

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF SARATOGA  
AND  
SARATOGA EMPLOYEE ASSOCIATION (SEA)  
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 Saratoga Employees Association (SEA), hereinafter referred to as "SEA."

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 SEA 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 approved the terms of this MOU incorporated in Resolution No. 15-028 adopted on May 6, 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 SEA 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, withhold salary increases and benefits, 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.

E. Meyers-Milias-Brown Act (MMBA)

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.

For any wage or benefit change that SMO members receive in the 2015 SMO MOU that is greater than that received in the 2011 SMO MOU, and if the 2015 SEA's MOU contains a provision on the same subject (COLA or health insurance), the SEA unit members will receive the same wage or benefit change effective at the same time that SMO receives the change in COLA or health insurance. 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.

III. 5-STEP RANGE TABLE PAY PLAN AND COST OF LIVING ADMINISTRATION

A. 5-Step Range Table Pay Plan

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.

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 SEA 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.

Following the cost of living adjustment effective July 1, 2015, the City agrees to provide a one-time salary adjustment for any SEA positions that fall below the market average, to equal that of the market average at the time. Following the cost of living adjustment effective July 1, 2018 the City agrees to provide a one-time salary adjustment for any SEA positions that fall below market average, to equal that of the market average at the time. 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.

B. Compensation

Cost of Living Adjustment – For fiscal year 2015-16, each SEA member shall receive a cost-of-living adjustment of two and 50/100 percent (2.50%).

For each subsequent year of this MOU, each SEA 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 1 to December 31 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 SEA 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 SEA member shall nevertheless receive a maximum two and one-half percent (2.5%) cost-of-living adjustment.

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 – Each employee will be eligible to receive a salary increase to the next higher step within the range of their assigned classification upon the employee’s anniversary date of hire.

Eligibility for Progression within Range - All regular and eligible employees (with reference to the paragraph immediately above) will be evaluated on an anniversary basis and will advance in their pay range based on anniversary 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 anniversary 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” on the anniversary performance evaluation, the employee will not receive a pay increase other than an approved and budgeted cost-of-living increase in accordance with Article III. 5-Step Range Table Pay Plan and Cost of Living Administration, Section B. Cost of Living Adjustment. 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 anniversary 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, except as provided for in Article III. 5-Step Range Table Pay Plan and Cost of Living Administration, Section C. Performance Incentive Compensation.

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 anniversary 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 the conditions are met.) If no vacancy exists, the employee may ask to be placed on a re-employment list.

#### C. Performance Incentive Compensation

Employees represented by SEA who have remained at Step 5 for five (5) years may be eligible for an additional five percent (5%) of pay following receipt of a cumulative rating meets expectations or greater during the anniversary 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 of his/her same salary range -- may be eligible for an additional salary increase of five percent (5%), for a maximum of 10% above Step 5 following receipt of a cumulative rating of meets expectations or greater during the anniversary employee performance evaluation.

#### D. Anniversary Employee Evaluations

The CITY administers an anniversary employee evaluation process. 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 eight (8) categories:

Customer Service	Teamwork
Job/Functional Skills	Accountability
Initiative	Communication
Flexibility/Adaptability and Change	Supervision, if applicable.

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 anniversary 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. 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 SEA members is as follows:**

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

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 work weeks.

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 for each of the next four years (in December 2015, 2016, 2017, and 2018). 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.

V. OVERTIME WORK

Those employees eligible through the Fair Labor Standards Act for overtime shall receive it according to the law:

- (1) Overtime for all eligible SEA members shall be defined as any time worked beyond the standard work week as described above. The 9/80 work schedule may not be used in any application that requires entitlement to FLSA overtime as the CITY and SEA agree to the 9/80 work schedule;
- (2) Overtime compensation shall be computed at one-and-a-half times the employee's regular rate of pay for hours worked over 40 hours in one workweek; Overtime is paid only for hours worked beyond 40 hours in a week, not hours paid.

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.

VI. 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 \$25.00 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 \$50.00 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 \$25.00 for standby after working the employee's regularly scheduled shift.

