*Note: The following is a proposal to clean up various sections of the Memorandum of Understanding (MOU). It is without prejudice to substantive proposals involving the same sections of the MOU.*

## **SECTION 7: FINALITY OF RECOMMENDATIONS**

The recommendations set forth herein are final. No changes or modifications shall be offered, urged, or otherwise presented by the union or the City Manager prior to July 27, 2020; provided, however, that nothing herein shall prevent the parties to this Agreement from meeting and conferring and making modifications herein by mutual consent.

### **~~7.1 Limited Reopener~~**

~~If during the fiscal year 2020-2021 the City reaches agreement with another bargaining unit or extends to unrepresented employees to confer an across- the- board Cost of Living Adjustment (COLA) increase and/or an additional City contribution towards medical premiums, the City agrees to a limited reopener to meet and confer with SEIU on these increases.~~

**9.13.2 Certified Access Specialist (CASp) Certificate for Senior Building Plans Examiner, Building Plans Examiner, Senior Building Inspector, Building Inspector (Certified) and Building Inspector:** An employee in the classifications of Senior Building Plans Examiner, Building Plans Examiner, Senior Building Inspector, Building Inspector (Certified), or Building Inspector, who possesses and maintains a CASp Certificate, shall receive a differential to base salary of three percent (3%) under this section. The differential provided under this section shall not be subject to the maximum differential to base salary as provided in Section 9.13.3 below.

### **~~9.14 Supervising Library Assistant~~**

~~Effective the first full pay period following SEIU Local 1021 CSU & PTRLA ratification and Council approval of this MOU on its regular agenda in accordance with Brown Act, Step E of the Supervising Library Assistant classification shall be increased by zero percent (0%).~~

### **~~9.15 Senior Permit Specialist~~**

~~Effective the first full pay period following SEIU Local 1021 CSU & PTRLA ratification and Council approval of this MOU on its regular agenda in accordance with Brown Act, Step E of the Senior Permit Specialist classification shall be increased by zero percent (0%).~~

**~~9.17~~** ~~Effective the first full pay period after Union ratification and Council approval at its regular meeting the hourly salaries for the classifications of Library Page and Sports Monitors will be increased to $18.00 per hour and remain at $18.00 per hour for the duration of the contract.~~

### **10.7 Working in Higher Classification**

The Department Heads will work all employees within their career classification. The departments may assign an employee to work temporarily in a higher classification. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. Assignments over one week shall be approved in advance by the City Manager, the Executive Director of the Rent Board, Director of Library Services, or their designees. To be eligible for temporary assignment to a higher classification, the employee must work a minimum of one day, meet all of the minimum qualifications, and perform the duties of the higher classification. Employees meeting these requirements will be compensated at the lowest step of the higher classification which provides at least a five percent (5%) increase in salary. Excluded from this provision are all employees whose job classifications regularly include assuming administrative and/or supervisory responsibilities in the absence of another, e.g. Assistant Department Heads.

### **17.2 Vacation Approval**

The times during the calendar year at which an employee shall take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the service. Wherever practical, employees in Units G-1, G-3, L, and R-1 working in the same classifications within a division shall be given preference of vacation time by seniority. If the City cannot allow the vacation that the employee requested, the employee, with the Department Head's approval (if the service permits), may take vacation at another mutually agreed upon time during the same calendar year. If the requirements of the service are such that a Department Head cannot permit an employee within the department to take an annual vacation leave, or any part of such leave within a particular calendar year, the City Manager, the Executive Director of the Rent Board, or the ~~City Manager/~~Director of Library Services may permit the employee to take the deferred vacation during the following year.

### **~~18.2.1 Additional Floating Holidays~~**

~~For employees who were required to remain in the workplace from March 17, 2020 – June 1, 2020, the City will provide 8 hours of floating holidays for every 40 hours of regularly scheduled hours worked in the workplace up to a maximum of 32 hours of floating holiday. The City will credit these floating holiday hours in the first full pay period after adoption of the MOU. The following classifications which, due to the nature of the assignment, require backfill, employees will be paid a stipend in the amount of the earned floating holiday hours up to a maximum of 32 hours the first full pay period in August 2020:~~

~~Solid Waste Drivers, Solid Waste Workers, Long Haul Drivers, Community Services Officer, Public Safety Dispatchers I/II, and Supervising Public Safety Dispatchers.~~

~~City will use a specific pay code for these additional floating holiday hours that will be available until June 30, 2021. These additional 32 hours of floating holiday shall have no cash value and may not be used towards CalPERS retirement service credit as outlined in section 47.8.5 of the CSU MOU.~~

### **~~19.13 Additional City Emergency Paid Sick Leave Allocation~~**

~~The City shall provide an additional 80 hours of emergency paid sick leave to be used for COVID-19 related reasons as listed in the Emergency Paid Sick Leave Act. Part-time employees receive a prorated number of hours. In order to use this additional City emergency paid sick leave, the employee must first exhaust all hours that they received under the Emergency Paid Sick Leave Act. The City will use a specific pay code for this additional emergency paid sick leave and these additional hours will be available until June 30, 2021. These additional 80 emergency paid sick leave hours shall have no cash value and may not be used towards any CalPERS retirement service credit as outline outlined in section 47.8.5.~~

### **24.1 Approval**

Upon request of the employee, a Department Head may grant ~~to~~ an employee within ~~his/her~~ their department leave of absence without pay for a period not to exceed thirty (30) working days. No leave without pay shall be granted for more than thirty (30) working days except upon the written request of an employee and approval of the City Manager or ~~his or her~~  their designated representative, the Executive Director of the Rent Board, or Director of Library Services for Library employees. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for discipline up to and including discharge.

### **28.10 Flexible Spending Account**

The City shall establish an Internal Revenue Code Section 125 Flexible Spending Account that allows an employee to elect pre-tax deductions from salary for the purpose of paying allowable medical expenses. ~~Such plan shall be established no later than November 1, 2008.~~

~~28.10.1 The City will reimburse the affected CSU employees who were unable to roll over their FSA and Dependent Care balances for Calendar Year 2020 as part of a settlement agreement to ensure that the employees receive the full employee contribution forfeited.~~