

MEMORANDUM OF UNDERSTANDING

Between

CITY OF LARKSPUR

and the

LARKSPUR MISCELLANEOUS

EMPLOYEES' ASSOCIATION

1/1/2020 – 12/31/2022

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This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et. seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and 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 shall be presented to the Larkspur City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing January 1, 2020 and ending December 31, 2022.

Section 1. Recognition

The City of Larkspur, hereinafter referred to as the "City," recognizes the Larkspur Miscellaneous Employees' Association, hereinafter referred to as the "Association," as the exclusive employee organization for the classifications listed in Appendix A.

The City will provide LMEA with two weeks advance notice (when possible) of any new employee's orientation and will give a LMEA representative up to 30 minutes as part of the orientation. LMEA's orientation time will be arranged between the LMEA representative and the Department Director head. Prior to an employee's start date LMEA will be given a new employee's name, work number, department, job classification, home address, cell phone and email address, rate of pay and start date.

Section 2. No Discrimination

There shall be no discrimination because of race, creed, color, national origin, gender, sexual orientation, disability, or religious or political opinion or affiliation, or legitimate employee organization activities against any employee or applicant for employment by the Association or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from performing the essential job duties of the position.

Section 3. Discipline

Employees shall only be disciplined for 'just' cause. In all cases, written notice of disciplinary action shall be served on the employee, with a copy of the notice to be placed in the employee's personnel file.

The written notice shall include the following information:

- a. The type of disciplinary action recommended.
- b. The effective date of proposed action.
- c. The reason or cause of the action and the rules, regulations, and/or policies violated.
- d. The employer shall furnish copies of all materials upon which the action is based.
- e. The employee has the right to respond orally, or in writing to the authority imposing the discipline to the City Manager or designee.

Section 4. Salaries

- 4.1 The hourly salary for employees in each classification shall be as shown in Appendix A.
- Effective the first pay period following ratification of this MOU all bargaining unit employees shall receive a one-time off salary schedule lump sum in an amount equal to 1% of their base salary.
 - Effective the first full pay period in July 2020, all bargaining unit employees shall receive a salary adjustment of two and one-half percent (2.5%).
 - Effective the first full pay period in July 2021, all bargaining unit employees shall receive a salary adjustment of two and one-half percent (2.5%).
 - Effective the first full pay period in July 2022, all bargaining unit employees shall receive a salary adjustment of two and one-half percent (2.5%).
- 4.2 The City and the Association have established an Employee Recognition Award Program to recognize exceptional employee performance. The program will operate as outlined in the Employee Recognition Award Program document dated September 2014.

Section 5. Group Insurance

5.1 Medical Benefits - Cafeteria Plan

CalPERS Medical Insurance: The City will continue to provide health insurance through the CalPERS Health Benefit Program, and to make premium contributions as described below. As soon after January 1, 2012, as is administratively feasible, the City shall establish a Cafeteria Plan (“Plan”) to provide for health premium contributions and other optional benefits. The City shall offer at least two (2) optional insurance plans for employee participation. Optional insurance may include vision, disability or other specialized insurance products. These optional elements shall be offered to employees within the cafeteria plan on a pre-tax basis.

5.2 Medical Premium Contributions

City's medical contributions to the plan shall be as indicated below. In no event shall the City's contribution to the plan exceed the premium for the plan actually selected by the employee. The employee shall pay the difference, if any, between the City's contribution amount and the actual premium of the health plan selected by the employee. All employee contributions to the plan shall be made by payroll deduction. The City's contribution described below includes the minimum employer contribution amount legally mandated under the Public Employees' Medical and Hospital Care Act (PEMHCA).

For employees hired prior to January 1, 2012, the amount of the City's contribution shall be up to an amount equal to the monthly premium for the Kaiser HMO full family coverage. For employees hired subsequent to January 1, 2012, the City contribution shall be in accordance with the following:

PERSONS ENROLLED IN MEDICAL INSURANCE	CITY CONTRIBUTION
Employee Only	Up to 80% of the Employee Only premium rate for the Kaiser HMO plan.
Employee & One Dependent	Up to 80% of the Employee & One premium rate for the Kaiser HMO plan.
Employee & Two or More Dependents	Up to 80% of the Employee & 2+ premium rate for the Kaiser HMO plan.

- 53 Opt-Out of City Medical Coverage
Employees may opt-out of medical coverage if they can provide evidence they have coverage elsewhere. Each month the employee will be paid the value of 50% of the employee only premium for the Kaiser HMO Plan. The employee may choose to have monthly opt-out payment placed into their Deferred Compensation account or applied within the City's Internal Revenue Code Section 125 cafeteria plan on options permitted for use of cash-in-lieu payments under IRC 125. The City shall maintain a list of options available to employees. Part-time employees who take the opt-out payment will have it pro-rated.
- 54 Dental Coverage
The City will provide a fundamental dental plan and pay the full cost for each level of dental insurance (single and family) for such plan. Beginning in July 2005, the City made available a supplemental dental fund. This fund shall make available up to \$500 per year, for dental expenses incurred by a full-time employee, once the employee has reached the annual maximum provided for in the fundamental dental plan. This supplemental plan is available only for expenses incurred by the employees, not his/her dependents. These dental benefits will be made available on a prorated basis for those benefited positions working less than full time.
- 55 Life Insurance
The Group Life Insurance for employees covered by this MOU shall be Twenty-five Thousand Dollars (\$25,000), the cost of which is to be borne by the City.
- 56 Meet and Confer
The City may evaluate the hospital/medical care and dental plans currently available to employees to determine if similar or better coverage may be available at lower cost to the City. The City may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is equal to or superior to the present coverage and provided that the City meets with the Association to discuss any new plan before it is implemented.
- 57 Long Term Disability
Employees are covered by a Long-Term Disability Benefit, the cost of which is to be borne by the City.
- 58 Vision Benefit
The City agrees to provide a \$250 annual (fiscal year) vision benefit, for employees only, for the purpose of reimbursing actual costs for vision exams, prescription eyeglasses, and contact lenses. The costs must be incurred in the fiscal year during which the claim is submitted. If an employee filed no vision benefit claims in the prior fiscal year, the City agrees to provide up to \$500 for the purpose of reimbursing actual costs for vision exams, prescription eyeglasses, and contact lenses.
- 59 Pro-Rata Benefits Calculation, Applicable to All Tiers of Benefit Cost Sharing
All bargaining unit employees of the City have a regularly assigned work schedule with a base number of hours of work each week. The normal schedule for employees may consist of forty, thirty-seven-and-one-half, or thirty-five hours each week. Pro-rated benefit calculations are based upon a forty hour work week. With the exception of Long Term Disability Insurance, Life Insurance, and the Employee Wellness Benefit (Section 23), all of the benefits described in Sections 5 and in Section 7.2 (Deferred Compensation), City contributions to benefits are

pro-rated for employees working fewer than forty hours per week as shown below. City’s share of contribution is tiered as described in this MOU. In no case shall the City, regardless of percentage calculated, pay more than 100% of the benefit for the employee’s appropriate tier.

- A. For employees hired before City Council adoption of the 1/1/15 – 12/31/17 MOU, pro-rated benefits are provided as follows:

BASE HOURS ASSIGNED WEEKLY	PERCENT OF CITY- PROVIDED BENEFIT
35-40	100%
34.5	95%
32.5-34	90%
31-32	85%
29-30.5	80%
27-28.5	75%
25-26.5	70%
23.5-24.5	65%
21.5-23	60%
20-21	55%

NOTE: For the term of this agreement, for employees hired before City Council adoption of this MOU in the job classes of Library Assistant I, Library Technical Assistant, Circulation Supervisor, Librarian, Senior Librarian, and Lead Teacher, a divisor of 35 relative to actual hours regularly assigned and worked shall be used to calculate pro-rated benefits. In addition, this provision shall apply to employee(s) in the class of Senior Lead Teacher who during the month of July 2014 were in pay status for exactly 70 hours per pay period.

- B. All bargaining unit employees hired after City Council adoption of the 1/1/15 – 12/31/17 MOU shall be subject to the following pro-rated schedule of contributions.

BASE HOURS ASSIGNED WEEKLY	PERCENT OF CITY- PROVIDED BENEFIT
35-40	100%
34.5	95%
32.5-34	90%
31-32	85%
29-30.5	80%
27-28.5	75%
25-26.5	70%
23.5-24.5	65%
21.5-23	60%
20.5-21	55%
20	50%

- C. Changes in base hours: Notifications of planned structural changes in base hours will be made to incumbent employees in writing, and will include associated changes in benefit pro-rating. Minor occasional variations from the regular assigned number of weekly hours do not constitute a change in base hours.