VII. 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 one (1) hour 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 one-hour minimum.

VIII. DIFFERENTIAL FOR SPLIT SHIFT

SEA members in the Facilities Maintenance classification shall receive an additional \$25.00 for each day when required to work a split shift. A split shift means a work schedule that is interrupted by non-paid and non-working periods of more than one hour scheduled by the City other than rest or meal periods. For example, if the City scheduled a Facilities Maintenance employee to work from 8 to 11 a.m. and again the same day from 2 to 7 p.m., the break of more than one hour mid-day is a split shift.

IX. 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 an extended emergency call out. Meal reimbursement is available if the employee works in excess of ten (10) consecutive hours during a scheduled work day 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.

X. 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.

**B. Health and Dental Premium Contributions**

Effective July 1, 2015 through December 31, 2015, there will be no change to the City and Employee Cost Share of the 2015 Health Plan Rates. Effective July 1, 2015 through December 31, 2015, employees hired prior to 7/1/2011, the City pays the monthly premium, at the tier of coverage selected by the employee, of the highest cost HMO. Effective July 1, 2015 through December 31, 2015, employees hired after on or after 7/1/2011, the City contribution towards the total monthly health plan cost includes: \$600 for Employee Only, \$1200 for Employee Plus One, and \$1500 for Employee Plus Two (Family).

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.

A. Life and Accidental Death Insurance

The CITY provides \$50,000 of life and accidental death and dismemberment insurance for all non-management, and \$100,000 of life and accidental death and dismemberment insurance for mid-management employees. SEA members designated mid-management include: Recreation Supervisor, Facilities Maintenance Manager, Senior Building Inspector/Plan Checker, Senior Civil Engineer, Senior Planner, and Senior Arborist. 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.

B. Confidential Employees

The CITY may designate certain employees as "Confidential." Confidential employees are privy to management decisions and related confidential information regarding employer/employee relations. Confidential employees assigned to the positions listed below shall be restricted from representing SEA on matters within the scope of representation.

Effective on the date of this agreement, employees occupying the following positions are designated as "Confidential":

<u>Position List</u>	<u>Department</u>
Administrative Analyst I/II	CM Department
Executive Assistant to the CM/Deputy City Clerk	CM Department
Accounting Technician	F&A Department
Accountant I/II	F&A Department
IT Administrator	F&A Department

C. Administrative Leave

Administrative Leave is compensated time off given to regular, full-time exempt employees of the CITY. This leave shall be taken in a manner consistent with Paid Time Off (PTO). Use of administrative leave is a privilege and is provided in recognition that CITY projects often require employees to devote whatever hours are necessary, irrespective of a regular scheduled workweek, to fulfill the obligations of the job.

CITY shall grant SEA members in exempt classifications, on a fiscal year basis, twenty (20) hours of administrative leave. Such leave shall be taken in a manner consistent with the use of PTO. Administrative leave cannot be carried over from year to year, and must be used by June 30<sup>th</sup> of the fiscal year in which it was accrued. Administrative Leave must be exhausted prior to using PTO.

CITY shall grant SEA members in the exempt classification of Senior Planner, on a fiscal year basis, an additional (20) hours of administrative leave for a total of (40) hours of administrative leave. Such leave shall be taken in a manner consistent with the use of PTO. Administrative leave cannot be carried over from year to year, and must be used by June 30<sup>th</sup> of the fiscal year in which it was accrued. Administrative Leave must be exhausted prior to using PTO.

**Administrative Leave Timecard Reporting:** Administrative Leave must be taken by exempt employees in increments of (1) hour or more in a workday (29 CFR 541.710). For example, when the employee leaves work one hour early to take care of personal business.

D. Paid Time Off (PTO)

**FY PTO Cash-Out Option Effective Fiscal Year 2012-2013 through Fiscal Year 2018-19:** 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 September 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.

XI. 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 of full-time service.

**Tier 1: CalPERS Retirement Plan of 2%@55 for Employees Hired Before July 1, 2011:** The CITY, through its contract with PERS, provides for retirement benefits for any employee hired before July 1, 2011 as defined by the 2%@55 retirement plan formula (contract effective date: September 1, 1999). The City's 2%@55 contract with PERS includes Government Code 20042 – the final compensation is the average full-time monthly pay rate for the highest 12 consecutive months.

