



LOG #CC21-694

City Clerk's Office
1052 South Livermore Avenue
Livermore, CA 94550-4899
Phone: 925.960.4200 Fax: 925.960.4205

DOCUMENT TRANSMITTAL FORM

Date: October 21, 2021

To: Mike Pato

cc:

Kaylin Larson

PLEASE READ THE FOLLOWING:

☒ Original document emailed and original sent via interoffice mail

Date of Document:	October 20, 2021
Type of Document:	Memorandum of Understanding
Parties:	City of Livermore and Association of Livermore Employees

By: Marie Weber, City Clerk
Helena Graves
925.960.4200

MASTER
MEMORANDUM OF UNDERSTANDING
on
WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

ASSOCIATION OF LIVERMORE EMPLOYEES
and
CITY OF LIVERMORE

TERM OF AGREEMENT
October 1, 2021 – September 30, 2025

TABLE OF CONTENTS

CHAPTER 1. ADMINISTRATION

ARTICLE I.	PARTIES TO UNDERSTANDING.....	Page 1
ARTICLE II.	RECOGNITION	Page 1
ARTICLE III.	STATE LAW COMPLIANCE.....	Page 1
ARTICLE IV.	CITY COUNCIL APPROVAL	Page 1
ARTICLE V.	TERMS OF UNDERSTANDING	Page 1

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I.	SALARIES	Page 1
ARTICLE II.	OVERTIME COMPENSATION.....	Page 2
ARTICLE III.	CALL BACK PAY	Page 3
ARTICLE IV.	STANDBY PAY.....	Page 3
ARTICLE V.	TELEPHONE PAY	Page 3
ARTICLE VI.	COURT APPEARANCES	Page 3
ARTICLE VII.	WORK IN A HIGHER CLASS.....	Page 3
ARTICLE VIII.	UNIFORM ALLOWANCE.....	Page 4
ARTICLE IX.	TUITION REFUND PLAN	Page 4
ARTICLE X.	LICENSES AND CERTIFICATIONS.....	Page 4
ARTICLE XI.	DEFERRED COMPENSATION.....	Page 5
ARTICLE XII.	SUPPORT SERVICES TRAINING OFFICER PAY	Page 5
ARTICLE XIII.	HOLIDAY-IN-LIEU PAY	Page 5
ARTICLE XIV.	SAFETY SHOES.....	Page 6
ARTICLE XV.	PRESCRIPTION SAFETY GLASSES	Page 6
ARTICLE XVI.	BILINGUAL PAY	Page 6
ARTICLE XVII.	SHIFT DIFFERENTIAL	Page 7
ARTICLE XVIII.	SPECIAL EQUIPMENT OPERATORS PAY	Page 7
ARTICLE XIX.	PAID LUNCH BREAK.....	Page 7

CHAPTER 3. LEAVES

ARTICLE I.	VACATION.....	Page 8
ARTICLE II.	PERSONAL LEAVE.....	Page 9
ARTICLE III.	SICK LEAVE	Page 9
ARTICLE IV.	FAMILY ILLNESS	Page 10
ARTICLE V.	FUNERAL LEAVE	Page 10
ARTICLE VI.	IMMEDIATE FAMILY	Page 10
ARTICLE VII.	PARENTAL LEAVE.....	Page 10

ARTICLE VIII.	HOLIDAYS	Page 10
ARTICLE IX.	DONATION OF LEAVE TIME TO OTHER EMPLOYEES	Page 11

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I.	HEALTH, MEDICAL AND DENTAL CARE BENEFITS	Page 12
ARTICLE II.	LIFE INSURANCE	Page 12
ARTICLE III.	LONG TERM DISABILITY INSURANCE.....	Page 12
ARTICLE IV.	LONG TERM CARE INSURANCE.....	Page 13

CHAPTER 5. RETIREMENT

ARTICLE I.	PERS RETIREMENT PLAN	Page 13
ARTICLE II.	RETIREE HEALTH BENEFIT.....	Page 14

CHAPTER 6. MISCELLANEOUS

ARTICLE I.	EMPLOYEE COMMITTEE	Page 15
ARTICLE II.	DISCIPLINARY ACTION.....	Page 16
ARTICLE III.	EMPLOYEE PERFORMANCE EVALUATIONS	Page 17
ARTICLE IV.	WORK SCHEDULES	Page 17
ARTICLE V.	FATIGUE RECOVERY TIME	Page 17

CHAPTER 7. AGENCY SECURITY

ARTICLE I.	REPRESENTATION.....	Page 18
ARTICLE II.	MEETING FACILITIES	Page 18
ARTICLE III.	BULLETIN BOARDS.....	Page 18
ARTICLE IV.	CLASSIFICATION SPECIFICATIONS	Page 18
ARTICLE V.	NO DISCRIMINATION	Page 18

Commercial Drivers' License Pay

An employee working in a classification listed below, who holds a valid California Commercial Drivers' License (CDL), and who is required to maintain the CDL license, shall receive Thirty Five Dollars (\$35.00) per pay period. Such pay shall be in addition to payment made by the City for the cost of obtaining the license as provided above.

The classifications are: Electrician; Groundskeeper I, II, III & Supervising; Maintenance Trainee and Maintenance Worker I, II, & III; Mechanic; Senior Mechanic; Wastewater Collections Systems Trainee and Wastewater Collections Systems Worker I, II, & III; Water Distribution Operator Trainee, I, II, & III; Water Resources Coordinator; Water Resources Instrument Control Technician; Water Resources Mechanic I & II; and any other classification determined by the City to require a CDL.

Public Works Maintenance Division employees in positions with job classifications that do not require a commercial driver's license and who participate in the voluntary maintenance division standby program and maintain a commercial driver's license, and who may provide services associated with commercial driving to the City as part of the standby program, are to receive commercial driver's license (CDL) pay at \$35.00 per pay period in accordance with pay received by other City commercial drivers.

An employee whose license is suspended or revoked shall promptly notify their supervisor; in such an event, the above payment shall terminate effective the first day of the pay period after suspension or revocation. Payment shall be reinstated when the employee presents a valid California Commercial Drivers' License.

An employee in violation of Administrative Regulation #18 (Policy on Drug and Alcohol Pursuant to the Department of Transportation Regulations) and who is prohibited from performing safety-sensitive functions shall not receive payment for their CDL for the period of time they are unable to perform driving functions.

ARTICLE XI. DEFERRED COMPENSATION

Eligible employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees.

Effective April 1, 2019, the City will contribute up to \$75 per pay period (i.e. an additional \$25 per pay period) to each employee's deferred compensation account if the employee contributes at least an equal amount.

The contribution and matching amounts will be pro-rated for part-time employees.

ALE will have at least one representative and one alternate on the Deferred Compensation Committee established by the City.

ARTICLE XII. SUPPORT SERVICES TRAINING OFFICER PAY

Employees who are assigned by the Police Chief or designee as a Support Services Training Officer shall be paid Ninety Dollars (\$90.00) per pay period for each full pay period they remain so assigned.

ARTICLE XIII. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Community Service Specialists (assigned to the

these duties are clearly not included in the job description of the employee's regular classification. An employee who otherwise would receive higher pay under this provision shall not be denied such pay based on lack of a written assignment if his/her department head requested performance of the duties of the higher paid classification and knew that the employee performed the requested duties. If an employee requests in good faith not to be assigned to perform the duties of a higher paid classification, the City shall consider the request before the duties are assigned to the employee. In no event shall the employee receive a rate in excess of Step E of the higher paid classification.