- D. Rounding of between-band hours: Hours may be assigned in quarter hour increments (i.e., .25 or .75) which fall between the bands shown. Such quarter hour increments will be converted to a percentage of full-time employment based upon 37.5 hours each week, and this figure will be rounded to nearest whole % and assigned to the most- closely associated band.

Section 6. Uniforms and Safety Shoes

Employees in the classifications of Maintenance Worker I and II, Associate Engineer and Assistant Engineer, Public Works Inspector, and Public Works Technician shall be eligible to receive an annual allowance in the amount of Three Hundred and Fifty Dollars (\$350.00) as reimbursement for work clothes and safety boots which are required on the job. This payment shall be made at the beginning of each fiscal year, and will be paid on a prorated basis to employees who are hired during the year.

Section 7. Retirement Program

7.1 PERS Retirement Plan

- (1) Employees hired prior to January 1, 2012
The City agrees to provide employees with PERS "2.5% at 55" formula retirement plan and the following benefits:
- One year final compensation;
 - 1959 Survivors Benefit;
 - All unused sick leave credit; and
 - Post Retirement Death Benefit with Post Retirement Survivor Allowance.

Effective December 31, 2012, all unit employees shall pay for 100% of the member contribution.

- (2) Employees hired after January 1, 2012
The City agrees to provide employees with PERS "2% at 55" formula retirement plan and the following benefits:
- Highest 36 – months final compensation;
 - 1959 Survivors Benefit;
 - All unused sick leave credit; and
 - Post Retirement Death Benefit with Post Retirement Survivor Allowance.

Effective December 31, 2012, all unit employees shall pay for 100% of the member contribution.

- (3) Employees hired on or after January 1, 2013, who are "new members" of the retirement system as defined by CA Government Code Section 7522.04(f) shall be provided the following retirement plan:
- "2% at 62" benefit formula;
 - Highest 36 – months final compensation;
 - 1959 Survivors Benefit – 4th level; and
 - All unused sick leave credit;
 - Post Retirement Death Benefit with PRSA (Post Retirement Survivor Allowance)

All unit employees shall pay for 100% of the required member contribution. The member contribution rate is based on an annual actuarial valuation and is subject to adjustment by CalPERS.

- (4) For more specific information regarding PERS retirement benefits, refer to the Annual Employer Statement provided to the City by PERS. A copy is available for review in the Finance Department.
- (5) The City will continue to make available to miscellaneous employees, an IRS Section 414H plan.
- (6) In accordance with PEPRA and Government Code section 20516 the parties shall engage in sharing the 'normal cost' of retirement benefits as described below:
- (7) Effective the first full pay period in July 2018 all bargaining unit employees who are Miscellaneous tier 1 'classic' CalPERS members shall contribute an additional one percent (1%) for CalPERS retirement with a total employee contribution of nine percent (9 %).
- (8) Effective the first full period in July 2019 all bargaining unit employees who are Miscellaneous tier 1 'classic' CalPERS members shall contribute an additional one percent (1%) for CalPERS retirement with a total employee contribution of ten percent (10%).
- (9) Effective the first full pay period in July 2018 all bargaining unit employees who are Miscellaneous tier 2 'classic' CalPERS members shall contribute an additional one percent (1%) for CalPERS retirement with a total employee contribution of eight percent (8 %).
- (10) Effective the first full period in July 2019 all bargaining unit employees who are Miscellaneous tier 2 'classic' CalPERS members shall contribute an additional one percent (1%) for CalPERS retirement with a total employee contribution of nine percent (9%).

7.2 Deferred Compensation

- a. The City will contribute \$60.00 per month for full-time employees in paid status to a deferred compensation account. Pro-rated amounts will be provided as shown in Section 5.9. This initial City contribution will be counted as "employee" contribution for the purposes of the "matching program" in Section 5.9; This initial City contribution will be counted as an "employee" contribution for the purposes of the matching program in Section 7.2 (b)
- b. The City will also match an employee's contribution of one percent (1%) of an employee's base salary.

Section 8. Holidays

- (1) The City will provide the following fixed paid holidays each year:

New Year's Day
 Martin Luther King, Jr.'s Birthday
 Presidents' Day
 Memorial Day Independence Day
 Labor Day
 Veterans Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Day

- (2) Holiday pay shall be computed based on the number of hours in the employee's regularly assigned daily work shift up to a maximum of eight (8) hours. Employees participating in an alternate 9/80 work schedule shall have holiday pay computed based on eight (8) hours, and shall use one (1) hour of appropriate accrued leave balances to fulfill the requirement of recording nine (9) hours for each day of holiday leave, when that holiday falls on a scheduled nine (9) hour work day (i.e., time recorded will be 8 hours holiday plus one (1) hour of appropriate accrued leave balance).
- (3) Any of the fixed holidays falling on Saturday shall be observed on the preceding Friday, and any of the fixed holidays falling on Sunday shall be observed the following Monday. An employee participating in an alternate work schedule who has a regularly scheduled day off (RDO) in addition to Saturday and Sunday shall observe any fixed holidays which fall on such an RDO on either the immediately preceding or immediately following regularly scheduled work day, as agreed with his/her supervisor.
- (4) Those employees who are required to work on the July 4th holiday, Christmas Day, or Thanksgiving Day, and who work at least four (4) hours on that day will receive of pay for the full amount of the employee's scheduled workday (either for hours worked or as a combination of hours worked and holiday pay) and will also receive an additional day off with holiday pay on a day established by mutual agreement between the employee and his/her Department Head.

Section 9. Personal Leave

Four (4) paid personal leave days will be provided each fiscal year which shall be taken at a time agreeable to the Department Head. Personal leave days are not accruable and must be used or forfeited within each fiscal year.

After fifteen (15) years of consecutive employment by the City of Larkspur, employees shall be eligible for one (1) additional personal leave day for a total of five (5) personal leave days to be used as described above.

Section 10. Sick Leave Accumulation

a. Eligibility

Sick leave with pay shall be granted to each eligible employee. Sick leave may not be used at an employee's discretion, but shall be allowed only in case of necessity and actual sickness or disability. To use sick leave, the employee is required to notify employee's immediate supervisor or Department Head according to city or department rules and regulations or as soon as the employee is aware of the need for the absence and no later than at the beginning of his/her daily duties. The City may request verification from a medical provider from any employee who is absent for four (4) consecutive days.

b. Accumulation

Full time, regular employees, including probationary employees, shall accrue sick leave at the rate of eight (8) hours per month for employees regularly assigned a 40-hour work week, at the rate of seven and one half (7.5) hours per month for employees regularly assigned to a 37.5-hour work week and at the rate of seven (7) hours per month for employees regularly assigned a 35-hour work week. Sick leave accruals are prorated for employees regularly assigned to less than a 40-hour work week.

c. Use

Employees may use accumulated sick leave for any reason allowed under state and federal law including illness, injury, pregnancy, diagnosis, care, treatment, and medical or dental appointments. Unless otherwise stipulated in this MOU, sick leave is exclusively to be used in place of hours for which the employee is regularly scheduled to work. With appropriate certification, sick leave may be used for issues related to domestic violence, sexual assault, or stalking. Sick leave may also be used to care for a parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent as provided for in AB1825. Unused sick leave may be accumulated without limit.

Section 11. Standby Pay

Standby assignments will be for seven (7) consecutive days and rotated among the affected employees. The rotation does not include the Superintendent. An employee assigned to be on standby outside of his/her regularly scheduled work hours shall be paid as follows:

Primary Standby

- Two (2) hours regular straight time pay for each full weekday on standby.
- Five (5) hours regular straight time pay for each full weekend day on standby.
- Six (6) hours regular straight time pay for each full holiday on standby

An employee will not be eligible for stand by pay on any day the employee takes sick leave, vacation or personal leave. Use of sick leave for a medical appointment or family sick leave will not result in the loss of standby pay as long as the employee is able to provide standby coverage. If an employee is called back from standby and is unable to report, the employee will not receive standby pay.

Section 12. Public Works Callback

When employees are called back and required to report to the City, they will be provided with a minimum payment of three (3) hours of pay. In addition, they may request reimbursement for the mileage traveled from home to and from the City at the current I.R.S. rate.