Effective September 1, 2011, each employee covered by the 2%@55 retirement plan formula will pay 7% of the employee's compensation on a pre-tax basis.

**Tier 2: CalPERS Retirement Plan of 2%@60 for Employees Hired July 1, 2011 Through December 31, 2012:**

Each employee covered by the 2%@60 plan will pay 7% of the employee's compensation on a pre-tax basis.

**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.

## XII. UNIFORM AND CLOTHING ALLOWANCES

Each regular full-time employee in the following positions shall receive an allowance of \$200 per fiscal year for the purchase of safety boots, protective clothing, and laundering of uniform shirts:

- Facilities Maintenance Worker I/II/III, Lead
- Facilities Maintenance Manager
- Building Inspectors
- Senior Building Inspector/Plan Checker

Three shirts per employee per year are purchased directly by the City in the colors designated by the City. This \$200 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.

## XIII. 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 or required course are eligible for the CITY's tuition reimbursement program.

### 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.

#### XIV. GRIEVANCE PROCEDURE

- A. Policy - The goal of this grievance procedure is to make every reasonable effort to resolve applicable complaints as near as possible to the point of origin.
- B. Eligibility to File a Grievance - A grievant is a regular employee who is personally affected by an act or omission that occurred no more than 15 calendar days prior to the reporting of the grievance, provided that the act or omission comes within the definition of “grievance” as described herein.
- C. Definition of “Grievance” - Subject to the exclusions, a grievance is defined as any dispute that: (1) is job-related, (2) is wholly or partially within the province of the CITY to rectify or remedy, (3) concerns terms and conditions of employment, (4) involves the interpretation, application, or alleged violation of a specific section or provision of the current MOU between the CITY and SEA, and (5) is not subject to any other CITY dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.
- D. Exclusions from the Grievance Procedure - The following matters are excluded from the definition of “grievance”:
1. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meeting and conferring process or matter within the scope of representation;
  2. Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling;
  3. Challenges to a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase;
  4. Challenges to any disciplinary action;
  5. Challenges to examinations or appointment to positions;
  6. Management of the CITY generally, or issues of CITY or Department policy;
  7. Determination of the nature, necessity or organization of any service or activity conducted by the CITY, including the decisions to expand or reduce services or the workforce, and/or to impose layoffs;
  8. Methods of financing;
  9. Determination of and/or change in facilities, equipment, methods, technology, means or size of the work force;
  10. Determination of or change in the location, number of locations, relocations and types of operations, processes or materials to be used in carrying out CITY functions;

11. Determination of work assignments and schedules;
  12. Determination of productivity or performance programs and standards;
  13. Determination of standards, policies, and procedures for selection, training, and promotion of employees; and
  14. Establishment, implementation, and modification of Department organizations, supervisory assignments, chains of command, and reporting responsibilities.
- E. Arbitration and Grievance Procedure - If the SEA 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.
1. STEP (1) - The SEA Representative will attempt to resolve the matter with the supervisor. If the matter is not resolved, the SEA will file a written grievance with the CITY’s Human Resources representative within fifteen calendar days after the employee or SEA 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) calendar days subsequent to origin of cause of the complaint and in no event shall an employee be deprived of actual wages due.
  2. STEP (2) - The CITY shall answer the grievance in writing within fourteen (14) calendar days after the written grievance is filed. The City Human Resources representative and the SEA will discuss the grievance during this period. If the grievance is not settled, the SEA may advance it to Step 3 by giving written notice to the City Manager within seven (7) calendar days after the CITY Human Resources representative answers the grievance in writing. If the CITY does not timely file an answer, the grievance will automatically advance to Step 3 and the SEA may request to meet with the CITY manager.
  3. STEP (3) - During the seven (7) calendar days after a grievance advances to Step 3, the City Manager and the SEA will attempt to settle it. If it is not settled during that seven (7) calendar day period, the SEA may advance it to Arbitration by delivering written notice to the City Manager within fourteen (14) calendar days after the end of the seven (7) calendar 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.

