MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SARATOGA AND NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL, CARPENTERS FORTY SIX COUNTIES CONFERENCE BOARD AND THEIR AFFLIATED LOCAL UNIONS (UNION) JULY 1, 2015 TO JUNE 30, 2019

I. INTRODUCTION

This Memorandum of Understanding (MOU), or "AGREEMENT," dated July 1, 2015, is between the City of Saratoga through its designated representatives, hereinafter referred to as "CITY" and the Northern California Carpenters Regional Council, Carpenters Forty Six Counties Conference Board and Their Affiliated Local Unions, hereinafter referred to as "UNION."

This MOU complies with the provisions of the Meyers-Milias-Brown Act, as contained in Section 3500, et seq., of the Government Code of the State of California in that the employer-employee representatives noted herein did meet in good faith and did reach an understanding on those matters within the scope of representation.

II. GENERAL CONDITIONS

A. Total Agreement - This Agreement sets forth the full and entire understanding of the parties for the period beginning July 1, 2015, and continuing through June 30, 2019. This Agreement shall remain in effect until a new Agreement is signed by both parties. This Agreement supersedes any prior understandings, representations, agreements or promises of any kind, whether written, oral, express, or implied between the parties (including all prior Memoranda of Understanding) with respect to the subject matter of the Agreement. No verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing attached to this Agreement designated as an amendment to this Agreement, shall supersede or vary the provisions in this Agreement. If any provision of this Agreement is adjudged to be void or unenforceable, the remainder of the Agreement shall nevertheless remain in effect.

Except as specifically provided in this Agreement, it is agreed and understood that the UNION waives its right, and agrees that the CITY shall not be required, to negotiate with respect to any subject or matter covered in this Agreement or with respect to any other matters within the scope of negotiations, during the term of this Agreement.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

B. City Council Approval - City Council approval of the terms of this MOU is incorporated in Resolution No. 15-014 adopted on March 18, 2015.

C. Validity of Memorandum - Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, the court's decision shall only apply to the specific article, section, or portion of this Agreement directly specified in the decision, and the remainder of this Agreement shall not be affected by the decision.

D. CITY Rights - The CITY reserves, retains, and is vested with any management rights not expressly

granted to the UNION by this Agreement. These CITY rights include but are not limited to the right to:

1. Determine and modify the organization of CITY government and its constituent work units;
2. Determine the nature, standard, levels, and mode of delivery of CITY services;
3. Determine the methods, means, number, and kind of personnel by which CITY services are provided;
4. Determine the procedures and standards for selection for employment and promotions;
5. Establish employee performance standards including, but not limited to, quality standards, and to require compliance with those standards;
6. Discharge, suspend, demote, reprimand, or otherwise discipline employees in accordance with applicable laws, the Saratoga Municipal Code, Personnel Rules and Administrative Policies; and
7. Relieve employees from duty because of lack of work or lack of funds, or for inability to perform the job as required, subject to the Personnel Rules and Policies.

Nothing in this Article shall relieve the CITY of its obligation to meet and confer on the impact of the exercise of those rights, which are mandatory subjects of bargaining under the Meyers-Milias-Brown Act.

III. SALARY ADMINISTRATION

- For any wage or benefit change that SEA and/or SMO members receive in the 2015 SEA MOU and/or 2015 SMO MOU that is different than that received in the 2011 SEA MOU and/or 2011 SMO MOU, and if the 2015 UNION's MOU contains a provision on the same subject, the UNION unit members will receive the same wage or benefit change effective at the same time that SEA and/or SMO receives the change. If SEA and SMO have different effective dates for the same provision, the UNION unit members will receive the change on the earlier of the effective dates for SEA or SMO. This provision is expressly agreed to terminate and sunset in its entirety as of June 30, 2019, and will not continue in effect for future contracts, unless an express ratified agreement continues this in effect.
- Effective the beginning of the pay period in which the later of the City Council and the UNION unit members have ratified the Tentative Agreement, the wage schedule for the UNION maintenance workers and lead workers will be revised to be the same as the wage schedule of the SEA maintenance workers and lead workers as of that pay period in which this change is effective. All other terms of the Tentative Agreement will be effective July 1, 2015. This provision is expressly agreed to terminate and sunset in its entirety as of June 30, 2019, and will not continue in effect for future contracts, unless an express ratified agreement continues this in effect.

<u>Bi-annual salary survey not applicable</u>: Effective July 1, 2015, despite the City's Personnel Rules and Policies providing for pay range adjustments as a result of the bi-annual wage survey of comparable cities, the language will not apply to UNION as the provision III. Salary Administration, Section A. Salary Ranges in the MOU was eliminated and makes inapplicable the language in the City's Personnel Rules and Policies about the bi-annual wage survey and pay range adjustments.

Effective July 1, 2015, the City agrees to provide a one-time salary adjustment for any UNION positions that fall below the market average. Effective July 1, 2018 the City agrees to provide a one-time salary adjustment for any

UNION positions that fall below market average. This provision on the one-time salary adjustment for positions below market average that is effective July 1, 2015 and is effective again on July 1, 2018, is expressly agreed to terminate and sunset in its entirety as of July 31, 2018, and will not continue in effect for future contracts, unless an express ratified agreement continues this in effect. Consistent with the Personnel Rules, Article 12. Section 9. Pay Range Establishment, salary ranges are established by the collection of data from the following comparable cities: Los Altos, San Carlos, Los Gatos, Campbell, Menlo Park, Cupertino, and Morgan Hill.

A. 5-Step Range Table Pay Plan and Annual Cost-Of-Living Adjustment

See Exhibit A for the fiscal year 2015-16 5-step range table pay plan including the 2.5% cost of living adjustment effective July 1, 2015.

For each subsequent year of this MOU, each UNION member shall receive an annual cost-of-living adjustment of no less than one percent (1.0%) and no greater than two and one-half percent (2.5%) as based upon the annual average for the 12 month period of January to December of the U.S. Department of Labor, Bureau of Labor Statistics, "All Urban Consumers (CPI-U)" for the "San Francisco-Oakland-San Jose" region.

If the annual average falls below one percent (1.0%), each UNION member shall nevertheless receive a minimum one percent (1.0%) cost-of-living adjustment; if the above Index increases above two and one-half percent (2.5%), each UNION member shall nevertheless receive a maximum two and one-half percent (2.5%) cost-of-living adjustment.

B. Compensation

Pay – Employees occupying a position in a classification covered by this MOU shall be paid a base salary (exempt FLSA status) or hourly rate of pay (non-exempt FLSA status) within the range established for that position's classification.

Placement Within 5-Step Range Table –The CITY will determine placement consistent with the Personnel Rules and Policies.

Progression Within 5-Step Range Table – Advancement within an established 5-Step Range Table is considered at the time of employee eligibility.

Each employee will be eligible to receive a salary increase to the next higher step within the range of their assigned classification upon July 1 of each year, after each employee has worked at least six (6) months, if other eligibility criteria are met. If a new hire has not worked at least six (6) months as of July 1, then that employee's anniversary date will be the next July 1 and each July 1 thereafter.

Eligibility for Progression within Range - All regular and eligible employees (with reference to the paragraph immediate above) will be evaluated on a fiscal year basis and will advance in their pay range based on fiscal year performance evaluation results.

No increase in pay shall be automatic solely upon completion of a specified period of service. All increases shall be contingent upon a satisfactory fiscal year evaluation of the employee's performance, and shall require recommendation of the Department Head. In the case that an employee receives a cumulative rating of less than "meets expectations", the employee will not receive a pay increase other

than an approved and budgeted cost of living increase, if any. An employee who is denied an increase in pay may discuss such denial with his/her Department head and the City Manager (or his/her designee). The decision of the City Manager (or his/her designee) shall be final.

An employee who has received a cumulative rating of "meets expectations" or greater during the fiscal year employee performance evaluation will be eligible to receive a pay increase of five percent (5%) (1 step) above their existing pay, until such time as the employee reaches the top of his/her pay range, at which time the employee shall not advance beyond the top of the established range.

Negotiated increases: All negotiated pay increases shall apply at all steps in the range, including applying to an employee who is receiving the 5% performance incentive compensation step.

Promotion - Promotion is the movement of an employee from one classification to another classification having a higher salary range. At the time an employee is promoted, his or her salary shall be adjusted as follows:

If the first step in the salary range for the employee's new position is at least five percent (5%) greater than the employee's current salary range, the employee shall be moved to the first step of the new salary range.

If the first step in the salary range for the employee's new position is less than five percent (5%) greater than the employee's current salary range, the employee shall be moved to the step which would provide, at a minimum, a five percent (5%) increase in salary.

If no step in the salary range for the new position would provide the employee with at least a five percent (5%) salary adjustment, the employee shall be moved to the top step of the new salary range.

All promotional appointments shall be subject to a probationary period of one year. During the probationary period, a supervisor may evaluate an employee at any time. Upon successful completion of the twelve-month probationary period, a written evaluation will be prepared. At the completion of a successful probationary period, the employee shall be granted regular employment status and may advance in his/her salary range as part of the citywide fiscal year evaluation process.