Maintenance Workers are scheduled on standby to respond, as necessary, after hours, on weekends/holidays or in case of emergencies. Such response may include the assignment to perform field/park maintenance work at Piper Park on weekends. When performing these “normal” weekend duties at Piper Park (trash, field/park status check, etc.), the expectation is that no more than two (2) hours work will be needed. When it is necessary for a Maintenance Worker to also prepare a baseball field, the expectation is that this work should take no more than a total of three (3) hours. In the event two (2) fields are needed to be prepared in addition to other duties, then the expectation is that this work should take no more than a total of four (4) hours.

Section 13. Night Differential

A ten percent (10%) premium will be paid for night shift work. A night shift is a shift in which five (5) or more hours of straight-time work is performed between the hours of 5:00 P.M. and 6:00 A.M.

Section 14. Overtime

Holiday leave will be counted as time worked for the purposes of determining when an

employee is eligible for overtime. Vacation leave will be counted as time worked for purposes of determining when an employee is eligible for overtime if the vacation leave was pre-scheduled and approved a minimum of two weeks before the pay period the vacation is taken and the overtime work is performed.

Overtime in excess of 40 hours per week will be paid at the rate of one and one-half (1 ½) times the employee's straight time regular rate of pay; or, at the mutual consent of the employee and the City, the employee may earn compensatory time on an overtime basis. Adopt the attached resolution authorizing execution of the MOU. The employee may request in writing compensatory time off pursuant to this Section which can be taken at a time agreeable to the Department Head, and subject to the needs of the Department. It is understood that this section is subject to the provisions on the Fair Labor Standards Act.

Once each fiscal year, and upon written request provided to the Finance Department by May 31, an employee can have banked compensatory time converted to wages to be issued in the final paycheck of the fiscal year, i.e. before June 30. Once each fiscal year, the City may also elect to convert accrued compensatory time to wages paid during the month of June; if the City exercises this option, notice will be provided to employees in writing by May 31.

Section 15. Overtime for Emergency Child Care

In case of an emergency evacuation from the Child Care Center, a staff member will relocate the children to the Corte Madera Emergency shelter on Tamalpais Drive and will remain with them until relieved by a person so authorized or until the last child is picked up from the shelter.

Overtime for time worked in excess of an employee's regular number of weekly hours will be paid at the rate of one and one-half (1-1/2) times the employee's straight-time regular rate of pay, or, at the option of the City, compensatory time off on a straight-time basis for excess hours worked until the excess hours exceed forty (40) in the week; compensatory time for hours in excess of forty in a week will be accrued at one and one-half (1-1/2) times the employee's straight-time regular rate of pay. Employees may request compensatory time off pursuant to this Section. Such requests should be in writing and may be taken at a time agreeable to the Department Head, subject to the needs of the Department. It is understood that this Section is subject to the provisions of the Fair Labor Standards Act.

Section 16. Vacation

Regular employees, including probationary employees, shall accrue vacation leave. Vacation leave is earned at a rate of ten (10) working days per year for the first five (5) years of service; fifteen (15) working days per year from six (6) through ten (10) years of service; twenty (20) working days per year for eleven (11) or more years of service and; twenty-five (25) working days per year for twenty (20) or more years of service. "Working days" are defined relative to an employee's regularly assigned hours of work; in other words, vacation leave accruals are prorated for employees regularly assigned to less than a 40 hour work week.

Employees may accumulate no more than thirty (30) working days of vacation. (For employees assigned a schedule less than forty (40) hours per week, the actual maximum amount of hours will be calculated based upon the employee's regular work schedule.) At the end of each fiscal year, an employee with unused vacation at or exceeding his/her maximum accrual shall cease accruing vacation leave until the vacation leave balance falls below the maximum accrual threshold. In order to address special circumstances, an employee may

submit in writing a request to accumulate vacation in excess of the maximum set forth above. Such excess accumulation may be approved, at the sole discretion of the City Manager, on a case by case basis.

Section 17. Lunch Break

The one-half (1/2) hour unpaid meal break for employees working in the Public Works Department shall continue for the term of this Agreement.

Section 18. Emergency Leave

- (1) Upon request of the employee, up to six (6) days of paid sick leave per year may be used for illness of the employee's spouse, children, parents, brother, sister or persons of a familial relationship residing in the household. Additional unpaid family medical leave may be available as provided by law.
- (2) In the event of a death in an employee's immediate family, three (3) days of bereavement leave may be granted. For purposes of this Section, the immediate family shall consist of spouse, children, mother, father, brother, sister, aunt, uncle and grandparent of the employee or his/her spouse, or persons of a familial relationship residing in the household. Up to five (5) days of bereavement leave may be granted if the funeral is held outside of the State of California.
- (3) Bereavement leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

Section 19. Jury Duty

If called for jury duty in a Superior or Federal Court, an employee will remain in his/her regular pay status while serving as a juror or while awaiting jury selection and return to the City all fees received (other than mileage allowances). The employee shall furnish his/her department upon completion of jury duty a certificate which shall indicate the days attended and fees received.

Section 20. Military Leave

The City grants military leave and any related benefits maintenance, job seniority and retention rights to all employees for service in a uniformed service in accordance with state and federal law. The employee must notify his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation.

Section 21. Sick Leave on Vacation

If an employee becomes ill or injured while on vacation, he/she is entitled to take sick leave in lieu of vacation. Use of sick leave, while on vacation, will be approved for the same reasons that would have justified sick leave had the employee been at work, including notification to immediate supervisor or the City office on date of illness or injury and verification by a doctor's certificate.

Section 22. Meal Allowance

If an employee in the Public Works Department is required to work more than four (4) hours of overtime in one shift, he/she will be reimbursed for a meal taken during that time, unless the meal is provided by the City, in an amount not to exceed Twelve Dollars (\$12.00).

Section 23. Employee Wellness Benefit

The City desires to promote the health and well-being of Unit members by encouraging physical fitness. Improved health and fitness is understood by both parties to improve members' current sense of wellness and to reduce future medical issues and costs.

The City shall reimburse Unit members up to a maximum of three-hundred dollars (\$300) per fiscal year for qualifying expenses in one or more of the following categories:

- (1) Health/fitness club memberships and programs.
- (2) Classes and programs related to fitness for which comparable services are not provided by another employee benefit.
- (3) Fitness equipment. Generally, fitness equipment is defined to include any machine, apparatus, or item that would be available for use by the member at a health/fitness club or through an organized fitness group, course, or program. Fitness equipment is defined to include specialty shoes (for activities such as running, bicycling or hiking) that are specifically designed and promoted by the manufacturer as serving a limited, athletic, and not general, purpose; no other apparel shall be eligible for this benefit.
- (4) Massage, chiropractic treatment, or acupuncture. Employee shall provide the City with documentation showing that a physician has recommended massage, chiropractic, or acupuncture as a treatment related to improving members' current sense of wellness and to reduce future medical issues and costs relative to employee wellness. If the employee's insurer will not cover massage, chiropractic, or acupuncture, the employee shall pursue in writing any and all administrative processes to gain coverage through the insurer. In the event the insurer will not cover massage, chiropractic, or acupuncture, the City Manager may grant approval to use the existing Wellness Benefit of \$300.00 to apply toward massage, chiropractic, and/or acupuncture.

The form and information required to claim reimbursement for this benefit, and the final determination of whether an expense qualifies for this benefit, are left to the discretion of the City Manager.

Section 24. Leave at Childbirth / Adoption

241 Maternity Leave

An employee, who becomes disabled due to pregnancy and/or normal recovery from childbirth, shall be granted leave for the period of disability up to a maximum of sixteen weeks. During such leave, the employee must use her accumulated sick leave time. A doctor's certificate will be required for such leave. Time away from work will be granted in accordance with the provisions of the Family Medical Leave Act and/or California Pregnancy Disability Leave Act. An employee may request the use of other accrued leaves, such as vacation or comp. time in conjunction with such sick leave use, as herein provided. When other leave balances are exhausted, additional time away may be requested as leave of absence without pay.

242 Paternity Leave

A maximum of three (3) days leave with pay shall be granted to employees for the purpose of preparation for and care of the employee's new born or newly adopted child. This paternity leave shall be charged against the employee's accumulated sick leave. Such leave should be

scheduled in advance when possible. Additional time off work will be granted in accordance with the Family Medical Leave Act and/or the California Family Rights Act, as applicable.