#### 4. ARBITRATION

- (a) Upon filing by the SEA 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.

- (b) If the parties are unable to agree on an arbitrator within seven (7) calendar days after the SEA 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.
- (c) 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.
- (d) 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.
- (e) 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.

XV. SCOPE OF AGREEMENT

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

XVI. RATIFICATION

This MOU was ratified by a majority vote of the members of the SEA on April 16, 2015. City Council approved the terms of this MOU incorporated in Resolution No. 15-028 adopted on May 6, 2015.

Representative of the  
City of Saratoga:

  
\_\_\_\_\_  
James Lindsay, City Manager  
Date: 5/20/15

Representative of the  
Saratoga Employees Association:

  
\_\_\_\_\_  
Adam Henig, Recreation Supervisor,  
SEA President  
Date: 5/19/2015

Attachment A: SEA 5-Step Salary Range Table

SARATOGA EMPLOYEE ASSOCIATION							
POSITION TITLE (FLSA Classification)	STEP RANGES					Performance Incentive Compensation	
	1	2	3	4	5	5%	10%
<b>MID-MGMT CLASSIFICATIONS</b>							
<b>Facility Maintenance Manager</b> (FLSA Exempt)	3,636.00 94,536.00 45.45	3,817.60 99,257.60 47.72	4,008.80 104,228.80 50.11	4,209.60 109,449.60 52.62	4,420.00 114,920.00 55.25	4,640.80 120,660.80 58.01	4,872.80 126,692.80 60.91
<b>Sr. Arborist</b> (FLSA Exempt)	3,817.60 99,257.60 47.72	4,008.80 104,228.80 50.11	4,209.60 109,449.60 52.62	4,420.00 114,920.00 55.25	4,640.80 120,660.80 58.01	4,872.80 126,692.80 60.91	5,116.80 133,036.80 63.96
<b>Sr. Building Inspector / Plan Checker</b> (FLSA Exempt)	3,817.60 99,257.60 47.72	4,008.80 104,228.80 50.11	4,209.60 109,449.60 52.62	4,420.00 114,920.00 55.25	4,640.80 120,660.80 58.01	4,872.80 126,692.80 60.91	5,116.80 133,036.80 63.96
<b>Sr. Civil Engineer</b> (FLSA Exempt)	4,314.40 112,174.40 53.93	4,530.40 117,790.40 56.63	4,756.80 123,676.80 59.46	4,994.40 129,854.40 62.43	5,244.00 136,344.00 65.55	5,506.40 143,166.40 68.83	5,781.60 150,321.60 72.27
<b>Sr. Planner</b> (FLSA Exempt)	3,817.60 99,257.60 47.72	4,008.80 104,228.80 50.11	4,209.60 109,449.60 52.62	4,420.00 114,920.00 55.25	4,640.80 120,660.80 58.01	4,872.80 126,692.80 60.91	5,116.80 133,036.80 63.96
<b>STAFF CLASSIFICATIONS</b>							
