

**MEMORANDUM OF
UNDERSTANDING**

**BETWEEN
CITY OF BELMONT
AND
MID-MANAGEMENT/CONFIDENTIAL
EMPLOYEES ASSOCIATION
(MMCEA)**

July 1, 2007 – June 30, 2008

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BELMONT
AND
MID-MANAGEMENT/CONFIDENTIAL
EMPLOYEES ASSOCIATION

The Mid-Management/Confidential Employees Association of Belmont and representatives of the City of Belmont have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit listed in Appendix A, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Belmont City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2007 and ending June 30, 2008.

1 Recognition

1.1 City

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Belmont, hereinafter referred to as the "City," in employer-employee relations.

1.2 Association

The Mid-Management/Confidential Employees Association, hereinafter referred to as the "Association," is recognized as the majority representative, as provided in the City's Employer-Employee Relations Ordinance, for all employees assigned to the classifications set forth in Appendix A, which is attached hereto and made a part hereof.

Immediate staff of the City Manager who are represented by the Association may withdraw from the Association by providing notice within sixty (60) days prior to the termination of this Memorandum of Understanding.

2 Association Security

2.1 Dues Deduction

The Association may have the regular dues of its members within the unit deducted from the employee's pay checks under procedures prescribed by the City for such deductions. The City shall accept authorization for dues deductions on a semi-monthly basis. Employees may authorize such deduction only for the organization certified as the recognized employee organization of the unit to which such employees are assigned. Dues deduction shall be made only upon signed authorization from the employee upon a form furnished by the City, and shall continue: 1) until the transfer of the employee to another unit or 2) until such authorization is revoked, in writing, by the employee in accordance with provisions of this Section. Current dues deduction authorization forms may not be revoked during the terms of this Memorandum of Understanding executed by the City and the Association provided, however, that during the period of sixty (60) to ninety (90) days immediately preceding the expiration of this Memorandum of Understanding or during the period of sixty (60) to ninety (90) days immediately preceding the expiration of any successor memorandum of understanding, employees shall be able to revoke current dues deduction authorization forms by notification

to the City. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amounts of the deductions herein authorized. When an employee is a non-pay status for an entire period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit that amount with the City which would have been withheld if the employee had been in pay status during the period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction. The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of the check off of Association dues. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.2 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Association if it is affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, as the Association shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City management determines that an ordinance, rule resolution or regulation must be adopted immediately without prior notice or meeting with the Association, City management shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

3 No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age, physical or mental disability, marital status, medical condition, religion, political activity, or legitimate Association activities against any employee or applicant for employment by the Association or by the City.

4 Representative Rights

4.1 Employee Representatives for Grievances

Reference is made to "Rule 16, Grievance Procedure," to be found in the City of Belmont's Personnel Rules & Regulations," which Rule is herein embodied by reference.

4.2 Association Activities

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours unless approved in advance by the City Manager or his designated representative.

5 Salary Plan

5.1 Paychecks and Pay Period

All paychecks will be delivered through either direct deposit or a City pay card system.

5.2 Salaries

The salary ranges for represented classifications shall be as set forth in Appendix A, which is attached hereto and made a part thereof. Effective July 1, 2007, all classifications will receive a 100% equity adjustment, with a minimum of 3.5%.

5.3 Step Increases

The City and the Association recognize that represented employees should have the opportunity to move through their salary ranges based on performance and length of service. Toward this end, employees who maintain acceptable performance levels shall be eligible for annual step increases as follows.

Each classification shall have six steps with 5% between each step.

Annual step increases will become effective on the employee's anniversary date and will be based upon an overall evaluation of "Meets Criteria" or better. Every effort shall be made to complete an employee's evaluation on or before his/her anniversary date. In the event the evaluation is completed after the employee's anniversary date, the employee will receive his/her step increase retroactive to his/her anniversary date.

When warranted, the City Manager may deem a salary step adjustment in advance of an employee's anniversary date.

Employees may be eligible to receive two (2) step increases at one time based upon exceptional performance and City Manager approval. For the purposes of this Section, exceptional performance is defined as:

Overall performance that continually exceeds what is expected in most performance areas.

In addition, the employee will be self-directed, continually takes on and successfully completes new challenges, suggests useful improvements and/or new directions applicable to the organization and requires minimal supervision.

6 Probationary Period

An employee's probationary period may be extended for a period of up to six (6) additional months. Written notification of such extension will be provided to the employee and the association.

6.1 Nature, Purpose and Duration

The probationary period shall be an essential part of the examination process, and shall be utilized for the most effective adjustment of a new employee and for the elimination of any probationary employee whose performance is not satisfactory.

The City Manager may terminate a probationary employee at any time during the probationary period without right of appeal, except as provided by applicable laws, in any manner and without recourse to the procedures provided in Section 4 hereof, except when the employee alleges and substantiates in writing that the termination was due to discrimination prohibited by city, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In the case of rejections during the probationary periods, employees shall be given written notice, with reasons therefore, at once.