Section 25. Family and Medical Leave Act

The parties acknowledge the applicability of the federal Family and Medical Leave Act, and of the California Family Rights Act, and intend to comply with the provisions of these Acts.

Section 26. Miscellaneous

26.1 Section 125 Plan

The City will make available to all employees, an IRS Section 125 Plan.

26.2 Notary Public License

The City will pay for the annual cost of maintaining a notary public license for one (1) employee in City Hall designated by the City Manager.

Section 27. Grievance Procedure

A grievance procedure is designed to resolve any dispute regarding an alleged violation or misapplication of a provision of an MOU, department policies and procedures, Personnel Rules, or other policies affecting working conditions when such policies are established by the City and when such policies contain no other review, appeal or resolution process within the policy. A grievant may be an employee association or any regular employee(s) adversely affected by the alleged violation or misapplication. The grievance procedure does not apply to disciplinary appeals.

27.1 Time Limits - Any grievance not timely filed or appealed within specified time limits, shall be null and void, and the grievant shall forfeit any further right of complaint or appeal. Time limits may be waived or extended by mutual written agreement of the parties. If the City does not meet the time limits, the grievance shall be advanced to the next step. A workday is any day the City offices are regularly open for business.

27.2 Representation - A grievant may be represented by an employee representative of his/her own choice at any step in the presentation of his/her grievance.

27.3 No Retaliation - Any retaliation taken against any employee for good faith use of or participation in this procedure is strictly prohibited.

27.4 Procedure- The following procedure shall be followed in presenting and resolving a grievance:

- a) Informal Discussion: Within seven (7) workdays of the occurrence (or within 7 days of when the employee should have reasonably known of the occurrence) giving rise to the grievance, the grievant shall discuss the grievance with his/her immediate supervisor. Every effort shall be made to find an acceptable solution by informal means.
- b) Written Presentation: If, after discussing the grievance with the supervisor, the grievant does not believe the matter to have been resolved, the grievant may make a written presentation of his/her grievance to the Department Head, provided such written grievance is filed within ten (10) workdays of the meeting with his/her supervisor. If the grievant's

- immediate supervisor is the Department Head, the written grievance shall be submitted directly to the City Manager. The written grievance shall set forth a clear statement of the name of the grievant and his/her immediate supervisor; the nature of the grievance including the date of occurrence; the specific provision, policy or procedure alleged to have been violated; the decision rendered as a result of the informal discussion and the date on which it was rendered; and the specific remedy sought. The name of an employee representative of the grievant, if designated, shall also be provided.
- c) Department Head Response: A written decision within ten (10) workdays of receipt of the written grievance shall be communicated to the employee by the Department Head. If the response is not made within the time limits, or if the employee is still dissatisfied with the resolution, the employee may appeal in writing to the City Manager within ten (10) workdays from the receipt of the Department Head's response.
 - d) City Manager Response: The City Manager or his/her designee shall respond to the grievance within ten (10) workdays from the receipt of the appeal. If the employee is still dissatisfied, the employee may within five (5) workdays, request the City Manager to set up a mediation session.
 - e) Mediation: A third-party neutral shall mediate the dispute according to the normal rules governing mediation and shall provide the City Manager and grievant with an advisory written recommendation. The City Manager or designee shall communicate his/her decision in writing within ten (10) workdays of receiving the mediator's recommendation. City Manager's action shall be final and binding and there shall be no further review. Any costs associated with such mediation services shall be borne equally by the parties.

Section 28. Educational Reimbursement

For the duration of this MOU, the City will provide up to \$5000 per fiscal year for use by members of the unit as a whole, for job-related continuing education and professional memberships. Any unused portion of this amount may be carried over for one additional year; therefore, the total available may be as much as \$10,000 in a given fiscal year. Approval for use of such funds and reimbursement will be made on a case by case basis, as approved by the City Manager.

In addition to continuing education and professional memberships, the funds may be used for college related tuition, books, and/or materials fees if the class work is also job-related. Two distributions (of up to \$1,500 each) for college related tuition, books, and/or materials fees may be awarded each fiscal year, with the first distribution awarded after the close of the first submittal period between July 1st and September 30th of the fiscal year. If more than one employee seeks reimbursement for college related tuition during the first distribution, the most senior employee will be awarded the grant. Seniority in this instance is defined by date of hire with the City. The second distribution may be awarded after the close of the second submittal period between April 1st and June 30th of the fiscal year only if \$5,000 or more in Educational Reimbursement funds are still available as of June 30th.

If more than one employee seeks reimbursement for college related expenses for the second distribution, the recipient of the first reimbursement will not be eligible and the most senior employee of the remaining applicants will be awarded the grant. If no employee is awarded a

grant during the first distribution, an employee may be awarded up to \$3,000 for the second distribution. An employee will be limited to a total of \$3,000 in educational grants during any one fiscal year.

Section 29. Acting Pay

When assigned in writing by a Dept. Head to perform work in a higher classification for more than five (5) consecutive days, an employee will be compensated for such assignment with an additional 5.0% pay.

Section 30. Public Works On-Call

On call assignments will be for seven (7) consecutive days and rotated among the affected employees. The rotation does not include the Superintendent. When employees on call are required to report to the City they will be provided with a minimum payment of three (3) hours of pay. In addition, they may request reimbursement for the mileage traveled from home to and from the City at the current I.R.S. rate.

The Public Works Department continues to have a Maintenance Worker in an “on-call” status to respond after hours, on weekends/holidays or in case of emergencies. Such response may include the assignment to perform field/park maintenance work at Piper Park on weekends. When performing these “normal” weekend duties at Piper Park (trash, field/park status check, etc.), the expectation is that no more than two (2) hours work will be needed. When it is necessary for a Maintenance Worker to also prepare a baseball field, the expectation is that this work should take no more than a total of three (3) hours. In the event two (2) fields are needed to be prepared in addition to other duties, then the expectation is that this work should take no more than a total of four (4) hours.

Section 31. Required Attendance at Evening Meetings

An employee who, as part of their work assignment, is assigned to attend an evening meeting (i.e. City Council, Planning Commission, or Heritage Foundation) will be compensated for the time they spend at such meeting. If such time spent at an evening meeting does not exceed 8 hours in the day or 40 hours in the week, the employee will be paid for time spent at such meeting at his/her straight time hourly rate of pay for any time worked which is less than 8 hours in a day or 40 hours in the week. When such time spent exceeds 8 hours in the day or 40 hours in the week, the employee shall be compensated with a time and one half premium pay or time and one half compensatory time off, by mutual agreement of the employee and his/her supervisor. There shall be a one (1) hour minimum for such premium compensation.

Section 32. Retiree Medical Contribution

- (l) Retiree medical benefits will be provided through the PERS medical plan after retirement to eligible employees who retire from the City of Larkspur as provided below. For the purpose of receiving this benefit, a “year of service” will be earned for every year an employee is assigned and regularly works an average of 30 or more hours per week. For employees who are assigned and regularly work LESS than 30 hours per week, “years of service” will be those calculated by CalPERS for the purposes of receiving a pension.
 - a) For an employee hired before 7/1/07 who retires from the City of Larkspur (City), is collecting a PERS retirement benefit, and:
 - i) has completed 10 or more years of service with the City, and the City will pay for the

equivalent cost of Kaiser medical coverage for the employee.

- ii) has completed 15 or more years of service with City, the City will pay for the equivalent cost of Kaiser medical coverage for the employee and his/her spouse. To be eligible, the spouse must have been enrolled and receiving coverage through the City for at least 1 year before the employee retires from the City. If other retiree medical coverage is available to the spouse, that plan will provide coverage.
 - b) For an employee hired after 7/1/07 who retires from the City, has completed 10 years of service with the City, and is collecting a PERS retirement benefit, the City will pay for the equivalent cost of Kaiser medical coverage for the employee only.
- (2) For employees hired after December 31, 2014, the City shall contribute for all retirees enrolled in a CalPERS PEMHCA health plan, the minimum employers' contribution legally mandated under PEMHCA. In addition, the city shall contribute the following amounts to the Employee's Retiree Health Savings Account (RHSA). An employee will vest in the RHSA upon the completion of their probationary period with the City.

Years of Service	City Contribution
After Completion of Probation	3.0% of base salary

In January 2016, the parties will meet to discuss additional options for the employees to increase their RHS plan benefits.