<b>Accountant II</b> (FLSA Exempt)	3,241.60 84,281.60 40.52	3,404.00 88,504.00 42.55	3,574.40 92,934.40 44.68	3,752.80 97,572.80 46.91	3,940.80 102,460.80 49.26	4,137.60 107,577.60 51.72	4,344.80 112,964.80 54.31
<b>Accounting Technician</b> (FLSA Non-Exempt)	2,470.40 64,230.40 30.88	2,593.60 67,433.60 32.42	2,723.20 70,803.20 34.04	2,859.20 74,339.20 35.74	3,002.40 78,062.40 37.53	3,152.80 81,972.80 39.41	3,310.40 86,070.40 41.38
<b>Administrative - Analyst I</b> (FLSA Exempt)	3,028.00 78,728.00 37.85	3,179.20 82,659.20 39.74	3,338.40 86,798.40 41.73	3,505.60 91,145.60 43.82	3,680.80 95,700.80 46.01	3,864.80 100,484.80 48.31	4,058.40 105,518.40 50.73
<b>Administrative - Analyst II</b> (FLSA Exempt)	3,241.60 84,281.60 40.52	3,404.00 88,504.00 42.55	3,574.40 92,934.40 44.68	3,752.80 97,572.80 46.91	3,940.80 102,460.80 49.26	4,137.60 107,577.60 51.72	4,344.80 112,964.80 54.31
<b>Building Inspector</b> (FLSA Non-Exempt)	3,245.60 84,385.60 40.57	3,408.00 88,608.00 42.60	3,578.40 93,038.40 44.73	3,757.60 97,697.60 46.97	3,945.60 102,585.60 49.32	4,143.20 107,723.20 51.79	4,350.40 113,110.40 54.38
<b>Engineer - Assistant</b> (FLSA Exempt)	3,239.20 84,219.20 40.49	3,400.80 88,420.80 42.51	3,571.20 92,851.20 44.64	3,749.60 97,489.60 46.87	3,936.80 102,356.80 49.21	4,133.60 107,473.60 51.67	4,340.00 112,840.00 54.25
<b>Engineer - Associate</b> (FLSA Exempt)	3,720.00 96,720.00 46.50	3,906.40 101,566.40 48.83	4,101.60 106,641.60 51.27	4,306.40 111,966.40 53.83	4,521.60 117,561.60 56.52	4,748.00 123,448.00 59.35	4,985.60 129,625.60 62.32
<b>Executive Assistant to the City Manager/ Deputy City Clerk</b> (FLSA Non-Exempt)	2,646.40 68,806.40 33.08	2,778.40 72,238.40 34.73	2,917.60 75,857.60 36.47	3,063.20 79,643.20 38.29	3,216.00 83,616.00 40.20	3,376.80 87,796.80 42.21	3,545.60 92,185.60 44.32
<b>Facility Coordinator</b> (FLSA Non-Exempt)	2,385.60 62,025.60 29.82	2,504.80 65,124.80 31.31	2,630.40 68,390.40 32.88	2,761.60 71,801.60 34.52	2,900.00 75,400.00 36.25	3,044.80 79,164.80 38.06	3,196.80 83,116.80 39.96
<b>Facility Maintenance - Worker I</b> (FLSA Non-Exempt)	1,995.20 51,875.20 24.94	2,095.20 54,475.20 26.19	2,200.00 57,200.00 27.50	2,310.40 60,070.40 28.88	2,425.60 63,065.60 30.32	2,547.20 66,227.20 31.84	2,674.40 69,534.40 33.43
<b>Facility Maintenance - Worker II</b> (FLSA Non-Exempt)	2,200.00 57,200.00 27.50	2,310.40 60,070.40 28.88	2,425.60 63,065.60 30.32	2,547.20 66,227.20 31.84	2,674.40 69,534.40 33.43	2,808.00 73,008.00 35.10	2,948.80 76,668.80 36.86