The probationary period for all new employees shall be twelve (12) months from the date of appointment.

6.2 Promotional Probation

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee is discharged during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

7 Transfer, Promotion, Employment Lists

7.1 Transfer

No employee shall be transferred to a position for which he/she does not possess the minimum qualifications. Upon approval by the City Manager, an employee may be transferred by the Department Head at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications. If the transfer involves a change from one department to another, both Department Heads must consent thereto, unless the City Manager orders the transfer for purposes of economy or efficiency. Transfer shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in the City's rules and regulations. Each transfer shall not result in the loss to the employee of any accumulated leave, such as vacation and sick leave, nor shall it affect the employee's length of service with the City.

7.2 Promotion

Insofar as is consistent with the best interests of the City, all vacancies in the competitive services shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.

7.3 Time Off for Examination

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

8 Layoff and Reemployment

8.1 Layoff

Whenever in the judgment of the City Council it becomes necessary in the interest of the economy or because the necessity for a position no longer exists, the City Council may abolish any position of employment in the city service, or reduce the number of hours for any position in the city service, and the employee holding such position of employment may be laid off, either partially or completely, without taking disciplinary action.

8.2 Notice of Layoff

Except in cases of emergency, the City Manager shall notify, in writing, the employee and the union of the proposed action and reasons therefore at least twenty-eight (28) calendar days in advance of such action. A copy of this Section 8, Layoff and Reemployment, shall be attached to the written notice. The City will offer to meet and confer with the union regarding the impacts of specific layoffs.

8.3 Grievance of Layoff

An employee who receives notice of a specific action under the layoff procedure and believes that the layoff procedure has not been correctly applied in the employee's case, may appeal as provided in the grievance procedure. The decision itself to lay off shall be specifically excluded from the grievance or any other appeal procedure.

8.4 Order of Layoff

Employees shall be laid off in inverse order of their length of service in a classification. Length of service is the amount of combined regular or probationary service in the classification affected and any former classification that the employee may have held with the City. If two or more employees have the same length of service, the order of layoff will be determined by the City Manager.

8.5 Displacement Rights

- (A) An employee who has received a notice of layoff may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower related classification within his/her department, provided that in order to displace the employee with less service the laid off employee must, in the opinion of the Human Resources Director, meet the minimum qualifications of the classification into which he/she is displacing. The laid off employee may also displace a less senior employee in another department, provided that the laid off employee has held regular status in that classification and performed in a satisfactory manner.
- (B) If the employee is unable to displace an employee with less seniority as described in (A) he/she may accept a voluntary transfer or demotion to a vacant position in a lateral or lower related classification in which no previous service has been rendered provided that, in the opinion of the Human Resources Director, the employee meets the minimum qualifications of the classification. If two (2) or more employees request to transfer or demote into the same vacant position as described herein, the employee with the highest seniority, as defined in this Section 8, will have his/her request granted.
- (C) Employees requesting to exercise their right to displace into a classification as provided in (A) or (B) above must make such request to the Human Resources Director in writing within five (5) calendar days of their receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the displacement rights provided in this Section 8. Should the Human Resources Director determine that the laid off employee does not meet the minimum qualifications for the classification into which the employee requests to be reassigned, such decision may be appealed to the City Manager. The decision of the City Manager may be appealed to an Adjustment Board comprised of one person designated by the union/association, one person designated by management, and a third person who shall be selected by the first two Adjustment Board members. The decision of the Adjustment Board shall be final and not subject to further appeal through the grievance process.
- (D) Employees laid off as a result of another employee's exercise of displacement rights shall be entitled to a minimum notice period of fourteen (14) calendar days.
- (E) When an employee chooses to displace into a position in a lateral or lower related classification, said employee must accept the salary, hours and working conditions of the position. If the employee's salary prior to displacement is within the salary range of the lateral or lower related classification into which the employee is displacing, the employee will retain the salary held prior to displacing, even if that places the employee's salary between steps in the new salary range. If the employee's salary prior to displacing is above the top of the range of the lateral or lower related classification, the employee's salary will be placed at the top of the salary range of the lateral or lower related classification. Employees who accept a voluntary transfer or demotion as described in (B) shall serve a probationary period of twelve (12) months.
- (F) If an employee chooses to displace into a position in a lateral or lower classification within the same department, he/she shall have the right to displace first into the highest lateral or lower classification. If an employee chooses to displace into a position in another department, if such employee held regular status in more than one classification, he/she shall have the right to displace first into the highest classification in which regular status was previously held. Highest classification shall be defined as the classification with the highest top step in the salary plan in effect at the time of layoff.
- (G) Seniority for the purpose of exercising the displacement rights provided in this Section is defined as the total cumulative number of years of probationary and regular service with the City of Belmont beginning with the worker's first date of employment with the City.
- (H) Employees may elect to be laid off in lieu of displacement. Accepting such a layoff does not affect the employee's reemployment rights under this Agreement.