If it is determined through employee performance evaluation that an employee subject to a promotional appointment does not pass probation, the probationary employee shall be reinstated to the position from which he or she was promoted provided that position is vacant and funded and provided that the employee subject to not passing probation did not violate the Personnel Rules and Policies' list of causes for discipline (except that an employee who has unsatisfactory job performance based on lack of knowledge, skills, and abilities required of the higher classification will be allowed reinstatement to the lower classification.) If no vacancy exists, the employee may ask to be placed on a re-employment list.

C. Working Out of Classification - Employees represented by UNION who are assigned by a Department Head or the City Manager for more than fifteen (15) consecutive working days in a calendar year to perform the essential functions of a position with a higher salary range than they are regularly assigned shall receive increased compensation of at least five percent (5%) higher than their regular compensation. Out of Classification assignments are temporary and shall continue as authorized by a Department Head or City Manager, but not exceed one year. Upon completion of an out of classification assignment, an employee will return to his/her regular job classification, salary range, and step.

D. Performance Incentive Compensation - Employees represented by UNION who have remained at the top step of the same salary range for five (5) years may be eligible for an additional step increase of five percent (5%) following receipt of a cumulative rating of meets expectations or greater during the annual employee performance evaluation. Five (5) years after meeting the criteria for the initial performance incentive compensation described above, a qualified employee -- that is an employee who has remained at five percent (5%) above the top step of his/her same salary range -- may be eligible for an additional salary increase of five percent (5%) following receipt of a cumulative rating of meets expectations or greater during the annual employee performance evaluation.

E. Fiscal Year Employee Evaluations

The CITY administers an employee evaluation process each fiscal year. The process includes a voluntary self-evaluation prepared by the employee and a performance evaluation prepared by the employee's supervisor/manager. Ratings on the Performance Evaluation are tied to the competency progression scale 50 to 100: 50 Unsatisfactory, 60,62,64,66,68 Approaching Expectations, 70,72,74,76,78 Meets Expectations, 80,82,84,86,88 Meets & Exceeds Expectations, 90,92,94,96,98,100 Meritorious/Outstanding.

The employee is rated on his/her performance in up to seven (7) categories:

Customer Service	Teamwork
Job/Functional Skills	Accountability
Initiative	Communication
Flexibility/Adaptability and Change	

The employee receives a composite score based upon individual ratings received under each category. An employee who has received a cumulative rating of 70 points or greater during the fiscal year employee performance evaluation will be eligible to receive a pay increase of five percent (5%) (1 step) above their existing pay until the employee reaches step 5.

IV. PROBATIONARY EMPLOYEE AND REGULAR EMPLOYEE

Probationary Employee - An employee who is serving a probationary period. The probationary period is part of the selection process. Unless otherwise authorized by the City Manager, probation is a twelve (12) month trial period during which a determination is made as to whether or not an employee is suitable for their position. A new employee serves "at will" and can be dismissed with or without cause by the CITY for any legal reason during the probationary period.

Separation Without Cause - At any time during the probationary period, the employment relationship may be terminated without cause and without right of appeal, grievance or hearing. The City Manager or designee must approve the termination. The probationary employee shall be notified prior to the expiration of the probationary period that he or she has been rejected for regular appointment.

Regular Appointment Requires Passing Probationary Performance Review - An employee will receive a regular appointment only when he/she receives a "meets expectations" or above rating on his/her written 12-month probationary performance review, resulting in the passing of the probationary period. If the employee does not meet the expectations for the probationary period, he/she will be rejected for regular appointment.

Regular Employee - An employee who: (1) is regularly scheduled to work on a continuing basis, (2) has completed the probationary period for the position he or she holds, and (3) holds a budgeted position

V. LAYOFF

A. Policy - It is the CITY's intent to avoid employee layoffs whenever possible. When, however, in the CITY's judgment it is necessary to abolish a position of employment, the employee holding the position may be laid off or demoted without disciplinary action and without the right of appeal. The CITY will meet with employees of the affected classification in order to determine whether or not a voluntary reduction in hours or other solution may be presented in order to avoid the pending layoff.

B. Notice - Whenever possible, an employee subject to layoff will be given at least 30-calendar days' notice prior to the effective date of the layoff. Layoff notification will be provided in the form of a "Notice of Layoff." At the time of notice, the employee will also be notified of any displacement rights or rights to reemployment, as described below.

C. Order of Layoff - Employees shall be laid off in the following order: (1) temporary employees, (2) part-time employees, (3) probationary employees, (4) regular employees, with all employees being laid off in the inverse order of their seniority within their classification. Seniority is determined by length of service. "Length of service" means employment without interruption, including all days of attendance at work and authorized leaves of absence. Length of service does not include unauthorized absences or periods of suspension or layoff.

In cases where two or more employees in the classification have the same seniority determination, the following procedure will be used: Employees shall be laid off on the basis of the last evaluation rating in the classification, provided that such information has been on file at least 30 days and no more than 12 months prior to lay off. In such a case, employees shall be laid off in the following order: (1) employees with an "unsatisfactory" or "below expectations" or similar performance numerical rating, (2) employees having a "meets expectations" or similar performance numerical rating, (3) employees with an "exceeds expectations" or "outstanding" or similar performance numerical rating. In the event that all conditions listed above are equal, the layoff shall be determined by a flip of a coin in the presence of the affected workers.

D. Demotion - Upon request of the employee and with approval of the appointing authority, an employee subject to layoff who has not held status in a lower classification may be allowed to demote to a vacant, authorized position in the same department if he/she meets all the requirements of the lower position as determined by the appointing authority. All employees who are demoted under this paragraph will be paid at the rate of pay for the lower position.

E. Transfer - The appointing authority may transfer an employee subject to layoff to a vacant, authorized position if the employee is qualified and capable of performing the essential functions of the position as determined by the appointing authority. An employee who is transferred will be paid at the rate of the position to which he or she is transferred. Any employee who does not accept a transfer within 5 working days after a Notice of Transfer is given will have automatically forfeited the ability to transfer. If the transfer involves a change from one department to another, both department directors must consent unless the City Manager orders the transfer for purposes of economy or efficiency.

F. Re-Employment - Regular employees who have received a satisfactory or better evaluation for the 12 months prior to lay off and have completed their probationary period at the time of the layoff, shall be

automatically placed on a re-employment list for one year for the classification from which they were laid off. This list will be used when a vacancy arises in the same or a lower class of position. Re-employment shall be based on seniority should more than one person in the same classification be laid off from the same department. Employees who are offered and refuse re-employment will be removed from the re-employment list after two refusals of reemployment. Employees re-employed in a lower class, or on a temporary basis, will continue to remain on the list for the higher position for one year.

G. Insurance Benefits Upon Layoff - The CITY will extend medical insurance benefits for two months (the remainder of the month of separation and one more month) to an employee who has been laid off if the employee was receiving benefits before the layoff. During this two-month period, the CITY will continue to pay the previously established contribution for the employee's medical insurance premium.

H. Paid Time Off (PTO) - Upon separation from the CITY service, the CITY agrees to pay 100% of the employee's accrued PTO at the employee's regular rate of pay at the time of separation.

VI. WORKING CONDITIONS

The CITY will continue to operate on a 9/80 work schedule to be determined by the City Manager and Directors where a full-time work week constitutes forty (40) hours within seven consecutive 24 hour days, also defined as one hundred sixty-eight (168) hours. Employees on a 9/80 schedule are scheduled to work 8 nine hour days, 1 eight hour day, and have one day off every two weeks. An employee's workweek begins in the middle of the employee's 8 hour day and the employee's day off is on the same day of the week in the following week. For example, the standard 9/80 work schedule for most UNION members is as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
off	9	9	9	9	4 (end) 4 (start)	off
off	9	9	9	9	off (end) off (start)	off
off	9	9	9	9	4 (end) 4 (start)	off
off	9	9	9	9	off (end) off (start)	off

Written Authorization signed by the City Manager is required for a work schedule arrangement different from the standard 9/80 schedule. The written authorization must be filed with the Human Resource and Payroll Divisions.

Fridays when the CITY is not open for business are referenced as "off-Fridays."

The work period (pay period) is the period encompassing two consecutive workweeks.

A holiday furlough will exist whereby the CITY operations are closed from December 24 through January 1 of every year. Two furlough days shall be compensated as a regular day's salary. To be paid for a furlough day, an employee must be on paid status the week of the furlough with the City. All part-time employees and employees on short-term disability shall receive furlough pay on a pro-rata basis.

For any remaining furlough days, employees shall utilize their available balances (earned paid time off or earned compensatory time), if applicable. Employees that utilize unpaid leave due to an insufficient leave balance shall maintain regular benefit status. Employees may not utilize unpaid leave prior to exhausting their available balances, except with prior written authorization signed by the City Manager.

VII. FAIR LABOR STANDARDS ACT AND OVERTIME

Those employees eligible through the Fair Labor Standards Act for overtime shall receive it in the following way:

1) Overtime for all eligible UNION members shall be defined as any time worked beyond the standard workday or beyond the standard work week as described above. The 9/80 and/or 4/10 work schedule may not be used in any application that requires entitlement to FLSA overtime as the CITY and UNION agree to the 9/80 and 4/10 work schedule;
2) Overtime compensation shall be computed at one-and-a-half times the employee's regular rate of pay for hours worked <u>in excess of the standard work hours in one day or for time worked over 40 hours in one workweek</u>;
3) All employee overtime must be preapproved in advance of the employee working overtime and in writing by the Department Head. The employee's written authorization to work overtime is required to be turned in with the employee's time sheet for each pay period.

