Step 4.

F. STEP 4

- 1) If the employee desires to appeal the grievance to Step 4, the employee shall indicate in writing the reason for the appeal and present it along with the original written grievance to the City Manager within ten (10) working days following receipt of the written decision at Step 3.
- 2) Within fifteen (15) working days, the City Manager shall review the entire matter and schedule a meeting with the employee and the appropriate Employees’ Association representative if he/she elects a representative. A written decision shall be given to the employee or the appropriate Employees’ Association representative within ten (10) working days following the meeting.

G. STEP 5

- 1) If the grievance has been properly processed through the previous steps of the procedure and not resolved, the appropriate Employees’ Association representative may appeal the grievance to Arbitration. The appropriate Employees’ Association representative shall notify the Municipal Employee Relations Officer or designee in writing, within ten (10) working days following receipt by the employee of the written response at Step 4.
- 2) Within ten (10) working days following the receipt of the notice of appeal to Step 5, a meeting shall be arranged by the Municipal Employee Relations Officer or designee with the appropriate Employees’ Association representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. If the parties are unable to agree upon the issue, or issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues to the arbitrator. At the beginning of the hearing referred to herein, the arbitrator shall determine what the issue, or issues, are.
- 3) The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven persons qualified to act as arbitrators. Any costs associated with the mutually agreed upon joint request for a list of persons qualified to act as arbitrators from the State of California Mediation and Conciliation Service shall be divided equally between the parties. The City will process the joint request after receiving the Employees’ Association share of the cost for obtaining the list.
- 4) Within ten (10) working days following receipt of the above referenced list, the parties shall meet to select the arbitrator. The right to strike the first

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name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

- 5) The parties shall meet at least ten (10) working days prior to the arbitration hearing date for the purpose of pre-arbitration settlement or narrowing issues for arbitration, discussing possible stipulations and exchanging documents intended for use at the hearing.
 - 6) The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator, if the parties have not mutually agreed upon the issue, or issues, and render a written decision and reasons for the decision as soon after the hearing as possible. The decision shall be binding on both parties, and shall be limited to the issue, or issues, involved.
 - 7) The decision shall be sent to the Municipal Employee Relations Officer or designee and to the employee or appropriate representative of the Employees’ Association.
 - 8) Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration procedure and shall contribute equally to the fee and expenses of the arbitrator. The arbitrator’s fee shall be determined in advance of the hearing. Court reporter fees are also share equally among the parties.
 - 9) The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this agreement and shall be authorized only to apply existing provisions of this Memorandum of Understanding or other written City policies or procedures governing the Employees’ Association represented employees’ employment to the specific facts involved and to interpret only applicable provisions of this Agreement or written City policies or procedures, except that in the event it is a dispute concerning the arbitrability of the grievance, the arbitrator shall have the authority to rule on the issue of arbitrability, to wit: Whether or not the grievance involved an interpretation of the Memorandum of Understanding or other written City policies or procedures governing the Employees’ Association represented employees’ employment. However, the arbitrator will have no authority to rule on the issue of whether or not the grievance is a matter that is within the scope of representation, as defined under the Meyers-Milias-Brown Act.
- H. The parties agree that the time limits set forth herein are of the essence of this procedure. Time limits may be extended only by written mutual agreement of the parties.
- I. This grievance procedure is the exclusive grievance procedure for the Employees’ Association and employees in Units 5, 7 and 8.

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46. LABOR MANAGEMENT COMMITTEE

Human Resources and up to three representatives of Employees’ Association leadership shall meet quarterly to discuss issues affective Employees’ Association employees that may arise in the usual course of business beginning no later than March 31, 2021.

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FOR THE CITY OF SANTA CLARA:

FOR THE CITY OF SANTA CLARA
EMPLOYEES’ ASSOCIATION:

Aracely Azevedo 12/16/21
Date
Director of Human Resources

Katie Carter 12/2/21
Date
President, Employees’ Association

Marco Mercado 1/4/22
Date
Assistant Director of Human Resources

Andy Paul 12/2/21
Date
Secretary, Employees’ Association

Ashley Lancaster 12/6/2021
Date
Human Resources Division Manager
Association

Jason Gentry 12/2/21
Date
Negotiation Team Member, Employees’

