

**CITY OF LIVINGSTON**  
**CLERICAL EMPLOYEES ASSOCIATION**  
**MOU**

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

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**SECTION 1           TERMS OF AGREEMENT**

This Memorandum of Understanding, upon approval of the City Council, shall remain in effect for those employees employed in the classifications which comprise the Clerical Employees' Association bargaining unit for the period beginning July 1, 2021, and ending June 30, 2024. The terms of this agreement are retroactive to July 1, 2021.

In the event the City agrees to increase wages and/or benefits to any other bargaining group, the City agrees to pay the same or like compensation to the members of The Clerical Employees Association during the term of this agreement.

Ninety (90) days prior to the termination of this Memorandum of Understanding, the Association will notify the City if it wishes to modify the agreement. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This agreement shall remain in full force and be effective during the period of negotiations and until Notice of Termination of this agreement is provided to the other party.

**SECTION 2           PURPOSE**

The purpose of this Memorandum of Understanding is to promote and provide harmonious relations, peaceful resolution of disputes, and cooperation and understanding between the City and its employees covered herein, and to set forth the full and entire understanding reached as a result of meeting and conferring on hours, wages, and working conditions in accordance with State and Federal law and City ordinances, rules, and regulations.

**SECTION 3           RECOGNITION**

**3.1           Employee Recognition**

It is recognized that within the various departments of the City, there are employees that are classified as clerical employees. It is further recognized that due to the diversity of the job descriptions within the clerical classifications, the employees who are presently labeled as clerical need further descriptive terminology so that they shall be classified appropriately. The wage hierarchy will remain unchanged as is between the Clerical Employees classifications.

The classification of the clerical employees shall include the following:

- Clerical:       Office Assistant I
- Sr. Office Assistant
- Recreation Specialist
- Account Clerk
- Sr. Account Clerk
- Administrative Analyst
- Sr. Administrative Analyst/Community Development

Sr. Administrative Analyst  
Administrative Assistant  
Accounting Technician

### **3.2 Association Recognition**

The City of Livingston (City) recognizes the Operating Engineering Local Union No. 3 (OE3), representing Livingston Clerical Association, as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all regular City employees of the Clerical Association, who were in the classification of Office Assistant I, Sr. Office Assistant, Recreation Specialist, Account Clerk, Sr. Account Clerk, Administrative Analyst, Sr. Administrative Analyst, Administrative Assistant, Sr. Administrative Analyst/Community Development and Accounting Technician at the time this Understanding was entered into, but excluding all seasonal (those hired to work for a fixed period of time, which is less than one year), part time, supervisory or confidential employees, and all elected officials or officers of the City. This MOU, unless otherwise indicated, governs those Office Assistant I, Sr. Office Assistant, Recreation Specialist, Account Clerk, Sr. Account Clerk, Administrative Analyst, Sr. Administrative Analyst, Administrative Assistant, Sr. Administrative Analyst/Community Development and Accounting Technician in this bargaining unit which is comprised of:

Office Assistant I  
Sr. Office Assistant  
Recreation Specialist  
Account Clerk  
Sr. Account Clerk  
Administrative Analyst  
Sr. Administrative Analyst/Community Development  
Sr. Administrative Analyst  
Administrative Assistant  
Accounting Technician

The classification or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or title will continue to be used by the City.

City agrees only to the job classification change and not the salary ranges from the Ewing compensation study performed in October 2018.

Conflict of Memorandum and Resolution: It is understood and agreed that there exists within the City Personnel Rules and Regulations per Resolution No. 87-30.



### **3.3 Dues Deduction**

The Association may have the regular dues of its members within the representation unit deducted from the employees' paychecks under procedures prescribed by the City for such deductions. Dues deducted shall be made only upon signed authorization from the employee.

In the event that some form of Association security other than that provided above shall become permissive for public employees under competent enabling legislation, the parties shall then meet and confer with respect to the provisions of this subsection.

