

BEFORE THE TOWN COUNCIL OF THE TOWN OF MORAGA

In the Matter of:

Approving the Memorandum of )  
Understanding (MOU) between the Town )  
of Moraga and the Moraga Employees )  
Association (MEA) Effective July 1, 2015 )  
to June 30, 2017 )

Resolution No. 60 - 2015

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**WHEREAS**, Resolution No. 36-2013 dated May 22, 2013, approving the Memorandum of Understanding (MOU) for the Moraga Employees Association (MEA) will expire on June 30, 2015; and

**WHEREAS**, the Town Manager and MEA have met, conferred, and come to agreement on the provisions of a successor MOU, attached as Exhibit A and incorporated herein by reference; and

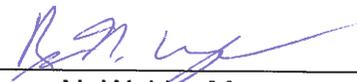
**WHEREAS**, it is a goal of the Town Manager to recruit and retain exceptional and committed staff, value the Town's employees, promote internal equity, conform to the intent of pension reform, and maintain a balanced and sustainable budget; and

**WHEREAS**, the Town Council has reviewed and discussed the MOU.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council hereby approves, and authorizes the Town Manager to execute the Memorandum of Understanding (MOU) between the Town of Moraga and the Moraga Employees Association (MEA), effective July 1, 2015 to June 30, 2017 as presented in Exhibit A attached to this resolution.

**PASSED AND ADOPTED** by the Town Council of the Town of Moraga at a regular meeting held on May 27, 2015 by the following vote:

**AYES:** Mayor Wykle, Vice Mayor Metcalf, Councilmembers Arth, Onoda and Trotter  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

  
\_\_\_\_\_  
Roger N. Wykle, Mayor

Attest:

  
\_\_\_\_\_  
Marty C. McInturf, Town Clerk



Approved by Town Council Resolution No. 60-2015

**MEMORANDUM OF  
UNDERSTANDING**

**BETWEEN THE**

**TOWN OF MORAGA**

**AND THE**

**MORAGA EMPLOYEES  
ASSOCIATION**

**July 1, 2015 – June 30, 2017**

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## **PREAMBLE**

We, the undersigned, duly appointed representatives of the Town of Moraga (hereinafter referred to as "Town") and the Moraga Employees Association, a recognized employee organization (hereinafter referred to as "MEA") having met and negotiated in good faith, under the authority of the Meyers-Millias Brown Act, do hereby jointly prepare the following written Memorandum of Understanding.

It is therefore agreed as follows:

## **ARTICLE I – GENERAL PROVISIONS**

### **1.1 Recognition**

The job classifications to be included in this bargaining unit are Administrative Assistant, Administrative Clerk, Clerk, Engineering Technician/Inspector, Maintenance Team Leader, Maintenance Worker, Senior Administrative Assistant, Senior Administrative Assistant – Police, and Senior Maintenance Worker. Job classifications may change if the Town finds it necessary for financial or program needs.

### **1.2 Non-Discrimination**

Any employee who believes he/she is the victim of illegal discrimination (such as discrimination on the basis of race, creed, religion, sex, national origin, disability, or age) shall immediately notify the Town Manager who shall conduct an investigation of the matter and notify the employee of the results of that investigation. If the employee is not satisfied with the Town Manager's determination, the employee may request that the situation be reviewed in closed session by the Town Council. If the issue is not resolved to the satisfaction of the employee, he/she may file a complaint with the appropriate state or federal agency. No other contractual appeals procedure is provided for discrimination complaints.

## **ARTICLE II – DIRECT PAY FOR SERVICES**

### **2.1 Initial Salary**

The initial salary of an employee of the Town shall be the salary attached to the lowest rate of the salary schedule established for the classification to which the employee is appointed; provided, however, that the Appointing Authority (i.e., Town Manager) may appoint a new employee at any step in the applicable salary schedule for the classification involved if there has been unusual difficulty in recruiting competent employees at the lowest rate of said salary schedule or the higher rate is commensurate with the education and experience of the appointee.

## 2.2 Minimum Salary Increase When Promoted

Whenever an employee is promoted to a position of higher salary schedule within the same classification series, the employee shall receive compensation at the salary schedule for the new position that represents a minimum of 5% over the amount the employee received in the former position; provided, however, that the Appointing Authority (Town Manager), with discretion and for good cause, may provide for compensation at any step in the applicable salary schedule for the classification involved if the employee has demonstrated outstanding achievement in the public service.

## 2.3 Salary Steps

Employees shall serve at the initial step of hire for a minimum of one year. The first 12 months of employment is a probationary period to assess the employee's performance and fit with the position. An employee is eligible to move (but does not automatically move) to the next step on an annual basis. There are five steps in each classification. Salary increases shall become effective on the effective date of the action, unless otherwise approved by the Town Manager.