- (I) At the time of a layoff, employees who were previously members of the Bargaining Unit (e.g., who subsequently promoted out of the unit) shall have all the rights described in Section 8.
- (J) A part-time regular employee may only displace into a part-time position in a lateral or lower related classification in accordance with the provisions of this Section.
- (K) A full-time regular employee may displace into a full-time or part-time position in a lateral or lower related classification in accordance with the provisions of this Article.

8.6 Reemployment

- (A) The names of employees laid off shall be placed on a reemployment list from most senior to least senior. The employee with the greatest seniority on the reemployment list, including those who exercised their displacement rights or who took a voluntary demotion, shall be offered reinstatement in a vacant classification for which said employee meets the minimum qualifications. In the event the employee refuses two (2) offers of reemployment, said employee's name shall be removed from the reemployment list. The employee's name shall not be removed from the reemployment list if said employee refuses reemployment into a classification that is lower than the highest classification held by the employee. In hiring for a vacant position in a classification, such reemployment list shall take precedence over all other employment lists.
- (B) Any employee who accepts an offer of reemployment to the highest classification he/she would have been entitled to at the time of layoff shall have his/her name removed from the reemployment list.
- (C) Any employee who is laid off and is subsequently eligible for reemployment shall be notified by the City in writing, sent by certified mail to the last address given the City by the employee, of any vacancies for which he/she is eligible. Employees so notified shall respond within seven (7) working days of the date notice was sent. Copies of all such reemployment notices together with a listing of employees to whom they were sent shall be sent to the Union.
- (D) The names of employees who exercise their right to displace into a classification as provided in Section 8.5(A) or (B), and the names of employees whose layoff results in unemployment from the City shall remain on a reemployment list for a period of one (1) year. This one (1) year period shall commence upon the date the employee begins his/her service in the lower/lateral classification into which he/she displaced as defined in Section 8.5(A) or (B), or upon the date unemployment from the City begins.
- (E) Any employee rehired as defined in Section 8.6 shall serve a probationary period of no more than twelve (12) months, unless the reemployed employee has prior service in the classification into which he/she is being rehired.

9 Resignation and Reinstatement

9.1 Resignation

An employee wishing to resign from employment in good standing shall file with the Department Head at least two (2) weeks notice of an intention to leave City service unless a shorter period of time is agreed upon between the employee and the Department Head. The written resignation shall state the effective date and the reasons for leaving.

9.2 Reinstatement

A regular or probationary employee who has resigned in good standing may be reinstated by the City Manager, upon recommendation of the Department Head to a vacant position of the same class as the previous position held within a period of one (1) year from the effective date of such resignation. A new probationary period may be required.

10 Reallocation of Position

An employee in a position reallocated to a lower classification shall have the right of either (1) transferring to a vacant position in the employee's present classification in the same or another department, provided both the City Manager and the Department Head of the department into which the transfer is proposed agree, or (2) continuing in the same position in the lower classification at a Y rate of pay when the incumbent's pay is higher than the maximum step of the schedule for the lower classification. Such Y rate of pay shall be discontinued when the incumbent ceases to occupy the position or whenever the maximum pay of the salary assigned to the lower classification equals or exceeds such Y rate. The Y rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

11 Hours of Work, Administrative Leave, Compensation Time

11.1 Hours of Work

The standard work week for employees occupying full-time positions consists of forty (40) hours per week unless otherwise specified by the City. An alternate work schedule (9/80 or 4/10) may be approved by the City Manager. An employee requesting such an alternate schedule must submit a plan to the department head describing in detail the specific schedule and the anticipated impact on the City's operations. The employee's request will be responded to in writing within thirty (30) days of the date of submittal. The City will remain open for business Monday through Friday from 8:00 AM until 5:00 PM and will continue to provide a high level of service to the citizens of Belmont. The decision of the City Manager shall be final and not subject to the Grievance Procedure.

11.2 Administrative Leave

In recognition of the demands placed upon members of this unit who are identified as FLSA exempt or Management personnel and are required to work outside of the normal work week, eighty (80) hours of administrative leave shall be granted to all such employees on January 1 of each fiscal year. Administrative leave must be used in the calendar year in which it was granted and may not be carried over into a subsequent fiscal year or paid out upon termination.

Up to twenty-four (24 hours) of unused administrative leave may be converted to vacation hours annually at end of calendar year.

In recognition of the amount of time Police Captains and Police Lieutenants are required to be on call, one hundred and four (104) hours of administrative leave shall be granted to such employees on January 1 of each calendar year. Administrative leave must be used in the fiscal year in which it was granted and may not be carried over into a subsequent fiscal year or paid out upon termination. Up to twenty-four (24) hours of unused administrative leave may be paid out at the conclusion of the calendar year at the employee's option.

