BEFORE THE TOWN COUNCIL OF THE TOWN OF MORAGA

In the Matter of:

Approving the Memorandum of Understanding between the Town of Moraga and the Moraga Employees Association Effective July 1, 2019 to June 30, 2022

Resolution No. 33 - 2019

WHEREAS, Resolution No. 60-2017 dated June 14, 2017, approving the Memorandum of Understanding (MOU) for the Moraga Employees Association (MEA) will expire on June 30, 2019; and

WHEREAS, it is a goal of the Town to recruit and retain exceptional and loyal staff to stabilize the workforce and make progress on priority projects and initiatives while containing current and future costs and maintaining a balanced and sustainable budget; and

WHEREAS, the Town Council has reviewed and discussed the terms of the MEA MOU; 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.

NOW, THEREFORE, BE IT RESOLVED that the Town Council hereby approves, and authorizes the Town Manager to execute the Memorandum of Understanding between the Town of Moraga and the Moraga Employees Association, effective July 1, 2019 to June 30, 2022 in the form attached hereto as Exhibit A with minor revisions that may be approved by the Town Manager and the Town Attorney, and to execute any other necessary documents to effectuate the terms of the MOU.

PASSED AND ADOPTED by the Town Council of the Town of Moraga at a regular meeting held on April 24, 2019 by the following vote:

AYES: Vice Mayor Korpus, Councilmembers McCluer, Sos and Woehleke
NOES: None
ABSTAIN: None
ABSENT: Mayor Wykle

Roger N. Wykle, Mayor

Attest:

Marty C. McInturf, Town Clerk

Approved Resolution 33-2019

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

TOWN OF MORAGA

AND THE

MORAGA EMPLOYEES ASSOCIATION

July 1, 2019 – June 30, 2022

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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-Milias 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 as follows:

Administrative Assistant
Administrative Clerk
Administrative Services Technician (Designated as confidential employee)
Assistant Engineer
Assistant Planner
Clerk
Engineering Technician/Inspector
Maintenance Team Leader
Maintenance Worker
Police Services Technician
Recreation Coordinator I
Senior Administrative Assistant
Senior Maintenance Worker
Support Services Coordinator

As the confidential employee is privy to information leading to decisions of Town management affecting employee relations or matters of confidential information that is used to contribute significantly to the development of management positions, they are therefore precluded from collective bargaining due to their proximity to labor negotiations.

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. Employees also may file a complaint with the appropriate state or federal agency. No other contractual appeals procedure is provided for discrimination complaints.

1.3 Relationship of MOU and Town Personnel Rules

The Town Personnel Rules apply to employees in this bargaining unit, and those rules may be modified in the future. To the extent that there is any conflict between the Personnel Rules and this MOU, the provisions of this MOU prevail.

ARTICLE II – DIRECT PAY FOR SERVICES

2.1 Salary Adjustments

a) Effective the first full pay period in July 2019, the Town will implement a 3.0% increase to base salary for represented classifications in the bargaining group with the exception of the Assistant Engineer salary which will not be adjusted as it was adjusted effective March 31, 2019 to reflect the median salary rate after an independent compensation study was completed using comparable cities in the area. The revised FY 2019-20 salary table is attached as Appendix A.

b) Effective the first full pay period in July, 2020, the Town will implement a 2.5% increase to base salary for all represented classifications in the bargaining group. The revised FY 2020-21 salary table is attached as Appendix B.

c) Effective the first full pay period in July, 2021, the Town will implement a 2.5% increase to base salary for all represented classifications in the bargaining group. The revised FY 2021-22 salary table is attached as Appendix C.

2.2 Salary Schedule Placement and Movement

The rules regarding initial salary schedule placement, minimum promotional salary increases, and step movement are set forth in the Town Personnel Rules, Chapter 8 (Compensation).

2.3 Announcement of Vacant Positions

The requirements for announcing vacant positions are set forth in the Town Personnel Rules – Chapter 3, Recruitment and Examination.

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.

Generally, the regular work schedule shall be 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.

