*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.*

**40.2.1 Vehicle Use and Mileage Reimbursement:** The City Manager (or Director of Library Services or Executive Director of the Rent Board) shall govern the use of City-owned automotive equipment and privately-owned automotive equipment by such rules and regulations as he or she may establish. Compensation will be given in the form of a cash allowance that will be equal to the amount established by the Internal Revenue Service, and will change as necessary to comply with IRS Standard Mileage Rate. This allowance shall apply only to the use of privately-owned vehicles used on City business which has been authorized in advance by the City Manager (or Director of Library Services or Executive Director of the Rent Board).

### **51.10 New Members’ Pension Contribution**

51.10.1 New members hired on or after January 1, 2013 shall pay 50% of the normal share of costs required by PEPRA.

~~51.10.2 Effective January 1, 2017, in addition to the contribution in Section 47.10.1, New Members will contribute eight percent (8.0%) towards the City’s CalPERS employer share of pension through a 20516 CalPERS amendment that allows such contributions as pre-tax via automatic payroll deduction, in exchange for the City granting the salary increase (5.58%) set forth in Section 9.1.6 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City’s CalPERS required contributions.~~

~~51.10.3 The additional 8% contribution referred to in Section 4751.10.2 will be reduced as follows:~~

~~FY 2021-22: 3.0% (to be effective as soon as administratively possible following adoption of successor contract by the City Council and in accordance with CalPERS requirements or the first full pay period of calendercalendar year 2022 whichever comes first).~~

~~FY 2022-23: 4.0% effective July 1, 2022.~~

~~FY 2023-24: 1.0% effective July 1, 2023.~~

No change to Classic members’ contributions during the contract term.

~~51.10.4 The parties recognize that the CalPERS 20516 employee contributions towards the employer rate is in addition to the required 50% of the normal cost of “New Members’” benefits and made in consideration of additional salary increases in Section 9.1.6 above (5.58% salary increase in exchange for employees paying eight percent (8.0%) towards PERS pension cost).~~

~~51.10.5 If legislation is enacted and becomes effective during this agreement requiring “classic members” as defined by PEPRA to pay all of the employees’ share of retirement thus requiring the discontinuation of the 20516 employee contribution towards the employer rate as described in Section 4751.9.2 above, the parties agree that as soon as possible the City shall convert the “New Members’” eight percent (8.0%) contribution under the 20516 contract amendment to an equivalent payroll deduction. Such employee deductions by the City shall be used towards the City’s CalPERS required contribution.~~

### **~~56.13 Layoffs for Term of MOU which Expires June 26, 2021~~**

~~For the term of this Agreement ending on June 26, 2021 only, the City recognizes the important role that the employee workforce play in delivering public services; therefore, during the term of this Agreement the City agrees to not layoff any represented career employees. However, should the City determine that its expenditures exceed its revenues during the term of this Agreement, the City may notice the Union in writing and the Union shall meet and confer over one-time cost savings and the alternatives such as furloughs, union-directed VTO, etc. Nothing in this section requires the City to retain positions (filled or vacant) where state, federal or grant funding has been reduced or eliminated and would require the City to backfill such positions. All other MOU provisions on Layoffs remain unchanged.~~

Tentative Agreement

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Jonathan Holtzman Nato Green

Date: Date:

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Aram Kouyoumdjian Allison Reimer

Date: Date:

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Julio Corral

Date:

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Jose Guerrero

Date:

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Arcata Griffin

Date:

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Julia Wiswell

Date:

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Jamie Cooney

Date:

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Danielle Hall

Date:

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Nico Ledwith

Date:

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Christina Rea

Date: