

# **MEMORANDUM OF UNDERSTANDING**

**between**

**THE CITY OF MOUNTAIN VIEW**

**and**

**EAGLES**

**Covering City Employees in the**

**EAGLES Employee Organization**

**JULY 1, 2021 through JUNE 30, 2024**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF MOUNTAIN VIEW AND EAGLES  
JULY 1, 2021 THROUGH JUNE 30, 2023**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and the Employer-Employee Relations Resolution of the City of Mountain View and is made by and between authorized representatives of the CITY OF MOUNTAIN VIEW (hereinafter referred to as “City”) and the EAGLES (hereinafter referred to as “EAGLES”).

**ARTICLE 1—RECOGNITION**

**1.1 Exclusive Representative**

Pursuant to the provisions of the Employer-Employee Relations Resolution of the City of Mountain View and applicable State law, the City of Mountain View recognizes EAGLES as the exclusive representative of all regular full-time and part-time employees in classes assigned in Appendix A. Within this Memorandum of Understanding (MOU), the terms “employees,” “members,” and “bargaining unit” all refer to the employees represented by the EAGLES bargaining unit as identified in Appendix A.

**1.2 Classification Changes**

The City is obligated to meet and confer with the EAGLES in the event that a classification that they represent is reclassified, including a change in classification job title.

**1.3 Job Classification Notifications**

The City shall notify EAGLES, in writing, of the development of:

1. A new classification.
2. A proposed change involving a classification listed in Appendix A of the MOU between EAGLES and the City of Mountain View.

**1.4 Representation Notification**

The City shall notify EAGLES, in writing, when a group of employees files a petition to establish an appropriate unit of employees, to modify a unit of employees, or to be recognized for purposes of meeting and conferring in good faith. The notice will include a description of the proposed unit. EAGLES will have the opportunity to provide comments to the Employee Relations Officer (as defined in the City’s Employer-Employee Relations Resolution) regarding the appropriateness of the proposed unit.

## **ARTICLE 2—NONDISCRIMINATION**

### **2.1 Equal Application**

The City and EAGLES agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor, discrimination, or harassment because of race, color, ancestry, national origin, religious creed, sex, age, physical or mental disability, marital status, sexual preference, medical condition, familial status, sexual orientation, or political opinion or affiliation, unless such factor shall be a bona fide occupational qualification for a position, or such action is required to comply with Federal or State law.

### **2.2 Free Exercise of Rights**

The City and EAGLES further agree that employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing; or to refrain from participation. Employees shall not be discriminated against because of their exercise or nonexercise of these rights.

## **ARTICLE 3—RESERVED FOR FUTURE USE**

## **ARTICLE 4—SECURITY PROVISIONS**

### **4.1 Voluntary Dues Deductions**

- a. An employee in the unit represented by EAGLES may at any time execute a payroll deduction authorization form as furnished by EAGLES. EAGLES will be custodian of records for such deduction authorization and will provide the City with a certification that EAGLES has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. EAGLES will not be required to provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization. However, EAGLES will provide the City with a certification document for each employee with sufficient information to allow the City to identify the appropriate level of deductions.
- b. The City shall begin deductions in the amount prescribed by EAGLES in the first full payroll period after receipts of written certification of employee authorization from EAGLES.
- c. Deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall direct employee requests to cancel or change

deductions to EAGLES and shall rely on information provided by EAGLES regarding whether deductions for an employee organization were properly canceled or changed.

- d. If an individual worker becomes delinquent in paying fees required under this section due to a clerical error or the fact that the worked was not paid by the City during the pay period, the City shall not be responsible for paying such fees. However, once the City has been notified of the error, the City will institute a deduction for the next pay period. In cases where a worker is not paid for a portion of the pay period and the worker's salary is insufficient to cover part or all of the withholding of EAGLES dues or service fees or the worker's statutory obligations exceed the withholding of EAGLES dues or service fees, there shall be no withholding. All legal, statutory, and required deductions shall have priority over fees.
- e. Consistent with State law, EAGLES shall indemnify and save harmless the City and the City's officers and employees for: (1) any claims made by an employee for deductions in reliance on EAGLES's certification regarding a dues deduction authorization; and (2) any claims made by an employee for deductions made in reliance on information provided by EAGLES regarding changes or cancellations to the deduction authorization.

#### **4.2 Reasonable Time Off to Meet and Confer**

EAGLES, as a recognized employee organization, may select not more than two (2) employee members of the organization to attend scheduled meetings during the term of this Agreement with the City representative(s) on subjects within the scope of representation during regular work hours without loss of compensation.

For contract negotiations, EAGLES may select not more than five (5) employee members to attend bargaining sessions. Where circumstances warrant, Human Resources may approve the attendance at such meetings of additional employee representatives without loss of compensation. EAGLES shall submit the names of the employee representatives to the City Human Resources Director in advance of such meetings. Any such meeting is subject to scheduling by the City in a manner consistent with operating needs and work schedules of the City.

### **ARTICLE 5—SALARY**

#### **5.1 Salary**

All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with the procedures established by the Assistant City Manager and Finance and Administrative Services Director or designees.

Effective June 27, 2021, the City shall amend the salary plan to increase the salary ranges for all classifications in the bargaining unit by a three percent (3.0%) cost-of-living adjustment (COLA).

Effective the pay period including July 1, 2022, the City shall amend the salary plan to increase the salary ranges for all classifications in the bargaining unit by a five percent (5.0%) COLA.

Effective the pay period including July 1, 2023, the City shall amend the salary plan to increase the salary ranges for all classifications in the bargaining unit by a four percent (4.0%) COLA.

#### One-Time Lump-Sum Payment

Year 1 Payment—EAGLES members who are City employees during the first pay period following City Council adoption of the resolution authorizing amendments to the MOU will receive a one-time lump-sum payment of \$2,750 (prorated for part-time employees). The parties intend and understand that this lump-sum payment is nonpensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

Year 2 Payment—EAGLES members who are City employees during the pay period including July 1, 2022 will receive an additional one-time lump-sum payment of \$2,750 (prorated for part-time employees). The parties intend and understand that this lump-sum payment is nonpensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

If the City reaches an agreement with any other bargaining unit that includes COLA and lump-sum (or equivalent one-time leave hours) increases exceeding those agreed to herein during the time period covered by this Agreement (and considering any offsetting differences, such as pension or medical cost-sharing), the parties will meet and confer over the application of equivalent increases (and offsets) to the EAGLES bargaining unit. Any changes will be by mutual agreement, and the negotiations will consider the net impact of equivalent benefits. This provision shall specifically exclude any market-based equity increases negotiated as part of the Year 2 wage reopener.

## **5.2 Bilingual Pay**

Employees who meet the following criteria, as determined by the Human Resources Department (hereafter "HR"), shall be entitled to receive One Hundred Dollars (\$100) per



month (\$46.15 biweekly based on 26 pay periods in one year) beginning the first pay period ending in July 2015.

- 5.2.1 Successfully passing such language proficiency/fluency test as may be selected by HR, including such periodic retesting as HR determines may be appropriate.
- 5.2.2 Being assigned to a position that is designated as a bilingual assignment.