## 2.4 Announcement of Vacant Positions

Employees in this bargaining unit will be notified of all vacant positions. An assessment will be conducted of all interested internal candidates concurrent with opening the position to the general public. This assessment will be conducted by the Administrative Services Director.

# **ARTICLE III – HOURS AND OVERTIME**

## 3.1 Work Week

The regular scheduled work hours for each position covered by this Agreement are set by the applicable Department Head (in consultation with the Town Manager) to meet the operational needs of the Town and may be changed on an "as needed" basis. Employees will be notified as soon as practicable of any such change.

For all employees, except Public Works and Parks Maintenance employees, the regular work schedule is a "9/80" schedule where employees work eighty (80) hours within nine (9) days rather than eighty (80) hours within ten (10) days.

### 3.2 Overtime

Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the Town and community. Overtime is defined as the number of hours worked in excess of 8 hours in one day or in excess of 40 hours in one week. Any work time in paid status shall be counted toward eligibility for overtime.

Employees are to track and submit their time worked to the nearest fifteen (15) minutes. Time cards must include the starting and ending time each day, as well as the total hours worked.

Overtime work must be approved in advance by the Department Head or Town Manager. Failure to obtain proper pre-approval of overtime is grounds for disciplinary action.

### 3.3 Compensation for Overtime Work/Compensatory Time Off

Overtime, as defined above, shall be compensated at the rate of time and one-half of the employee's regular rate of pay. However, overtime work performed on the seventh consecutive date of work shall be paid at double the regular rate of pay. Hours worked are to be reported on the timesheet and calculations are to be made by the Administrative Services Technician at the time of payroll processing.

The overtime hours worked may be entered on a departmental record "bank" of up to a maximum of eighty (80) hours. Use of accrued CTO shall be requested at least 24 hours in advance and must be approved by the Department Head, at his or her discretion, subject to operational needs and concerns.

### 3.4 Assignment of Overtime

The Town will provide a minimum of twenty-four (24) hours advance notice of available overtime to be worked whenever possible. Overtime assignments shall attempt to be distributed among qualified employees on a voluntary, rotational and equitable basis among employees performing this kind of work during regular working hours.

An employee eligible to receive payment for overtime (as defined above) who is (a) called to work on a day off, or (b) who is called back to work after the regular shift working day has been completed and has left the employment site, or (c) who is required to make a job related court appearance, shall be paid a minimum of two (2) hours at time and one-half of that employee's regular hourly rate of pay.

### 3.5 Weekend Work

Whenever the Town determines that the regular work schedule of the Parks and Public Works employees must be temporarily changed to require work on weekends, other than overtime work, the following criteria shall be used:

- A. An annual schedule will be prepared as early in the calendar year as possible showing the probable weekends which need to be worked by Parks and Public Works employees.
- B. Employees will be able to voluntarily sign up for the available weekend work, as long as the available weekends are shared reasonably among all available employees and approved by the Department Head.
- C. For weekend days not posted on the annual schedule, the Town will provide as much advance notice of the schedule change as possible.
- D. For weekend work referred to in this article, the definition of "overtime" is the same as elsewhere in this article.

### 3.6 Call Out/On Call Pay

In the event a Public Works or Parks Maintenance employee is called to respond to an emergency call out or other service on an emergency or urgent basis, the hours actually worked while on On Call/Call Out will be paid at one and one-half (1.5) times the regular hourly rate, with a minimum two (2) hours paid work for each emergency call out or other service request handled remotely (e.g., over the phone) and minimum four (4) hours paid work for each emergency call out or other service request that requires the employee to be physically present at the call out site or within the Town. Travel time (from/to home) up to thirty (30) minutes each way is included within the minimum four (4) hours. It is at the employee's discretion to accrue compensated time hours in lieu of payment for overtime.

### 3.7 Acting/Out-of-Class Pay

When an employee is required by the Department Head or Town Manager to cover the work of another employee who is at a higher classification, the substituting employee shall receive, after a 5 day waiting period, a 5% "acting/out-of-class" pay increase for the period in excess of the 5 day waiting period. No employee shall be assigned the duties of a classification other than his/her regularly assigned classification for more than ninety (90) working days in any twelve (12) month period.

### 3.8 Meal Periods and Rest Periods

Employees shall be assigned to a one-half hour or a one hour unpaid meal period each day within a two hour period at the midpoint of each shift, and a 15 minute paid rest period during the first half of the work-shift, and another 15 minute paid rest period during the second half of the work-shift. With advance approval of the employee's supervisor or Department Head, if an employee is required to miss a meal period or rest period due to the press of business operations, he/she may be permitted equivalent time off the same day.