Employees on a "9/80" work schedule are scheduled to work eight 9-hour days, one 8-hour day, and have one day off every two weeks. For employees regularly assigned to a "9/80" work schedule, overtime is defined as work in excess of nine hours on regularly scheduled 9-hour days, work in excess of eight hours on regularly assigned 8-hour days, and work in excess of 40 hours in a defined workweek. The scheduled one day off every two weeks shall be consistent from week to week. Employees cannot change or flex their scheduled day off unless the change is intended to be permanent and is approved by the Town. For purposes of determining the 40 hour work week (for purposes of overtime), the 9/80 work schedule workweek begins four hours into the employee's eight hour shift.

Any work time in paid status shall be counted toward eligibility for overtime.

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, forced 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 Department at the time of payroll processing.

Employees may accrue up to forty (40) hours of Compensatory Time Off (CTO). Once the employee has reached the 40-hour cap, the Town has the discretion to pay out subsequent overtime in cash or permit an employee to accrue additional hours of CTO. Such discretion shall be exercised by the Town Manager.

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 and equitable basis among employees performing this kind of work during regular working hours. Town retains the ability to assign overtime work if no employee volunteers to work the shift or time required.

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

The rules regarding Acting/Out-of-Class pay are set forth in Personnel Rules – Chapter 8, Compensation.

3.8 Meal Periods and Rest Periods

The rules regarding meal and rest periods are set forth in Personnel Rules – Chapter 7, Hours of Work, Attendance and Overtime

ARTICLE IV – LEAVES OF ABSENCE

4.1 Vacation Leave

A. Vacation Accrual - Vacation shall be accrued based on years of service as follows:

a. For employees hired on or after July 1, 2017, vacation leave shall be earned, beginning in year one of employment at the rate of 3.08 hours per pay period (80 hours per year). Subsequently, an additional 8 hours per year shall be earned per year of service, up to a maximum of 200 hours per year.

Vacation Accrual Schedule:

Years of Service	Accrual Hours/Year
0-1	80
Every additional year	Additional 8 hours

b. For employees hired before July 1, 2017, vacation leave shall be earned, beginning in the first year of employment at a rate of 4.61 hours per pay period (120 hours per year). Subsequently, an additional 8 hours per year shall be earned per year of service up to a maximum of 240 hours per year.

c. For the Public Works/Parks Maintenance Worker, in the position as of July 1, 2017, the maximum amount of annual vacation accrual shall decrease from 320 hours to 240 hours as of July 1, 2019. A one-time vacation cash-out in the amount of $2,500 shall occur in June 2019 in exchange for this reduction in benefits.

d. Additional Vacation Accrual -Town Manager may authorize higher vacation accrual for newly hired employees based on prior years of local agency experience, difficulty in recruiting and retaining employees, and consideration of internal equity and fairness.

If a higher vacation accrual is granted to a newly hired employee, the additional annual vacation accrual of 8 hours shall begin once the employee reaches the number of employment years equivalent to the vacation accrual calculated according to Section 4.1A above. For example, if a new employee is granted 120 hours of vacation annually, they would not start earning an additional 8 hours of additional vacation until year 6.

B. Vacation Accrual Cap

a. For employees hired on or after July 1, 2017, an employee may accrue a maximum of 240 hours. Once the accrual maximum has been reached, no additional vacation shall be earned or accrued until the balance falls below the 240-hour maximum accrual amount.

b. For employees hired before July 1, 2017, an employee may accrue a maximum of 280 hours. Once the accrual maximum has been reached, no additional vacation shall be earned or accrued until the balance falls below the 280-hour maximum accrual amount.

c. For the Public Works/Parks Maintenance Worker holding the position as of July 1, 2017, the maximum amount of vacation earned shall be reduced from 320 to 280 hours as of December 31, 2019.

C. Employees are encouraged to take annual vacation leave equal to time accrued.

D. Vacation Cash Out

Employees may request to cash-out up to 60 hours of accrued vacation leave twice each fiscal year so long as the employee maintains a 120 hour vacation accrual minimum after the vacation accrual cash-out and the employee is in "good standing" within the past 12 months as verified by the employee's supervisor. Time may be cashed out twice annually in June and November consistent with the process outlined in the Town's Personnel Rules. Employees will be offered the opportunity to cash out vacation leave in July 2019 as a one-time opportunity in recognition of this change in procedures.

E. Vacation Accrual for Permanent Part-Time Employees

An employee who is employed on a permanent 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).

F. Interruption of Leave

See Personnel Rules – Chapter 6, Holidays, Vacation and Leaves of Absence.

G. 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.

4.2 Sick Leave - 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.

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.