11.3 Overtime

Authorized work performed by member of this unit who are identified as FLSA non-exempt employees in excess of forty (40) hours in one (1) week shall constitute overtime. All compensable overtime must be authorized by the department head or the department head's designated representative in advance of being worked. If prior authorization is not feasible because of emergency condition, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. An

employee required to work in excess of the regularly scheduled hours of work shall be compensated for each overtime hour worked at the rate of one and one-half (1 1/2) times the employee's regular straight-time rate of pay. Payment for overtime worked will be either cash or compensatory time off upon mutual agreement of the department head and the employee subject to the availability of funds and with consideration of the employee's current accumulation of compensatory time off will be taken at a time agreeable to the employee and his/her supervisor. Employees may accumulate a maximum of eighty (80) hours of compensatory time off; overtime hours accumulated in excess of eighty (80) hours of compensatory time off will be paid at the rate of one and one-half (1 1/2) times the employees' regular straight time rate of pay.

The above provision for overtime shall be granted in accordance with the state and federal law.

12 Holidays

12.1 Authorized Holidays

The holidays to be observed by this Association are as follows:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Day	December 25

In addition to the above-listed holidays, employees shall receive two (2) Floating Holidays to be taken after one (1) year of service, at any time mutually convenient to the Department Head and the employee, and every day proclaimed by the President of the United States, Governor of California, or Mayor of this City as a public holiday. Floating holidays will only be usable as time off and may not be paid out upon separation from City service. Floating Holidays must be used in the calendar year in which they are accrued and may not be carried over into a subsequent calendar year.

When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the previous Friday shall be observed. If the holiday falls on an employee's regular scheduled time off, compensatory time shall be granted.

Either the day before Christmas or the day before New Year's Day shall be a holiday, the specific day to be determined by mutual agreement between the employee and the Department Head, and the employee shall not be required to be on duty unless the Department Head has so indicated.

12.2 Holiday During Vacation

In the event any of the holidays specified in Section 12.1 above occurs while an employee is on vacation, the holiday shall not be charged to vacation.

13 Vacation Leave

13.1 Vacation Allowance

Regular full-time employees shall be entitled to vacation leave as follows:

Hours Accrued

Length of Service	Days of Vacation	Per Month of Service
1 through 4 years	10 days	6 2/3 hours
5 years	15 days	10 hours
6 years	16 days	10 2/3 hours
7 years	17 days	11 1/2 hours
8 years	18 days	12 hours
9 years	19 days	12 2/3 hours
10 or more years	20 days	13 1/3 hours
15 or more years	22 days	14 2/3 hours

13.2 Vacation Accumulation

In the event an employee is unable to take all of the vacation leave to which the employee is entitled in a calendar year, the employee shall be permitted to accumulate the unused portion, provided that the accumulated time does not exceed two times the employee's annual allowance unless an extension is granted by the City Manager due to exceptional circumstances. Employees who have reached their accrual limit will not accrue any additional vacation unless and until their accrued vacation is below their accrual limit.

13.3 Pay Upon Termination

Employees who leave City service shall be paid straight-time salary for all accrued vacation leave earned on or before the effective date of termination.

13.4 Vacation Scheduling

The time during a calendar year at which an employee may take vacation shall be at the discretion of the Department Head. Length of service shall be given consideration when giving preference as to vacation.

14 Sick Leave

14.1 Accrual and Usage

Sick leave, with pay, shall be granted to all full-time regular and probationary employees. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual personal or family sickness or disability. An employee taking sick leave may be required to file a physician's certificate or personal affidavit with the Department Head stating the cause of the absence.

For purposes of computing sick leave, one (1) day shall be considered as eight (8) working hours. In the event that one or more City holidays falls within a period of an employee's illness on sick leave, such holiday shall not be charged against the employee's sick leave balance. Sick leave shall be earned at the rate of one (1) day of each calendar month of service.

A maximum of eighty (80) hours of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of sickness or disability affecting the employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, domestic partner or dependents of the employee.

14.2 Accumulation

Unused sick leave shall be accumulated to a total of not more than two hundred (200) days (1,600 hours). An employee who is off on sick leave shall be entitled to accumulate earned sick leave while using previously earned sick leave. An employee who is on leave without pay shall not accumulate sick leave credits.

14.3 Workers' Compensation -- Integration with Sick Leave

In the event that an employee chooses to integrate accumulated unused sick leave with Workers' Compensation and Workers' Compensation payments cover all or part of the period during which sick leave benefit was payable for said period, the unused portion of accumulated sick leave will continue to be credited to the employee.

14.4 Pay for Unused Sick Leave Upon Separation from City Service

Upon resignation, the City shall compensate employees for accumulated sick leave at the rate of twenty-five percent (25%) of days accumulated for employees with at least six (6) but less than twenty (20) years of service with the City and at the rate of thirty-five percent (35%) days accumulated for employees with twenty (20) or more years of service with the City. This provision shall not apply when an employee is discharged.