COMPENSATORY TIME OFF IN-LIEU OF OVERTIME

<u>Supervisor Approval Required Before Work</u> - An employee may opt to accrue compensatory time-off ("CTO") in lieu of cash payment for overtime worked if his or her supervisor agrees prior to overtime work being performed. Employees must use CTO within 180 days of accrual unless otherwise approved by a Department head.

<u>Calculation Rate</u> - CTO be calculated at the appropriate overtime rate.

<u>Employee Requests to Use CTO</u> - The CITY will grant an employee's request to use accumulated CTO provided that: (1) the department can accommodate the use of CTO on the day requested without undue disruption; and (2) the employee makes the request no later than five days prior to the date requested. If the employee does not provide five days' notice, or if the department cannot accommodate the time off, the CITY will provide the employee the opportunity to cash out the CTO requested at the end of the current pay period.

<u>CITY Cash Out</u> - The CITY reserves the right to cash out accumulated CTO at any time.

<u>Employee Cash Out</u> - During employment, CTO is cashed out at the employee's current FLSA regular rate of pay (including all FLSA-applicable salary differentials). Employees separating from CITY service shall be compensated for all accrued, unused compensatory hours at the current FLSA regular rate of pay.

Fiscal Year Cash-Out - All Comp Time Off earned and not used as of June 15 of each fiscal year is automatically cashed out to the employee in the pay period before the fiscal year ends. No accrued and unused Comp Time Off can be carried over to the next fiscal year.

VIII. STANDBY PAY

Non-exempt employees may be assigned to standby duty as determined and as assigned in advance by the City Manager or Department Head. Employees assigned to standby duty must report for duty within one hour of notification and be able to perform the duties as assigned. Employees assigned to standby duty will be issued City cell phones and must answer telephone calls. Employees are compensated $37.50 for each weeknight, defined as from the end of the employee's work day's shift to the beginning of the next day's shift, and $75.00 per day for each weekend, defined as the end of the employee's workday on Thursday of an off-Friday week or Friday of an on-Friday week to the beginning of the next workday (off-Friday, Saturday, Sunday), or holiday assigned to standby status, unless an employee's regularly scheduled work day includes an off-Friday, Saturday, or Sunday. If an employee's regularly scheduled work day includes an off-Friday, Saturday, or Sunday, such an employee receives only the $37.50 for standby after working the employee's regularly scheduled shift.

IX. CALL OUT PAY

Non-exempt employees who are called out to perform work of an emergency nature after the employee's regularly scheduled workday are compensated for a minimum of three (3) hours for each occurrence at one and one-half (1.5) times the employee's regular hourly rate of pay. Employees will be compensated from the time they leave their residence until their direct return home after being released from the assignment. A second call out while responding to the first does not restart the clock. For example, if an employee is responding to a call out that begins at 2 p.m. and receives a second call at 2:15 p.m., and both calls are addressed and the employee is home by 3 p.m., both calls are within the three-hour minimum.

X. MEAL REIMBURSEMENT

The CITY will provide a meal or reimburse the cost of a meal up to $10.00 for each employee who is required to work extended overtime or who is required to work on extended emergency call out. Meal reimbursement is available if the employee works in excess of ten (10) consecutive hours during a scheduled workday or if the employee works in excess of four (4) hours during an emergency call out. Two meals will be provided if work is required in excess of eight (8) hours during an emergency call out.

XI. EMPLOYEE BENEFITS

A. Health and Dental – In-Lieu Payments

An employee who completes and submits required documents (1) to prove that the employee has other health insurance coverage and (2) to waive City-provided health insurance coverage will receive a payment per month of $350.00 as additional taxable wages.

The employee must complete and submit any required documents and provide proof of other health insurance coverage during open enrollment (in or around October) to be eligible for the cash-in-lieu payment beginning the following January 1.

Only qualifying events as defined by law allow employees to make a change to their health, dental, and/or in-lieu enrollment elections during the year (outside of the annual open enrollment period).

Any employee who declines to accept coverage in the Dental Plan, evidenced by signing a waiver form, shall receive a monthly in-lieu payment of $25.00.

The employee must complete and submit any required documents and provide proof of other health and/or dental insurance coverage during open enrollment (in or around October) to be eligible for the health and/or dental cash-in-lieu payment beginning the following January.

The monthly health and/or dental cash in-lieu payments for regular part-time employees and full-time employees working less than full time will be pro-rated in proportion to the number of hours worked or accrued leave hours paid.

B. Health and Dental Premium Contributions

Effective January 1, 2016, the City will provide a monthly health insurance contribution for each employee's selected level of coverage as follows in the chart below:

Employee	Employee Plus One	Employee Plus Two (Family)
$800.00	$1,600.00	$2,080.00

The City's monthly health insurance contribution will be adjusted annually for the remaining three (3) years of this agreement (2017, 2018, and 2019) as follows.

1. Prior to the beginning of the CalPERS open enrollment period, the City will compare the average monthly cost of all plans offered in the next calendar year for each level of coverage (Employee, Employee + 1, and Employee +2) with the current year average monthly costs for each level of coverage. The average will be calculated by adding the cost for each plan at the same level of coverage and then dividing by the number of plans.

2. If the average cost for a level of coverage in the next calendar year will exceed the average cost for the same level in the current year, then the City's monthly contribution for that level of coverage will be increased by 50% of the difference of the two yearly averages.

3. If the average cost for a level of coverage in the next calendar year is below the average cost for the same level in the current year, then the City monthly contribution for that level of coverage will not change.

The adjusted City contribution for each level of coverage for the next calendar year will be provided to the employees prior to the beginning of the open enrollment period and become effective on January 1 of each year.

Examples:
(1) The 2016 (base year) City monthly contribution for the family level of coverage is $2,080 and the average cost of all plans at the family level offered in 2017 will be $2,366. The City's monthly

contribution will be increased to $2,168 ($2,366 - $2,190 = $176, 50% of the $176 difference = an increase of $88). The employee would pay the balance of $88 for the plan selected.

(2) The 2017 average monthly contribution for the family level of coverage is $2,168 and the average cost of all plans at the family level offered in 2018 will be $2,554. The City's monthly contribution for 2018 would be increased from $2,168 (the 2017 rate) to $2,262 ($2,554 - $2,366 = $188, 50% of the $188 difference = an increase of $94). The employee would pay the balance of $94 for the plan selected.

The City contributes 100% of the dental premium for regular, full-time employees.

B. Deferred Compensation (457 Plan) - The CITY provides employees the opportunity to contribute toward an IRS Section 457 deferred compensation plan. Employees may contribute an amount up to a federally mandated maximum per calendar year on a pre-tax basis.

C. Short Term Disability Insurance - The CITY will pay 75% of a regular employee's full salary for six months and maintain existing insurance benefits, subject to eligibility requirements, for an employee on a disability leave, for three months from the date of the qualifying injury or illness. Short term disability payments will commence only after 12 continuous working days during which the employee is totally disabled, or when all accrued paid time off is exhausted, whichever is later. Short term disability payments are reported to PERS as salary earned. An employee on disability leave is entitled to accrue paid time off within the six (6) month period after the date of injury or illness and the accrual of paid time off shall be prorated based on the number of hours of paid time off that is being utilized by the employee. Upon exhaustion of all PTO, an employee on short term disability leave shall no longer accrue paid time off. In other words, while an employee is receiving the short-term disability payment of 75% of an employee's full salary, the employee will not accrue paid time off. The 75% of salary payment will be reduced for income received through social security and/or workers' compensation.

D. Long Term Disability Insurance - The CITY provides a long term disability plan administered by a third party to provide an employee with income protection. Following the six (6) months of short-term disability, the group insurance policy will cover 66% of the employee's salary up to a maximum of $2,000 per month. Benefits will be reduced for income received through social security and/or workers' compensation. Payments made to the disabled employee through this group policy are not reported to PERS as salary earned.

Employees whose salaries exceed $3,000 monthly are eligible to purchase additional long term disability insurance; however, availability of the plan is subject to the carrier's minimum requirement of ten (10) enrollees.

E. Life Insurance and Accidental Death Insurance - The CITY provides for $50,000 of life and accidental death and dismemberment insurance for all unit members. Coverage shall begin on the first day of the month following date of hire and ends on the date of separation. Employees may purchase additional life insurance for themselves and/or their dependents; however, availability of additional insurance is subject to the group carrier's requirements.

F. Employee Assistance Program - Counseling services are available to employees and their immediate family. Programs include personal financial management, stress management, marital and related domestic issues, drug or alcohol dependency, and other personal and work related issues.

G. Flexible Medical Spending Plan - Under Section 125 of the Internal Revenue Code, the employee may divert, on a pre-tax basis, up to a federally prescribed maximum of salary per year into a Medical Flexible Spending Account for eligible out-of-pocket medical and dental expenses.

H. Dependent Care Spending Plan - Under Section 125 of the Internal Revenue Code, the employee may divert, on a pre-tax basis, up to a federally prescribed maximum of salary per year into a Dependent Care Flexible Spending Account for eligible out-of-pocket dependent care expenses.

I. Long Term Care - Employees may purchase long term care insurance through a group benefits program administered by PERS.

J. Legislated Benefits - The following benefits are mandated by law and apply to all CITY employees:

1. Workers' Compensation - This insurance, paid by the CITY, assists employees in the event they become injured on the job or become ill due to their job.

2. Unemployment Insurance Compensation - The State Unemployment Insurance program, which is paid by the CITY, provides an income to employees who become unemployed through no fault of their own.

3. Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) - A federal health insurance law that requires employers to offer employees and their family members continued participation in employer's group health insurance program, at special rates, following a "qualifying event, "including going on unpaid status while on a California Family Rights Act (CFRA) or Family Medical Leave Act (FMLA) leave and termination from employment.

4. Health Insurance Portability and Accountability Act (HIPPA) - A federal law that limits the circumstances under which medical coverage may be excluded for pre-existing medical conditions and protects the dissemination of certain health-related information.

XII. PAID TIME OFF (PTO)

The CITY provides Paid Time Off (PTO), also referred to as annual leave benefits to regular full-time employees for the purpose of rest, relaxation, and planned interruptions from the workplace including vacation, illness, caring for children, school activities, medical/dental appointments, personal business, or emergencies. The CITY encourages employees to take time off in order to receive the personal replenishment value intended. All use of PTO is to be scheduled in advance and approved by a supervisor except in the case of illness or an emergency.

A. Eligibility - All regular full-time employees are eligible to take and/or accrue paid time off based on their continuous length of service, measured from the date of hire. Continuous length of service is defined as service that is uninterrupted by termination of employment and subsequent rehire by the CITY or a break in service that has been bridged.

B. Paid Time Off (PTO) Accrual - The amount of PTO earned each year is based on the employee's continuous length of service. PTO hours are calculated as earned on a bi-weekly accrual schedule. All PTO hours are based on compensated work hours. Therefore, PTO accruals for regular part-time employees scheduled to work less than 40 hours per week shall be prorated accordingly. Employees will not accrue PTO hours while on unpaid status.

Paid Time Off (PTO) Accrual Schedule for Full-Time Employees

Years of Service	Days Accrued	Hours Accrued	Maximum Annual Accrual Hours
Years 0 thru 5	22	176	600
After 5 years	27	216	600
After 10 years	32	256	600

FY PTO Cash-Out Option Effective Fiscal Year 2012-2013 through Fiscal Year 2018-2019: A PTO Cash-Out Option will not be made other than at the time of termination, except for the optional PTO cash-out plan described as follows:

If an employee has used the required minimum of 80 accrued hours of PTO in the prior fiscal year, the employee is eligible to cash out up to a maximum of 200 accrued hours of PTO per fiscal year on approximately September 1 and/or March 1. An employee must maintain a minimum balance of 200 hours of accrued PTO after the cash out.

PTO Accruals: Effective December 1, 2011, the PTO accrual cap of 600 hours in the Personnel Rules will be enforced. Under no circumstances can an employee accrue more than the accrual PTO cap at any point in time. Once an employee reaches the accrual cap, no additional PTO will accrue until the employee uses his or her accrued PTO and reduces the balance to less than the accrual cap. Thereafter, PTO benefits will continue to accrue on a prospective basis only until the employee reaches the cap. No retroactive credit will be given for the time when accrued PTO was at the cap.

PTO Timecard Reporting: PTO must be taken by exempt employees in increments of one hour or more in a workday. For example, when the employee leaves work one hour early to take care of personal business.

PTO Upon Termination

Upon retirement from CITY service, an employee may choose to use all of his/her accrued paid time off as sick leave for service credit if allowed to do so by PERS. If an employee uses less than 100% of his/her paid time off toward PERS service credit, the CITY will pay the balance of the employee's accrued paid time off at the employee's regular rate of pay.

Upon separation from CITY service other than retirement, the CITY will pay 100% of the employee's accrued paid time off at the employee's regular rate of pay. When an employee voluntarily resigns from employment, no paid time off may be used between the time a notice of resignation is given and the employee's last day of work unless authorized by the supervisor and Department Director.

C. Holidays - The CITY observes the following paid holidays:

(1)	New Year's Day	January 1
(2)	Martin Luther King's Birthday	3rd Monday in January
(3)	President's Day	3rd Monday in February
(4)	Memorial Day	Last Monday in May
(5)	Independence Day	July 4
(6)	Labor Day	1st Monday in September
(7)	Columbus Day	2nd Monday in October
(8)	Veteran's Day	November 11
(9)	Thanksgiving Day	4th Thursday in November
(10)	Day after Thanksgiving	Friday after Thanksgiving
(11)	Christmas Eve	December 24
(12)	Christmas Day	December 25
(13)	New Year's Eve	December 31

Calendars for four calendar years are attached. Except as modified by holiday calendars, this paragraph determines the scheduling of holidays. If a holiday falls on a Saturday, the preceding Friday will be observed. If a holiday falls on a Sunday, the following Monday will be observed. In those years in which one of the Christmas and/or New Year's holidays falls on a weekend, the Friday preceding the weekend and the Monday following the weekend shall be observed as holidays. If a holiday falls on an off-Friday, the holiday will be observed on the preceding Thursday. In general, holidays shall be compensated as a regular day's salary.

If a holiday occurs when an employee is using annual leave, the holiday will not be charged against the employee's annual leave balance. In order to receive holiday pay, an employee must be on the payroll on the last regularly scheduled workday preceding the holiday and the first regularly scheduled work day following the holiday except an employee on Disability Leave shall only be entitled to receive holiday pay within the six-month period after the date of injury/illness. If the employee is using accrued PTO on the day before the holiday and the day after the holiday, payment for the holiday shall be at full pay. If the employee is receiving Short Term Disability payments on the day before the holiday and/or the day after the holiday, payment for the holiday shall be at 75% of the employee's regular rate of pay.

D. Jury Duty Leave - Employees who are called for jury duty continue to receive full pay and benefits for that period of absence. An employee shall be paid the difference between his or her regular salary rate and the amount of cash pay received, except travel pay, for jury duty. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

E. Military Leave - An employee in a reserve component of the armed forces of the United States is entitled to military leave according to applicable law. An employee who has been employed by a public entity, including prior military service, for at least one year immediately prior to the day on which the absence begins is entitled to receive full salary and benefits during the first 30 calendar days of such temporary military leave, in addition to whatever pay is received from the federal government for training. Pay for such purposes shall not exceed 30 days in any one fiscal year.

F. Industrial Injury Leave - This is leave for an on-the-job injury or illness. Beginning on the date of injury/illness, the CITY shall pay an employee's full salary for up to the first three consecutive workdays of any absence due to any one injury or illness. In the event that such leave exceeds three consecutive workdays, the employee shall be entitled to Workers Compensation benefits as prescribed

by law. Monies paid through a third party administrator are not reported to PERS as salary earned. In addition, the employee may use annual leave to supplement Workers' Compensation benefits up to his/her full salary to the extent allowed by applicable law. An employee on Industrial Injury Leave will continue to receive full CITY paid insurance benefits (medical, dental, life, and long term disability) for up to 3 months from the date of injury/illness.

In the event that an employee suffers an injury or illness on the job, whether or not medical treatment is necessary, he or she must advise the supervisor at once and fill out an employee claim form. An employee must also indicate on their time card any time off taken due to an on-the-job injury or illness, or for related follow-up medical appointments.

Upon return to work from an Industrial Injury Leave, an employee shall provide a written statement from a doctor to his/her immediate supervisor stating that a specified number of appointments are necessary for Workers' Compensation approved treatment. This shall occur before the scheduling of treatment begins. Employees shall be expected to the extent possible to schedule appointments for follow-up medical treatments so as to minimize the inconvenience to fellow employees and the impact on the employee's ability to perform his/her job.

G. Leave Without Pay - It is not the policy of the CITY to grant leaves of absence under most circumstances. In cases of hardship or for other good and sufficient reasons, the City Manager may grant leaves of absence upon written request by an employee, for a period up to 90 days. The employee will not accrue any annual leave while on leave without pay and the leave period will be considered as discontinuous service. During the time an employee is on leave without pay, the CITY may discontinue paying for insurance benefits on behalf of the employee, although the employee shall have the option to continue benefits at his/her own cost.

XIII. RETIREMENT (PERS)

The CITY is a contracting agency of the California Public Employees Retirement System (PERS). Regular employees become members immediately upon employment and become vested after five years. The CITY pays the CITY's contribution as a contracting employer.

Effective November 14, 2011, each regular UNION employee will contribute 7% of the employee's compensation on a pre-tax basis towards the CalPERS 2%@55 retirement plan permanently.

New Hire CalPERS Retirement Plan For Employee Hired July 1, 2011 Through December 31, 2012: Any employee hired on or after July 1, 2011, (and effective as soon as the City can complete the legally-required process for this item) and before December 31, 2012, will receive the following 2nd tier retirement option:

a. A retirement plan of 2% at 60 with a retirement benefit based on a calculation using a three year average compensation.

b. Each employee will pay on a pre-tax basis 100% of the employee's contribution as determined by PERS toward the CalPERS 2%@60 retirement plan.