4.3 Family and Medical Leave / Bereavement Leave

Family and Medical Leave shall be provided to eligible employees in accordance with federal and state law.

Employees shall be granted a maximum of three (3) days leave for each such incident relating to matters arising out of a major family illness or death of any immediate family member in California. In cases where the death of an immediate family member is outside California, the employee shall be granted a maximum of five (5) days leave. Employees requiring more than the leaves set forth in this section are able to utilize vacation and/or other available leave for such purposes, subject to reasonable notice and the operational needs of the department, as determined by the Department Head. "Immediate Family" is defined as wife, husband, domestic partner, son, daughter, mother, father, brother, or sister of employee, parent of a spouse or domestic partner, and close blood relatives or close relatives living in the member's household.

4.4 Court Appearances and Jury Duty

The rules regarding court appearances and jury duty leave are set forth in Personnel Rules – Chapter 9, Holidays, Vacation and Leaves of Absence.

4.5 Leave of Absence Without Pay

The rules regarding unpaid leaves of absence are set forth in Personnel Rules – Chapter 9, Holidays, Vacation and Leaves of Absence.

ARTICLE V – HEALTH AND SAFETY

The Town will furnish the employees with all safety equipment prescribed for the performance, duties, functions and services assigned. Failure to use safety equipment as prescribed constitutes grounds for disciplinary action, up to and including termination.

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/her 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

Rules regarding reimbursement for education and training expenses are set forth in Personnel Rules – Chapter 10, Benefits.

8.2 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.

8.3 Uniforms

Positions required to wear a uniform during the course of the workday shall receive a uniform allowance of $850 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 of time employed. Employees receiving a uniform allowance are required to purchase uniforms as specified by the Town.

8.4 Employee Use of Personal Automobile for Town Business

The rules regarding reimbursement for use of personal automobiles for Town business are set forth in Personnel Rules – Chapter 10, Benefits

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. Employer Contribution - 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 2019 plan year.

B. Employee Contribution - 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 2019 plan year, toward the premium 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 a 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. Change in Premium Rates - 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, 2019 – December 31, 2019 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 (20%) will be paid by the employee. If the Kaiser HMO-Gold level plan premium increase is twenty percent (20%) or greater, the Town and MEA agree to reopen this section 9.1 of the MOU and meet and confer.

E. Regular (Permanent) Part-time Employees – The Town will pay pro-rated amounts for medical insurance coverage for regular (permanent) part-time employees who are scheduled to work at least 60 but less than 80 hours in a two-week period, or at least 1,560 hours but less than the 2080 hours per year.

F. Medical Insurance Opt-Out - 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, 2019.

For permanent part-time employees, who are regularly scheduled to work at least 60 hours but less than 80 hours in a two-week period, or at least 1,560 hours but less than 2080 hours per year, 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, who are regularly scheduled to work at least 60 hours but less than 80 hours in a two-week period, or at least 1,560 hours but less than 2080 hours per year, 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 $150,000 for each permanent full-time employee.

For regular (permanent) part-time employees, the Town will provide a life insurance policy in the sum of $100,000.

ARTICLE X – DEFERRED COMPENSATION

10.1 Town employees may make a voluntary contribution to ICMA 457, up to the maximum amount allowable by law.

10.2 Town employees may elect to contribute to an ICMA 401a "final payout" plan. Employees must elect to participate in this Plan within the first thirty (30) days of employment. Per IRS rules, election to participate and level of contribution is irrevocable.

ARTICLE XI – LONG TERM DISABILITY

The Town provides for group long-term and short-term disability insurance.

ARTICLE XII – RETIREMENT

12.1 Town shall provide retirement benefits as defined below.

A. For "Classic members, as defined by the California Public Employees' Retirement System (CalPERS):

a. The Town participates in the "2% at 55" Miscellaneous retirement program for Moraga Employees Association positions.
b. The Town plan shall provide the "average of three years" benefit.
c. The Town plan shall provide the sick leave conversion benefit.
d. The Town plan shall include credit for military service time.
e. The Town plan shall include 1959 Survivor Benefits – Level 4.
f. The Employee will continue to pay 100% of the CalPERS-established required employee contribution (7% of salary for the Miscellaneous Plan) and the additional 4% cost sharing required by the prior CalPERS contract amendment for a total of 11% for the Miscellaneous Plan.