Upon retirement or death, the City shall compensate employees for accumulated sick leave at the rate of twenty-five percent (25%) of days accumulated for employees with at least five (5) years but less than ten (10) years of service with the City, and at the rate of fifty percent (50%) for employees with ten (10) or more years of service with the City. For purposes of this Section, retirement will be defined as receiving a PERS retirement benefit.

15 Other Leaves

15.1 Bereavement Leave

A maximum of five (5) days of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of death affecting the employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, domestic partner or dependents of the employee. The Department Head may grant such leave because of death of a member of the employee's household and not a member of the immediate family when the Department Head deems it appropriate to do so.

15.2 Industrial Disability Leave of Absence

(A) Sworn Management Personnel:

Leave with pay shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, in accordance with Section 4850 of the Labor Code of the State of California.

(B) Civilian Personnel:

Leave with pay shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California, for the period of such disability to a maximum of eighty (80) hours.

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

The benefits of Sick Leave and Disability Leave shall be mutually exclusive and no sick leave benefits may be used for the purposes specified under this Section.

If the employee's disability caused by illness or injury arising out of and in the course of the employee's

employment extends beyond the eighty (80) hours described above, the employee may integrate his/her unused sick leave, vacation leave, and compensatory time-off accruals with the Workers' Compensation payments provided that the sum of the Workers' Compensation payments and paid leave does not exceed the employee's regular rate of pay for said period.

Industrial disability leave may not exceed twelve (12) months and ten (10) days unless extended by the City Manager whose decision shall be final.

The City shall continue to pay the insurance premiums for the employee when an employee is on an industrial disability leave of absence without pay in accordance with this Section.

15.3 Non-Industrial Disability Leave Without Pay

An employee who is disabled by reason of illness or injury which is not job-incurred may be granted a leave of absence without pay so long as such disability continued and is substantiated by a physician's statement. Such leave shall not exceed twelve (12) months and may be granted only after the employee has used all of the employee's accrued sick leave. At the employee's option, accrued vacation and compensatory time off may be used during the period of such leave.

When such disability is by reasons of pregnancy, child birth or related medical conditions, as substantiated by a physician's statement, a leave of not less than six (6) weeks shall be granted. If such disability continues beyond that period, leave shall be granted to a maximum of four (4) months, at which time the disabled employee shall be subject to the provisions of paragraph 1 above. The total leave granted under this Section shall not exceed twelve (12) months. The disability leave for pregnancy, child birth or related medical conditions shall be granted in accordance with applicable state and federal laws.

The City shall continue to pay the insurance premiums for the employee when an employee is on a non-industrial disability leave of absence without pay in accordance with this Section.

15.4 Personal Leave of Absence

The City Manager may grant a permanent employee a leave of absence without pay or benefits for a period not to exceed ninety (90) days. Requests for such leave shall be in writing and shall be approved in advance by the City Manager in writing.

15.5 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay, provided, however, the employee must remit to the City all fees received except those specifically allowed for mileage and expenses.

15.6 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

15.7 Seniority Rights and Salary Adjustments While on LOA

Authorized leave of absence without pay which exceeds two (2) weeks for (1) leave of absence for personal reasons; (2) leave of absence for non-industrial illness or injury; or (3) leave of absence for industrial illness or injury shall not be included in determining salary adjustments. Authorized leave of absence without pay which exceeds thirty (30) calendar days for (1) leave of absence for personal reasons; (2) leave of absence for non-industrial illness or injury; or (3) leave of absence for industrial illness or injury shall not be included in determining seniority rights.

16 Health and Welfare Plans; Retirement Plan

16.1 PEMHCA Hospital/Medical Plans

The City will participate in the Public Employees' Medical and Hospital Care Act (PEMHCA) medical plans, as administered by PERS, or another comparable medical plan, and make contributions as required by PEMHCA or other comparable medical plan for active and retired employees.

16.2 Flexible Benefits Plan

The City shall offer an Internal Revenue Code Section 125 Plan which contains the components of premium conversion, health care reimbursement account, dependent care reimbursement account, and cash option. Each January 1 of each year of the contract, the City's contribution toward the Internal Revenue Code Section 125 Plan shall be increased by one hundred percent (100%) of the amount of any increase from the previous January 1st in the cost for full family coverage under the Kaiser health plan. An employee may use any and all such funds toward the cost of employer-provided health insurance for the employee and eligible dependents. An employee may use any and all such funds that are not used for medical plan premiums as contributions into the health care reimbursement account, dependent care reimbursement account, deferred compensation, or cash option. If an employee is eligible for alternative group medical insurance through a spouse's or domestic partner's employer-sponsored medical plan, the employee may waive the City's medical insurance coverage and elect such alternate plan. Proof of such alternative coverage is required prior to waiving coverage through the City plan.