## ***SECTION 4 CITY RIGHTS/EMPLOYEE RESPONSIBILITIES***

It is understood and agreed that the City retains its powers and authority to direct, manage and control all affairs of the City to the full extent of the law.

It is agreed that this Memorandum of Understanding is not in force or effect until ratified and approved by the City Council of the City of Livingston.

The employer-employee relationship creates mutual responsibilities. Reasonable rules and regulations are necessary to the proper functioning of any city. Observance of all rules, regulations and this Memorandum is essential.

## ***SECTION 5 EMPLOYEE RIGHTS/OFFICIAL REPRESENTATION***

### **5.1 No Discrimination**

The City agrees not to discriminate against any employee because of membership in the Association. The Association agrees not to discriminate against any employee for non-membership in the Association. Association activities shall not interfere with the normal operation of the City. See Section 4.1 of Personnel Rules and Regulations.

### **5.2 Access to Personnel Files**

An employee or an employee's representative both upon written authorization from the employee shall have access to the employee's personnel file. Nothing shall be placed in an employee's personnel file until he/she has seen it.

### **5.3 Communication with Employees**

The Association shall be provided suitable space on bulletin boards at each work location for posting notices concerning official Association business.

#### **5.4 Official Representation**

The Association shall be entitled to two representatives for the employees, who shall restrict their activities to the handling of grievances, and shall be allowed a reasonable amount of time for this purpose. The City Manager will be notified in writing of the names of the persons so designated.

#### **5.5 Advance Notice**

The Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the City Manager prior to adoption.

#### **5.6 Employee Classification Inclusion/Exclusion**

It is recognized that the employees that are within the clerical categories have different job classifications and functions. It is further recognized that each employee in his/her classification must comply with his/her assigned department rules, regulations and needs and, therefore, all items regulatory as well as beneficiary, do not and should not affect all employees the same. Because of the diversity, whenever there is a need to show separation of classification for proper and fair employee rights, the section in question shall show the classification inclusion or exclusion within the section.

### ***SECTION 6 CONFLICT OF MEMORANDUM AND RESOLUTION***

It is understood and agreed that there exists within the City, Personnel Rules and Regulations.

### ***SECTION 7 SALARY PLAN/COMPENSATION***

**7.1** Effective July 1, 2011, a Step F will be added to the salary schedule and will be at least 5% above Step E.

#### **7.2 Salary Plan Administration**

See Section 3 of Personnel Rules and Regulations.

#### **7.3 Salary Plan Administration, Advancement within Salary Range**

See Section 3 of Personnel Rules and Regulations.

#### **7.4 Salary Plan Administration, Salary Step After Promotion or Demotion**

See Section 3 of Personnel Rules and Regulations.

**7.5 Temporary Upgrading**

An employee assigned by the City Manager or his/her designee to perform the duties of a higher-paid classification shall receive an increase of five percent (5%) for all hours so worked at the higher classification from the first hour worked provided, however, that the rate paid shall not be less than the first step of the classification.

**7.6 Salary Plan, Pay Periods**

See Section 3.3 of Personnel Rules and Regulations.

**7.7 Wage Increases**

**Employees shall receive base salary increases as follows:**

Effective retroactive to July 1, 2021, for persons employed on or after July 1, 2021, will receive a 3% base salary increase.

Effective July 1, 2022 an additional 3.0% base salary increase.

Effective July 1, 2023 an additional 3.0% base salary increase.

**American Rescue Plan (ARP) Funds:** City shall issue each eligible member of the Clerical unit a one-time stipend of \$2,000 on the first pay period of December 2021 as allowed per the ARP Guidelines for hazard pay during the COVID-19 pandemic. In the event any other represented unit(s) receive a higher stipend amount, the Clerical unit will be eligible to receive the highest ARP stipend benefit.

***SECTION 8 PROBATION PERIOD***

All employees of the City of Livingston Clerical Employees' Association shall have a probation period of six months. See Section 5.5 of Personnel Rules and Regulations.

***SECTION 9 SENIORITY***

Seniority is hereby defined as the employee's length of continuous service with the City since his/her last date of hire, except as otherwise provided herein.

Continuous service used in the above paragraph hereof means an employee's total continuous length of service with the City since his/her last date of hire without break or interruption; provided that layoff of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the California Worker's Compensation Act, shall not constitute a break or interruption in service within the meaning of this article.

After an employee satisfactorily completes his/her initial probationary period of employment with the City, his/her seniority shall be effective from the date on which the employee was hired.

Where two or more employees were appointed on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date of filing such application which shall appear on the application form. See Section 6.3 of Personnel Rules and Regulations.

## ***SECTION 10 TRANSFER AND PROMOTION LISTS***

### **10.1 Transfer**

See Section 3.10 of Personnel Rules and Regulations.

### **10.2 Promotion**

See Sections 5.3 and 5.4 of Personnel Rules and Regulations.

### **10.3 Time Off for Examination**

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

## ***SECTION 11 EVALUATIONS AND JOB DESCRIPTIONS***

### **11.1 Evaluations**

See Section 8.1 of Personnel Rules and Regulations.

### **11.2 Job Descriptions**

Job descriptions currently adopted will remain, but the City will meet and confer on any changes in the future.

## ***SECTION 12 LAYOFFS AND OUTSIDE EMPLOYMENT***

When it becomes necessary to reduce the City's work force, employees shall be "laid off" on the basis of their seniority within the classification. See Section 6.1 of Personnel Rules and Regulations.

### **12.1 Order of Layoff**

See Section 6.1 of Personnel Rules and Regulations.

**12.2 Notice of Layoff**

Before an employee is laid off, the employee and the Association shall be notified in writing of such contemplated layoff at least thirty (30) working days prior to the effective date of the layoff.

**12.3 Recall**

See Section 6.2 of Personnel Rules and Regulations.

**12.4 Outside Employment**

See Section 14.1 of Personnel Rules and Regulations.

Off-duty employment will be approved subject to:

- (a) An absence of interference with the full and efficient performance of duty at all times.
- (b) The absence of a demonstrative conflict of interest between outside employment and City Employment.
- (c) Outside employment must be covered under State Workers' Compensation Insurance or a comparable insurance policy covering industrial accidents and injuries, said coverage to be approved by the City Manager.
- (d) Outside employment will not create any liability against the City of Livingston.

***SECTION 13 RESIGNATION AND REINSTATEMENT***

**13.1 Resignation**

See Section 7.1 of Personnel Rules and Regulations.

**13.2 Reinstatement**

A permanent employee who has resigned in good standing may be allowed to reapply for a vacant position, but will be required to participate in oral interview process if there is one.

**SECTION 14 HOURS OF WORK, OVERTIME, PREMIUM PAY**

**14.1 Hours of Work**

Hours of work shall be determined by the employee's Department Head according to the work load and the requirements of the employee's assigned department. All employees shall be scheduled to work on a regular work day and each work day shall have a regular starting and quitting time. The work week shall consist of forty (40) hours in any seven (7) day period, unless the employee's classification within his/her department necessitates the employee working a special shift.

**14.2 Breaks**

Employees are entitled to two fifteen (15) minute breaks per work day. The breaks may be taken during the first four hours and second four hours of the work day. In addition, each employee is entitled to one (1) hour lunch break during his/her work day.

**14.3 Attendance**

Employees shall be required to contact their Department Head or his/her designee sixty (60) minutes in advance of being late and explain the reason for the tardiness and what time he/she expects to arrive. If an employee is to be absent, he/she must call or discuss the reason beforehand with the Department Head. The employee is responsible for being ready for his/her assigned duty at the start of his/her shift and continue through the shift to the quitting time of the shift in the same state.

**14.4 Overtime/CTO**

Authorized work performed in excess of forty (40) hours in a regular work schedule in one (1) week, shall constitute overtime. Association members may choose between CTO and paid overtime when they are required to work overtime. Paid overtime will be compensated at one and one-half the employee's regular hourly rate of pay.