## ARTICLE IV – LEAVES OF ABSENCE

### 4.1 Status Report of Accrued Leave

Town agrees to regularly provide an official record of the current accrued leave on each employee's paycheck stub. Verification of an employee's official accrued leave record will be provided upon receipt of a reasonable request by the employee for such verification by the Town.

### 4.2 Vacation Leave

#### A. Accrual

An employee shall accrue vacation leave from the date of the employee's regular appointment by the Town. For the purpose of determining the amount of vacation accrual, an employment year is defined as the period of one year from the anniversary date of such appointment by the Town.

1. Vacation shall be accrued based on years of service as follows:  
During the first year of service, employees shall accrue up to 120 hours of vacation. Employees shall accrue an additional 8 hours of vacation for each completed year of service thereafter. For all employees, except Public Works and Parks Maintenance employees, the maximum amount of vacation to be earned is 240 hours or 6 weeks annually. For Public Works and Parks Maintenance employees, the maximum amount of vacation to be earned is 320 hours or 8 weeks annually.
2. Employees subject to this MOU should endeavor to take annual vacation leave equal to time accrued. Employees may carry up to an accrual cap of 360 total hours of accumulated vacation time.
3. Permanent Part-Time Employees: An employee who is employed on a part-time basis shall accrue vacation on a prorated basis commensurate with their work time (e.g., a half time employee would accrue vacation at half the full time rate).
4. If accrued vacation leave is at the maximum, no further accrual of vacation leave is permitted until the accrued vacation is less than the cap of 360 hours.

#### B. Minimum Usage

An employee may take vacation leave in increments of at least one hour. An employee shall arrange the time for vacations in advance through the Department Head who will consider work demands of the department and other scheduled vacations. The scheduling of vacations shall be accomplished through

advance sign-ups or by the agreement of the Department Head at least one month before the vacation, except in unusual circumstances.

#### C. Interruption of Leave

In the event that a holiday occurs during a period of authorized vacation leave, the workday which is the holiday shall be charged as a holiday and not as a day of vacation. In the event that an employee is seriously ill during that employee's scheduled vacation, the full workdays on which such illness occurs shall not be charged to vacation leave, provided that a doctor's certificate or report of treatment is submitted and approved.

#### D. General

In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing with the Department Head's approval.

If an employee leaves the Town's employment and has unused vacation time, compensation shall be given at the employee's hourly rate times the hours of unused vacation.

#### E. Buy-Back

An employee, except a Public Works and Parks Maintenance employee, may request to buy back up to 40 hours of accrued vacation leave once each fiscal year so long as the employee maintains a 120 hour vacation accrual minimum after the vacation accrual buy-back and the employee is in "good standing" as demonstrated by a Performance Evaluation within the past 12 months having an overall average or above average rating. The buy-back is issued after an employee submits a written request for the buy-back to the Administrative Services Department.

### 4.3 Sick Leave

#### A. Accrual Rate and Use

An employee shall accrue 8 hours of sick leave per month. Part-time employees shall accrue sick leave on a prorated basis. MEA employees may accrue unlimited sick leave.

An employee who is unable to perform his/her duties because of illness, injury, pregnancy, or who is required to take care of an immediate family member because the family member is ill, injured or pregnant, and cannot reasonably be expected to take care of him/herself, shall be entitled to sick leave. An

immediate family member is the member's spouse, child or parent or spouse's child or parent.

The maximum number of sick leave hours per year which a member may use in connection with the care of a family member shall not exceed 48.

In cases of suspected sick leave abuse, the Town may require the employee to provide medical verification of his/her illness or that of a member of the immediate family.

#### B. Family and Medical Sick Leave

The Town provides leave to qualifying individuals in accordance with the federal Family and Medical Leave Act and the California Family Rights Act. Employees should refer to the Town's FMLA policy for further details and guidance.

#### 4.4 Bereavement Leave

Permanent or probationary employees shall be granted a maximum of three (3) days leave for each such incident relating to matters dealing with the death or fatal illness of any member of the employee's immediate family (as defined above in Section 4.3(a)) within the State of California. In cases where the death is outside the State of California, the employee shall be granted a maximum of five (5) days; however, the Town will allow the use of accrued sick, vacation, or compensated time off if extra time is needed. Part-time employees will receive a prorated amount of bereavement leave based on the percentage of time employed.

#### 4.5 Worker's Compensation

The Town complies with and provides benefits under the California Workers' Compensation Law in the Labor Code. An employee may supplement any benefits paid under the Labor Code with accumulated sick leave and vacation to the extent necessary to make up the difference between the amount of said benefits and the normal weekly base pay for each week of continuing disability, not to exceed amounts allowed by law.

#### 4.6 Court Appearances and Jury Duty

If an employee makes a court appearance not related to the services, functions, and duties for which the member is retained by the Town, or not under civil subpoena, the employee is not entitled to be paid, except as vacation leave or as accrued compensatory time off to which the employee is entitled. An employee may retain witness fees paid.