The City reserves the right to determine the number, timing, location, and duration of the assignments receiving the additional pay provided herein and which languages are needed. Any employee who is receiving bilingual pay may be asked to utilize their bilingual skills at any time while on duty in their own division/department or by supervisor in any other division/department. An employee who is not receiving bilingual pay will not be asked to use bilingual skills, except in isolated circumstances where no employee receiving such pay is available; in that limited situation, an employee may be asked to utilize such skills.

### **5.3 Merit Pay**

The City and EAGLES agree that the provision of merit pay has been at the discretion of the City, with funding levels and criteria for receiving merit pay set on an annual basis through the budget process. While both parties agree that the City retains the management right to continue to determine funding levels and criteria for receiving merit pay (including the suspension of merit pay in any given year), the parties also agree that, prior to the suspension of merit pay for a given fiscal year, the City will meet with EAGLES to discuss alternatives to suspending merit pay. These discussions are not intended to be a meet and confer or to limit the City's discretion with regard to merit pay. For Fiscal Year 2012-13, the City will provide opportunities to receive merit pay to all employees who are not at their maximum allowable salary (115% of control point for professional employees and 120% of control point for management employees) and who receive performance evaluation ratings of very good or exceptional. For Fiscal Years 2013-14 and 2014-15, the City will make reasonable efforts to provide opportunities to receive merit pay for all employees who are not at their maximum allowable salary (115% of control point for professional employees and 120% of control point for management employees) and who receive performance evaluation ratings of very good or exceptional; however, funding levels and criteria for receiving merit pay remain at the City's discretion, and the merit pay program is considered in the context of overall compensation as well as the City's fiscal environment.

#### **5.4 Equity Adjustment**

Effective the first full pay period after the City Council adopts the resolution authorizing the amendment of the MOU, the City shall increase the salary ranges for the positions identified below as follows:

- Increased one salary grade (approximately 2.5%): Advanced Planning Manager, Assistant Planner, Associate Planner, Chief Building Official, Deputy Building Official, Deputy Zoning Administrator, Planning Manager/Zoning Administrator, Principal Planner, Risk Manager, Senior Planner, Utilities Systems Supervisor, Wastewater Supervisor, Water Superintendent, and Water Supervisor.
- Increased two salary grades (approximately 5%): Assistant Civil Engineer, Assistant Project Manager, Assistant Public Works Director, Associate Civil Engineer, Deputy Public Works Director, Facilities Project Manager, Junior Civil Engineer, Principal Civil Engineer, Principal Project Manager, Project Manager, Real Property Program Administrator, Senior Civil Engineer, Senior Project Manager, Traffic Engineer, and Transportation Planner.
- Increased three salary grades (approximately 7.5%): Transportation Manager.

Any employee in the classifications listed above whose current salary falls below the new salary range shall receive a salary increase sufficient to place them at the bottom of the salary range effective the first full pay period after the City Council adopts the resolution authorizing the amendment of the MOU.

All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with procedures established by the Finance and Administrative Services Director or designee.

#### **5.5 Total Compensation Survey**

Total compensation surveys for benchmark classifications within the EAGLES bargaining unit will be undertaken as outlined in Appendix A and Appendix B.

### **ARTICLE 6—INSURANCE BENEFITS**

#### **6.1 Maintain Benefits**

To the extent that the following insurance programs continue to be available, the City will continue to provide the kinds and types of coverage currently offered. The following is a brief summary of the benefits. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this Agreement, a change in insurance plans, coverage, level, or type of benefits is necessary

(including, for example, changes to deductibles and/or copayments) prior to the change being implemented, the City will provide notice to EAGLES and meet and confer with representatives of EAGLES.

#### 6.1.1 Health Benefits Committee

As mutually agreed, the City formed a joint committee with interested nonsworn labor groups to engage in a focused discussion on the maintenance of sustainable health benefits for active employees. EAGLES designated up to three (3) representatives to participate in the committee. The goal of the committee was to identify and consider potential solutions to address the high cost of employee health benefits while ensuring both the sustainability of health benefits and that the benefits remain competitive with comparison agencies. The committee met on a mutually agreed upon schedule beginning October 2018 to understand factors driving health benefits costs, explore alternative approaches for health plans, and discuss different approaches to control cost increases and/or reduce the cost of health benefits. The committee also discussed methods to communicate with employees regarding research or findings during the course of the committee's work. The committee's findings were shared with all employees in February 2020 and included the recommendation for a Request for Proposals (RFP) for medical coverage in 2020 for a 2021 benefit plan year. Due to the unanticipated COVID-19 pandemic, the RFP was delayed, and the City will initiate the RFP for medical plan year 2022.

## 6.2 **Medical Insurance**

The employee shall pay that portion of the premium which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department.

HMO Medical Plans—Effective August 1, 2002, the City shall pay the full single premium for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay ten percent (10%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family) for regular full-time employees in accordance with the following schedule:

<b>Plan</b>	<b>City Contribution</b>	<b>Employee Contribution</b>
HMO	Single premium plus 90% of the additional cost for two-party or family*	10% of the additional cost for two-party or family*

Effective January 1, 2017, for single coverage in an HMO plan, the City shall pay ninety-eight percent (98%) of the average of the single HMO premiums for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay twelve percent (12%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family) for regular full-time employees in accordance with the following schedule:

<b>HMO</b>	<b>City Contribution</b>	<b>Employee Contribution</b>
Single	98% of the average of the single HMO premiums*	2% of the average of the single HMO premiums*
Two-Party	Single premium plus 88% of the difference between the single premium and the two-party premium*	12% of the difference between the single premium and the two-party premium*
Family	Single premium plus 88% of the difference between the single premium and the family premium*	12% of the difference between the single premium and the family premium*

\* Percentage contributions above are reflective of the formula described in the HMO paragraphs above. Regular part-time employees are required to pay 100% of the difference between the single-coverage premium and the two-party or family premiums, whichever is applicable.

PPO Medical Plans—Regular full-time employees selecting a non-HMO medical plan will pay ten percent (10%) of the difference between the single-coverage premium and the selected dependent coverage premium (two-party or family). In addition to the payment for dependent coverage, the employee will pay forty percent (40%) of the difference between the averages of HMO premiums at all three levels (single, two-party, and family) and the PPO premiums at the same levels. Regular part-time employees will pay 100% of the difference between the single-coverage premium and the selected dependent coverage premium (two-party or family) in addition to forty percent (40%) of the difference between the average of the HMO premiums and the PPO premiums at the single-coverage premium.

Health Net—Point of Service Plan (POS)—Effective upon the completion of the 2007 medical open enrollment period, enrollment in the POS plan was frozen. In subsequent open enrollment periods, employees who disenroll will not be allowed to return to the plan.

After open enrollment in August 2007, the City's costs were capped at One Thousand Four Hundred Ninety-Seven Dollars and Seventy Cents (\$1,497.70) per month. This cap does not affect retirees prior to August 1, 2007.

High-Deductible Health Plan (HDHP)—Effective August 1, 2012, the City will offer an HDHP in addition to HMO and PPO plans.

The City shall pay the full single premium for the HDHP offered by the City and selected by the employee. For dependent coverage in an HDHP, the employee shall pay ten percent (10%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family) for regular full-time employees in accordance with the following schedule:

<b>Plan</b>	<b>City Contribution</b>	<b>Employee Contribution</b>
HDHP	Single premium plus 90% of the additional cost for two-party or family*	10% of the additional cost for two-party or family*

\* Percentage contributions above are reflective of the formula described in the HDHP paragraph above. Regular part-time employees are required to pay 100% of the difference between the single premium and the two-party or family premiums, whichever is applicable.

For members who elect to participate in the HDHP, the following Health Savings Account (HSA) contribution schedule will apply. When an employee enrolls in an HDHP for the first time in Fiscal Year 2015-16 or later, the City will contribute the following amounts into the employee's HSA, in accordance with IRS regulations: one hundred percent (100%) of the plan deductible, One Thousand Five Hundred Dollars (\$1,500) for single and Three Thousand Dollars (\$3,000) for employee plus one or more dependents. During the second, subsequent enrollment year, the City will contribute the following amounts into the employee's HSA, in accordance with IRS regulations: fifty percent (50%) of the plan deductible, Seven Hundred Fifty Dollars (\$750) for single and One Thousand Five Hundred Dollars (\$1,500) for employee plus one or more dependents. If an employee leaves the HDHP before the second, subsequent enrollment year and later returns, the City will contribute fifty percent (50%) of the plan deductible into the employee's HSA for the return year. Employees may contribute additional funds into their HSA up to the IRS annual maximums. Since HSA contribution limits are determined on a calendar/tax-year basis, a midyear enrollment in an HSA may be subject to a prorated HSA contribution limit, including a prorated City HSA contribution. Contributions in excess of the IRS limit are subject to tax penalties. The combination of employee, employer, and third-party contributions may not exceed the annual IRS limits. The City may change the contribution to the HSA after the term of the MOU. The City will continue to offer HMO and PPO medical plans and members will have no obligation to participate in the high-deductible health plan.

### **6.3 Dental Insurance**

The City shall pay the full employee premium for the dental plan offered by the City. For dependent coverage, the City shall pay eighty-eight percent (88%) of the difference between the single-coverage premium and the selected dependent-coverage premium (two-party or family) for regular full-time and part-time employees. The employee shall pay that portion of the premium which is their responsibility through payroll deductions in accordance with procedures established by HR and the Finance and Administrative Services Department.

### **6.4 Life Insurance**

The City shall pay the premium for all regular employees for life insurance coverage equal to five (5) times the employee's annual salary or Fifty Thousand Dollars (\$50,000), at the employee's option. Included in this insurance is Accidental Death and Dismemberment (AD&D) coverage.

### **6.5 Short-Term Disability Insurance**

The City shall pay the premium for all regular employees for nonwork-related disability insurance coverage that provides for income protection up to sixty-six and two-thirds percent (66-2/3%) of monthly salary following the thirty (30) day elimination period which begins on date of illness or injury. Coverage is prorated for regular part-time employees. The thirty (30) day elimination period plan change shall be effective August 1, 2012.

### **6.6 Employee Assistance Program**

The City shall pay the premium for all regular employees for an Employee Assistance Program designed to provide up to five (5) free counseling visits each year. Participation shall be voluntary.

### **6.7 Vision Care Insurance**

Effective September 1, 2004, for those regular employees who select medical plans that do not have vision coverage, the City shall make available vision care coverage for employees and dependents. The plan shall provide for a comprehensive examination and one (1) pair of lenses and a standard frame (or contact lenses in lieu of lenses and frames) in any consecutive twelve (12) months. The City shall pay the cost of such coverage.

### **6.8 Section 125—Flexible Benefit Plan**

Employees may elect pretax deductions for medical and dependent care reimbursement through a Flexible Spending Account (FSA) as part of the City's Flexible Benefit Plan: Two

Thousand Five Hundred Dollars (\$2,500) maximum for medical reimbursement and Five Thousand Dollars (\$5,000) maximum for dependent care reimbursement.

The City will contribute One Hundred Fifty Dollars (\$150) to each member's FSA per calendar year. This contribution will be made at the beginning of the calendar year as determined by payroll. New employees will receive the One Hundred Fifty Dollar (\$150) payment at the time of hire. Employee and employer plan year FSA contributions shall not exceed IRS allowable limits.

Effective the first full pay period after the City Council adopts a resolution authorizing the amendment of the MOU, the City will discontinue the City's One Hundred Fifty Dollar (\$150) annual contribution to each employee's medical FSA. This is in exchange for providing the enhanced dental benefit effective January 1, 2018.

## **6.9 Retirees' Health**

For those current employees hired prior to July 1, 2007, the City will pay a portion of the retirees' health care premiums (single only) as follows:

5<10 years	50%
10<15 years	65%
15+ years	85%

The vesting period is waived for employees with a work-related disability retirement.

Employees hired on or after July 1, 2007 will make an election of either a Defined Contribution Plan (DC) or a Defined Benefit Plan (DB) for retirees' health benefits within ten (10) working days of date of hire. An employee hired on or after July 1, 2007 who does not make an initial election within ten (10) working days shall be enrolled in the DC Plan. After completion of one (1) year of service, an employee will have another opportunity to make an irrevocable election of either the DC or DB plan. Employees must make an election within ten (10) working days of their anniversary date. If an election is not made within this period of time, the employee's initial election at date of hire will remain status quo.

For those changing from a DC to DB plan, the funds contributed by the employer will revert back to the City.

For those changing from a DB to DC plan, employer contributions will be made from the date of hire of the employee.

6.9.1 Defined Contribution Plan

- International City Managers Association—Retirement Corporation (ICMA-RC) or comparable Retirement Health Savings (RHS) Account model in accordance with the IRS. No minimum period of service is required for participation.
- Direct employer contributions for those employees hired on or after July 1, 2007, for Fiscal Year 2007-08, as follows:

0-5 years            \$200/month  
 6-10 years         \$250/month  
 10+ years          \$300/month

- Effective the first full pay period after the City Council adopts the resolution authorizing the amendment of the MOU, direct employer contributions for existing employees enrolled in the defined contribution retirees’ health plan, and for those employees hired on or after the first full pay period after the City Council adopts the resolution authorizing the amendment of the MOU, will be increased as follows:

0-5 years            \$289.01/month  
 6-10 years         \$373.77/month  
 10+ years          \$458.52/month

An employee would ascend to the next level tier after the completion of the fifth (5th) year and the tenth (10th) year of service.

- Indexing Contributions: Effective Fiscal Year 2007-08, contributions are indexed at a two percent (2%) fixed rate annually. Effective the first pay period ending in July 2018, contributions will be indexed at a three percent (3%) fixed rate annually. Indexed contributions for the term of this contract are as follows:

Employee Year	Fiscal Year 2021-22	Fiscal Year 2022-23
0-5 Years	\$325.28/Month	\$335.04/Month
6-10 Years	\$420.68/Month	\$433.30/Month
10+ Years	\$516.07/Month	\$531.55/Month

- Vesting of Employer Contributions: One hundred percent (100%) after five (5) years of continuous service with the City.