ARTICLE VIII. UNIFORM ALLOWANCE

The Uniform Allowance for regular full-time employees shall be Eight Hundred Fifty Dollars (\$850) for Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Police Clerks, Senior Police Clerks, Supervising Police Clerks, Animal Control Officers, Police Identification Technician, Supervising Property and Evidence Technician, Community Service Specialists, Crime Analysts, and Crime Prevention Specialist.

The Uniform Allowance shall be paid in equal amounts each pay period as earned.

Employees shall be given a three (3) month noticing period for uniform modifications.

Those employees who, as an existing practice, are provided uniforms from their department shall continue to receive such uniforms during the term of the agreement.

ARTICLE IX. TUITION REFUND PLAN

The Tuition Refund Plan established by the City July 1, 1971 was made available to employees of the ALE Representation Unit in lieu of previously discussed education incentive pay plan. An eligible employee may be reimbursed for seventy-five percent (75%) of the cost of tuition and books for educational courses related to the employee's work assignment which are attended during off-duty hours. In order to be eligible for tuition reimbursement, the employee must comply with the provisions outlined in Administrative Regulation No. 14 on Tuition Reimbursement.

ARTICLE X. LICENSES AND CERTIFICATIONS

The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head to be a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee.

Regulations and procedures covering course work for certifications are covered in the City of Livermore Personnel Rules and Regulations, Administrative Regulation 14, "Tuition Reimbursement" and Chapter 2, Article IX, Tuition Refund Plan of the MOU, except as follows. Reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Reimbursements will be effective for eligible employees employed by the City of Livermore for classes taken after April 30, 1995.

eight hours, normally scheduled for (8) eight hours, and normally scheduled for more than (8) eight hours as part of an alternate or flexible work schedule) and to make up the time in the same FLSA work period.

ARTICLE III. CALL BACK PAY

When an employee, who is considered nonexempt for the purposes of the Fair Labor Standards Act (FLSA), has completed his/her normal shift for the day, is on a regular day off, or is on paid leave, and is called back to work, the employee shall, upon reporting, receive a minimum of three (3) hours work at the overtime rate (time and one-half), or if three (3) hours of work is not furnished, a minimum of three (3) hours of pay at the overtime rate. This provision does not apply to instances in which the employee is called to report before his/her regular starting time, and is furnished work until the end of his/her normal shift.

ARTICLE IV. STANDBY PAY

A Fair Labor Standards Act (FLSA) non-exempt employee who is assigned in writing to be on standby shall receive two (2) hours of pay at the employee's regular straight-time rate of pay on their regularly scheduled workday and three hours (3) of pay at the employee's regular straight-time rate of pay on their regularly scheduled days off and fixed City holidays.

Employees assigned to a standby period must report to work within one (1) hour of being called back to work. Employees called back to work shall be paid as designated in Article III, Call Back Pay.

ARTICLE V. TELEPHONE PAY

When an employee who is considered non-exempt for the purposes of the Fair Labor Standards Act (FLSA) has completed his or her normal shift for the day, is on a regular day(s) off, or on paid leave and is called by the employee's supervisor, department head or designee, such employee shall receive compensation as follows: An employee who is contacted outside his or her normal work hours to conduct City business will be paid twenty (20) minutes or for each minute exceeding 20 minutes at the overtime rate (time and one-half). More than one telephone call may be taken within the twenty (20) minute period without incurring additional compensation. If the employee is recalled after the initial twenty (20) minute period a new twenty (20) minute minimum will begin.

This provision does not apply to calls involving staffing availability, shift assignments, or shift coverage.

ARTICLE VI. COURT APPEARANCES

An employee who is required to appear in court in connection with the employee's usual official duties, or in connection with a case in which the City is a party during the hours other than the normal scheduled workday, shall receive a minimum of three (3) hours of pay at the overtime rate.

Employees required to appear in court on their normal day off or who are assigned to work a graveyard shift, shall receive a minimum of four (4) hours of pay at the overtime rate.