**14.5 Meeting Compensation**

Any employee who, on non-duty hours, attends City Council meetings, Planning Commission meetings, or other City related meetings, as required, for the purpose of taking minutes shall be paid a minimum of three (3) hours per meeting at time and one-half.

**14.6 Mileage Allowance**

An employee who is required to provide transportation for the performance of his/her job shall be compensated at a rate set by the City Council for all City employees.

An exception to this would be if an employee attended a work oriented function that was reimbursable at a higher rate under another authority. Mileage allowance would not be reimbursable at any rate unless prior approval was given to the employee by his/her Department Head.

**14.7 Career Service Pay**

Effective July 1, 2018, Employees of the Livingston Clerical Association who reach 5 years of employment with the City of Livingston shall receive a \$100 increase to base salary.

Employees of the Livingston Clerical Association who reach 10 years of employment with the City of Livingston shall receive a \$200 increase to base salary.

Employees of the Livingston Clerical Association who reach 15 years of employment with the City of Livingston shall receive a \$300 increase to base salary.

Employees of the Livingston Clerical Association who reach 20 years of employment with the City of Livingston shall receive \$400 increase to base salary.

Employees of the Livingston Clerical Association who reach 25 years of employment with the City of Livingston shall receive \$500 increase to base salary.

The percentages are cumulative.

This item was agreed upon by the Union and the City with the understanding at each employees' milestone respectively, the City would pay for the years of service.

*Example: such an employee with 25 years would get \$1500 for 25 years.*

**SECTION 15 INCENTIVE PAY**

**15.1 Education Incentive**

Clerical employees are urged to continue their in service formal education. Upon the recommendation of the employee's Department Head, the City Manager may authorize City reimbursement of 50% of the cost of such education if the education and training is job related in the discretion of the City Manager. Cost of education

shall only include tuition, books and supplies, not to exceed \$ 400.00 expense to the City per year.

Members of this bargaining group shall receive a 2.5% salary adjustment upon completion of an Associate of Arts Degree.

Members of this bargaining group shall receive a 5% salary adjustment upon completion of a Bachelor's Degree.

The Education Incentive will have a maximum cap of 5%.

**15.2 Bilingual Incentive**

The City will pay 5% bilingual pay to those employees who are proficient in conversing and understanding any language other than English. A test will be developed to determine the qualifications.

**15.3 Bi-literate Incentive**

Effective July 1, 1995, when the City determines such service necessary and the employee passes the City's bilingual examination; such employee shall receive a 5% bi-literate differential.

**15.4 Deferred Compensation**

Effective January 1, 1998, City will pay up to \$100.00 per month per employee in deferred compensation matching an equal amount contributed by the employee. The City's match to deferred compensation is limited to a one year period beginning January 1 of the effective year. Employees must have five (5) years continued service, effective December 31, 1997, to qualify for this benefit. Members currently eligible to receive this benefit shall do so upon their fifth anniversary and enjoy the City match for a one year period effective January 1 following their anniversary date.

**15.5 Computer Purchase**

The City will implement an interest free loan to assist Association members with the purchase of personal computers and software as approved by the City.

**15.6 Notary Incentive**

Based on City's business needs and at Department Head's approval, the City will pay \$80 per month. Employee must obtain a Notary Certificate issued by the State of California. Monthly incentive pay will cover any upkeep and related training to maintain notary certification current.



**SECTION 16 HOLIDAYS**

**16.1 Holiday Pay**

Regular full-time employees shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day.

**16.2 Authorized Holidays**

If a holiday falls on a Sunday, the following Monday shall be observed and when a holiday falls on a Saturday, the preceding Friday shall be observed.