- (3) Employees who otherwise retire from the City of Larkspur but do not qualify for City paid medical in retirement, as well as dependents of retirees, are allowed access, through the City, into the PERS medical plan after retirement in accordance with the rules established by PERS. Such premiums will be paid for at the retiree's expense.
- (4) PEMHCA Compliance
For all retirees enrolled in a CalPERS PEMHCA health plan, the City's contribution described above includes the minimum employer contribution amount legally mandated under PEMHCA. Any benefit beyond the annually adjusted minimum employer contribution shall be delivered as a medical premium reimbursement via an IRS Section 115 compliant vehicle. In no event shall the combined minimum employer contribution and the IRS Section 115 reimbursement combined exceed the actual premium associated with the medical plan selected by the eligible retiree.

Section 33. Use of City Vehicles

Use of City vehicles outside of regular work hours is not allowed without the prior permission from the City. Public Works employees, while assigned on call duty will be allowed to take home a City vehicle for the weekend during the months of December, January, February and March in order to respond to emergencies. The Superintendent may allow employees on call to use a City vehicle at times other than provided above if he/she deems it necessary. In any and all circumstances, City vehicles are not to be used for personal purposes.

Section 34. Commuter Plan

A plan has been set up which allows employees to use pre-tax dollars for specific commute related expenses. Employees who choose to participate in the plan (IRC Section 132(f)) must complete the applicable paperwork and authorize the City to make applicable payroll deductions. For the term of this agreement the City shall provide a twenty dollar (\$20.00) monthly contribution to the IRC section 132 (f) plan for the employees who choose to

participate in the plan. Participating employees must complete the applicable paperwork, and authorize the City to make applicable payroll deductions.

Section 35. Reinstatement from Layoff

A former employee who was laid off shall be reinstated without competitive examination within twelve (12) months of the date of separation to the position from which the employee was separated, or to any position to which the employee meets the minimum qualifications and which is in a pay range of equal or lesser amount of the maximum base pay.

Section 36. Breaks and Lunch

To the extent operationally feasible, employees will be allowed and encouraged to take up to a fifteen (15) minute break within a four (4) hour work period.

Section 37. QSP/QSD Premium Pay

An additional pay of ten percent (10%) of his/her regular base pay shall be provided to an employees in the classification of Public Works Technician, who both obtains and maintains a Qualified SWPPP Developer (QSD) and/or Qualified SWPP Practitioner (QSP) credential as stipulated by the State Water Resources Control Board; and who is regularly assigned by the Director of Public Works to exercise independent authority to create, revise, oversee and implement SWPP plans in compliance with General Construction Permit for Discharges Associated with Construction Sites. The Director of Public Works shall indicate the start and end dates of such regular assignment to this role by means of a PAF form to be placed in the employee's personnel file. Only one employee at a time shall be regularly assigned to this role, and this assignment shall be made, ended, or not filled on a regular basis at the sole discretion of the Director of Public Works.

Section 38. Library Review

The parties agree to conduct a Compensation and Classification study within three (3) months of the start date of a new Library Director. The parties will meet and confer to consider the results of the survey as it relates to the compensation package and scheduled hours of work for Library staff.

Section 39. Full Understanding, Modification and Waiver

This Memorandum of Understanding sets forth a full and entire understanding of the parties regarding the matters set forth herein, and any or all prior or existing memoranda of understanding, understandings, and agreements regarding the matters set forth herein, whether formal or informal are hereby superseded and terminated in their entirety.

It is the intent of the parties that agreements enacted pursuant to this Memorandum of Understanding be administered and observed in good faith.

Nothing in this Memorandum of Understanding shall preclude the parties from mutually agreeing to meet and confer during the term of this Memorandum of Understanding on any subject within the scope of representation which is not already covered by this Memorandum of Understanding. Either party may utilize the procedures set forth in Sections 13 through 16 of the City's Employer-Employee Relations resolution to initiate this process.

Section 40. Duration: Three Year Term

This Memorandum of Understanding shall be effective from January 1, 2020, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as herein above set forth, and shall remain in full force and effect to and including December 31, 2022, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of December, 2022 or to the first day of December 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.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 10th day of February, 2020.

LARKSPUR MISCELLANEOUS
EMPLOYEES ASSOCIATION

CITY OF LARKSPUR

By /s/Drew Bendickson, President

By /s/Dan Schwarz, City Manager

APPENDIX A

HOURLY PAY RANGES EFFECTIVE 1st PP JULY 2020 - JUNE 2021						
Classification	A2	A	B	C	D	E
Accounting Specialist	\$35.74	\$37.53	\$39.41	\$41.38	\$43.44	\$45.62
Approx. earnings/mo. based on a 40 hr work week.	\$6,195.24	\$6,505.00	\$6,830.25	\$7,171.76	\$7,530.35	\$7,906.87
Administrative Analyst I	\$35.74	\$37.53	\$39.41	\$41.38	\$43.44	\$45.62
Approx. earnings/mo. based on a 40 hr work week.	\$6,195.24	\$6,505.00	\$6,830.25	\$7,171.76	\$7,530.35	\$7,906.87
Administrative Analyst II	\$40.03	\$42.03	\$44.13	\$46.34	\$48.65	\$51.09
Approx. earnings/mo. based on a 40 hr work week.	\$6,937.98	\$7,284.88	\$7,649.12	\$8,031.58	\$8,433.16	\$8,854.82
Administrative Assistant I	\$30.68	\$32.21	\$33.82	\$35.51	\$37.29	\$39.15
Approx. earnings/mo. based on a 40 hr work week.	\$5,317.56	\$5,583.44	\$5,862.61	\$6,155.74	\$6,463.53	\$6,786.71
Administrative Assistant II	\$33.14	\$34.80	\$36.53	\$38.36	\$40.28	\$42.29
Approx. earnings/mo. based on a 40 hr work week.	\$5,743.96	\$6,031.16	\$6,332.72	\$6,649.36	\$6,981.82	\$7,330.91
Assistant Planner	\$37.76	\$39.65	\$41.63	\$43.71	\$45.90	\$48.19
Approx. earnings/mo. based on a 40 hr work week.	\$6,545.24	\$6,872.50	\$7,216.13	\$7,576.93	\$7,955.78	\$8,353.57
Associate Planner	\$40.67	\$42.71	\$44.84	\$47.08	\$49.44	\$51.91
Approx. earnings/mo. based on a 40 hr work week.	\$7,049.81	\$7,402.30	\$7,772.42	\$8,161.04	\$8,569.09	\$8,997.55
Circulation Supervisor	\$28.65	\$30.08	\$31.59	\$33.16	\$34.82	\$36.56
Approx. earnings/mo. based on a 35 hr work week.	\$4,345.06	\$4,562.31	\$4,790.43	\$5,029.95	\$5,281.45	\$5,545.52
Junior Engineer	\$38.23	\$40.14	\$42.15	\$44.26	\$46.47	\$48.80
Approx. earnings/mo. based on a 40 hr work week.	\$6,626.97	\$6,958.32	\$7,306.23	\$7,671.54	\$8,055.12	\$8,457.88
Librarian I	\$33.24	\$34.90	\$36.65	\$38.48	\$40.40	\$42.42
Approx. earnings/mo. based on a 35 hr work week.	\$5,041.51	\$5,293.59	\$5,558.27	\$5,836.18	\$6,127.99	\$6,434.39
Librarian II	\$35.74	\$37.53	\$39.41	\$41.38	\$43.44	\$45.62
Approx. earnings/mo. based on a 35 hr work week.	\$5,420.83	\$5,691.87	\$5,976.47	\$6,275.29	\$6,589.06	\$6,918.51
Library Assistant	\$22.47	\$23.59	\$24.77	\$26.01	\$27.31	\$28.68
Approx. earnings/mo. based on a 35 hr work week.	\$3,407.65	\$3,578.03	\$3,756.93	\$3,944.78	\$4,142.02	\$4,349.12
Maintenance Worker I	\$26.96	\$28.31	\$29.72	\$31.21	\$32.77	\$34.41
Approx. earnings/mo. based on a 40 hr work week.	\$4,672.63	\$4,906.27	\$5,151.58	\$5,409.16	\$5,679.62	\$5,963.60
Maintenance Worker II	\$29.12	\$30.58	\$32.11	\$33.71	\$35.40	\$37.17
Approx. earnings/mo. based on a 40 hr work week.	\$5,047.51	\$5,299.89	\$5,564.88	\$5,843.12	\$6,135.28	\$6,442.04
Permit Technician	\$35.74	\$37.53	\$39.41	\$41.38	\$43.44	\$45.62
Approx. earnings/mo. based on a 40 hr work week.	\$6,195.24	\$6,505.00	\$6,830.25	\$7,171.76	\$7,530.35	\$7,906.87
Public Works Inspector	\$38.23	\$40.15	\$42.15	\$44.26	\$46.47	\$48.80
Approx. earnings/mo. based on a 40 hr work week.	\$6,627.22	\$6,958.58	\$7,306.50	\$7,671.83	\$8,055.42	\$8,458.19
Public Works Technician	\$33.14	\$34.80	\$36.53	\$38.36	\$40.28	\$42.29
Approx. earnings/mo. based on a 40 hr work week.	\$5,743.96	\$6,031.16	\$6,332.72	\$6,649.36	\$6,981.82	\$7,330.91
CHILDCARE						
Assistant Director/Pre-K Head Teacher	\$28.13	\$29.53	\$31.01	\$32.56	\$34.19	\$35.90
Approx. earnings/mo. based on a 37.5 hr work week.	\$4,570.48	\$4,799.00	\$5,038.95	\$5,290.90	\$5,555.44	\$5,833.21
Assistant Teacher	\$17.38	\$18.25	\$19.17	\$20.12	\$21.13	\$22.19
Approx. earnings/mo. based on a 35 hr work week.	\$2,636.57	\$2,768.40	\$2,906.82	\$3,052.16	\$3,204.77	\$3,365.01
Lead Teacher	\$23.91	\$25.11	\$26.36	\$27.68	\$29.07	\$30.52
Approx. earnings/mo. based on a 35 hr work week.	\$3,626.84	\$3,808.19	\$3,998.59	\$4,198.52	\$4,408.45	\$4,628.87
Senior Lead Teacher	\$26.41	\$27.73	\$29.12	\$30.58	\$32.11	\$33.71
Approx. earnings/mo. based on a 37.5 hr work week.	\$4,292.32	\$4,506.93	\$4,732.28	\$4,968.89	\$5,217.34	\$5,478.20
Teacher's Assistant	\$15.19	\$15.95	\$16.75	\$17.58	\$18.46	\$19.39
Approx. earnings/mo. based on a 35 hr work week.	\$2,303.89	\$2,419.09	\$2,540.04	\$2,667.04	\$2,800.40	\$2,940.42