**SARATOGA EMPLOYEE ASSOCIATION**

POSITION TITLE (FLSA Classification)	STEP RANGES					Performance Incentive Compensation	
	1	2	3	4	5	5%	10%

**STAFF CLASSIFICATIONS**

<b>Facility Maintenance - Worker III</b> (FLSA Non-Exempt)	2,470.40 64,230.40 30.88	2,593.60 67,433.60 32.42	2,723.20 70,803.20 34.04	2,859.20 74,339.20 35.74	3,002.40 78,062.40 37.53	3,152.80 81,972.80 39.41	3,310.40 86,070.40 41.38
<b>Facility Maintenance - Lead Worker</b> (FLSA Non-Exempt)	2,760.00 71,760.00 34.50	2,898.40 75,358.40 36.23	3,043.20 79,123.20 38.04	3,195.20 83,075.20 39.94	3,355.20 87,235.20 41.94	3,523.20 91,603.20 44.04	3,699.20 96,179.20 46.24
<b>IT Administrator</b> (FLSA Exempt)	3,304.80 85,924.80 41.31	3,470.40 90,230.40 43.38	3,644.00 94,744.00 45.55	3,826.40 99,486.40 47.83	4,017.60 104,457.60 50.22	4,218.40 109,678.40 52.73	4,429.60 115,169.60 55.37
<b>IT Technician</b> (FLSA Non-Exempt)	2,470.40 64,230.40 30.88	2,593.60 67,433.60 32.42	2,723.20 70,803.20 34.04	2,859.20 74,339.20 35.74	3,002.40 78,062.40 37.53	3,152.80 81,972.80 39.41	3,310.40 86,070.40 41.38
<b>Office Specialist II</b> (FLSA Non-Exempt)	1,976.80 51,396.80 24.71	2,076.00 53,976.00 25.95	2,180.00 56,680.00 27.25	2,288.80 59,508.80 28.61	2,403.20 62,483.20 30.04	2,523.20 65,603.20 31.54	2,649.60 68,889.60 33.12
<b>Office Specialist III</b> (FLSA Non-Exempt)	2,322.40 60,382.40 29.03	2,438.40 63,398.40 30.48	2,560.00 66,560.00 32.00	2,688.00 69,888.00 33.60	2,822.40 73,382.40 35.28	2,963.20 77,043.20 37.04	3,111.20 80,891.20 38.89
<b>Permit Technician</b> (FLSA Non-Exempt)	2,470.40 64,230.40 30.88	2,593.60 67,433.60 32.42	2,723.20 70,803.20 34.04	2,859.20 74,339.20 35.74	3,002.40 78,062.40 37.53	3,152.80 81,972.80 39.41	3,310.40 86,070.40 41.38
<b>Plan Check Engineer</b> (FLSA Exempt)	3,720.00 96,720.00 46.50	3,906.40 101,566.40 48.83	4,101.60 106,641.60 51.27	4,306.40 111,966.40 53.83	4,521.60 117,561.60 56.52	4,748.00 123,448.00 59.35	4,985.60 129,625.60 62.32
<b>Planner - I</b> (FLSA Exempt)	2,833.60 73,673.60 35.42	2,975.20 77,355.20 37.19	3,124.00 81,224.00 39.05	3,280.00 85,280.00 41.00	3,444.00 89,544.00 43.05	3,616.00 94,016.00 45.20	3,796.80 98,716.80 47.46
<b>Planner - II</b> (FLSA Exempt)	3,532.00 91,832.00 44.15	3,708.80 96,428.80 46.36	3,894.40 101,254.40 48.68	4,088.80 106,308.80 51.11	4,293.60 111,633.60 53.67	4,508.00 117,208.00 56.35	4,733.60 123,073.60 59.17
<b>Recreation Coordinator</b> (FLSA Non-Exempt)	2,212.80 57,532.80 27.66	2,323.20 60,403.20 29.04	2,439.20 63,419.20 30.49	2,560.80 66,580.80 32.01	2,688.80 69,908.80 33.61	2,823.20 73,403.20 35.29	2,964.00 77,064.00 37.05
<b>Recreation Supervisor</b> (FLSA Exempt)	3,024.00 78,624.00 37.80	3,175.20 82,555.20 39.69	3,333.60 86,673.60 41.67	3,500.00 91,000.00 43.75	3,675.20 95,555.20 45.94	3,859.20 100,339.20 48.24	4,052.00 105,352.00 50.65

**RESOLUTION NO. 15-028**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA  
ADOPTING MEMORANDUM OF UNDERSTANDING  
FOR THE SARATOGA EMPLOYEE ASSOCIATION ("SEA")  
July 1, 2015 to June 30, 2019**

**WHEREAS**, representatives of the City and the SEA 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 SEA membership on April 16, 2015 and presented to the City Council on May 6, 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 "SEA" 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 6th day of May 2015, by the following vote:

**AYES:** Mayor Howard A. Miller, Vice Mayor Manny Cappello, Council Member Emily Lo, Mary-Lynne Bernald, Rishi Kumar

**NOES:**

**ABSENT:**

**ABSTAIN:**

  
Howard A. Miller, Mayor

**ATTEST:**  
  
Crystal Bothelio, City Clerk

**DATE:** 5/7/2015