- A. Day before New Year's Day
- B. New Year's Day – January 1st
- C. Martin Luther King, Jr.'s Birthday – January 18th
- D. Presidents' Day – Third Monday in February
- E. Memorial Day – Last Monday in May
- F. Independence Day – July 4th
- G. Labor Day – First Monday in September
- H. Veterans' Day – November 11th
- I. Thanksgiving Day – Fourth Thursday in November
- J. Day after Thanksgiving
- K. Day before Christmas Day
- L. Christmas Day – December 25th
- M. Two (2) Floating Holidays

**16.3 Work Performed on a Holiday**

Any regular full-time employee who is required to work on any of the holidays specified in Subsection 14.2, shall receive regular pay for holidays plus one and one-half (1 ½) times regular pay for hours worked on a holiday.

**16.4 Holidays during Vacation**

In the event any of the holidays specified in Subsection 14.2 occur while an employee is on vacation, the holiday shall not be charged to vacation.

**SECTION 17 VACATION**

**17.1 Vacation Leave**

Annual vacation leave is to enable each eligible employee to return to his/her job mentally refreshed. The purpose of vacation is to insure the employee’s continued efficiency by allowing periods of rest and relaxation. Therefore, vacation shall be taken in units of one week or more except that the Department Head may allow an employee to take vacation in units of less than one (1) week when he deems it to be in the best interest of the City. Vacation shall only be allowed in increments of one (1) or more whole days.

Employee will have the option to sell back up to 80 hours total of unused vacation either in December or June annually.

**17.2 Vacation Allowance**

Vacation shall vest upon the first day of employment. Thereafter, in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Earned</u>
1-2 years	10 days
3-4 years	15 days
5-14 years	20 days
15 years	25 days

**17.3 Pay upon Termination**

An employee shall be paid for any unused vacation time on the termination of his/her employment. The employee shall be paid at the rate of pay in effect at the time of his/her termination.

**17.4 Accrual**

Employees may accrue a maximum of 260 hours of vacation allowance. Employees will not receive any compensation for vacation hours in excess of 260 hours unless employee has requested and has been refused a vacation 30 days prior to exceeding 260 hours accumulated vacation. If the employee has been refused a vacation, he/she must schedule a vacation as soon as working conditions will allow.

**17.5 Longevity Incentive**

- 10<sup>th</sup> yr = 1 week of vacation for that year
- 20<sup>th</sup> yr = 1 week of vacation for that year
- 25<sup>th</sup> yr = 1 week of vacation for that year
- 30<sup>th</sup> yr = 1 week of vacation for that year

## **17.6 Seniority**

In the selection of vacation time, preference shall be given to senior employees where vacation requests of employees conflict.

## ***SECTION 18 LEAVE PROVISIONS***

### **18.1 Sick Leave**

Sick leave accumulation shall commence the first day of employment at a rate of one day per month. The taking of sick leave shall commence upon the completion of one month of employment. Sick leave may be accumulated without limit. Sick leave shall be paid at time of retirement at 100% to a maximum of 1560 hours. Any additional hours will be credited toward retirement.

Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year.

When absence is for more than three (3) working days, the employee shall file a physician's certificate or personal affidavit with the immediate supervisor stating the cause and reason for the absence. The City may request a physician's verification of illness before paying any sick leave.

An employee shall be able to use sick leave with pay to care for the employees spouse, son or daughter, or parent who has a serious health condition which necessitates such absence. Some verification of personal sick leave is required. If an employee is absent on paid sick leave and a holiday occurs during such absence, the employee shall receive holiday pay for such holiday and such pay shall not be charged against the employee's sick leave credit.

In the event an employee terminates employment with the City, fifty percent (50%) of unused sick leave shall be paid upon termination of employment up to 50% of 1560 hours. Sick leave to be paid at 75% at time of lay off.

In the event the Workers' Compensation payments cover all or part of the period during which sick leave is paid, the sum of the two shall not exceed the sick leave benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee.