- Eligibility to Use Funds: Employees are eligible to use funds upon separation of service (or retirement). Funds will remain in trust in the employee's name.
- Disposition of Employer Portion of Forfeited Nonvested Funds (these are funds that have been deposited in the RHS plan or accrued to the probationary employee): Seventy-five percent (75%) employer, twenty-five percent (25%) employee allocation equally to participating employees who currently are receiving employer contributions as of June 30. Annually, in September, the City shall provide an annual accounting report to EAGLES showing the amount allocated (25%) to participating employees.
- The first-year employer contributions held in an account to be paid to the DC plan. After the employee has made their election after the one-year anniversary to continue in the DC plan, the first-year contributions shall be transferred to the RHS plan the first pay period beginning after the election is made. Interest on the funds prior to transfer will be credited at a fixed rate of one percent (1%) per annum on the monthly balance.

Employees who elect the DC plan for retirees' health benefits are not eligible to enroll in the City's health plans upon retirement.

#### 6.9.2 Defined Benefit Plan

Employees hired on or after July 1, 2007 who select the DB plan will qualify for retirees' health benefits upon fifteen (15) years of continuous service if they retire from City employment through PERS. The City will pay a maximum of eighty-five percent (85%) of the employee-only premium of any HMO medical plan offered by the City at the time of retirement. The balance of the cost for the plan selected by the retiree will be fully paid by the retiree. The City shall reimburse the cash equivalent of the retiree health benefit, subject to the conditions set forth in the City of Mountain View Retiree Health Insurance Program, for those retirees who do not qualify for any of the City's plans.

All retirees may elect to cover their dependents but shall be responsible for paying the difference between the full dependent premium and the single premium.

Employees choosing the DB plan will have the option of participating in the RHS account without any employer contributions, subject to subsequent requirements and restrictions in IRS rulings, regulations, or opinions.

An employee who changes positions within the City is not considered a new employee and will receive the same retirees' health benefits as an existing employee in the new employee group.

#### **6.10 Retirement Health Savings (RHS) Account**

Effective October 1, 2010, a retiring member's sick leave balance determined by sick leave payoff formula at time of retirement shall be deposited into a trust fund for health expenses.

Mandatory Employee Sick Leave Contribution: At time of retirement, employees will contribute one hundred percent (100%) of eligible sick leave accrual to the RHS account, in accordance with IRS regulations and subsequent rule changes that may occur (e.g., the allowance of changes to contribution schedules).

### **ARTICLE 7—RETIREMENT**

#### **7.1 CalPERS Retirement System and Employee Contribution**

##### Pension Contribution for Represented EAGLES Members on the 2.7% at 55 (2.7@55) Pension Formula (Classic Members)

Effective July 1, 2007, the City shall provide retirement benefits as administered by the California Public Employees Retirement System (CalPERS) providing for the 2.7% at 55 formula.

The employee is responsible for paying the seven percent (7%) employee CalPERS contribution plus the additional employee CalPERS contribution of one percent (1%), effective with this amendment, effective July 1, 2007. The total eight percent (8%) is the responsibility of the employee. Such payments shall be made pursuant to IRC Section 414(h)(2).

##### Pension Contribution for Represented EAGLES Members on the 2.0% at 62 (2.0@62) Pension Formula (PEPRA Members)

This section establishes the pension contribution for represented EAGLES members on the 2.0@62 pension formula. This formula was established by the Public Employee Pension Reform Act of 2013 (PEPRA). It went into effect January 1, 2013 and imposed a new pension formula and minimum employee contribution for represented members hired on or after January 1, 2013 who met criteria established in the legislation. In accordance with PEPRA, represented members on this formula must pay at least 50% of normal cost of their pension.

## 7.2 Employee Cost-Sharing Agreement

### Pension Contribution for Represented EAGLES Members on the 2.7% at 55 (2.7@55) Pension Formula (Classic Members)

Employees will be responsible for sharing in the cost for the 2.7@55 formula benefit enhancement with the City through a payroll deduction. The City will make the deduction on a pretax basis to the extent permitted under State and Federal law. The City makes no representation as to the taxable nature of this deduction, and each employee shall retain liability for their own taxes.

The amount of the cost-share payroll deduction is based on the CalPERS employer rate in effect for Fiscal Year 2012-13, which was 21.053%. The cost-share payroll deduction will be calculated for each fiscal year based on the CalPERS employer rate (the sum of the normal cost rate and the calculated Unfunded Accrued Liability (UAL) rate) set forth in the CalPERS actuarial valuation report for that fiscal year as follows:

- If the employer rate is at or above 21.053% for a fiscal year, the cost share will continue to be 3.5% of salary for that fiscal year.
- If the CalPERS employer rate falls below 21.053% for a fiscal year, the cost share will temporarily decrease by 0.25% for each full 0.50% the employer rate decreases below 21.053% (changes in the employer rate will not be rounded) for that fiscal year. After decreasing below 21.053%, if the PERS employer rate increases again, the cost share will increase by 0.25% for each full 0.50% increase in the employer rate. The maximum cost share decrease will be 1% (the minimum cost share will be 2.5% (i.e., the employee will pay a total contribution of 10.50% to 11.50%)).
- The cost share is in addition to the Classic Members employee-paid CalPERS member contribution of 8.0% percent (as outlined in Section 7.1).

### Pension Contribution for Represented EAGLES Members on the 2.0% at 62 (2.0@62) Pension Formula (PEPRA Members)

Cost Share and Total Contribution: In an effort to help contain pension costs, represented members on the 2.0@62 pension formula have also agreed to a 4.25% of salary cost share. These cost shares will be in addition to the PEPRA-required, employee-paid CalPERS member contribution of 50% of normal cost. Effective as soon as CalPERS completes its internal process, the combined employee contribution will not exceed 10.50%, or 50% of normal cost, whichever is greater.

The total represented EAGLES member pension contributions to be effective the later of the pay period, including July 1, 2021 or CalPERS implementation of the cost-share reduction through June 2022, are provided below.

	<b>Employee Contribution</b>		
	Employee Normal Contribution	Employee Share of Employer Contribution	<b>Total Paid by Employee</b>
2.7@55	8.0%	3.50%	11.50%
2.0@62	7.00%	3.50%	10.50%

NOTE: Changes in the cost-share amounts will be effective when CalPERS completes its internal processes.

Maximum Annual Contribution: The PEPRA places a cap on the total “pensionable compensation” which may be earned by a PEPRA member in a calendar year. That limit is calculated annually by CalPERS. CalPERS ceases collection of normal cost for income earned after the employee reaches the pensionable compensation limit in a given calendar year. Employees will cease making cost-share contributions on income earned over the pensionable compensation limit in a calendar year and on which CalPERS is not collecting normal cost contributions.

#### 7.2.1 CalPERS Contract Amendment to Allow Cost Share to be Credited to Member Account (Classic and PEPRA Members)

Effective May 17, 2020, the cost-share amount for all employees covered under the Miscellaneous CalPERS contract for pension benefits is credited to the member account rather than the employer account, pursuant to Government Code Section 20516. If CalPERS notifies the City that the PEPRA member rate will change during the term of this Agreement such that the total employee contribution exceeds the maximum established in Section 7.2, the City will meet with EAGLES to develop a side letter to amend the employee paid share of the employer contribution as established in Section 7.2 to account for the increased contribution. Following execution of the side letter, the City will request CalPERS to modify the cost-share amounts on a prospective basis as outlined in Government Section 20516.