An employee who has been summoned, and subsequently selected, to serve on a jury shall receive his or her regular rate of compensation for normal work hours/days during such absence from work, provided the employee endorses to the Town that

compensation received by the member for such jury duty service. This provision applies for a maximum of 45 calendar days in any one year.

#### 4.7 Leave of Absence Without Pay

A permanent, full-time or permanent part-time employee may be granted a leave of absence without pay up to one (1) year, upon approval by the Town Manager, with no loss of seniority or benefits accrued prior to said leave. This leave may not be used to secure other employment.

### **ARTICLE V – HEALTH AND SAFETY**

The Town will furnish the employees with all safety equipment prescribed for the performance, duties, functions and services assigned.

### **ARTICLE VI – GRIEVANCE PROCEDURE**

#### 6.1 Definitions

- A. Grievance. A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The reasonable exercise or lack of exercise of Town rights shall not be grievable. Performance Evaluations shall not be grievable above Formal Level 2 (see 6.2.B below). Disciplinary action is not within the definition of a "grievance."
- B. Grievant. A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplication, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.
- C. Day. Unless otherwise defined, for the purposes of this Article, "day" shall mean a day in which the Town's main administrative office is open for business.

#### 6.2 Process

- A. Informal Resolution. Within five (5) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have three (3) days to give an answer to the employee.

## B. Formal Levels

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within five (5) days of such receipt of such answer file a formal written grievance with his/her Supervisor on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Supervisor shall, within five (5) days have a meeting with the grievant and within ten (10) days thereafter give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from the Supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Town Manager. Within ten (10) days of receipt of the written appeal, the Town Manager or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within ten (10) days. The decision of the Town Manager shall be final.

### 6.3 General Provisions

- A. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- B. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
- C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- D. Time limits and formal levels may be waived by mutual written consent of the parties.
- E. Proof of service shall be accomplished by certified mail or personal service.
- F. Preambles and Purpose Clauses shall not be grievable.

## ARTICLE VII – LAYOFFS & RESIGNATIONS

### 7.1 Layoffs

Whenever there is a lack of work, a lack of funds or change in program of services requiring reduction in personnel in a department or division of the Town government, the required layoffs shall be made in accordance with the following procedures:

Employees shall be laid off in inverse order of their length of service within the affected job classification.

Length of service for the purpose of this Section shall mean an employee's continuous uninterrupted service within a classification from the effective date of his/her appointment as a probationary or part-time employee in that classification.

An interruption in length of service within a classification shall occur as a result of any one of the following:

1. Discharge for cause;
2. Voluntary resignation;
3. Retirement for service or disability;
4. Absence from work for thirty-six (36) consecutive months because of layoff;
5. Failure to return from layoff;
6. Failure to return from an approved leave of absence upon the date specified for return, at the time said approval was granted.

Acting appointments to a classification shall not be construed as service in such classification unless there was no break in service between such acting appointment and appointment to probationary or part-time status.

Whenever the effective date of appointment to a classification is the same for two or more employees, the original date of hire as a probationary or part-time employee with the Town shall be used to determine which employee has greater length of service within the classification. The employee with the earlier original date of hire with the Town shall be considered to have the greater length of service within the classification.

In the event two or more employees have exactly the same length of service, the Town Manager shall determine which employee shall be laid off on the basis of efficiency and effectiveness.

Within each affected job classification the order of layoff shall be as follows:

1. All temporary and seasonal employees.
2. Probationary employees.
3. Regular employees by inverse order of seniority.

As an alternative to layoff, an employee with regular, probationary or part-time status who is displaced from his/her classification in accordance with the procedures provided in paragraphs (A) and (B) of this Section shall be allowed to bump to a classification at the same salary level or to a classification at the next lower salary level provided the classification to which she/he bumps is one in which he/she has previously served in a regular or part-time status, and where his/her original date of appointment to said classification predates that of at least one employee presently serving therein, and where he or she meets the minimum qualifications and certifications for the position.

As an exception to the foregoing, an employee may bump into a classification in which he/she has previously served and where his/her original date of appointment to that classification predate that of at least one employee presently serving therein and where said classification carries a higher salary level only if such higher salary level resulted solely from the application of an equity salary adjustment.

Bumping rights afforded an employee pursuant to this Section shall include access to those classifications in which he has previously served but which may since have been re-titled but where, as determined by the Town, no substantive changes have been made in the duties of qualifications for the classification(s) in question.