### **18.2 Industrial Disability Leave**

Any permanent employee of the City who has suffered any disability arising out of and in the course of City employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled without loss of compensation for the period of such disability to the maximum of sixty (60) days. Such disability leave with pay shall be renewable in sixty (60) day increments by the City Manager for a period of one (1) year, subject

to examination confirmation of the continuing disability by a physician selected by the City every sixty (60) days.

During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payments received as a result of Workers' Compensation Insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive at any one time, and no Disability Leave may be used for the purposes specified under Subsection 18.1, Sick Leave, and no Sick Leave benefits may be used for the purposes specified under this Subsection 18.2, Industrial Disability Leave.

Employees shall accrue vacation credit during an Industrial Disability Leave which does not exceed thirty (30) days of absence. Employees shall not accrue vacation credit after they have been on Industrial Disability Leave for a total of thirty (30) days in one (1) year, unless the disability is incurred pursuant to the employee's job performance.

### **18.3 Limited Duty**

Upon the advice of his/her physician, an employee may request and may be granted transfer to less strenuous or hazardous duties within their classification which the employee is qualified to perform for a period not to exceed one (1) year for non-work related injuries or illnesses, or in the case of work related injuries or illnesses, for the full recovery or rehabilitation period.

### **18.4 Funeral Leave**

Employee shall be allowed a leave of absence with full pay for up to 40 work hours due to the death of a member of Employee's immediate family. For purposes of this provision, immediate family shall include spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager or his/her designee. Time off for funerals or bereavement leave must be taken within time of service of the immediate family member.

### **18.5 Leave of Absence**

Upon written request and approval by the Department Head and the City Manager, a leave of absence without pay may be granted to any permanent employee for a period not to exceed six (6) months for the following reasons:

1. Illness or disability not covered by sick leave.
2. Education or training which will benefit the employee, but that which is not paid by the employer.
3. Personal reasons: In the event of unusual or special circumstances, a leave of absence may be extended if recommended by the Department Head and approved by the City Manager.

A request for leave of absence without pay shall be made in writing to the Department Head stating the reasons for such request. For leaves of absence in excess of five (5) days, the Department Head shall submit the request with their recommendation to the City Manager.

All accumulated vacation time shall be exhausted prior to having been granted a leave of absence without pay. Any employee who does not return to work on the subsequent work day after the date of expiration, maybe considered terminated.

The employee, while on authorized leave of absence, will not be eligible for accruing vacation and/or holidays.

#### **18.6 Paid Family Leave - Per State Law Requirements**

To provide care for parents, children, spouses, and domestic partners or to bond with a new child.

Covers all employees who are covered by SDI (or a voluntary plan in lieu of SDI)

Offers up to 6 weeks of benefits in a 12-month period, and provides benefits of approximately 55% of lost wages.

After the first six (6) weeks of such leave, the employee shall be entitled to utilize accrued vacation. While the pregnant employee is on a paid leave status, service credits shall continue to accrue and the City shall continue payments toward group insurance and retirement coverage.

Upon expiration of the approved leave, the employee shall be reinstated to his/her former position. Prior to the employee being reinstated, the Department Head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

An employee may, based upon medical factors, request that her leave be extended beyond one hundred twenty (120) days and shall submit a supporting statement from her physician. The Department Head, with the approval of the appointing authority, may extend the leave for up to an additional thirty (30) days.

**18.7 Military Leave**

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

**18.8 State Disability Insurance**

Employee shall pay full premium for State Disability Insurance.

**SECTION 19 HEALTH AND WELFARE**

**19.1 Medical-Dental-Vision-Long Term Disability and Life Insurance**

Effective February 1, 2006, for those employees known as the Livingston Clerical Employees Association, the City of Livingston will pay all premiums associated with the cost of providing medical, dental, vision, long term disability and life insurance for full-time employees and their eligible dependents.

Also effective February 1, 2006, the City of Livingston will assume full control over the benefit plans offered to the employees, including the selection and retention of any and all agencies involved in providing and maintaining medical, dental, vision, long term disability and life insurance benefits. The City agrees to continue to provide comparable or better benefit plans for the employees as long as the financial condition of the City is such that it can afford to cover the cost of providing the benefits.