New Hire CalPERS Retirement Plan For Employee Hired January 1, 2013 and After: Any employee hired on or after January 1, 2013, who does not meet the exceptions as specified in state law to be a "classic" member of PERS, will receive the following 3rd tier retirement option:

a) A retirement plan of 2% at 62 as required by state law (PEPRA).

b) Each employee will pay on a pre-tax basis 100% of the employee's contribution as determined by PERS toward the CalPERS 2%@62 retirement plan.

An employee hired after January 1, 2013 who meets an exception under state law to be a "classic" member of PERS will receive the second tier plan of 2% at 60 noted above.

The CITY through its contract with PERS provides for retirement benefits including: (1) for employees hired before July 1, 2011, 2% at 55 (effective September 1, 1999), one year final compensation, service credit at retirement for unused sick leave, survivor continuance, and 1959 survivor benefits (Level 3) if death occurs prior to retirement, or (2) for employees hired on or after July 1, 2011, 2% at 60, three year average compensation, or (3) for employees hired on or after January 1, 2013, 2% at 62 as required by state law (PEPRA) (unless employee is a "classic" member).

In addition, employees may be eligible to purchase additional years of service credit under specific circumstances listed under the CITY's PERS contract.

XIV. UNIFORM AND CLOTHING ALLOWANCES

Each regular full-time employee shall receive an allowance of $400 per fiscal year for the purchase of pants, safety boots, and laundering of uniform shirts. Three shirts per employee per year are purchased directly by the City in the colors designated by the City. This $400 allowance shall be paid on the second pay date in July. The allowance shall be prorated from the date of hire for a newly hired employee. The allowance is reported to PERS as salary earned.

XV. TUITION REIMBURSEMENT

All regular employees of the CITY who have been employed continually for at least one year prior to the commencement of an approved course are eligible for the CITY's tuition reimbursement program, dependent on the City's availability of training funding at the time.

A. Coursework for Degree or Certificate - If the course(s) taken is/are job related or in fulfillment of the requirements for a degree or certificate, one-hundred percent (100%) reimbursement will be afforded for tuition, fees and books by the CITY up to a maximum of two thousand five hundred dollars ($2,500) per employee per fiscal year. The Department Head and City Manager will determine job-relatedness.

B. Coursework for Professional Development - If the course(s) is/are not specifically related to the employee's current position, and does not fulfill the requirements for a degree or certificate, but does provide for professional development related to the worker's position of employment or a higher position in the CITY, reimbursement will be afforded for tuition, fees and books by the CITY at one-hundred percent (100%), up to a maximum five hundred dollars ($500) per employee per fiscal year.

Reimbursement will be afforded after successful completion of the course(s) requirements. Successful completion is defined as a "C" grade or a "Pass" on a pass-fail system.

XVI. ARBITRATION AND GRIEVANCE PROCEDURE

If the UNION believes that the CITY has violated this Agreement, such matters arising during the term of this MOU ("grievances") will be resolved through this Grievance Procedure, which is the sole and exclusive method of doing so. The parties agree by this provision that matters regarding discipline remain within the sole discretion of the City as set forth in its Discipline Policy and that only the issue of whether the City has followed its Discipline Policy is subject to arbitration and the grievance procedure.

A. Step (1) - The UNION Representative will attempt to resolve the matter with the supervisor. If the matter is not resolved the UNION will file a written grievance with the CITY's Human Resources representative within fifteen days after the employee or UNION is aware or reasonably should be aware of the act or omission that caused the grievance. The grievance shall specify the date(s) of the alleged violation(s) and the provisions of the Agreement applicable to the dispute. A grievance not filed in writing within the above time shall be invalid or waived, excepting any complaint relative to wages shall not be deemed invalid or waived until thirty (30) days subsequent to origin of cause of the complaint and in no event shall an employee be deprived of actual wages due.

B. Step (2) - The CITY shall answer the grievance in writing within ten (10) working days after the written grievance is filed. The CITY Human Resources representative and the UNION will discuss the grievance during this period. If the grievance is not settled, the UNION may advance it to Step 3 by giving written notice to the City Manager within five (5) working days after the CITY Human Resources representative answers the grievance in writing. If the CITY does not timely file an answer, UNION may advance the grievance to Step 3 within five (5) calendar days by giving written notice to the City Manager and the HR Manager, and the UNION may deliver written notice of arbitration immediately. The CITY shall notify the UNION of the name, address, telephone number and fax number of the City Manager no later than five (5) working days after this MOU has been ratified and no later than five (5) working days from the date the CITY assigns the City Manager representative duties to a different individual.

C. Step (3) - During the five (5) working days after a grievance advances to Step 3, the City Manager and the UNION will attempt to settle it. If it is not settled during that five (5) day period, the UNION may advance it to Arbitration by delivering written notice to the City Manager within ten (10) working days after the end of the five (5) working day period. In the absence of such written notice, the grievance will be settled on the basis of the CITY's answer.

The time limits in this Grievance Procedure may be extended by mutual written agreement. Each party will provide the other with a current address of that party's representatives identified above.

D. Arbitration

1. Upon filing by the UNION of an appeal to arbitration as provided in Step 3 of the Grievance Procedure, the parties will promptly attempt to agree on an independent arbitrator to hear and resolve the grievance.

2. If the parties are unable to agree on an arbitrator within five (5) working days after the UNION delivers the notice of appeal to arbitration, either party may apply to the State Mediation and Conciliation Service (SMCS) for a panel of seven arbitrators. The party applying for the list will request that the list be sent by the SMCS to both parties.

3. Upon receipt of the list, the parties will promptly select an arbitrator to hear and decide the grievance by alternately striking names from the list (coin toss for first strike) until only one remains, and s/he will be the arbitrator for the case.

4. The arbitrator will decide the case by a written opinion following the hearing. The arbitrator's decision will be final and binding provided that the arbitrator's decision is based on the provisions of this Agreement as written and does not add to, subtract from or ignore any provision of this Agreement. Either party may have a transcript of the hearing made, but in that event, that party will pay for the transcript.

5. The fees and expenses of the arbitrator and the court reporter will be paid one-half by each party. Each party's own expenses will be paid by that party.

XVII. ALCOHOL AND DRUG ABUSE POLICY

Purpose - It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While the City of Saratoga has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol can take its toll on job performance and employee safety. Employees must be in a condition to perform their duties safely and efficiently, in the interest of their fellow workers and the public, as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While the CITY will be supportive of those who seek help voluntarily, the CITY will be equally firm in identifying and disciplining those whose continued substance abuse, even if enrolled in counseling or rehabilitation programs, results in performance problems, danger to the health and safety of others and themselves and/or violations of federal, state or CITY laws/policy.

Supervisors will be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end, the CITY will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the Agency's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

In recognition of the public service responsibilities entrusted to the employees of the CITY and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the CITY.

Policy - It is CITY policy that employees shall not be impaired by or have in their biological system, or be in possession, of alcohol or drugs while on CITY property, at work locations, or while on duty or subject to being called to duty, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or subject to being called to duty.

While use of validly prescribed medications and drugs does not violate this policy per se, failure by an employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of CITY equipment, can result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The CITY reserves the right to search, without employee consent, all areas and property in which the CITY maintains control or joint control with the employee. Otherwise, the CITY may notify appropriate law enforcement agencies that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the CITY.

Refusal to immediately submit to an alcohol and/or drug analysis when requested by CITY management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline, up to and including termination.

An employee reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

The CITY is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

The CITY has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. The CITY will provide separate written notice of the availability of this program to all employees. Employees should contact their supervisors or the EAP Counselor for additional information.

Application - This policy applies to all employees of and to all applicants for positions with the CITY. This policy applies to alcohol and drugs, including all substances, drugs or medications, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

Employee Responsibilities - An employee must:

Not report to work or be subject to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use;

Not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while subject to duty, on breaks, during meal periods or at any time while on CITY property;

Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty;

Submit immediately to an alcohol or drug test when requested by a CITY representative;

Notify his or her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of CITY equipment; and

Provide within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

Management Responsibilities -

Managers and supervisors are responsible for reasonable enforcement of this policy.

Managers and supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so the employee's ability to perform his or her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion depending upon the circumstances in which the behavior is observed and/or reported:

Slurred speech;

Alcohol odor on breath;

Unsteady walking and movement;

An accident involving CITY property, where it appears the employee's conduct is at fault;

Physical altercation;

Verbal altercation;

Unusual behavior;

Possession of alcohol or drugs;

Information obtained from a reliable person with personal knowledge.

Any manager or supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence.

Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this Policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home.

Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possessions of employees without the freely given written consent of, and in the presence of, the employee.

Managers and supervisors shall notify their Department head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the CITY. If the Department head or designee concurs that there is a reasonable suspicion of illegal drug possession, the Department head shall notify the appropriate law enforcement agency.