Prior to employees being laid off the Town shall provide the MEA and affected employees with status registers for all affected classifications within the representation unit. Said lists shall include the names of all present employees who have held these classifications and their appointment dates thereto. An employee eligible to bump into another classification pursuant to this paragraph (C) shall have five (5) calendar days after notice of assignment by the Town Manager to a position in that classification in which to accept such assignment. If the affected employee fails to accept such assignment within said five (5) calendar day period, he/she shall be laid off. An employee so assigned shall be placed at a salary step in the range for the classification to which he/she bumps closest to the employee's former rate of pay but which does not exceed the salary step held by the employee in the classification from which he was displaced.

When employees are scheduled for layoff by the Town, the affected employee and the MEA will be given at least two (2) weeks notice.

The Town shall attempt, in so far as is practical in light of operational and budgetary needs, to accomplish any contemplated reduction in personnel by attrition rather than by layoff.

## 7.2 Rights of Return

As position vacancies occur, employees in layoff status and those occupying positions to which they have bumped shall be afforded return rights in the order of their length of service in the classification(s) in which such vacancies occur.

An employee shall have ten (10) calendar days from the mailing by certified mail of a "notice of return" to his address of record on file in the Personnel Department to indicate acceptance of such return and his agreement to report for work as specified in the notice.

Employees who are laid off will have their accrued vacation paid out to them at the time of the layoff. Employees in layoff status shall retain all credited sick leave earned but unused at the time of layoff. An employee shall not earn sick leave credit while in layoff

status. Upon an employee's return from layoff he/she shall again commence to earn vacation and sick leave credit. The accrual rate shall be based upon his/her continuous uninterrupted service with the Town including time spent in layoff status.

The Town shall place the name of an employee in layoff status on two lists, which will exist and be used for a period of 18 months. The primary list shall be for the classification they held at the time the layoff occurred.

They shall also be placed on reemployment registers for classifications in which they have previously served, hereinafter referred to as "secondary" registers.

If an employee fails to respond to such notice of return within the prescribed time period or declines to return from layoff to a secondary register classification his/her name shall be removed from said secondary register and he/she shall no longer be eligible for recall to that classification.

If an employee fails to respond to notice of return within the prescribed time period or declines return to his primary register classification he/she will be considered to have voluntarily resigned their employment with the Town.

Full-time employees who have bumped to a part-time position, or who have been recalled from layoff to a part-time position, shall be afforded an opportunity to return to full-time status as position openings become available. Such right of return shall be subject to the "Length-of-service" and "service within classification" requirements in this Memorandum of Understanding.

Employees who request and are granted voluntary demotion to a vacant position in lieu of layoff shall be afforded the same rights of return as employees who have exercised bumping rights.

An employee who, in lieu of layoff, was transferred to another position within the same classification shall be notified of an opening in his/her previous position and shall be afforded an opportunity to apply for reinstatement to that position.

## **ARTICLE VIII – MISCELLANEOUS**

### **8.1 Education and Training**

The Town will reimburse employees for educational expenses leading to Bachelor's and Master's Degrees in fields related to the scope of employment. The Town will reimburse for tuition from any college in the California State University system or Contra Costa Community College District. In the event the employee chooses a college system other than stated above, reimbursement will equal the amount of the California State University system colleges.

The Town will also reimburse for required books and other required reading material. Reimbursement will be made only upon completion of a class with a grade of "C" or better for undergraduate work and "B" or better for graduate work.

The Town of Moraga will also reimburse employees for courses required to obtain or maintain certifications needed for their job. Employees may be reimbursed up to \$500 in any fiscal year for course work and classes or for certifications. In no case shall reimbursement exceed \$500 in any fiscal year.

Educational programs and areas of study to be eligible for reimbursement by the Town must have prior written approval of the Town Manager. The Town Manager may not unreasonably withhold approval of appropriately related education expenses. In order to receive reimbursement, an employee must submit a completed educational reimbursement request form to the Town Manager. Upon completion of the class, employee will be reimbursed the cost of their educational expenses related to the class completed.

## 8.2 Temporary Positions

Temporary employment is an employment position created for a special, temporary, or seasonal purpose for a period not longer than one hundred and twenty (120) days. Temporary employment to fill an existing regular position shall not exceed ninety (90) days unless such position is created to fill a leave of absence, in which case, the length of the temporary position shall be no more than the length of the authorized leave of absence.

Service in a temporary appointment shall be recognized in determining whether an applicant meets minimum employment standards for a class.

Temporary employees are not eligible for benefits, e.g. health, life, retirement, vacation or holiday pay. Temporary employees are eligible for paid sick leave only to the extent required by law.

## 8.3 Dependent Care

The Town agrees to allow employees to designate a specific amount of salary, consistent with applicable law, to be redirected each month to pay for dependent care costs prior to withholding of taxes. The Town will reimburse such employee on a monthly basis for dependent care from such redirected funds, upon presentation to the Town of a claim and receipt for dependent care services rendered.