B. For "New" members, as defined by CalPERS, the Town will comply with the California Public Employees' Pension Reform Act of 2013 (PEPRA) that went into effect on January 1, 2013:

a. The Town participates in the "2% at 62" Miscellaneous retirement program for Moraga Employees Association positions.
b. The Town plan shall provide the "average of three years" benefit.
c. The Town and the Employee will share equally the normal cost of the CalPERS contribution.

C. Retirement benefits are subject to all applicable CalPERS regulations and relevant law, and the Town cannot provide retirement benefits that are inconsistent with the Public Employees' Retirement Law and related CalPERS rules and regulations. Employees should consult with CalPERS in calculating the amount of benefits they will receive after retirement.

ARTICLE XIII– HOLIDAYS

A. Holidays Observed - Employees shall receive a total of 13 paid days off (eleven scheduled holidays and two floating holidays per year). Employees regularly assigned a "9/80" work schedule shall receive a nine-hour holiday when the holiday is observed on a regularly scheduled nine-hour work day, and an eight-hour holiday when the holiday is observed on a regularly scheduled eight-hour work day.
The following are paid holidays:

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. Veterans Day (November 11)
8. Thanksgiving Day (4th Thursday in November)
9. Day after Thanksgiving Day (Friday after Thanksgiving)
10. Christmas Eve (December 24)
11. Christmas Day (December 25)
12. Two Floating Holidays (2)

B. Work on a Holiday -

An employee working on a holiday with Town approval 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 will also be entitled to an "in-lieu" holiday that must be taken on another scheduled work day off within the period of five (5) working days before, to five (5) working days after the worked holiday subject to supervisory 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 Department at the time of payroll processing.

In lieu holidays may not be carried over to another fiscal year and are lost unless used prior to the end of the fiscal year.

In situations where a holiday falls on a Friday when Town Offices are closed as part of implementing the 9/80 work schedule, the authorized holiday will be observed on the preceding regularly scheduled workday.

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

C. Floating Holiday - may be scheduled with the consent of the employee's respective Department Director as nine-hour holiday when the holiday is observed on a regularly scheduled nine-hour work day, and an eight-hour holiday when the holiday is observed on a regularly scheduled eight-hour work day.

Floating holidays do not accrue from year to year, are not payable upon separation from Town service and must be used within the fiscal year.

ARTICLE XIV – SICK, HOLIDAY & VACATION FOR PART-TIME EMPLOYEES

Sick leave, holiday pay, and vacation time 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.

ARTICLE XV – EMPLOYEE RIGHTS

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

Employees shall be provided with copies of any critical or unfavorable 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 critical or unfavorable 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

20.1 Unless otherwise noted in this Agreement, the effective date of this MOU and each provision shall be July 1, 2019.

20.2 This MOU shall remain in effect through June 30, 2022. 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 17 day of April, 2019.

Clinton Calkins, Moraga Employee Association Representative

TOWN OF MORAGA

Executed this 25th day of April, 2019.

Cynthia Battenberg, Town Manager

APPENDIX A

Moraga Employees Association
Fiscal Year 2019-20 – Monthly Salary Tables
Effective July 7, 2019

Classification	Step A	Step B	Step C	Step D	Step E
Admin Assistant	$ 4,387	$ 4,606	$ 4,836	$ 5,078	$ 5,332
Admin Assistant, Senior	$ 5,599	$ 5,879	$ 6,173	$ 6,482	$ 6,805
Administrative Services Technician	$ 5,708	$ 5,994	$ 6,293	$ 6,607	$ 6,938
Assistant Engineer	$ 7,209	$ 7,569	$ 7,947	$ 8,345	$ 8,762
Assistant Planner	$ 5,729	$ 6,015	$ 6,316	$ 6,631	$ 6,963
Clerk	$ 3,277	$ 3,441	$ 3,613	$ 3,795	$ 3,984
Community Services Officer	$ 4,705	$ 4,940	$ 5,187	$ 5,447	$ 5,719
Construction Inspector, Senior	$ 7,159	$ 7,517	$ 7,893	$ 8,287	$ 8,701
Engineering Technician/Inspector	$ 5,680	$ 5,964	$ 6,262	$ 6,576	$ 6,904
Maintenance Worker	$ 4,388	$ 4,606	$ 4,837	$ 5,079	$ 5,332
Maintenance Worker, Lead	$ 5,879	$ 6,173	$ 6,482	$ 6,805	$ 7,146
Maintenance Worker, Senior	$ 5,079	$ 5,332	$ 5,599	$ 5,879	$ 6,173
Police Services Technician	$ 4,387	$ 4,606	$ 4,836	$ 5,078	$ 5,332
Recreation Coordinator I	$ 5,090	$ 5,345	$ 5,611	$ 5,892	$ 6,187
Support Services Coordinator	$ 6,117	$ 6,423	$ 6,744	$ 7,082	$ 7,436