Approximate earnings per month are provided for illustrative purposes. Actual authorized hours per week for specific positions are found within the annual budget.

APPENDIX A

HOURLY PAY RANGES EFFECTIVE 1st PP JULY 2021 - JUNE 2022						
Classification	A2	A	B	C	D	E
Accounting Specialist	\$36.64	\$38.47	\$40.39	\$42.41	\$44.53	\$46.76
Approx. earnings/mo. based on a 40 hr work week.	\$6,350.12	\$6,667.62	\$7,001.00	\$7,351.05	\$7,718.61	\$8,104.54
Administrative Analyst I	\$36.64	\$38.47	\$40.39	\$42.41	\$44.53	\$46.76
Approx. earnings/mo. based on a 40 hr work week.	\$6,350.12	\$6,667.62	\$7,001.00	\$7,351.05	\$7,718.61	\$8,104.54
Administrative Analyst II	\$41.03	\$43.08	\$45.23	\$47.49	\$49.87	\$52.36
Approx. earnings/mo. based on a 40 hr work week.	\$7,111.43	\$7,467.00	\$7,840.35	\$8,232.37	\$8,643.99	\$9,076.19
Administrative Assistant I	\$31.45	\$33.02	\$34.67	\$36.40	\$38.22	\$40.13
Approx. earnings/mo. based on a 40 hr work week.	\$5,450.50	\$5,723.03	\$6,009.18	\$6,309.64	\$6,625.12	\$6,956.38
Administrative Assistant II	\$33.97	\$35.67	\$37.45	\$39.32	\$41.29	\$43.35
Approx. earnings/mo. based on a 40 hr work week.	\$5,887.56	\$6,181.94	\$6,491.04	\$6,815.59	\$7,156.37	\$7,514.19
Assistant Planner	\$38.71	\$40.64	\$42.67	\$44.81	\$47.05	\$49.40
Approx. earnings/mo. based on a 40 hr work week.	\$6,708.87	\$7,044.31	\$7,396.53	\$7,766.36	\$8,154.67	\$8,562.41
Associate Planner	\$41.69	\$43.77	\$45.96	\$48.26	\$50.67	\$53.21
Approx. earnings/mo. based on a 40 hr work week.	\$7,226.06	\$7,587.36	\$7,966.73	\$8,365.07	\$8,783.32	\$9,222.49
Circulation Supervisor	\$29.36	\$30.83	\$32.37	\$33.99	\$35.69	\$37.48
Approx. earnings/mo. based on a 35 hr work week.	\$4,453.69	\$4,676.37	\$4,910.19	\$5,155.70	\$5,413.48	\$5,684.16
Junior Engineer	\$39.19	\$41.15	\$43.21	\$45.37	\$47.63	\$50.02
Approx. earnings/mo. based on a 40 hr work week.	\$6,792.64	\$7,132.27	\$7,488.89	\$7,863.33	\$8,256.50	\$8,669.32
Librarian I	\$34.07	\$35.78	\$37.56	\$39.44	\$41.41	\$43.49
Approx. earnings/mo. based on a 35 hr work week.	\$5,167.55	\$5,425.93	\$5,697.23	\$5,982.09	\$6,281.19	\$6,595.25
Librarian II	\$36.64	\$38.47	\$40.39	\$42.41	\$44.53	\$46.76
Approx. earnings/mo. based on a 35 hr work week.	\$5,556.35	\$5,834.17	\$6,125.88	\$6,432.17	\$6,753.78	\$7,091.47
Library Assistant	\$23.03	\$24.18	\$25.39	\$26.66	\$27.99	\$29.39
Approx. earnings/mo. based on a 35 hr work week.	\$3,492.84	\$3,667.48	\$3,850.85	\$4,043.40	\$4,245.57	\$4,457.84
Maintenance Worker I	\$27.63	\$29.01	\$30.46	\$31.99	\$33.59	\$35.27
Approx. earnings/mo. based on a 40 hr work week.	\$4,789.45	\$5,028.92	\$5,280.37	\$5,544.39	\$5,821.61	\$6,112.69
Maintenance Worker II	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09
Approx. earnings/mo. based on a 40 hr work week.	\$5,173.70	\$5,432.38	\$5,704.00	\$5,989.20	\$6,288.66	\$6,603.10
Permit Technician	\$36.64	\$38.47	\$40.39	\$42.41	\$44.53	\$46.76
Approx. earnings/mo. based on a 40 hr work week.	\$6,350.12	\$6,667.62	\$7,001.00	\$7,351.05	\$7,718.61	\$8,104.54
Public Works Inspector	\$39.19	\$41.15	\$43.21	\$45.37	\$47.64	\$50.02
Approx. earnings/mo. based on a 40 hr work week.	\$6,792.90	\$7,132.54	\$7,489.17	\$7,863.63	\$8,256.81	\$8,669.65
Public Works Technician	\$33.97	\$35.67	\$37.45	\$39.32	\$41.29	\$43.35
Approx. earnings/mo. based on a 40 hr work week.	\$5,887.56	\$6,181.94	\$6,491.04	\$6,815.59	\$7,156.37	\$7,514.19
CHILDCARE						
Assistant Director/Pre-K Head Teacher	\$28.83	\$30.27	\$31.78	\$33.37	\$35.04	\$36.79
Approx. earnings/mo. based on a 37.5 hr work week.	\$4,684.74	\$4,918.97	\$5,164.92	\$5,423.17	\$5,694.33	\$5,979.04
Assistant Teacher	\$17.82	\$18.71	\$19.65	\$20.63	\$21.66	\$22.74
Approx. earnings/mo. based on a 35 hr work week.	\$2,702.49	\$2,837.61	\$2,979.49	\$3,128.47	\$3,284.89	\$3,449.14
Lead Teacher	\$24.51	\$25.74	\$27.02	\$28.37	\$29.79	\$31.28
Approx. earnings/mo. based on a 35 hr work week.	\$3,717.51	\$3,903.39	\$4,098.56	\$4,303.49	\$4,518.66	\$4,744.59
Senior Lead Teacher	\$27.07	\$28.43	\$29.85	\$31.34	\$32.91	\$34.55
Approx. earnings/mo. based on a 37.5 hr work week.	\$4,399.62	\$4,619.60	\$4,850.58	\$5,093.11	\$5,347.77	\$5,615.16
Teacher's Assistant	\$15.57	\$16.35	\$17.17	\$18.02	\$18.93	\$19.87
Approx. earnings/mo. based on a 35 hr work week.	\$2,361.49	\$2,479.56	\$2,603.54	\$2,733.72	\$2,870.41	\$3,013.93

Approximate earnings per month are provided for illustrative purposes. Actual authorized hours per week for specific positions are found within the annual budget.