## 8.4 Uniform Allowance

Positions required to wear a uniform during the course of the workday shall receive a uniform allowance of \$700 per fiscal year paid in two installments, one in July and one in January. Uniform allowances will be prorated for part-time employees based on the percentage time employed. Employees receiving a uniform allowance are required to

purchase uniforms as specified by the Town. In no event shall the cost of purchasing the uniforms exceed the uniform allowance provided to the employee in any one fiscal year.

#### 8.5 Employee Use of Personal Automobile for Town Business

All employees required to use their personal automobile for Town business shall receive reimbursement based on the current mileage reimbursement rate in effect at the time the cost was incurred. The mileage reimbursement rate is determined by the Administrative Services Department on an annual basis.

### **ARTICLE IX – MEDICAL, DENTAL, VISION & LIFE INSURANCE COVERAGE**

#### 9.1 Medical Insurance

The Town will provide at least three (3) options for medical insurance coverage, including the Kaiser HMO – Gold level plan, for employees and their eligible dependents (employee, employee/spouse, employee/child(ren) or employee/family) through the term of this agreement.

- A. The Town will contribute monthly toward the medical insurance premium for medical coverage for each employee and eligible dependents up to a maximum of the Kaiser HMO – Gold level plan for the 2015 plan year.
- B. If an employee chooses a plan other than the Kaiser HMO – Gold level plan, the Town agrees to contribute the value of the full monthly premium cost for the employee and eligible dependents as established under the Kaiser HMO – Gold level plan, for the 2015 plan year, toward the premium and Health Savings Account (HSA), if applicable, of one of the other medical plan options as selected by the employee. If the monthly premium for the plan option and coverage level selected by the employee exceeds the Town's monthly contribution as described in paragraph 9.1.A above for the same coverage level (i.e., employee, employee/spouse, employee child(ren), or employee/family), the employee shall pay the balance of the premium cost through pre-tax payroll deduction.
- C. In the event the Kaiser HMO – Gold level plan is discontinued or no longer available, the Town will offer a mutually agreeable plan equivalent to the Kaiser HMO-Gold level.
- D. For the term of this agreement, the Town agrees to contribute up to the monthly premium rates established under the Kaiser HMO – Gold level plan for the January 1, 2015 – December 31, 2015 plan year for medical insurance coverage for each employee and eligible dependents. For each subsequent plan year, the Town's contribution shall include the amount of any premium

increases for the Kaiser HMO – Gold level plan not to exceed twelve percent (12%) for each employee and their eligible dependents. Any increase exceeding twelve percent (12%) and less than twenty-five (25%) will be paid by the employee. If the Kaiser HMO-Gold level plan premium increase is twenty-five percent (25%) or greater, the Town and MEA agree to reopen this section 9.1 of the MOU and meet and confer.

- E. Part-time (at least 50% of full-time) permanent employees' benefits will be prorated and the part-time permanent employee who chooses medical coverage with the Town will pay the premium and deductible amounts not covered by the Town's contribution.
- F. With proof of alternative medical insurance, an employee may opt to receive \$600 per month as cash in-lieu of medical coverage or as a contribution into the individual's deferred compensation (ICMA 457) account in lieu of medical benefits.

## 9.2 Dental Insurance

The Town agrees to pay the entire premium for the level of coverage selected by the bargaining unit member (e.g., employee only, employee plus one or family) for a Dental Plan of the Town's choice, which has substantially the same benefits as the dental plan in effect on June 30, 2015. For permanent part-time employees, the Town agrees to pay a prorated share of the premium for which the employee is eligible and the employee will pay the premium amounts not covered by the Town's contribution.

## 9.3 Vision Insurance

The Town agrees to pay the entire premium for the level of coverage selected by the bargaining unit member (e.g., employee only, employee plus one or family) a Vision Plan through 'VSP' or comparable, which has an annual twenty-five dollar (\$25) co-pay that is paid by the employee for services rendered through the plan. For permanent part-time employees, the Town agrees to pay a prorated share of the premium for which the employee is eligible and the employee will pay the premium amounts not covered by the Town's contribution.

## 9.4 Life Insurance

The Town agrees to provide a term life insurance policy in the amount of \$100,000 for each permanent full-time employee and a policy in the amount of \$50,000 for each permanent part-time employee who works at least 50% of full time.

## **ARTICLE X – LONG TERM DISABILITY**

The Town will provide a Long Term Disability plan for all MEA members that will provide, after a waiting period of ninety (90) days, two thirds of their salary, not to exceed \$6,000 per month, to age 65 or recovery or as limited by Federal requirements.

The Town agrees to pay long term disability insurance premiums on behalf of each employee, thereby acting as a conduit for the employee. The amounts paid by the Town for each participant's long-term disability plan coverage will be added to each participant's gross income in the pay period the payments are made by the employer.