ARTICLE VII. WORK IN A HIGHER CLASS

When an employee has been assigned in writing by his/her department head to perform the duties of a higher paid classification, and if the employee has worked in such classification for a minimum of three (3) consecutive workdays, the employee shall receive a minimum of five percent (5%) above their regular rate of pay or the minimum of the higher classification, whichever is greater, beginning from the first completed workday for performing substantially the duties of the higher paid classification, provided that

Salaries for the remaining contract years will be adjusted as follows:

10/10/2022	3.5%
10/09/2023	2.5%
10/07/2024	2.0%

In recognition of rising medical costs, the City will increase base monthly salaries cumulatively as follows:

Effective October 11, 2021	- \$60.45
Effective October 10, 2022	- \$62.88
Effective October 9, 2023	- \$64.78
Effective October 7, 2024	- \$66.40

These amounts will be pro-rated for part-time employees.

ARTICLE II. OVERTIME COMPENSATION

Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA). In addition, for those employees who are considered nonexempt for the purposes of the FLSA, overtime shall be paid for: (a) hours worked in excess of eight (8) hours in a regularly scheduled day or over such hours normally scheduled and worked in a day when assigned to a shift in excess of eight (8) hours; and (b) hours not regularly scheduled and worked in a day (such overtime shall be compensated at the rate of one and one-half (1½) times the employee's straight time rate of pay).

Sub-article (b) of this article shall not apply where an employee whose regular work schedule is less than eight (8) hours per day exceeds his/her regular daily work schedule as the result of his/her request for a temporary schedule adjustment, provided that overtime shall be paid to any such employee for time worked in excess of eight (8) hours in a day. An employee may make such a temporary adjustment in work schedule no more than once per pay period.

At the option of the employee, compensatory time off may be taken in lieu of overtime payment in accordance with the FLSA Section 7(o). Such time off shall be mutually agreeable to the employee and the supervisor taking into account (a) the normal schedule of work; (b) the anticipated peak hour workload based on past experience; (c) any emergency requirements for staff and services; (d) availability of qualified substitutes; and (e) whether scheduling the use of compensatory time off would require the payment of overtime to others. The fact that granting compensatory time off would require the payment of overtime to others shall not be the sole reason an employee is denied compensatory time off.

All accrued compensatory time off in excess of one hundred (100) hours must be liquidated by monetary payment.

Mutual agreements to set aside this MOU, (non-FLSA) overtime may be made, in writing, between the employee and the employee's department head or designee. Such mutual agreement may be made only in the following situations:

1. to accommodate an employee's personal request for an alternate or flexible work schedule (such as a 9/80, 4/10, etc.); and/or
2. to accommodate an employee's personal request to take time off during their normally scheduled work period (to include work periods normally scheduled for less than (8)

CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation hereinafter referred to as "CITY," and ASSOCIATION OF LIVERMORE EMPLOYEES, hereinafter referred to as "ALE" pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix A attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

ASSOCIATION OF LIVERMORE EMPLOYEES is the formally recognized employee organization for the clerical, technical, professional, and public service employees in the classifications listed in Appendix A. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

The City agrees to notify ALE each month of all new employees hired into positions represented by ALE. The City shall provide each newly hired represented employee with a copy of the Memorandum of Understanding and the ALE dues form.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 9-77 in that 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.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing October 1, 2021 and ending September 30, 2025 except as provided in Chapter 1, Article V.

ARTICLE V. TERMS OF UNDERSTANDING

It is mutually recommended that the modifications shown in this Memorandum of Understanding (hereinafter referred to as Understanding) be made applicable on the dates indicated and in conjunction with the existing unmodified rules, regulations, and ordinances of the City, shall constitute the wages, hours, and working conditions for those employees represented by Association of Livermore Employees for the period October 1, 2021 and ending September 30, 2025.

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

Effective October 11, 2021, salaries shall be set according to the classifications and to the salary ranges assigned to each of the classifications listed in Appendix A, attached hereto, reflecting an increase of two percent (2.0%).