All employees covered by this Agreement shall be covered by a \$100,000.00 life insurance plan with premiums to be paid by the City.

**Future Premium Increases**

Effective July 1, 2015, the City of Livingston’s Medical Contribution will Cap at the City’s monthly contribution in effect on July 1, 2015, good through June 30, 2016, as follows:

	<b><u>PPO Option</u></b>	<b><u>EPO Option</u></b>
Employee only	\$506.98	\$575.16
Employee + 1	\$1013.96	\$1150.31
Family	\$1318.17	\$1495.41

Future premium cost increases within the term of this agreement will be shared 50/50 by the City and the affected employee.

Employees who waive OR opt out of the City Health Insurance coverage will receive \$500 per month.

## **19.2 Medical Examinations**

The City, at its option, may require a physical examination of each employee upon his/her entry into employment and of each employee at least once a year during the term of this agreement. Annual physical examinations shall be normally held on the anniversary date of an employee's entry into employment. Standards of each examination shall be the same for all employees. Any expense in connection with the physical examination will be borne by the City. However, this is not to be considered as meaning that the City will pay for the treatment of any physical ailments which may be discovered by such examination. Medical examinations must be performed at a location selected by the City.

## **19.3 Retirement - Classic Members**

The benefit contract in effect between the City of Livingston and the Public Employees' Retirement System (PERS) on behalf of eligible permanent full-time employees of this Unit as of July 1, 1989, shall be continued during the term of this Memorandum of Understanding.

The payments made by the City on behalf of the employee will remain in the employee's account and may be withdrawn by the employee at such time as the employee terminates from participation in PERS or retires. However, money contributed by the City on behalf of the employee will be considered taxable income during the year in which it is withdrawn. The City will furnish all employees an annual statement of the monies deposited in PERS on their behalf.

The City of Livingston shall amend the City's contract with the Public Employees' Retirement System (PERS) to provide the following additional benefit as provided by Section 20042 of the Government Code:

The period for determining the average monthly pay rate when calculating retirement benefits will change from the 36 highest paid consecutive months to the 12 highest paid consecutive months. (Applicable only to members retiring or whose death occurs after the effective date of the contract amendment.)

Effective the first full pay period following City Council approval of this MOU, Clerical Employees Association Classic members will pay one percent (1%) of the Employee contribution rate to PERS.

Effective July 1, 2019, Clerical Employees Association Classic members will pay an additional one percent (1%) of the Employee contribution rate to PERS for a total of 2%.

Effective July 1, 2020, Clerical Employees Association Classic members will pay an additional one percent (1%) of the Employee contribution rate to PERS for a total of 3%.

#### **19.4 Retirement – New Members**

All employees hired on or after January 1, 2013, who are considered “new members” under the Public Employees’ Pension Reform Act (PEPRA) will be provided a CalPERS benefit formula of 2% at 62 for Miscellaneous and 2% at 57 for Safety.

In addition, “new members” shall be subject to the contribution requirements in Section 7522.30(a) and (c) of the PEPRA. Accordingly, “new members” shall pay 50% of the normal cost of their pension benefit and the City shall not pay any of the required employee contribution for “new members”.

#### **19.5 Post-Retirement Benefits**

For all employees employed by the City as of July 1, 1989, only who retire from the City’s employment under the Public Employees’ Retirement System currently in effect other than disability retirement, the City will continue to pay the premiums for health and dental care coverage in an amount equal to the amount paid if the employee was still employed by the City.

In disability cases, dependent medical and dental coverage will continue until death of the retired employee or until dependents no longer are qualified as dependents under the current medical and dental plan.