### **7.3 CalPERS Additional Benefits (Classic Members)**

The CalPERS contract for miscellaneous employees currently provides for the following options: 2.7% at 55, service credit for unused sick leave, military leave buyback, and highest single year.

## ARTICLE 8—LEAVES

### 8.1 Vacation Leave

Vacation requires approval in advance and is determined by the Department Head or designee, taking into account the wishes of the employee and the operational needs of the department. As a guideline, for every day being requested for vacation, the employee will give a minimum one (1) day notice to their supervisor (e.g., if an employee is requesting a two (2) week vacation, they must give a minimum two (2) week notice). Exceptions may be approved on a case-by-case basis by the Department Head or designee. More notice is preferred wherever possible.

#### 8.1.1 Accrual

Employees shall accrue vacation based upon the following years-of-service formula. The term “day” used in this Article means an eight (8) hour workday. Years of service will be measured by the number of full years of service attained on the anniversary of the date upon which the employee was initially hired by the City.

Years of Service	Rate Per Year
0-5 Years	12 Days
6-9 Years	17 Days
10-15 Years	22 Days
16+ Years	23 Days*

\* Employees who have 16+ years of service as of June 23, 2012 will be grandfathered and will continue to accrue vacation at their current rate to their current accrual rate maximum (e.g., 24 or 25 days). Accrual rates are prorated for regular part-time employees.

#### 8.1.2 Vacation Accrual Cap

Effective the first pay period after January 1, 2012, the maximum accrual of vacation is as follows:

Beginning of the first year through the fifth year	220 hours
Beginning of the sixth year through the ninth year	290 hours
Beginning of the tenth year through the fifteenth year	370 hours
Beginning of the sixteenth year	440 hours

Effective the first pay period after June 30, 2012, the maximum accrual of vacation is as follows:

Beginning of the first year through the fifth year	200 hours
Beginning of the sixth year through the ninth year	260 hours
Beginning of the tenth year through the fifteenth year	330 hours
Beginning of the sixteenth year	400 hours

Automatic Cap: Once vacation reaches the allowed maximum, or for vacation balances in excess of these caps on the effective dates above, the employee will not be allowed to accrue vacation until the balance is reduced below the cap.

The City will notify supervisors and managers to encourage approval of vacation time to ensure members are able to reduce their vacation cap to below the new caps.

### 8.1.3 Vacation Cash-Out

Effective the first full pay period following City Council adoption of the resolution to amend the MOU, employees are eligible to file an irrevocable election in December of each year to cash out up to eighty (80) hours of vacation accrued in the payroll calendar year following the cash-out election. For those employees electing to cash out over forty (40) hours of vacation, the employee must have a minimum balance of eighty (80) hours of accrued vacation, as of the last full pay period in the payroll calendar year of the cash-out election, and must have taken a minimum of forty (40) hours of vacation in the full payroll calendar year of the cash-out election. If the employee does not meet the provisions for minimum vacation balance and vacation taken, the employee will only be allowed to cash out a maximum of forty (40) hours. The cash-out shall occur yearly on a date, no earlier than Pay Period 22 but no later than December 31, as specified by Payroll. If the employee's vacation balance at the time of the cash-out is less than the hours elected, Payroll will cash out the employee's remaining balance. Regular part-time employees shall be allowed to cash out vacation leave on a prorated basis based on their allocated position.

As part of the transition to the new vacation cash-out provision above, employees will be permitted to make an additional election during the December 2017 election period. In December 2017, employees may make an additional election to cash out up to eighty (80) hours of vacation leave, which will be paid out in January 2018.

Vacation cash-out shall be administered in accordance with procedures set forth by the Finance and Administrative Services Department and IRS regulations, including exceptions for hardship. Employees have the option of receiving cash or

depositing vacation cash-out directly into their deferred compensation account, in accordance with IRS regulations.

8.1.4 Regular Part-Time Employees

For regular part-time employees, vacation accrual rates and vacation caps, as noted above, shall be computed on a pro-rata basis based on their budgeted position.

**8.2 Sick Leave**

Sick leave for both scheduled and unscheduled purposes shall be approved in accordance with the City’s rules and regulations.

8.2.1 Incentive Program

The sick leave incentive program is intended to discourage unnecessary use of sick leave by rewarding employees who do not use sick leave in a given time period. Under the City program, all members who are not ill for one quarter as defined by Payroll (e.g., January through March) will receive four (4) additional hours of vacation. For prescheduled medical and/or dental appointments (requiring 24-hour notice), vacation, comp time, or personal leave may be utilized in order for the employee’s sick leave incentive program not to be adversely affected.

8.2.2 Payment for Unused Sick Leave

Upon layoff, regular retirement through PERS, or a disability retirement as determined by appropriate medical authority, payment shall be made to the employee for unused sick leave (to a maximum of a percentage of nine hundred sixty (960) hours) for years of continuous service as a probationary and regular employee according to the following schedule:

Zero but less than 10 years of service	No Pay
10 but less than 15 years of service	20%
15 but less than 20 years of service	35%
20 but less than 25 years of service	55%
25+ years of service	80%

Effective July 1, 2005, sick leave payoff is paid at current base salary rate of pay.

Effective October 1, 2010, a retiring member’s sick leave balance determined by sick leave payoff formula at time of retirement shall be deposited into a trust fund for health expenses.

### **8.3 Personal Leave**

Each employee shall be allowed to convert sixteen (16) hours of accumulated sick leave annually to personal leave. Personal leave may be used for any personal purpose. The sick leave balance will be reduced upon use of the personal leave; however, this usage will not affect the sick leave incentive program. Personal leave shall not accumulate from year to year and must be taken in the payroll calendar year.

Personal leave shall be granted with approval of the employee's immediate supervisor or Department Head. If at all possible, requests for personal leave shall be made prior to the day the employee will be absent or shall be made in accordance with departmental policies for requesting time off.

Regular part-time employees shall earn personal leave on a prorated basis. For example, half-time employees shall receive eight (8) hours per year of personal leave.

### **8.4 Management Leave**

All full-time management employees shall receive eighty (80) hours leave per payroll fiscal year. Management leave is prorated for new appointments and separating employees. Management leave eligibility, distribution, and use are administered in accordance with Administrative Instruction 3-13, Management Leave.

Management Leave cash-out for unused management leave hours is made the last payroll pay period of the fiscal year and shall be administered in accordance with procedures set forth by the Finance and Administrative Services Department and in accordance with IRS regulations. Employees will have the option of receiving cash or depositing Management Leave cash-out directly into deferred compensation, in accordance with IRS regulations.

### **8.5 Bereavement Leave**

An employee may use up to three (3) consecutive days (twenty-four (24) hours total) for each instance of death of an immediate family member: spouse, son, daughter, brother, sister, stepbrother, stepsister, mother, father, stepmother, stepfather, stepchildren, grandparents, mother-in-law, father-in-law, grandchildren, and domestic partner. One (1) additional day will be granted if out-of-State (or in excess of three hundred (300) mile radius, one way) travel is required.

### **8.6 Other Leaves**

Other paid and unpaid leaves are covered in Sections 8.00 and 9.00 of the City's Personnel Rules and Regulations.



## **ARTICLE 9—HOLIDAYS**

### **9.1 Scheduled Holidays**

The City shall observe eleven (11) scheduled paid holidays each calendar year. The scheduled paid holidays that will be official City holidays for the term of this Agreement shall be as follows:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Day After Christmas (or before, depending when Christmas falls)

Holidays shall be administered in accordance with the provisions of the Personnel Rules and Regulations and the Administrative Policies of the City.

### **9.2 Floating Holiday**

In addition, each represented employee shall receive eight (8) hours as a floating holiday, prorated for regular part-time employees. Such floating holiday shall not accumulate from one payroll calendar year to another. The scheduling of such floating holiday shall be subject to approval of an employee's immediate supervisor and/or Department Head.

### **9.3 Potential Holiday Closure**

The City may close some offices to the public between December 24 and January 1 in each year of the term of the MOU. The City will notify employees and the bargaining unit by July 1 each year if a holiday closure will occur and which City functions and employees will be affected. It is anticipated that some functions will not be closed in order to provide essential service to the public.

In the event the employee's function is closed, employees requesting to work over the holiday closure period will inform and work with their supervisor to develop a list of projects and tasks to be completed during the closure period by the second Friday in November each year. An employee's request to work during the closure period shall not be unreasonably denied.

If an employee is requesting time off during the holiday closure but has been recently hired by the City or returning from an authorized medical leave and has exhausted all leave balances prior to or during the holiday closure, the City may authorize the employee to use vacation leave that will be accrued in subsequent payroll periods to ensure the employee remains on paid status during the holiday closure. Such requests will need to be approved by the Department Head and given to the Human Resources Director by December 1.

## **ARTICLE 10—HOURS OF WORK AND OVERTIME**

### **10.1 General Administration**

Hours of work, workweeks, and overtime are subject to the provisions of Section 15.01 of the City's Personnel Rules and Regulations and Administrative Instruction 3.5, Flexible Work Schedules. In situations in which exempt employees must work significant additional hours on an unscheduled basis or for an extended period of time, the employee's Department Head may grant authorized leave in accordance with Section 8.04 of the Personnel Rules.

### **10.2 Compensatory Time Off**

Nonexempt employees eligible for overtime pay may, at the employee's discretion, elect to receive compensatory time off (CTO) at time-and-one-half (1-1/2) in lieu of overtime pay, except as provided below.

An employee may accrue and have a maximum current credit of eighty (80) hours of CTO.

Employees who accrue CTO may use such CTO, subject to departmental rules and regulations. CTO is subject to management approval and may be denied due to operational and scheduling constraints.

Requests to use comp time in excess of caps may be approved by the City, or the City may pay as if the employee had originally selected pay rather than PTO. Compensatory time is only applicable to nonexempt employees.

Each December, an employee may file an irrevocable election to cash out up to eighty (80) hours of CTO. The City shall pay the employee by March of the following year.

The parties recognize the potential tax risk associated with employees' discretion to earn either cash or compensatory time off for overtime worked. The City will procure a tax opinion from a reputable law firm, including both an assessment of the risk of constructive receipt and options to mitigate that risk and provide that opinion to EAGLES. Once the City provides the opinion to EAGLES, this MOU will reopen on the subjects of overtime

and compensatory time off, and the parties will meet and confer over options to address constructive receipt.

**10.3 Call-Back Pay**

Nonexempt professional employees in the classifications listed in this section are eligible for compensation in the event they respond to after-hours phone calls to resolve emergency issues. The compensation shall be one hour of overtime if phone calls are received before 9:00 p.m. and two hours of overtime if phone calls are received between 9:00 p.m. and the regular start of the employee’s shift (i.e., 6:00 a.m. if a Public Works Supervisor). In the event the employee receives multiple phone calls within the initial one-hour window, the employee receives one hour of overtime (or two hours if multiple phone calls are received in the initial two-hour window after 9:00 p.m.). If an eligible employee must respond in person to an emergency situation, they will receive a minimum of one hour of overtime if responding before 9:00 p.m. and two hours of overtime if responding between 9:00 p.m. and the start of their regular shift. If the time worked at the call exceeds two hours, the eligible employee will receive overtime pay for the actual hours worked. In the event the situation requires the employee to return to work rather than resolve the issue on the phone, hours worked shall be calculated beginning at the time the employee is contacted to work and end when the employee is relieved of duty. Employees eligible for call-back pay who are required to return to work are expected to leave promptly and arrive at work within 45 minutes. In the event the eligible employee is not available to respond within 45 minutes, the employee shall contact their supervisor to determine whether they should return to work.

Nonexempt professional classifications eligible for call-back pay:

- |                                  |                               |
|----------------------------------|-------------------------------|
| Equipment Maintenance Supervisor | Senior IT Desktop Technician  |
| Facilities Supervisor            | Senior Recreation Coordinator |
| IT Analyst I/II                  | Systems Specialist            |
| IT Desktop Technician I/II       | Tree Supervisor/Arborist      |
| Postclosure Supervisor           | Utilities Systems Supervisor  |
| Parks Supervisor                 | Water Quality Supervisor      |
| Recreation Coordinator           | Wastewater Supervisor         |

**ARTICLE 11—OUT-OF-CLASS COMPENSATION**

Out-of-class compensation and compensation associated with assumption of significant additional duties is covered in the City’s Administrative Instruction 3-8, Out-of-Class Compensation; 3-4, Acting Policy; and 3-36, Short-Term Pay.

## ARTICLE 12—CERTIFICATION PAY PROGRAM

### 12.1 Program

Effective the first full pay period following City Council adoption of a resolution to amend the MOU, a Certification Recognition Payment Program will be implemented and is intended to provide incentive for City employees to obtain and maintain “certification of expertise” in the various disciplines required by their job class specifications.

### 12.2 Eligible Classifications

Effective the first full pay period following City Council adoption of a resolution to amend the MOU, classifications eligible for this program are as follows:

Equipment Maintenance Supervisor	Recreation Supervisor
Forestry and Roadway Manager	Senior IT Analyst
IT Analyst I/II	Senior IT Desktop Technician
IT Desktop Technician I/II	Senior Recreation Coordinator
Parks and Open Space Manager	Utilities Systems Supervisor
Parks Supervisor	Wastewater Supervisor
Postclosure Supervisor	Water Quality Supervisor
Principal IT Analyst	Water Resources Manager
Recreation Coordinator	Water Superintendent
Recreation Manager	

Changes to this eligibility list of classifications due to reclassification or elimination of old classifications will be reviewed by the Employee/Management Committee and the appropriate Department Head and authorized by the Assistant City Manager (or designee). Requests to add new classifications to this eligibility list will not be considered during the term of this MOU and is subject to negotiations.

### 12.3 Eligible Certifications

HR maintains the current list of eligible certifications.

#### Requests for New Certifications

Requests to consider the eligibility of new certifications for the positions listed in this section must be submitted to HR by January 1 of each year. The request will be reviewed by the Employee/Management Committee, which will provide a recommendation to approve or deny the request to the appropriate Department Head and Assistant City Manager, or designee.

The decision to approve or deny the certification shall be made within ninety (90) days of the Employee/Management Committee's recommendation. If approved, eligible employees shall receive certification pay retroactive to the first pay period of the calendar year.