16.3 Dental Plan

The City will provide dental coverage to all employees and their eligible dependents. Employees will be responsible for Five Dollars (\$5.00) of the monthly premium if covering their spouse and Ten Dollars (\$10.00) of the monthly premium if covering their family. These amounts will be deducted from the employee's paycheck.

16.4 Vision Plan

The City shall continue to contribute to a self-insured Vision Care Plan the sum of Nineteen Dollars (\$19.00) per month for each Mid-Management/Confidential employee and eligible dependent(s), which plan is managed by the Mid-Management/Confidential Employees Association. It is understood that this plan may be adjusted to use its surplus funds, if such surplus funds exist, for dental claims of the Mid-Management/Confidential employees if the members so desire. The members will develop and approve the method and policies by which such reimbursement will take place.

16.5 Life and Accidental Death & Dismemberment Insurance

For sworn Management personnel, the City shall provide life and accidental death and dismemberment insurance in the amount of one and one-half (1 1/2) times the employee's basic annual earnings up to a maximum benefit of Fifty thousand Dollars (\$50,000).

The City shall pay on behalf of non-sworn personnel a monthly premium contribution sufficient to provided life and accidental death and dismemberment insurance in accordance with the schedule below: Employees may purchase additional life insurance in accordance with their respective plans.

All employees with Basic Monthly Earnings of:	Face Amount Life Insurance	Principal Sum Accident Insurance
less than \$900	20,000	\$20,000
\$900 but less than \$1,200	\$25,000	\$25,000
\$1,200 but less than \$1,500	\$30,000	\$30,000
\$1,500 but less than \$1,800	\$35,000	\$35,000
\$1,800 but less than \$2,100	\$40,000	\$40,000
\$2,100 but less than \$2,400	\$45,000	\$45,000
\$2,400 or more	\$50,000	\$50,000

16.6 Disability Insurance

(A) Long Term Disability

The City shall present Long Term Disability Insurance Coverage at no cost to the employee. The amount of insurance shall be based on sixty-six and two-thirds percent (66 2/3 of the employee's basic monthly earnings, reduced by any deductible benefits. The City will reclassify the cost of the long term disability insurance to the employee's salary. The employee shall pay the actual monthly cost of the premium on an after-tax basis.

(B) State Disability Insurance (SDI)

The City will participate in the California State Disability Insurance Program (SDI). The cost to participate in the program will be paid by employees. Any benefits received under this program will be automatically integrated with any available sick leave and/or Workers' Compensation benefits. Once sick leave is exhausted, employees may integrate SDI benefits with unused vacation leave or compensatory time. Integrated payments shall at no time exceed the employee's regular rate of pay.

Paid Family Leave

Employees receiving Paid Family Leave benefits shall be required to take up to two (2) weeks of earned but unused vacation leave or compensatory time as permitted by state law.

16.7 Retirement

The City shall contract with PERS to provide a retirement plan, which includes the 3% at 50 formula for sworn public safety employees effective July 1, 2005, and the 2% at 55 formula for miscellaneous employees. The Miscellaneous plan will include the following optional benefits: Credit for Unused Sick Leave; Industrial Disability Retirement for Local Miscellaneous Members; and Fourth Level of 1959 Survivor Benefits.

Employees will pay the full amount of the employee-share of the PERS retirement contribution (7% or 9%) on a before-tax basis in accordance with the IRS Section 414(h)(2).

16.8 Retiree Health Benefits

- (A) An employee who retires in accordance with PERS regulations after five (5) years of continuous employment with the City of Belmont shall be eligible to participate in the PERS health care program. The City will contribute to PERS the mandated minimum employer contribution for such health plan participation.
- (B) An employee who retires in accordance with PERS regulations after twelve (12) years of continuous employment with the City of Belmont shall be entitled to monthly reimbursement of the expenses he or she incurs for hospital and medical care premiums for his or her individual coverage only.
- (C) An employee who retires after July 1, 2001 and who retires in accordance with (B) above shall be entitled to monthly reimbursement of hospital and medical care premiums up to a maximum of the amount paid by the City of Belmont for single employee coverage under the Kaiser Health Care Plan.
- (D) A retiree shall be entitled to participate in the City's dental plan at his/ her own cost.

16.9 Deferred Compensation

The City shall contribute monthly sums to each employee's account pursuant to the existing City of Belmont's Deferred Compensation Plan as set forth in Appendix B, which is attached hereto and made a part thereof.

16.10 Catastrophic Leave Program

A permanent employee may be eligible to receive donations of paid leave other than sick leave, to be included in the recipient employee's sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the City Manager. The recipient employee is not eligible so long as she/he

has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.

- a) A medical verification including diagnosis and prognosis must be provided by the recipient employee.
- b) A recipient employee is eligible to receive ninety (90) working days of donated time per employment. Requests for exception to this limit may be submitted to the City Manager whose decision shall be final.
- c) Donations shall be made in four (4) hour increments and are irrevocable. The donor employee may donate vacation up to any amount so long as the donor employee retains at least eighty (80) hours of vacation. Compensatory time may also be donated without limit on the amount. Sick leave may not be donated.
- d) Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee. All sick leave provisions will apply.
- e) Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- f) The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the City Manager's sole discretion and shall be final and non-grievable.