Physical Examination and Procedure - The drug and/or alcohol test may test for any substance which could impair an employee's ability to perform effectively and safely the functions of his or her job, including, but not limited to, prescription medication, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

Testing shall be performed at a local medical facility selected by the CITY. The procedure used shall require an unbroken chain of custody from sample collection to return of the written report. A split sample (a test sample which is divided into portions for use in an independent testing of positive samples) shall be preserved to provide an independent test. If the initial test has positive results, the CITY shall conduct a confirmation test using a court admissible testing technique. If the confirmation test has positive results, the employee may re-test the sample at a laboratory of the employee's choice and at the employee's own expense.

Results of Drug and/or Alcohol Analysis

Pre-Employment Physical
A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.

If a drug screen is positive at the pre-employment physical, the applicant must provide, within 24 hours of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

During Employment Physical or Alcohol/Drug Tests
A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including, termination.

If the drug screen is positive, the employee must provide, within 24 hours of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor of the same, the employee will be subject to disciplinary action, up to and including termination.

If an alcohol drug test is positive for alcohol or drugs, the CITY shall conduct an investigation to gather all facts. The decision to discipline, up to and including termination, will be carried out in conformance with the CITY's discipline procedures, modified as follows:

1. In the event a regular, for-cause employee requests an evidentiary appeal to the City Manager from

a final notice of discipline (Section 6 of the Discipline Policy) for violating the City's Drug and Alcohol Abuse Policy, the evidentiary appeal will be conducted by a neutral, third party arbitrator who, after conducting the evidentiary hearing and hearing all of the evidence (pursuant to the provisions of Section 6 of the Discipline Policy), will make a nonbinding recommendation to the City Manager with respect to discipline. The nonbinding recommendation will include: (a) the arbitrator's nonbinding recommendation regarding discipline; and (b) the arbitrator's nonbinding-recommended-written findings of fact in support of his or her recommendation for discipline. The nonbinding-recommended-written findings of fact will include the factual basis for the recommendation for discipline, including the testimony of the witnesses relied upon, the basis of any credibility determinations of these and other witnesses, the documents and other evidence relied upon, and nonbinding assessments on how the testimony, documents, and other evidence support the nonbinding recommendation of the arbitrator.

2. The City and the Union will agree on the neutral, third party arbitrator who will conduct the evidentiary hearing and make the above nonbinding recommendations, prior to the onset of the evidentiary hearing. In the event an agreement on a third party arbitrator cannot be reached, then either party shall promptly obtain from the California State Conciliation Services a list of seven impartial arbitrators from which the City and the Union shall select the neutral, third party arbitrator by alternatively striking names from the list. The first party to strike from the list shall be determined by coin toss.

3. The neutral, third party arbitrator will submit his or her nonbinding recommendation for discipline and nonbinding-recommended-written findings of fact to the City Manager with a copy to the employee and the Union within 30 days after the evidentiary hearing has been completed and written briefs, if any, have been submitted. The City Manager will have 30 days thereafter in which to review the nonbinding recommendations and findings, to request clarification or additional testimony or evidence (at the City Manager's discretion) on any issue, and to render a final statement of written findings and decision. The City Manager's decision is final.

4. Proof of service of the City Manager's final statement of written findings and decision and the statute of limitations on that final decision is in accordance with Subdivisions 6 and 7 of Section 6 of the Discipline Policy.

Confidentiality - Laboratory reports and test results shall not appear in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resources Manager. The reports or test results may be disclosed to CITY management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; or (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

XVIII. DISCIPLINE POLICY

Unless otherwise specified by a memorandum of understanding, the following constitutes the CITY's policy regarding disciplinary actions:

A. Policy Coverage - The following categories of persons can be terminated at-will and have no rights to any of the pre- or post-disciplinary processes or procedures in this Policy: (1) temporary employees,

(2) provisional or seasonal employees, (3) probationary employees, (4) any person who serves pursuant to a contract, and (5) any person who is designated "at-will" in any CITY policy, document, acknowledgement, resolution or ordinance. Notwithstanding any provision in this policy, any regular employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) is not subject to any disciplinary penalty which is inconsistent with his or her FLSA overtime-exempt status.

B. Causes for Discipline - Regular employees may be counseled, admonished, reprimanded, suspended, demoted, discharged or incur a reduction in pay for disciplinary causes including but not limited to:

1. Violation of the CITY's Employment Standards, Standards of Conduct or any department rule, CITY policy or CITY regulation, ordinance or resolution;

2. Absence without authorized leave;

3. Excessive absenteeism and/or tardiness as defined by the employee's department director, these Policies, or MOU;

4. Use of disability leave in a manner not authorized or provided for pursuant to the disability leave policy or other policies of the CITY;

5. Purposefully and knowingly making any false statement, omission or misrepresentation of a material fact;

6. Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;

7. Unsatisfactory job performance;

8. Inefficiency;

9. Malfeasance or misconduct, which shall be deemed to include, but shall not be limited to the following acts or omissions:

    a. Conviction of a felony. "Conviction" shall be construed to be a determination of guilt of the accused by a court, including a plea of guilty or nolo contender (no contest), regardless of sentence, grant of probation, or otherwise.

    b. Damaging CITY property, equipment, or vehicles, or wasting CITY supplies through negligence or misconduct.

10. Insubordination;

11. Dishonesty;

12. Theft;

13. Disobedience;

14. Violation of the CITY's or a department's confidentiality policies, or disclosure of confidential CITY information to any unauthorized person or entity;

15. Misuse of any CITY property, including, but not limited to: physical property, tools, equipment, CITY communication systems, or Intellectual Property;

16. Mishandling of public funds;

17. Falsifying any CITY record;

18. Discourteous treatment of the public or other employees;

19. Failure to cooperate with employee's supervisors or fellow employees;

20. Violation of the CITY's Drug-Free Workplace Policy;

21. Violation of the CITY's Use of CITY Property and Equipment Policy;

22. Violation of the CITY's Policy Against Harassment, Discrimination and Retaliation;

23. Violation of the CITY's Workplace Security Policy;

24. Unapproved outside employment or activity that violates the CITY's Outside Employment policy, or other enterprise that constitutes a conflict of interest with service to the CITY;

25. Any conduct that impairs disrupts or causes discredit to the CITY, the employee's CITY employment, to the public service, or other employee's employment;

26. Failure to comply with OSHA Safety Standards and CITY safety policies;

27. Failure to report to his or her supervisor any contact with criminal authorities (such as police) which may affect employment with the CITY;

28. Altering, falsifying, and tampering with time records, or recording time on another employee's time record; or

29. Working overtime without prior authorization.

C. Administrative Disciplinary Leave - A department director may place an employee on an administrative disciplinary leave with pay pending a potential disciplinary action. Administrative disciplinary leave with pay is authorized: (1) when the department director believes that the employee's continued presence at the work site could have detrimental consequences for CITY operations; or (2) pending investigation into charges of misconduct. If the charges against the employee are substantiated by the investigation, appropriate disciplinary action may be taken in accordance with these procedures.

D. Types of Discipline

Counseling Memo - A counseling memo shall be retained in the employee's personnel file, and may not be appealed under this policy.

Oral Admonishment or Reprimand - An oral admonishment or reprimand shall be memorialized in writing, become part of the employee's personnel file, and may not be appealed under this policy.

Written Admonishment or Reprimand - A department director may reprimand an employee by furnishing him/her with a written statement of the specific reasons for reprimand. A copy of the reprimand will be retained in the employee's personnel file, and may not be appealed. The employee has the right to have a written rebuttal attached to the reprimand in the employee's personnel file.

Suspension - A department director may suspend an employee from his or her position for cause. Documents related to a suspension shall become part of the employee's personnel file. An employee subject to suspension will receive prior written notice and appeal as provided herein. FLSA-exempt employees are not subject to suspension except in work day or work week increments or for violations of major safety rules.

Demotion - A department director may demote an employee from his or her position for cause. Documents related to a demotion shall become part of the employee's personnel file. An employee subject to demotion shall be entitled to the prior written notice and appeal as provided herein.

Reduction in Pay - A department director may reduce an employee's pay for cause. A reduction in pay for disciplinary purposes may take one of two forms: (1) a decrease in salary to a lower step within the salary range; or (2) a decrease in salary paid to an employee for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file. An employee subject to a reduction in pay shall be entitled to prior written notice and appeal as provided herein. FLSA-exempt employees are not subject to reduction in pay.

Discharge - A department director may discharge an employee from his or her position for cause. Documents related to discharge shall become a part of an employee's personnel file. A discharged employee is entitled to prior written notice and appeal based upon the terms described herein.

E. Skelly Process – Pre-Disciplinary Procedure for Suspension, Demotion, Reduction in Pay, or Discharge - Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section.

Notice of Intent to Discipline - The employee will be provided a written notice of intent to discipline, copied to the City Manager that contains the following:

1. The level of discipline intended to be imposed;

2. The specific charges upon which the intended discipline is based;

3. A summary of the misconduct upon which the charges are based;

4. A copy of all written materials, reports, or documents upon which the intended discipline is based;

5. Notice of the employee's right to respond to the department director regarding the charges within 5 calendar days from the date of the Notice, either by requesting an informal conference, or by providing a written response, or both;

6. Notice of the employee's right to have a representative at the informal conference, should he or she choose to respond orally; and

7. Notice that the failure to respond at the time specified shall constitute a waiver of the right to

respond prior to the imposition of discipline.

Employee's Response and the Skelly Conference

1. If the employee requests an informal conference to respond orally to the charge(s), the conference must be scheduled at least 7 calendar days after the date of the Notice. The conference will be an informal meeting with the department director, at which the employee has an opportunity to rebut the charges against him or her and present any mitigating circumstances. The department director will consider the employee's presentation before recommending any final disciplinary action.

2. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

Final Notice of Discipline - After considering the employee's response, or after the expiration of the employee's time to respond to the Notice of Intent, the department director shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; or (2) modify the intended disciplinary action, or (3) impose the intended disciplinary action. In any event, the department director shall prepare and provide the employee with a notice, copied to the City Manager that contains the following:

1. The level of discipline, if any, to be imposed and the effective date of the discipline;

2. The specific charges upon which the discipline is based;

3. A summary of the misconduct upon which the charges are based;

4. A copy of all written materials, reports, or documents upon which the discipline is based; and

5. A statement of the nature of the employee's right to appeal.

F. Evidentiary Appeal to the City Manager

Request for Appeal Hearing - A regular, for-cause employee may appeal from a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by delivering a written answer to the charges and a request for appeal to the City Manager or designee. The written answer and request for appeal must be received no later than 10 calendar days from the date of the department director's decision.

Delegation - The City Manager or designee reserves the right to delegate his or her authority to decide the appeal to an outside hearing officer to be chosen by the City Manager or designee.

Date and Time of the Appeal Hearing - The City Manager will set a date for an appeal hearing within a reasonable time after receipt of a timely written answer and request for appeal. An employee who, having filed a timely written answer and request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the City Manager may dismiss the appeal.

Identification of Issues, Witnesses and Evidence - No later than 10 days prior to the appeal hearing, each party will provide each other and the City Manager a statement of the issues to be decided, a list of all

witnesses to be called (except rebuttal witnesses), a brief summary of the subject matter of the testimony of each witness, and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The CITY will use numbers to identify its evidence; the employee shall use alphabet letters. Neither party will be permitted to call any witness during the hearing that has not been identified pursuant to this section, nor use any exhibit not provided pursuant to this section, unless that party can show that they could not have reasonably anticipated the need for the witness or exhibit. The City Manager will state at the beginning of the hearing his or her decision as to the precise issue(s) to be decided.

Conduct of the Appeal Hearing

Subpoenas - The City Council has authority, and may delegate the authority to the City Clerk, to issue subpoenas in the name of the CITY prior to the commencement of the hearing. Each party is responsible for serving his/her/its own subpoenas. CITY employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. CITY employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless the CITY agrees to a different arrangement.

Continuances - The City Manager may continue a scheduled hearing only upon good cause shown.

Record of the Proceedings - All disciplinary hearings may, at the discretion of the parties, be either recorded by a court reporter or tape recorded.

The City Manager's Authority - During the Hearing the City Manager has the authority to control the conduct of the hearing and to affirm, modify, or revoke the discipline.

Conduct of the Hearing

1. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner the City Manager decides is the most conducive to determining the truth.

2. Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

3. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but over timely objection shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. An objection is timely if made before submission of the case.

4. All privileges recognized in civil proceedings apply.

5. Irrelevant and unduly repetitious evidence may be excluded.

6. The City Manager shall determine relevancy, weight and credibility of testimony and evidence.

7. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the request of either party.

8. All witnesses shall be sworn in for the record prior to testifying at the hearing. The City Manager or the court reporter shall request each witness to raise his or her right hand and respond to the following: "Do you swear that the testimony that you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?"

Burden of Proof at the Hearing - The CITY has the burden of proof by a preponderance of the evidence.

Right to Due Process - The employee shall have the following due process rights during the hearing:

1. The right to be represented by legal counsel or another chosen representative, at his or her own expense;

2. The right to call and examine witnesses on his or her behalf;

3. The right to introduce evidence;

4. The right to cross-examine opposing witnesses on any matter relevant to the issues;

5. The right to impeach any witness regardless of which party first called him or her to testify; and

6. The right to rebut evidence against him or her.

Hearing to be Closed to the Public - The hearing will be closed to the public unless the employee requests that it be open.

Presentation of the Case - The parties will address their remarks, evidence, and objections to the City Manager. All parties and their counsel or representatives shall not disparage the intelligence, morals, or ethics of their adversaries or of the City Manager. The City Manager may terminate argument at any time and issue a ruling regarding an objection or any other matter. The City Manager may alter the order of witnesses, limit redundant or irrelevant testimony, or directly question the witness. The hearing shall proceed in the following order unless the City Manager directs otherwise:

1. The CITY shall be permitted to make an opening statement.

2. The employee shall be permitted to make an opening statement.

3. The CITY shall produce its evidence.

4. The employee shall produce his or her evidence.

5. The CITY, followed by the employee, may offer rebuttal evidence.

6. Closing arguments of no more than 20 minutes shall be permitted at the discretion of the City Manager. The CITY shall have the right to argue first, the employee may argue second, and the CITY may reserve a portion of its argument time for rebuttal.

Written Briefs by the Parties - The City Manager or the parties may request the submission of written briefs. The City Manager will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.

Written Findings and Decision - The City Manager shall render a statement of written findings and decision within 30 days after the hearing has been completed and the briefs, if any, have been submitted. The City Manager's decision is final.

Proof of Service of the Written Findings and Decision - The City Manager shall send his or her final statement of written findings and decision, along with a proof of service of mailing, to each of the parties and to each of the parties' representatives. A copy shall also be distributed to the Human Resources Manager.

Statute of Limitations - The City Manager's written findings and decision is final. There is no process for reconsideration. Pursuant to Code of Civil Procedure Section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of Santa Clara.

XIX. SCOPE OF AGREEMENT

This MOU represents the entire and complete understanding reached between the representatives of the CITY and the representatives of the UNION for the period designated and applies to all positions represented by the UNION.

XX. RATIFICATION

This MOU is subject to ratification by a majority vote of the members of the UNION. City Council adoption of Resolution No. 15-014 and ratification by the UNION will put the terms of this MOU into effect. (Union ratified March 9, 2015, and City Council ratified March 18, 2015).

Representative of the
City of Saratoga:

James Lindsay, City Manager
Date: 3/31/15

Representatives of the
Northern California Carpenters Regional Council, Carpenters Forty Six Counties Conference Board and Their Affiliated Local Unions

Jay Streets
Date: 4-1-15

Richard Amaro
Date: 4.1.15

Randy Bean
Date: 4/1/15

RESOLUTION NO. 15-014

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA ADOPTING MEMORANDUM OF UNDERSTANDING FOR THE "UNION"

(Northern California Carpenters Regional Council, Carpenters Forty Six Counties Conference Board and Their Affiliated Local Unions)

July 1, 2015 to June 30, 2019

WHEREAS, representatives of the City and the UNION have reached agreement on matters relating to the employment conditions of said employees, as reflected by the written Tentative Agreement for the Memorandum of Understanding; and

WHEREAS, the Tentative Agreement for the Memorandum of Understanding was ratified by the UNION membership on March 3, 2015 and presented to the City Council on March 18, 2015; and

WHEREAS, this Council finds that the terms and conditions contained in said Tentative Agreement for the Memorandum of Understanding fair and proper and in the best interest of the City; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Saratoga the terms and conditions contained in said Tentative Agreement for the Memorandum of Understanding for the "UNION" July 1, 2015 to June 30, 2019 are hereby ratified and adopted as the Memorandum of Understanding.

The above and foregoing resolution was passed and adopted by the Saratoga City Council at a regular meeting held on the 18th day of March 2015, by the following vote:

AYES:	Mayor Howard A. Miller, Vice Mayor Manny Cappello, Council Member Emily Lo, Mary-Lynne Bernald, Rishi Kumar
NOES:	None
ABSENT:	None
ABSTAIN:	None

Howard A. Miller, Mayor

ATTEST:

Crystal Bothelio, City Clerk

DATE: 3/20/2015

CITY OF SARATOGA
Position Salary Range Table

FISCAL YEAR 2014/15 - Revised

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD							
POSITION TITLE (FLSA Classification)	STEP RANGES					Performance Incentive Compensation	
	1	2	3	4	5	5%	10%
STAFF CLASSIFICATIONS							
Park Maintenance Worker I	1,946.40	2,044.00	2,146.40	2,253.60	2,366.40	2,484.80	2,608.80
Street Maintenance Worker I	50,606.40	53,144.00	55,806.40	58,593.60	61,526.40	64,604.80	67,828.80
(FLSA Non-Exempt)	24.33	25.55	26.83	28.17	29.58	31.06	32.61
Park Maintenance Worker II	2,146.40	2,253.60	2,366.40	2,484.80	2,608.80	2,739.20	2,876.00
Street Maintenance Worker II	55,806.40	58,593.60	61,526.40	64,604.80	67,828.80	71,219.20	74,776.00
(FLSA Non-Exempt)	26.83	28.17	29.58	31.06	32.61	34.24	35.95
Park Maintenance Worker III	2,410.40	2,531.20	2,657.60	2,790.40	2,929.60	3,076.00	3,229.60
Street Maintenance Worker III	62,670.40	65,811.20	69,097.60	72,550.40	76,169.60	79,976.00	83,969.60
(FLSA Non-Exempt)	30.13	31.64	33.22	34.88	36.62	38.45	40.37
Park Maintenance Lead worker	2,692.80	2,827.20	2,968.80	3,117.60	3,273.60	3,437.60	3,609.60
Street Maintenance Lead worker	70,012.80	73,507.20	77,188.80	81,057.60	85,113.60	89,377.60	93,849.60
(FLSA Non-Exempt)	33.66	35.34	37.11	38.97	40.92	42.97	45.12