#### Changes in Certification Requirements

In the event an eligible certification becomes a "requirement" of a job class specification (such as through changes in State or Federal requirements), the appropriate Department Head will notify HR, and HR subsequently will notify EAGLES of any changes in certification pay.

### **12.4 Guidelines**

The City will provide a Certification Recognition Payment (CRP) for possession of job-related certifications with approval of the Assistant City Manager (or designee) and the appropriate Department Head based on the following guidelines:

- Payment of Fifty Dollars (\$50) for each eligible certificate per month (\$23.08 biweekly on a 26 pay period payroll schedule) will be made for a maximum of six (6) certifications above the minimum job class specifications requirement. CRP payments to an employee shall not exceed Three Hundred Dollars (\$300) per month.
- Possession of certifications identified as "highly desirable" or "preferred" in the official class specification or where there is no minimum certification requirement will qualify an individual for CRP.
- If the employee leaves the position in which they are receiving CRP, eligibility will be reevaluated to ensure continued payment is appropriate. If not, the employee will receive advance notice of the termination of this payment. Termination of this payment is not grievable.

### **12.5 Process**

Employees are responsible for submitting an application and copies of certifications or renewal certifications in order to receive certification pay.

#### a. New Certificates and Upgraded Certificates

- (1) Complete a Certification Request Form and obtain approval from the supervisor and/or Department Head.
- (2) Submit signed form to HR along with a copy of the eligible certification.

- (3) HR will review the form and notify the employee if the certification pay request is approved or denied.
- (4) HR will return a copy of the form to the employee.

b. Renewal of Certificates

- (1) Complete a Certification Request Form, noting the renewal request.
- (2) Submit the signed form along with a copy of the eligible certification to HR and a copy to the employee's supervisor.
- (3) HR will review the form and notify the employee if the certification pay renewal request is approved or denied.
- (4) HR will return a copy of the form to the employee.

### **ARTICLE 13—PERSONNEL ACTIONS**

Personnel actions, including transfer, promotion, disciplinary action, layoff, resignation, reinstatement, and mandatory retirement, are administered in accordance with Section 7.00 of the City's Personnel Rules and Regulations.

### **ARTICLE 14—REIMBURSEMENT PROGRAMS**

#### **14.1 Tuition Reimbursement**

The Tuition Reimbursement Program is intended to assist employees attending accredited college courses or closely related approved training courses which directly or indirectly relate to their current duties and increase their competency in their present position or prepare employees for career advancement within the City by reimbursing them for all or part of incurred costs of tuition, fees, required texts, and certain course supplies up to Two Thousand Dollars (\$2,000) per fiscal year. Administrative Instruction 3-6 will govern the process for applying for tuition reimbursement benefits.

In addition to the annual Two Thousand Dollar (\$2,000) benefit, with no lifetime maximum, for completion of individual college courses or training courses which an employee may take without pursuing a college degree, effective June 21, 2015, employees are eligible to receive up to Ten Thousand Dollars (\$10,000) per fiscal year with a Twenty Thousand Dollar (\$20,000) lifetime maximum if they enroll in and complete accredited college coursework required to obtain a job-related bachelor's or master's degree or approved leadership program. Completion of the degree or leadership program is required to obtain the full Twenty Thousand Dollar (\$20,000) benefit.

Administrative Instruction 3-6 will govern the process for applying for tuition reimbursement benefits.

Employees who completed accredited college coursework in Fiscal Year 2013-14 and Fiscal Year 2014-15, applied for and received reimbursement under the City's tuition reimbursement program, and completed the degree in either Fiscal Year 2013-14 or Fiscal Year 2014-15 are eligible to receive up to a maximum of Twenty Thousand Dollar (\$20,000) reimbursement for the costs of the degree program.

#### **14.2 Management/Professional Development Funds**

Management Development Funds are reimbursed up to Five Hundred Dollars (\$500) annually for employees in management classifications. Professional Development Funds are reimbursed up to Three Hundred Dollars (\$300) annually for employees in professional classifications.

Effective the first full pay period following City Council adoption of the resolution authorizing the amendment of the MOU, reimbursement amounts for the remainder of Fiscal Year 2017-18 and forward will increase to: One Thousand Dollars (\$1,000) annually for employees in management classifications and Eight Hundred Dollars (\$800) annually for employees in professional classifications.

This program is administered in accordance with the City's Administrative Instruction 3-2. Reimbursement is prorated for regular part-time employees.

#### **14.3 Pilot Program for Front-Line Employee Development Funds**

The City will continue the pilot program for front-line bargaining unit members to be eligible for reimbursement through Fiscal Year 2021-22. Effective the first full pay period following City Council adoption of the resolution authorizing the amendment of the MOU, front-line bargaining unit members will be eligible for reimbursement of up to Six Hundred Dollars (\$600) for eligible expenses as set forth in Administrative Instruction 3-2. The pilot program is intended as a one-time eligibility for reimbursement and will expire June 30, 2022.

#### **14.4 Uniforms**

Employees assigned to the Hazardous Materials Specialist and Office of Emergency Services (OES) classifications will have required uniforms provided, replaced, and cleaned by the City when needed.

## **ARTICLE 15—GRIEVANCE PROCEDURE**

The City's Appeal Process is administered in accordance with Section 10.00 of the City's Personnel Rules and Regulations.

## **ARTICLE 16—EMPLOYEE/MANAGEMENT COMMITTEE**

EAGLES and City representatives agree to meet as needed for the purpose of discussing issues of mutual concern and interest. The purpose of these meetings will be to maintain open lines of communication between the parties. The parties will discuss operational topics, such as Certification Pay (as outlined in Article 12) and holiday closures.

## **ARTICLE 17—PROVISIONS OF LAW**

This Agreement is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulation, and the remainder of this Agreement shall not be affected thereby. The parties shall then enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

## **ARTICLE 18—FULL UNDERSTANDING AND MODIFICATION**

- 18.1** This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties regarding the specific matters set forth herein, whether formal or informal, regarding any such specific matters are hereby superseded or terminated in their entirety. Unless otherwise specifically amended by the terms of this MOU, all terms and conditions of employment shall remain as previously established and shall be enforceable throughout the term of this MOU and any extensions of the MOU.
- 18.2** Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or during the term of this Agreement unless mutually agreed to by both parties.
- 18.3** No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the City and EAGLES and adopted by the City Council.
- 18.4** In the event any new practice, subject, or matter arises during the term of this Agreement that is within the scope of meet and confer, and an action is proposed by the City, EAGLES



shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action and after completion of impasse procedures as prescribed in the Employer-Employee Relations Ordinance, the City may take unilateral action to impose the new condition of employment.

- 18.5** Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. However, the City shall notify EAGLES of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, including conditions resulting from war or imminent threat of war.
- 18.6** The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
- 18.7** The City and EAGLES expressly agree that all conditions of employment not mentioned in this MOU shall continue in full force and effect unless the City and EAGLES agree in writing to change such condition.

#### **ARTICLE 19—AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- 19.1** The City's principal authorized agent shall be the Human Resources Director or duly authorized representative.