## **ARTICLE XI – SALARY ADJUSTMENTS**

### **11.1 Salary Adjustments**

- A. Effective July 1, 2015, the Town will implement a 3% increase to base salary, plus an additional 1% salary increase in exchange for MEA's agreement that CalPERS "Classic" bargaining unit members will contribute one percent (1.0%) toward the Town's CalPERS employer costs as described in Article XII – Retirement below.
- B. Effective July 1, 2016, the Town will implement a 3% increase to base salary, plus an additional 1% salary increase in exchange for MEA's agreement that CalPERS "Classic" bargaining unit members will contribute an additional one percent (1.0%) toward the Town's CalPERS employer costs as described in Article XII - Retirement below.
- C. Step increases, as they are earned, will continue to be granted as the employee becomes eligible.

## **ARTICLE XII – RETIREMENT**

### **12.1 CalPERS "Classic" Members: Miscellaneous 2.0% at 55 Retirement Program – Bargaining Unit Members Hired on or Before December 31, 2012 and Unit Members Eligible for Reciprocity**

This Section 12.1 (including subsections) shall apply to bargaining unit members hired on or before December 31, 2012. In addition, this Section 12.1 (including subsections) shall apply to bargaining unit members hired on or after January 1, 2013 who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements.

#### **A. 2% at 55 Pension Formula**

The "2% at 55" retirement program will be available to bargaining unit members covered by this Section 12.1

- B. Required Bargaining Unit Member Contribution – July 1, 2015**  
Each bargaining unit member covered by this Section 12.1 shall continue to pay through payroll deduction the CalPERS-established required employee contribution of seven percent (7.0%). Effective July 1, 2015, each bargaining unit member covered by this Section 12.1 shall pay, through payroll deduction, an additional one percent (1.0%) of PERSable compensation for a total contribution of eight percent (8.0%) toward the normal costs of pension benefits as permitted by Government Code Section 20516.
- C. Required Bargaining Unit Member Contribution – July 1, 2016**  
Effective July 1, 2016, each bargaining unit member covered by this Section 12.1 shall pay, through payroll deduction, an additional one (1.0%) of PERSable compensation for a total contribution of nine percent (9.0%) toward the normal cost of pension benefits as permitted by Government Code Section 20516.
- D. CalPERS Election About Unit Member's Payment of Town's Pension Costs**  
The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for the cost sharing pursuant to Government Code Section 20516 described in this Section 12.1. As soon as practicable after the effective date of this MOU, the Town will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the Town's amendment to the CalPERS contract, unit member contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this MOU. The MEA and the Town will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in this Section 12.1.
- E. Unit Member's Payment of Town's Pension Costs**  
If the contract amendment between the Town and CalPERS is not complete before the effective date of the cost sharing described in this Section 12.1, the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The MEA and the Town will take all actions necessary to implement the Government Code Section 20516(f) pension cost sharing agreement described in this Section 12.1.

**12.2 "New Miscellaneous Members": Bargaining Unit Members Hired on or After January 1, 2013**

This Section 12.2 (including subsections) shall apply to bargaining unit members who were hired or on after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

A. 2% @ 62 Pension Formula

As required by Government Code Section 7522.25, the "2% at 62" retirement program will be available to bargaining unit members covered by this Section 12.2.

B. Required Unit Member Contribution

As required by Government Code Section 7522.04(g), bargaining unit members covered by this Section 12.2 shall pay, through payroll deductions, fifty percent (50%) of normal costs. (50% of normal costs for fiscal year 2015-16 is 6.237%.)

12.3 Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit member shall pay through payroll deductions the PERS contributions described in Section C with state and federal income tax on the PERS member contribution deferred to the extent permitted by the Internal Revenue Code, 26 USC Section 414(h)(2).

## ARTICLE XIII – HOLIDAYS

The following holidays shall be observed by the Town with respect to all covered employees:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Birthday (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Columbus Day (2nd Monday in Oct.)
8. Veterans Day (November 11)
9. Thanksgiving Day (4th Thursday in November)
10. Day after Thanksgiving Day (4th Friday in November)
11. Christmas Day (December 25)
12. Two Floating Holidays

If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; and if any holiday falls on a Sunday, the following Monday shall be observed as the holiday.

If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; if however, the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent of the Department Head.

Any employee required to work on a holiday shall be credited with one and one half (1-1/2) additional vacation days or pay for each holiday not taken subject to their supervisor's approval.

If an employee works a holiday and does not receive any other scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of regular pay plus time and one-half of the employee's base hourly rate (for the actual number of hours worked on the holiday). Actual hours worked are to be reported on the timesheet and calculations will be completed by the Administrative Services Technician at the time of payroll processing.

If an employee works the holiday and receives another scheduled work day off because of working the holiday, the employee shall be compensated at the rate of time and one half (1-1/2) the employee's base hourly rate for the actual number of hours worked on the holiday. Under this option, the employee must be given another scheduled work day off within the period of five (5) working days before, to five (5) working days after the worked holiday with corresponding notations upon appropriate payroll reports.