16.11 Domestic Partner Coverage

The City will provide domestic partner medical, dental, and vision care coverage to the extent and in the manner in which the health plan carriers allow for the domestic partner's enrollment. The domestic partner of the employee shall be defined as an unmarried person, regardless of gender, who resides with the employee and shares the common necessities of life. In a domestic partnership neither partner is married to another; both are at least 18 years of age; are not related by blood so close as to bar marriage; are mentally competent; and are each other's sole domestic partner, intend to remain so indefinitely, and are responsible for their common welfare. Domestic partners will be required to complete, sign, and file with the City an "Affidavit of Domestic Partnership." No person who has filed an Affidavit of Domestic Partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the City.

17 Safety

17.1 Observance of Safety Rules and Regulations

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations. Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony to the same.

17.2 Safety Equipment

The City shall continue to supply employees with safety equipment required by the City and/or CAL OSHA. All employees shall use City-supplied safety equipment only for the purposes and uses specified under applicable safety rules and regulations.

18 Disciplinary Actions

The City Manager or Department Head may discipline, which may include but not be limited to suspension, discharge, or demotion of employees for cause. The action imposed upon an employee may be processed as a grievance pursuant to Rule 16, Personnel Rules and Regulations, per City Council Resolution 9486.

19 Special Provisions

19.1 Uniform Allowance

Any member of the Mid-Management/Confidential Employees Association who is a sworn police officer with the Belmont Police Department shall receive an annual uniform allowance equivalent to that received by a sworn police officer as specified in the Belmont Police Officers Association M.O.U., and as adjusted each year.

19.2 Tuition Reimbursement

The City's administrative policy, as confirmed in Section 20.3 of the Personnel rules and Regulations, regarding tuition reimbursement shall continue for the term of this Memorandum of Understanding and not exceed One Thousand Dollars (\$1,000) per annum, per employee.

19.3 Car Allowance

All employees required to use personally owned vehicles for City business shall be reimbursed at the rate set for automobile use by the Internal Revenue Service.

19.4 Acting Pay

An employee may be assigned by the City Manager, or his/her designee, to perform the duties of a higher classification on an acting basis by written notice. Such assignments may be made to cover for an extended absence, a position vacancy, or other extenuating circumstances. However, it is not intended to be used for routine vacation coverage. An employee assigned to perform the duties of a higher level position on an "acting" basis for a period of ten (10) consecutive workdays or more, shall receive "acting" pay retroactive to the first day of such assignment. After each such written assignment by the department head, the employees shall be entitled to payment for the higher classification. Such payment shall be at the rate for the first step of the higher classification or at the step which is not less than five percent (5%) more than his/her current pay. In the event an employee performing such "acting" assignment is absent from work because of illness or injury for more than five (5) workdays, the City in its sole discretion may terminate the employee's acting assignment designation and the additional compensation provided therefore.

19.5 Maintaining Required Licenses and Certifications

Employees who are required to hold and/or obtain a required certification and/or license to perform in a job classification must maintain their license and/or certification at all times during employment in that job classification. Employees are required to notify their supervisor immediately when any required license or certification has expired.

20 Past Practices

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.

21 Separability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

22 Duration

This Memorandum of Understanding shall be effective as of July 1, 2007 except for those provisions of the M.O.U. which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including June 30, 2008, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of July 1, 2008 or to the first day of July of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

The City is committed to commencing discussions on March 2, 2008 on total compensation for the next contract.

In witness whereof, the parties hereto have executed this Memorandum of Understanding this 15th day of January, 2007/8
[Signature]

MID-MANAGEMENT/CONFIDENTIAL
EMPLOYEE'S ASSOCIATION
OF THE CITY OF BELMONT

CITY OF BELMONT

By *Mark A. Nolfi*
Mark A. Nolfi, MMCEA President

By *Jack R. Crist*
Jack R. Crist, City Manager
1.17.08

ATTEST:

Clerk of the City of Belmont

APPENDIX A

Effective July 1, 2007 the salary ranges for the classifications listed below shall be as follows:

Class Title	Equity Increase	A	B	C	D	E	F
Accountant I	3.50%	4979	5228	5489	5763	6051	6354
Accountant II	3.50%	5491	5766	6054	6357	6675	7009
Accountant III	3.50%	6355	6673	7007	7357	7725	8111
Accounting Technician III	6.00%	5099	5354	5622	5903	6198	6508
Administrative Assistant	3.50%	4085	4289	4503	4728	4964	5212
Assistant Civil Engineer	7.07%	5512	5788	6077	6381	6700	7035
Assistant Planner	3.50%	5199	5459	5732	6019	6320	6636
Deputy Finance Director	11.11%	7232	7594	7974	8373	8792	9232
Associate Civil Engineer	4.21%	6312	6628	6959	7307	7672	8056
Associate Planner	3.50%	5879	6173	6482	6806	7146	7503
Building Official	3.50%	7879	8273	8687	9121	9577	10056
Deputy City Clerk	5.20%	4439	4661	4894	5139	5396	5666
Assist. PW Director/City Engineer	3.50%	9331	9798	10288	10802	11342	11909
Executive Assistant to City Manager	3.50%	4904	5149	5406	5676	5960	6258
GIS COORD/Technology Specialist I	3.50%	5239	5501	5776	6065	6368	6686
Housing Specialist	3.50%	5879	6173	6482	6806	7146	7503
Human Resources Technician	3.50%	4294	4509	4734	4971	5220	5481
Information Systems Manager	25.53%	8026	8427	8848	9290	9755	10243
Management Analyst I	3.50%	5528	5804	6094	6399	6719	7055
Management Analyst II	3.50%	6081	6385	6704	7039	7391	7761
Parks Manager	4.16%	6404	6724	7060	7413	7784	8173
Parks Supervisor	3.50%	5921	6217	6528	6854	7197	7557
Police Captain	4.72%	9391	9861	10354	10872	11416	11987
Police Lieutenant	16.23%	8802	9242	9704	10189	10698	11233
Police Training Coordinator	6.00%	4394	4614	4845	5087	5341	5608
Principal Planner	3.50%	7879	8273	8687	9121	9577	10056
Public Works Svcs Manager	11.44%	7497	7872	8266	8679	9113	9569
Recreation Manager	4.27%	6411	6732	7069	7422	7793	8183
Recreation Program Coordinator	3.50%	4100	4305	4520	4746	4983	5232
Recreation Supervisor	4.54%	5339	5606	5886	6180	6489	6813
Senior Civil Engineer	6.20%	7600	7980	8379	8798	9238	9700
Senior Planner	6.23%	6630	6962	7310	7676	8060	8463
Technology Specialist II	3.50%	5516	5792	6082	6386	6705	7040

APPENDIX B

The City will continue to contribute to the Deferred Compensation Plan on behalf of the classifications listed below in the monthly amount specified.

CLASS TITLE	DEFERRED COMPENSATION CONTRIBUTION
Accountant I/II/III	\$125.00
Accounting Technician III	\$125.00
Administrative Assistant	\$125.00
Deputy City Clerk	\$125.00
Deputy Finance Director/Controller	\$135.00
Assistant Civil Engineer	\$125.00
Associate Civil Engineer	\$135.00
Associate Planner	\$135.00
Building Official	\$135.00
Asst. Public Works Director / City Engineer	\$135.00
Executive Assistant to the City Manager	\$125.00
GIS Coordinator/Technology Specialist I	\$125.00
Housing Specialist	\$135.00
Human Resources Technician	\$125.00
Information Systems Manager	\$135.00
Management Analyst I/II	\$125.00
Parks Manager	\$135.00
Parks Supervisor	\$135.00
Police Captain	\$135.00
Police Lieutenant	\$135.00
Police Training Coordinator	\$125.00
Principal Planner	\$135.00
Public Works Services Manager	\$135.00
Recreation Manager	\$135.00
Recreation Program Coordinator	\$125.00
Recreation Superintendent	\$135.00
Recreation Supervisor	\$125.00
Senior Civil Engineer	\$135.00
Senior Planner	\$135.00
Support Services Manager	\$135.00
Technology Specialist II	\$125.00

Side Letter of Agreement

During the recently concluded negotiations for a successor Memorandum of Understanding (MOU) between the City of Belmont and the Mid-Management and Confidential Employees Association (MMCEA), the following understandings were achieved:

During the term of this MOU, representatives of the City and two (2) representatives from the union will participate in a labor-management task force to implement a performance evaluation system, including the potential development of a city-wide performance bonus system.

If the foregoing is in conformance with your understanding, please indicate your approval and acceptance in the space provided below.

APPROVED & ACCEPTED:

MMCEA

By Mark A. Nolly

Date 1/15/08

CITY OF BELMONT

By Paul R. Smith

Date 1.17.08

Side Letter of Agreement

During the recently concluded negotiations for a successor Memorandum of Understanding (MOU) between the City of Belmont and the Mid-Management and Confidential Employees Association (MMCEA), the following understandings were achieved:

During the course of negotiations the City agreed to study the position of Police Training Coordinator. The City has retained an outside consultant, Regional Government Services to study the classification. Should the study find the position requires a reclassification and/or salary adjustment the City agrees to make the reclassification and/or salary adjustment retroactive to July 1, 2007.

If the foregoing is in conformance with your understanding, please indicate your approval and acceptance in the space provided below.

APPROVED & ACCEPTED:

MMCEA

By Mark A. Hoff

Date 1/15/08

CITY OF BELMONT

By Paul R. Curt

Date 1.17.08