Address/Telephone:

Human Resources Director  
City of Mountain View  
P.O. Box 7540  
Mountain View, CA 94039-7540  
650-903-6309

**19.2** EAGLES’ principal authorized agent shall be the duly authorized representative for the EAGLES.

Address/Telephone:

EAGLES President  
City of Mountain View  
P.O. Box 7540  
Mountain View, CA 94039-7540  
650-903-6007

**ARTICLE 20—IMPLEMENTATION**

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council. It is agreed that this MOU shall not be binding upon the parties, either in whole or in part, unless and until ratified by the membership of the EAGLES, and unless and until the City Council of the City of Mountain View formally acts, by majority vote, to adopt by resolution to enter into an MOU.

**ARTICLE 21—TERM OF AGREEMENT**

**21.1** The Agreement will become effective upon approval by the City Council. This Agreement will terminate on June 30, 2024. The principals agree to the terms of this MOU.

**21.2** When approved by the Mountain View City Council, this Agreement is the entire agreement of the parties, and there are no other agreements or contracts except as set forth in this Agreement. This Agreement may not be modified except by amendment agreed to by both parties and approved by the Mountain View City Council.

**21.3** In the event either party desires to negotiate a successor Agreement upon the expiration of this Agreement, such party shall serve upon the other after March 1 of the last year in the term of this Agreement its written notice to commence negotiations.

**21.4** Negotiations shall begin no later than thirty (30) days from the timely receipt by one party, of the other party’s notice to commence negotiations.

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The parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding as of the day, month, and year noted below.

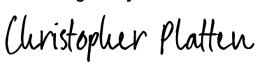
Approved:


Dated: 07/27/2022


For:

**EAGLES**

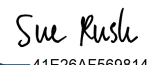
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Matt Salcido  
EAGLES President

DocuSigned by:  
  
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Christopher Platten  
EAGLES Representative

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Gabrielle Abdon  
EAGLES Negotiation Team Member

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Eduardo Gomez  
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**CITY OF MOUNTAIN VIEW**

DocuSigned by:  
  
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Human Resources Director

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Sloan, Sakai, Yueng & Wong, LLP

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Lindsey Bishop  
Human Resources Manager

## APPENDIX A

### BENCHMARK POSITIONS (including positions typically compared with benchmark)\*

#### Librarian II

Librarian I  
Senior Librarian

#### Library Assistant II

Library Assistant I  
Library Assistant III  
Library Technician

#### Library Manager

Library Customer Service Supervisor

#### Accountant II

Accountant I  
Senior Accountant

#### Analyst II

Senior Management Analyst  
Analyst I  
Administrative Aide  
Crime Analyst

#### Associate Planner

Senior Planner  
Assistant Planner  
Junior Planner  
Principal Planner

#### Deputy City Clerk

Assistant City Clerk

#### Recreation Coordinator

Community Outreach Coordinator  
Forestry Coordinator  
Recreation Supervisor  
Performing Arts Supervisor  
Recreation Specialist  
Senior Recreation Coordinator  
Performing Arts Coordinator  
Performing Arts Assistant  
Senior Stagehand  
Senior Ticket Services Representative  
Recreation Leader II

#### Associate Civil Engineer

Traffic Engineer  
Assistant Engineer (Civil)  
Junior Engineer (Civil)

Senior Civil Engineer  
Principal Civil Engineer  
Plan Check Engineer  
Plan Check Examiner

#### Parks Supervisor

Tree Supervisor/Arborist

#### Parks and Open Space Manager

Forestry and Roadway Manager

#### Planning Manager

Advanced Planning Manager  
Deputy Zoning Administrator  
Assistant Community Development Director

#### Principal IT Analyst

IT Applications Manager  
IT Operations Manager  
Network Architect  
Senior Systems Specialist  
Systems Specialist  
Systems Coordinator Technician

#### IT Analyst II

IT Analyst I  
IT Desktop Technician I  
IT Desktop Technician II  
Senior IT Analyst  
Senior IT Desktop Technician

#### Recreation Manager

Performing Arts Manager  
Shoreline Manager

#### Project Manager

Assistant Project Manager  
Senior Project Manager  
Facilities Project Manager  
Principal Project Manager

#### Facilities Maintenance Supervisor

Facilities Contract Coordinator

#### Fire Marshal Nonsafety

#### Equipment Maintenance Supervisor

Fleet and Facilities Manager

Economic Vitality Manager

Business Development Specialist

Risk Manager

Safety and Training Coordinator

Street and Landfill Closure Manager

Solid Waste Program Manager

Utility Services Manager

Water Supervisor

Wastewater Supervisor

Utilities Systems Supervisor

Water Superintendent

Street Supervisor

Postclosure Supervisor

Document Processing Technician I/II/III

(Tied to SEIU OA)

Copy Center Technician

Chief Building Official

Deputy Building Official

Buyer

Assistant Buyer

Purchasing/Support Services Manager

Supervising Buyer

Office of Emergency Services Coordinator

Public Education/Fire Safety Specialist

Transportation Manager

Transportation Planner

Other Classifications (not benchmarks)

Assistant Community Services Director

Assistant Library Director

Assistant Public Works Director/City Engineer

Chief Sustainability and Resiliency Officer

Communications Coordinator

Deputy Public Works Director/Asst. City Engineer

Emergency Communications Manager

Environmental Sustainability Coordinator

Fire Marshal - nonsworn

Fire Protection Engineer

Housing and Neighborhood Services Manager

Housing Officer

Housing Specialist I

Housing Specialist II

Human Services Manager

Hazardous Materials Specialist (Nonsafety)

Public Safety Social Media Communications

Coordinator

Public Safety Support Services Manager

Real Property Program Administrator

Senior Hazardous Materials Specialist (Nonsafety)

Senior Housing Officer

Water Resources Manager

\* NOTE: In some cases, benchmarks may not be surveyed each contract term based upon availability of data and comparable classifications.

## APPENDIX B

### EAGLES Bargaining Unit Total Compensation Survey

As shown in the example below, the following components of the total compensation survey are:

- Minimum and maximum base salary of each benchmark classification or other classification.
- PERS Employer-Paid Member Contribution (EPMC) times the maximum base salary.
- PERS Agency Rate (less employee contribution towards employer's PERS rate, if any) times the maximum base salary.
- Deferred compensation.
- Medical (employer share of highest family rate excluding POS).
- Vision.
- Dental.
- Life.
- LTD.
- Retiree health (employer share of highest rate for employee only).
- Salary effective date.
- Next increase.

The above components are added together for each surveyed position from each jurisdiction to produce "total compensation" for that position. The average, excluding Mountain View, of the total compensation of all jurisdictions is then calculated. The average differential is then calculated between the average total compensation and the total compensation of the Mountain View position. The median, excluding Mountain View, of the total compensation of all jurisdictions is then calculated. The median differential is then calculated between the median total compensation and the total compensation of the Mountain View position.

The maximum Base Salary and PERS EPMC columns are added together for each surveyed position from each jurisdiction to produce "MAX + EPMC" for that position. The average, excluding Mountain View, of the MAX + EPMC of all jurisdictions is then calculated. The average differential is then calculated between the average MAX + EPMC and the MAX + EPMC of the Mountain View position. The median, excluding Mountain View of the MAX + EPMC of all jurisdictions is then calculated. The median differential is then calculated between the median MAX + EPMC and the MAX + EPMC of the Mountain View position.