Association members hired after July 1, 1989, shall enjoy City paid post-retirement health benefits as defined below:

- A. Employee must have been continuously employed by the City for twenty (20) years. (Disruptions in service due to lay-offs are exempted.)
- B. Post-retirement health insurance for employee only shall be limited to the actual cost of insurance, not to exceed \$300.00 per month.
- C. Disability retirement will be as if employee met the twenty (20) year employment requirement described above.
- D. At age sixty-five (65), Medicare shall become the retired employee’s primary insurance.



## **19.6 Long-Term Disability**

City will provide each employee covered under this Memorandum of Understanding with Long-Term Disability coverage at the City's expense.

## ***SECTION 20 SAFETY***

### **20.1 Observance of Safety Rules and Regulations/Public Service Employees**

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of, or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

An employee may refuse a dangerous work assignment if one or all of the following conditions exist and he/she immediately notifies his/her supervisor of the condition(s):

1. He/she has a reasonable belief, based on what he/she knows at the time, that there is a real imminent danger of death or serious physical injury. If he/she has good reasons that other reasonable people would recognize, he/she may refuse the task even if it is later found that there was no imminent danger.
2. If he/she has asked his/her employer to eliminate the danger and the employer has failed to do so.
3. The danger is so imminent that it cannot be eliminated quickly enough through normal OSHA enforcement procedures.

### **20.2 Safety Equipment**

Protective clothing or any type of protective device required in employee's work will be furnished to the employee by the City at no cost to the employee. All employees shall use City supplied safety equipment only for the purpose and use specified under applicable safety rules and regulations. City shall provide two (2) garments annually with City logo to be worn during working hours or City sponsored events.

***SECTION 21 DISCIPLINE AND DISCHARGE***

See Section 9 of Personnel Rules and Regulations.

***SECTION 22 GRIEVANCE PROCEDURE***

See Section 10 of Personnel Rules and Regulations.

***SECTION 23 MODIFICATION OF AGREEMENT***

No changes in this Memorandum of Understanding or interpretations thereof will be recognized, unless agreed to by the City Manager and the Association unless a financial disaster results in a significant loss of revenue to the City which shall allow the City to open the contract unilaterally.

***SECTION 24 NEW WORK***

In the event the City introduces new work which the Association believes does not fall within any of the existing CPS classification plan, the City and the Association shall, upon written request, meet and confer with respect to the assignment or classifications of such work.

***SECTION 25 PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING***

This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and the Association, resolutions and ordinances which are in conflict with this agreement.

***SECTION 26 RESOLUTION OF IMPASSE***

See Section 11.15 – 11:16 of Personnel Rules and Regulations.

***SECTION 27 SEPARABILITY OF PROVISIONS***

Should any section, clause or provision of the Memorandum of Understanding be declared illegal and unenforceable by a final judgment of a Court of Competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer immediately concerning substitute provisions for the provisions rendered, or declared illegal.

**SECTION 28 TERM OF MEMORANDUM**

This Memorandum of Understanding entered into on the 7 day of December, upon approval of the City Council, will remain in effect for those employees in the classifications which comprise the Association Bargaining Unit for the period from July 1, 2021 through June 30, 2024.

In the event the City agrees to increase wages and/or benefits to any other bargaining group, the City agrees to pay the same or like compensation to the members of The Clerical Employees Association during the term of this agreement.

Ninety (90) days prior to the termination of this Memorandum of Understanding, the Association will notify the City if it wishes to modify the agreement. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This agreement shall remain in full force and be effective during the period of negotiations and until Notice of Termination of this agreement is provided to the other party.

Vanessa R. Portillo  
Vanessa L. Portillo, Interim City Manager

12.9.2021  
Date

Nancy Fuentes  
Nancy Fuentes, OE3 Member

12-9-21  
Date

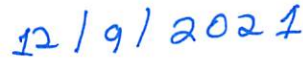
Martha Abeloe  
Martha Abeloe, OE3 Member

12-9-21  
Date

For Operating Engineers Local Union No. 3  
**of the International Union of Operating Engineers, AFL-CIO**



\_\_\_\_\_  
Michael Eggener  
Business Representative



\_\_\_\_\_  
Date