Permanent part time employees shall receive holidays on a prorated basis.

#### **ARTICLE XIV – BENEFITS FOR PART-TIME EMPLOYEES**

Benefits for permanent part-time employees, defined as an employee who is scheduled to work at least 40 but less than 80 hours in a two-week period, or at least 1,000 hours but less than 2,080 hours per year in a job-share or continued part-time work schedule, are provided on a prorated basis.

Prorated benefits include sick leave, holiday pay, and vacation time, as well as medical, dental, and life insurance coverage

#### **ARTICLE XV – EMPLOYEE RIGHTS**

Official personnel files and official grievance files shall be maintained separately.

Employees shall be provided with copies of any derogatory written material five (5) working days before it is placed in the employee's personnel file. During these five (5) workdays, the employee shall have an opportunity to respond in writing to such derogatory material and have his/her written response attached thereto. Material in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the employee involved.

A review of material in the personnel file of an employee shall take place during normal Town business hours and the employee shall be released from duty for this purpose without salary reduction. Employees wishing to review their personnel file under the

provision of this paragraph will obtain authorization to be released from duty for that purpose from their first level supervisor.

An employee, upon reasonable notice to his/her supervisor, shall have the right without loss of pay to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. Employees covered by this agreement wishing to review their personnel file shall call the Administrative Services Department in advance and schedule an appointment to inspect their personnel files.

All personnel files shall be kept confidential.

## **ARTICLE XVI – TOWN RIGHTS**

Town retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Town and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to assign, repair, inspect, and retrieve Town property and leased space; to create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; upon reasonable suspicion of impaired ability on the job because of alcohol and/or drug use, to require employee physical examinations and tests endorsed by a physician and paid for by the Town; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work location, work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct (including acceptable dress standards) and penalties for violation thereof; to determine the type and scope of work to be performed by Town employees and the services to be provided; to take action deemed necessary to provide for the safety of employees and clients; to classify positions; to establish initial salaries of new classifications after notification of the MEA; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

## **ARTICLE XVII – FULL UNDERSTANDING, MODIFICATION & WAIVER**

1. Full Understanding. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or

unwritten, regarding such matters are hereby superseded or terminated in their entirety.

2. No Interim Bargaining. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.
3. Modification. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Town's Council.
4. Waiver. 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.

#### **ARTICLE XVIII – SAVINGS**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

#### **ARTICLE XIX – NOTICES**

All notices which may be proper or necessary for the parties to serve on each other may, in the case of the Town, be served by delivering said notices in writing to the Town Manager at the Town Manager's office, or by depositing the same addressed to the Town Manager, 329 Rheem Blvd., Moraga California, 94556, in a United States Mail Deposit Box with the postage thereon fully paid, and in the case of the MEA, may be served upon the MEA's representative, by delivering said notices in writing to that/those representative/s, or by depositing the same addressed to that representative at 329 Rheem Blvd., Moraga, California, 94556 in a United States Mail Deposit Box with the postage thereon fully paid.

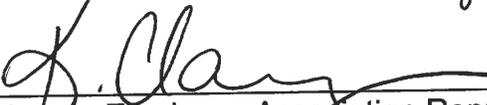
Notices may be served by delivering or mailing the same at such other address or addresses as Town and MEA may, from time to time, by written notice serve on the other designee.

**ARTICLE XX – EFFECTIVE DATE AND DURATION**

- 19.1 Unless otherwise noted in this Agreement, the effective date of this MOU and each provision shall be July 1, 2015.
- 19.2 This MOU shall remain in effect through June 30, 2017. If either party wishes to amend or modify this contract, they must notify the other party no later than 90 days before the expiration of this contract.

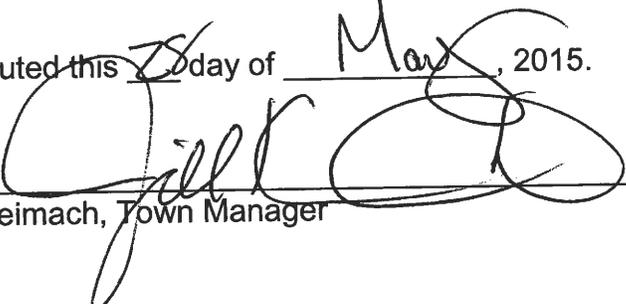
**MORAGA EMPLOYEES ASSOCIATION**

Executed this 28 day of May, 2015.

  
\_\_\_\_\_  
Moraga Employee Association Representative

**TOWN OF MORAGA**

Executed this 28 day of May, 2015.

  
\_\_\_\_\_  
Jill Keimach, Town Manager