Juan Padilla 12/2/21
Date
Negotiation Team Member, Employees’
Association

Chuck Quanz 12/2/21
Date
Negotiation Team Member, Employees’
Association

Gina Saporito Date
Negotiation Team Member, Employees’
Association

APPROVED: Deanna Santana 1/9/22
DEANNA SANTANA Date
City Manager

APPROVED BY THE CITY COUNCIL ON: December 15, 2020

ATTEST: [Signature] 1-5-22
City Clerk Date

APPENDIX A

Assistant Sanitary Sewer Superintendent
Assistant Water Superintendent
Automotive Services Utility Worker
Automotive Foreman/Forewoman
Building Inspector
Code Enforcement Technician
Housing Inspector
Landscape Foreman/Forewoman
Meter Reader
Park Foreman/Forewoman
Public Works Inspector
Purchasing Utility Worker
Solid Waste Foreman/Forewoman
Senior Inspector
Utility Crew Supervisor
Utility Field Services Supervisor
Utility Field Services Worker
Water and Meter Service Supervisor

APPENDIX B

Tool List

Pliers - various	1/2" Drive Metric Impact Sockets
Side Cutters	10mm - 27mm
Needle Nose Pliers	1/2" Ratchet Extensions - various
Hose Clamp Pliers	1/2" Drive Torx - male/female
Wire Strippers	1/2" U Joints
Wire Crimpers	Power Tools
Wire Grips	Air Drive Cut Off Tools
Tweezers	Air Drive Drill
	Long Drill Bits
Hammers_ - Dead Blow, Brass, Ball Pean	Air Ratchet 1/4", 3/811, 1/211 drive
Punch Set	Air Rotary Wire Brush
Chipping Hammer	
Pry Bar	Anti Freeze Tester
	Battery Post Cleaner
Philips Screwdrivers	Post & Side Post
Standard Screwdrivers	Blow Guns
Torx Driver t15 - t27	Brushes - Wire Hand Held
	Brushes - Stainless Steel
Standard Wrenches 1/4" - 1 1/4"	Brushes - Brass
Metric Wrenches 6mm - 27mm	Brushes - Steel
Std. Allen Wrenches 1/16" - 3/8"	DVOM
Metric Allen Wrenches 1.5mm - 10mm	Files - various
Crows Foot Wrenches 3/16" – 1"	Mill, Knife, Taper, Flat,
Crescent Wrenches	Bastard
Tube Wrenches - Metric & Standard	Flashlight
	Gasket Scrapers
1/4" Drive Ratchet	Hack Saw
1/4" Drive Std. & Swivel Sockets	Magnets
3/16" - 1/2" Std. deep	Mechanical Fingers
1/4" Drive Metric Sockets 5mm - 14mm	Mirror Hand Held Swivel Head
1/4" Ratchet Extensions - various	Roll Bar
1/4" U Joints	Scissors
1/4" Drive Torx - male/female	Soldering Iron
	Steel Scale
3/8" Drive Ratchet	Squares - Large & Small
3/8" Drive Std. & Swivel Sockets	Tape Measure 6' – 25'
3/8" - 7/8" Std. deep	Test Light
3/8" Drive Metric Sockets 9mm - 19mm	Test Leads
deep standard	Tire Depth Gauge
3/8" Ratchet Extensions - various	Upholstery Tools
3/8" Drive Torx - male/female	Utility Knife
3/8" U Joints	Vacuum Gauge
1/2" Drive Air Impact	
1/2" Drive Std. & Swivel Sockets	
7/16" – 1" Std. deep	

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MECHANIC'S HELPER TOOL LIST

Pliers 3 sizes
Side Cutters
Needle Nose Pliers 2 sizes
Wire Strippers
Wire Crimpers
Tweezers

Hammers 2 sizes
Punch Set

Gasket Scrapers

Philips Screwdrivers 3 sizes
Standard Screwdrivers 3 sizes
Torx Driver t15 t27

Tire Depth Gauge
Test Light
DVOM
Flashlight
Tape Measure

Standard Wrenches ¼" 1 ¼"
Metric Wrenches 6mm 27mm
Standard Allen Wrenches 1/16" 3/8"
Metric Allen Wrenches 1.5mm 10mm

¼" Drive Ratchet
¼" Drive Standard Sockets 3/16" ½"
¼" Drive Metric Sockets 5mm 14mm

3/8" Drive Ratchet 3/8" Drive Standard Sockets 3/8" 7/8"
3/8" Drive Metric Sockets 9mm 19mm

½" Drive Air Impact
½" Drive Standard Impact Sockets 7/16" – 1"
½" Drive Metric Impact Sockets 10mm 27 m

Recognized industrial/professional standard quality i.e., Snap On, Mac, Craftsman, etc.