APPENDIX A

HOURLY PAY RANGES EFFECTIVE 1st PP JULY 2022 - JUNE 2023						
Classification	A2	A	B	C	D	E
Accounting Specialist	\$37.55	\$39.43	\$41.40	\$43.47	\$45.64	\$47.93
Approx. earnings/mo. based on a 40 hr work week.	\$6,508.87	\$6,834.31	\$7,176.03	\$7,534.83	\$7,911.57	\$8,307.15
Administrative Analyst I	\$37.55	\$39.43	\$41.40	\$43.47	\$45.64	\$47.93
Approx. earnings/mo. based on a 40 hr work week.	\$6,508.87	\$6,834.31	\$7,176.03	\$7,534.83	\$7,911.57	\$8,307.15
Administrative Analyst II	\$42.05	\$44.16	\$46.36	\$48.68	\$51.12	\$53.67
Approx. earnings/mo. based on a 40 hr work week.	\$7,289.22	\$7,653.68	\$8,036.36	\$8,438.18	\$8,860.09	\$9,303.09
Administrative Assistant I	\$32.23	\$33.84	\$35.54	\$37.31	\$39.18	\$41.14
Approx. earnings/mo. based on a 40 hr work week.	\$5,586.76	\$5,866.10	\$6,159.41	\$6,467.38	\$6,790.75	\$7,130.29
Administrative Assistant II	\$34.82	\$36.56	\$38.38	\$40.30	\$42.32	\$44.43
Approx. earnings/mo. based on a 40 hr work week.	\$6,034.75	\$6,336.49	\$6,653.31	\$6,985.98	\$7,335.28	\$7,702.04
Assistant Planner	\$39.67	\$41.66	\$43.74	\$45.93	\$48.22	\$50.63
Approx. earnings/mo. based on a 40 hr work week.	\$6,876.59	\$7,220.42	\$7,581.44	\$7,960.52	\$8,358.54	\$8,776.47
Associate Planner	\$42.73	\$44.87	\$47.11	\$49.47	\$51.94	\$54.54
Approx. earnings/mo. based on a 40 hr work week.	\$7,406.71	\$7,777.05	\$8,165.90	\$8,574.19	\$9,002.90	\$9,453.05
Circulation Supervisor	\$30.10	\$31.60	\$33.18	\$34.84	\$36.59	\$38.41
Approx. earnings/mo. based on a 35 hr work week.	\$4,565.03	\$4,793.28	\$5,032.94	\$5,284.59	\$5,548.82	\$5,826.26
Junior Engineer	\$40.17	\$42.18	\$44.29	\$46.50	\$48.82	\$51.27
Approx. earnings/mo. based on a 40 hr work week.	\$6,962.46	\$7,310.58	\$7,676.11	\$8,059.91	\$8,462.91	\$8,886.06
Librarian I	\$34.92	\$36.67	\$38.50	\$40.43	\$42.45	\$44.57
Approx. earnings/mo. based on a 35 hr work week.	\$5,296.74	\$5,561.58	\$5,839.66	\$6,131.64	\$6,438.22	\$6,760.13
Librarian II	\$37.55	\$39.43	\$41.40	\$43.47	\$45.64	\$47.93
Approx. earnings/mo. based on a 35 hr work week.	\$5,695.26	\$5,980.02	\$6,279.03	\$6,592.98	\$6,922.63	\$7,268.76
Library Assistant	\$23.61	\$24.79	\$26.03	\$27.33	\$28.69	\$30.13
Approx. earnings/mo. based on a 35 hr work week.	\$3,580.16	\$3,759.17	\$3,947.13	\$4,144.48	\$4,351.71	\$4,569.29
Maintenance Worker I	\$28.32	\$29.74	\$31.23	\$32.79	\$34.43	\$36.15
Approx. earnings/mo. based on a 40 hr work week.	\$4,909.19	\$5,154.64	\$5,412.38	\$5,683.00	\$5,967.15	\$6,265.50
Maintenance Worker II	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05
Approx. earnings/mo. based on a 40 hr work week.	\$5,303.04	\$5,568.19	\$5,846.60	\$6,138.93	\$6,445.88	\$6,768.17
Permit Technician	\$37.55	\$39.43	\$41.40	\$43.47	\$45.64	\$47.93
Approx. earnings/mo. based on a 40 hr work week.	\$6,508.87	\$6,834.31	\$7,176.03	\$7,534.83	\$7,911.57	\$8,307.15
Public Works Inspector	\$40.17	\$42.18	\$44.29	\$46.50	\$48.83	\$51.27
Approx. earnings/mo. based on a 40 hr work week.	\$6,962.72	\$7,310.85	\$7,676.40	\$8,060.22	\$8,463.23	\$8,886.39
Public Works Technician	\$34.82	\$36.56	\$38.38	\$40.30	\$42.32	\$44.43
Approx. earnings/mo. based on a 40 hr work week.	\$6,034.75	\$6,336.49	\$6,653.31	\$6,985.98	\$7,335.28	\$7,702.04
CHILDCARE						
Assistant Director/Pre-K Head Teacher	\$29.55	\$31.03	\$32.58	\$34.21	\$35.92	\$37.71
Approx. earnings/mo. based on a 37.5 hr work week.	\$4,801.86	\$5,041.95	\$5,294.05	\$5,558.75	\$5,836.69	\$6,128.52
Assistant Teacher	\$18.26	\$19.18	\$20.14	\$21.14	\$22.20	\$23.31
Approx. earnings/mo. based on a 35 hr work week.	\$2,770.05	\$2,908.55	\$3,053.98	\$3,206.68	\$3,367.01	\$3,535.36
Lead Teacher	\$25.12	\$26.38	\$27.70	\$29.08	\$30.54	\$32.07
Approx. earnings/mo. based on a 35 hr work week.	\$3,810.45	\$4,000.97	\$4,201.02	\$4,411.07	\$4,631.63	\$4,863.21
Senior Lead Teacher	\$27.75	\$29.14	\$30.60	\$32.13	\$33.73	\$35.42
Approx. earnings/mo. based on a 37.5 hr work week.	\$4,509.61	\$4,735.09	\$4,971.85	\$5,220.44	\$5,481.46	\$5,755.54
Teacher's Assistant	\$15.96	\$16.76	\$17.60	\$18.48	\$19.40	\$20.37
Approx. earnings/mo. based on a 35 hr work week.	\$2,420.53	\$2,541.55	\$2,668.63	\$2,802.06	\$2,942.17	\$3,089.27

Approximate earnings per month are provided for illustrative purposes. Actual authorized hours per week for specific positions are found within the annual budget.

AGREEMENT AMENDING
THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LARKSPUR
AND
THE LARKSPUR MISCELLANEOUS EMPLOYEES' ASSOCIATION

This Agreement Effective Upon Execution

Due to the COVID-19 Emergency, the City anticipates a significant shortfall in revenue in Fiscal Year 2020-21. It is the desire of the City and its employees to collaborate on actions that will reduce the City's expenditures for the fiscal year. To that end, the City of Larkspur (City) and the Larkspur Miscellaneous Employees' Association (LMEA) agree to amend the Memorandum of Understanding (MOU) covering the period of January 1, 2020 through December 31, 2022 per the following terms:

FURLOUGHS

Furlough Leave

Commencing with the first full pay period in July 2020 through the pay period ending June 27, 2021 ("furlough period"), the employees shall take ten percent (10%) of their regularly scheduled hours as "Furlough – Unpaid Leave." For those hours coded "Furlough," employees shall not be paid their hourly wage and shall perform no work for the City.

Employees may request modifications to their scheduled work week to accommodate the use of furlough time. Requests for modified work weeks are subject to the approval of the employee's supervisor. Supervisors will approve all requests that are consistent with the operation of the employee's department and division. The City encourages employees within the same department and division to discuss with their supervisor establishing the same schedule in order to maintain a standard level of operation.