APPENDIX B

Moraga Employees Association
Fiscal Year 2020-21 – Monthly Salary Tables
Effective July5, 2020

Classification	Step A	Step B	Step C	Step D	Step E
Admin Assistant	$ 4,496	$ 4,721	$ 4,957	$ 5,205	$ 5,466
Admin Assistant, Senior	$ 5,739	$ 6,026	$ 6,327	$ 6,644	$ 6,975
Administrative Services Technician	$ 5,851	$ 6,143	$ 6,451	$ 6,773	$ 7,112
Assistant Engineer	$ 7,389	$ 7,758	$ 8,146	$ 8,554	$ 8,981
Assistant Planner	$ 5,872	$ 6,166	$ 6,474	$ 6,797	$ 7,137
Clerk	$ 3,359	$ 3,527	$ 3,704	$ 3,889	$ 4,084
Community Services Officer	$ 4,823	$ 5,063	$ 5,317	$ 5,583	$ 5,862
Construction Inspector, Senior	$ 7,337	$ 7,705	$ 8,090	$ 8,495	$ 8,919
Engineering Technician/Inspector	$ 5,822	$ 6,113	$ 6,419	$ 6,740	$ 7,077
Maintenance Worker	$ 4,497	$ 4,721	$ 4,958	$ 5,206	$ 5,466
Maintenance Worker, Lead	$ 6,026	$ 6,327	$ 6,644	$ 6,975	$ 7,325
Maintenance Worker, Senior	$ 5,206	$ 5,466	$ 5,739	$ 6,026	$ 6,327
Police Services Technician	$ 4,496	$ 4,721	$ 4,957	$ 5,205	$ 5,466
Recreation Coordinator I	$ 5,218	$ 5,478	$ 5,752	$ 6,039	$ 6,342
Support Services Coordinator	$ 6,270	$ 6,584	$ 6,913	$ 7,259	$ 7,621

APPENDIX C

Moraga Employees Association
Fiscal Year 2021-22 – Monthly Salary Tables
Effective July 4, 2021

Classification	Step A	Step B	Step C	Step D	Step E
Admin Assistant	$ 4,609	$ 4,839	$ 5,081	$ 5,335	$ 5,602
Admin Assistant, Senior	$ 5,883	$ 6,177	$ 6,485	$ 6,810	$ 7,150
Administrative Services Technician	$ 5,997	$ 6,297	$ 6,612	$ 6,942	$ 7,289
Assistant Engineer	$ 7,574	$ 7,952	$ 8,349	$ 8,767	$ 9,206
Assistant Planner	$ 6,019	$ 6,320	$ 6,636	$ 6,967	$ 7,315
Clerk	$ 3,443	$ 3,615	$ 3,796	$ 3,987	$ 4,186
Community Services Officer	$ 4,943	$ 5,190	$ 5,450	$ 5,722	$ 6,008
Construction Inspector, Senior	$ 7,521	$ 7,897	$ 8,292	$ 8,707	$ 9,142
Engineering Technician/Inspector	$ 5,968	$ 6,266	$ 6,579	$ 6,908	$ 7,254
Maintenance Worker	$ 4,610	$ 4,839	$ 5,082	$ 5,336	$ 5,602
Maintenance Worker, Lead	$ 6,177	$ 6,485	$ 6,810	$ 7,150	$ 7,508
Maintenance Worker, Senior	$ 5,336	$ 5,602	$ 5,883	$ 6,177	$ 6,485
Police Services Technician	$ 4,609	$ 4,839	$ 5,081	$ 5,335	$ 5,602
Recreation Coordinator I	$ 5,348	$ 5,615	$ 5,896	$ 6,190	$ 6,500
Support Services Coordinator	$ 6,427	$ 6,748	$ 7,086	$ 7,441	$ 7,812