CITY OF SARATOGA
Position Salary Range Table

FISCAL YEAR 2015/16

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

** The Performance Incentive Compensation program is eliminated for employees hired after July 1, 2011.*

POSITION TITLE (FLSA Classification)	STEP RANGES					Performance Incentive Compensation	
	1	2	3	4	5	5%	10%
STAFF CLASSIFICATIONS							
Park Maintenance Worker I	1,995.20	2,095.20	2,200.00	2,310.40	2,425.60	2,547.20	2,674.40
Street Maintenance Worker I	51,875.20	54,475.20	57,200.00	60,070.40	63,065.60	66,227.20	69,534.40
(FLSA Non-Exempt)	24.94	26.19	27.50	28.88	30.32	31.84	33.43
Park Maintenance Worker II	2,200.00	2,310.40	2,425.60	2,547.20	2,674.40	2,808.00	2,948.80
Street Maintenance Worker II	57,200.00	60,070.40	63,065.60	66,227.20	69,534.40	73,008.00	76,668.80
(FLSA Non-Exempt)	27.50	28.88	30.32	31.84	33.43	35.10	36.86
Park Maintenance Worker III	2,470.40	2,593.60	2,723.20	2,859.20	3,002.40	3,152.80	3,310.40
Street Maintenance Worker III	64,230.40	67,433.60	70,803.20	74,339.20	78,062.40	81,972.80	86,070.40
(FLSA Non-Exempt)	30.88	32.42	34.04	35.74	37.53	39.41	41.38
Park Maintenance Lead worker	2,760.00	2,898.40	3,043.20	3,195.20	3,355.20	3,523.20	3,699.20
Street Maintenance Lead worker	71,760.00	75,358.40	79,123.20	83,075.20	87,235.20	91,603.20	96,179.20
(FLSA Non-Exempt)	34.50	36.23	38.04	39.94	41.94	44.04	46.24

CITY OF SARATOGA

2016 PAID HOLIDAYS

HOLIDAY	ACTUAL DAY	ACTUAL DATE	DAY OBSERVED	DATE OBSERVED
New Year's Day	Friday (OFF)	January 1, 2016	Wednesday	December 30, 2015
MLK Birthday	Monday	January 18, 2016	Monday	January 18, 2016
President's Day	Monday	February 15, 2016	Monday	February 15, 2016
Memorial Day	Monday	May 30, 2016	Monday	May 30, 2016
Independence Day	Monday	July 4, 2016	Monday	July 4, 2016
Labor Day	Monday	September 5, 2016	Monday	September 5, 2016
Columbus Day	Monday	October 10, 2016	Monday	October 10, 2016
Veteran's Day	Friday	November 11, 2016	Friday	November 11, 2016
Thanksgiving Day	Thursday	November 24, 2016	Thursday	November 24, 2016
Day after Thanksgiving	Friday	November 25, 2016	Friday	November 25, 2016
Christmas Eve	Saturday	December 24, 2016	Friday	December 23, 2016
Christmas Day	Sunday	December 25, 2016	Monday	December 26, 2016
New Year's Eve	Saturday	December 31, 2016	Thursday	December 29, 2016

DECEMBER 2016 and HOLIDAY FURLOUGH

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
18	19	20	21	22	23	24
	Regular Work Day	Regular Work Day	Regular Work Day	Regular Work Day	Holiday - **Moved From December 24**	Actual Holiday See 12/23/16 (Per PR & P: Move to preceding Friday)
25	26	27	28	29	30	31
Actual Holiday See 12/26/16 (Per PR & P move to following Monday)	Holiday - **Moved from December 25**	Furlough	Furlough	Holiday - **Moved from December 31**	Off Friday	Actual Holiday See 12/29/16 (Per PR & P: Move to preceding Friday)

January 2017

1	2	3
Actual Holiday See 1/2/17 (Per PR & P move to following Monday)	Holiday - **Moved from January 1, 2017**	Back to Work

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CITY OF SARATOGA

2017 PAID HOLIDAYS

HOLIDAY	ACTUAL DAY	ACTUAL DATE	DAY OBSERVED	DATE OBSERVED
New Year's Day	Sunday	January 1, 2017	Monday	January 2, 2017
MLK Birthday	Monday	January 16, 2017	Monday	January 16, 2017
President's Day	Monday	February 20, 2017	Monday	February 20, 2017
Memorial Day	Monday	May 29, 2017	Monday	May 29, 2017
Independence Day	Tuesday	July 4, 2017	Tuesday	July 4, 2017
Labor Day	Monday	September 4, 2017	Monday	September 4, 2017
Columbus Day	Monday	October 9, 2017	Monday	October 9, 2017
Veteran's Day	Saturday	November 11, 2017	Friday	November 10, 2017
Thanksgiving Day	Thursday	November 23, 2017	Thursday	November 23, 2017
Day after Thanksgiving	Friday	November 24, 2017	Friday	November 24, 2017
Christmas Eve	Sunday	December 24, 2017	Tuesday	December 26, 2017
Christmas Day	Monday	December 25, 2017	Monday	December 25, 2017
New Year's Eve	Sunday	December 31, 2017	Tuesday	January 2, 2018

DECEMBER 2017 and HOLIDAY FURLOUGH

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	25	26	27	28	29	30
Actual Holiday See 12/26/17 (Per PR & P move to following Monday)	Holiday	Holiday - **Moved From December 24**	Furlough	Furlough	Off Friday	

January 2018

31	1	2	3	4	5
Actual Holiday See 1/2/18 (Per PR & P move to following Monday)	Holiday	Holiday - **Moved From December 31**	Return to Work	Regular Work Day	Regular Work Day

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CITY OF SARATOGA

2018 PAID HOLIDAYS

HOLIDAY	ACTUAL DAY	ACTUAL DATE	DAY OBSERVED	DATE OBSERVED
New Year's Day	Monday	January 1, 2018	Monday	January 1, 2018
MLK Birthday	Monday	January 15, 2018	Monday	January 15, 2018
President's Day	Monday	February 19, 2018	Monday	February 19, 2018
Memorial Day	Monday	May 28, 2018	Monday	May 28, 2018
Independence Day	Wednesday	July 4, 2018	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018	Monday	September 3, 2018
Columbus Day	Monday	October 8, 2018	Monday	October 8, 2018
Veteran's Day	Sunday	November 11, 2018	Monday	November 12, 2018
Thanksgiving Day	Thursday	November 22, 2018	Thursday	November 22, 2018
Day after Thanksgiving	Friday	November 23, 2018	Friday	November 23, 2018
Christmas Eve	Monday	December 24, 2018	Monday	December 24, 2018
Christmas Day	Tuesday	December 25, 2018	Tuesday	December 25, 2018
New Year's Eve	Monday	December 31, 2018	Monday	December 31, 2018

DECEMBER 2018 and HOLIDAY FURLOUGH

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23	24	25	26	27	28	29
	Holiday	Holiday	Furlough	Furlough	Off Friday	

January 2019

30	31	1	2	3	4
	Holiday	Holiday	Return to Work	Regular Work Day	Regular Work Day

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CITY OF SARATOGA

2019 PAID HOLIDAYS

HOLIDAY	ACTUAL DAY	ACTUAL DATE	DAY OBSERVED	DATE OBSERVED
New Year's Day	Tuesday	January 1, 2019	Tuesday	January 1, 2019
MLK Birthday	Monday	January 21, 2019	Monday	January 21, 2019
President's Day	Monday	February 18, 2019	Monday	February 18, 2019
Memorial Day	Monday	May 27, 2019	Monday	May 27, 2019

FISCAL YEAR 2019/2020 DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT

Independence Day	Thursday	July 4, 2019	Thursday	July 4, 2019
Labor Day	Monday	September 2, 2019	Monday	September 2, 2019
Columbus Day	Monday	October 14, 2019	Monday	October 14, 2018
Veteran's Day	Monday	November 11, 2019	Monday	November 11, 2019
Thanksgiving Day	Thursday	November 28, 2019	Thursday	November 28, 2019
Day after Thanksgiving	Friday(OFF)	November 29, 2019	Monday	December 23, 2019
Christmas Eve	Tuesday	December 24, 2019	Tuesday	December 24, 2019
Christmas Day	Wednesday	December 25, 2019	Wednesday	December 25, 2019
New Year's Eve	Tuesday	December 31, 2019	Tuesday	December 31, 2019

DECEMBER 2019 and HOLIDAY FURLOUGH

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
22	23	24	25	26	27	28
	Holiday Moved from November 29 (OFF Friday)	Holiday	Holiday	Furlough	Off Friday	
DECEMBER 2019			**JANUARY 2020**			
29	30	31	1	2	3	
	Furlough	Holiday	Holiday	Return to Work	Regular Work Day	