Furlough Leave as Time Worked for Specified Sections of the MOU

Pro-rata Benefits Calculation: The City shall treat hours coded as "Furlough – Unpaid Leave," as hours worked for the purpose of determining benefit levels subject to Section 5.9.

Sick Leave Accumulation: The City shall treat hours coded as "Furlough – Unpaid Leave," as hours worked for the purpose of determining sick leave accumulation.

Overtime: The City shall treat hours coded as "Furlough – Unpaid Leave," as hours worked for the purpose of determining eligibility for overtime pursuant to Section 14.

Holidays

Employees are not required to use "Furlough – Unpaid Leave" on the holidays listed in Section 8 of the MOU. If an employee would normally use furlough leave on one of these holidays, the supervisor and employee shall agree to an alternate schedule for that work week or pay period.

Public Works Maintenance Division

The Maintenance Division recently implemented a 9/80 alternate work week schedule. Employees work nine (9) hours each day on Monday through Thursday. They work eight (8) hours per day every other Friday. The City and LMEA agree that Maintenance Division employees will use eight (8) hours of furlough leave for Fridays when they are regularly scheduled to work. For the duration of the furlough period, the City agrees to define Fridays as a weekend day for Section 11, "Standby Pay," and Section 12, "Public Works Callback."

Grievance Procedure

If an employee misses an entire work day due to furlough, that day shall not be considered a work day for the purpose of administering the grievance procedure described in Section 27.

Employees in Enterprise Fund

Employees compensated solely through an enterprise fund shall not be subject to furloughs, as the number of hours they will work in the coming fiscal year is based entirely on the availability of business and revenues in that enterprise fund.

CHANGES TO LMEA POSITIONS

Vacant and Unfilled Positions

The City has informed LMEA that it is anticipated that the following LMEA positions will not be funded in Fiscal Year 2020-21. At this time, these positions remain part of the City's standard service model and will be reflected in the City's organizational chart as vacant and unfilled.

- Librarian I/II (2 positions)
- Library Assistant
- Permit Technician (1 of 2 positions)
- Public Works Inspector

Modified Duties

To ensure continuity of service in the Planning & Building Department, the Assistant Planner will be required to split time between his duties as Assistant Planner and the duties of the vacant Permit Technician. The Director of Planning & Building will adjust the incumbent's workload in each division as demand warrants. The incumbent will be compensated at his current rate of pay as an Assistant Planner. It is the intent of the City to restore the Assistant Planner to his normal duties once fiscal conditions warrant increased staffing levels within the Department.

On July 1, 2020, the City will convert the Library and Recreation into divisions of a newly formed Department of Community Services. Generally, there are no anticipated impacts for LMEA positions, though LMEA employees may be asked to assist with tasks in either of the divisions, provided those tasks are within the scope of duties described in the employee's job specification.

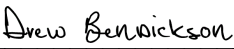
The Administrative Assistant currently assigned twenty (20) hours in Administration and twenty hours in Recreation will be assigned full-time to Administration.

Reduced Hours

The City has informed LMEA that operational constraints and fiscal challenges necessitate that the existing Librarian II position be funded for only thirty (30) hours per work week. To ensure that the incumbent's benefits remain at the level associated with her regular schedule of thirty-five (35) hours per work week, the incumbent will submit five (5) hours of "Furlough – Unpaid Leave" per week.

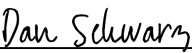
MEET AND CONFER AT MID-YEAR

No later than December 18, 2020, the City and LMEA shall participate in a meet and confer process to discuss the necessity of the furlough requirement for the period of January 1, 2020 through June 30, 2021.

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Drew Bendickson, LMEA President

6/9/2020

Date

DocuSigned by:

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Dan Schwarz, City Manager

6/9/2020

Date

AGREEMENT AMENDING
THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LARKSPUR
AND
THE LARKSPUR MISCELLANEOUS EMPLOYEES' ASSOCIATION

This Agreement Effective Upon Execution

In recognition of the dynamic fiscal conditions and operational needs of the City of Larkspur (City) during the COVID-19 Emergency, the City agreed to continuously review and propose modifications to the payroll reductions implemented by the attached agreement between the parties.

The City has determined that operational needs in the Library warrant an increase in the hours of the Librarian II position. Accordingly, the following section is deleted from the agreement:

Reduced Hours

The City has informed LMEA that operational constraints and fiscal challenges necessitate that the existing Librarian II position be funded for only thirty (30) hours per work week. To ensure that the incumbent's benefits remain at the level associated with her regular schedule of thirty-five (35) hours per work week, the incumbent will submit five (5) hours of "Furlough – Unpaid Leave" per week.

As a result of this change, the incumbent in the Librarian II position will be subject to the ten-percent (10%) furlough requirement asked of other members of the unit. The result is that the incumbent is authorized to work 31.5 hours per week or 63 hours two-week pay period.

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12/3/2020

Drew Bendickson, LMEA President

Date

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12/3/2020

Dan Schwarz, City Manager

Date

AGREEMENT AMENDING
THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LARKSPUR
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THE LARKSPUR MISCELLANEOUS EMPLOYEES' ASSOCIATION

This Agreement Effective Upon Execution

In recognition of the dynamic fiscal conditions and operational needs of the City of Larkspur (City) during the COVID-19 Emergency, the City agreed to continuously review and propose modifications to the payroll reductions implemented by the attached agreement between the parties.

The City has determined that operational needs in the Library warrant an increase in the hours of the Librarian II and Circulation Supervisor positions. Accordingly, changes to the agreement are to be made:

Library

Effective February 8, 2021, the incumbent Librarian II and Circulation Supervisor are allocated as 1.00 FTE and will be authorized to work 36 hours per week or 72 hours per pay period in accordance with the furlough requirement implemented for Fiscal Year 2020-21.

In addition, the City has agreed to fill one of the positions kept vacant due to the pandemic – a Librarian I position – as soon as possible.

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Drew Bendickson, LMEA President Date

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Dan Schwarz, City Manager Date

AGREEMENT AMENDING
THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LARKSPUR
AND
THE LARKSPUR MISCELLANEOUS EMPLOYEES' ASSOCIATION

This Agreement Effective Upon Execution

Due to the COVID-19 Emergency, the City anticipated a significant shortfall in revenue in Fiscal Year 2020-21. It was the mutual desire of the City and its employees to collaborate on actions to reduce the City's expenditures for the fiscal year. To that end, the City of Larkspur (City) and the Larkspur Miscellaneous Employees' Association (LMEA) agreed to amend the Memorandum of Understanding (MOU) covering the period of January 1, 2020 through December 31, 2022.

FURLOUGHS

Most notably, the agreement was amended to define a furlough period commencing with the first full pay period in July 2020 through the pay period ending June 27, 2021. Since the beginning of the furlough period, employees have taken ten percent (10%) of their regularly scheduled hours as "Furlough – Unpaid Leave." This contribution on the part of employees has been critical to the City's financial stability during the pandemic.

Fortunately, General Fund revenues have performed better than projected in the adopted Fiscal Year 2020-21 budget and the City Manager has determined that the City can afford to end the furlough period on March 21, 2021, rather than June 27, 2021. Ending the furlough period early will allow employees to resume eighty-hour (80) pay periods in service to the community.

CHANGES TO LMEA POSITIONS

In addition to the furlough period, the City Manager implemented a hiring freeze on vacant and unfilled positions. The City continues to evaluate its ability to afford restoring these positions and recently initiated recruitment for a Librarian I. The City also recently agreed to shift LMEA employees in the Library from a seventy hour pay period to an eighty hour pay period.

The following positions remain vacant. The City will continue to show these positions as vacant and unfilled in the City's organization chart.

- Librarian I/II (1 of 3 positions)
- Library Assistant
- Permit Technician (1 of 2 positions)
- Public Works Inspector

In addition, the City and LMEA agreed that as a temporary measure, the position of Assistant Planner would be asked to fulfill duties of the Assistant Planner and the vacant Permit Technician position. The Assistant Planner recently resigned to take a position elsewhere. It is the City's intent to hire an employee in the Department of Planning and Building to replace the Assistant Planner following an assessment of the Department's needs and priorities.

The City and LMEA will continue to meet and confer on staffing levels and priorities.

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Drew Bendickson, LMEA President Date

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Dan Schwarz, City Manager Date