LOG #CC21-694

City Clerk's Office
1052 South Livermore Avenue
Livermore, CA 94550-4899
Phone: 925.960.4200 Fax: 925.960.4205

DOCUMENT TRANSMITTAL FORM

Date: October 21, 2021

To: Mike Pato

cc:

Kaylin Larson

PLEASE READ THE FOLLOWING:

☒ Original document emailed and original sent via interoffice mail

Date of Document:	October 20, 2021
Type of Document:	Memorandum of Understanding
Parties:	City of Livermore and Association of Livermore Employees

By: Marie Weber, City Clerk
Helena Graves
925.960.4200

MASTER
MEMORANDUM OF UNDERSTANDING
on
WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

ASSOCIATION OF LIVERMORE EMPLOYEES
and
CITY OF LIVERMORE

TERM OF AGREEMENT
October 1, 2021 – September 30, 2025

TABLE OF CONTENTS

CHAPTER 1. ADMINISTRATION

ARTICLE I.	PARTIES TO UNDERSTANDING	Page 1
ARTICLE II.	RECOGNITION	Page 1
ARTICLE III.	STATE LAW COMPLIANCE	Page 1
ARTICLE IV.	CITY COUNCIL APPROVAL	Page 1
ARTICLE V.	TERMS OF UNDERSTANDING	Page 1

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I.	SALARIES	Page 1
ARTICLE II.	OVERTIME COMPENSATION.....	Page 2
ARTICLE III.	CALL BACK PAY	Page 3
ARTICLE IV.	STANDBY PAY	Page 3
ARTICLE V.	TELEPHONE PAY	Page 3
ARTICLE VI.	COURT APPEARANCES	Page 3
ARTICLE VII.	WORK IN A HIGHER CLASS.....	Page 3
ARTICLE VIII.	UNIFORM ALLOWANCE.....	Page 4
ARTICLE IX.	TUITION REFUND PLAN	Page 4
ARTICLE X.	LICENSES AND CERTIFICATIONS.....	Page 4
ARTICLE XI.	DEFERRED COMPENSATION.....	Page 5
ARTICLE XII.	SUPPORT SERVICES TRAINING OFFICER PAY	Page 5
ARTICLE XIII.	HOLIDAY-IN-LIEU PAY	Page 5
ARTICLE XIV.	SAFETY SHOES.....	Page 6
ARTICLE XV.	PRESCRIPTION SAFETY GLASSES	Page 6
ARTICLE XVI.	BILINGUAL PAY	Page 6
ARTICLE XVII.	SHIFT DIFFERENTIAL	Page 7
ARTICLE XVIII.	SPECIAL EQUIPMENT OPERATORS PAY	Page 7
ARTICLE XIX.	PAID LUNCH BREAK.....	Page 7

CHAPTER 3. LEAVES

ARTICLE I.	VACATION.....	Page 8
ARTICLE II.	PERSONAL LEAVE.....	Page 9
ARTICLE III.	SICK LEAVE	Page 9
ARTICLE IV.	FAMILY ILLNESS	Page 10
ARTICLE V.	FUNERAL LEAVE	Page 10
ARTICLE VI.	IMMEDIATE FAMILY	Page 10
ARTICLE VII.	PARENTAL LEAVE.....	Page 10

ARTICLE VIII.	HOLIDAYS	Page 10
ARTICLE IX.	DONATION OF LEAVE TIME TO OTHER EMPLOYEES	Page 11

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I.	HEALTH, MEDICAL AND DENTAL CARE BENEFITS	Page 12
ARTICLE II.	LIFE INSURANCE	Page 12
ARTICLE III.	LONG TERM DISABILITY INSURANCE	Page 12
ARTICLE IV.	LONG TERM CARE INSURANCE	Page 13

CHAPTER 5. RETIREMENT

ARTICLE I.	PERS RETIREMENT PLAN	Page 13
ARTICLE II.	RETIREE HEALTH BENEFIT	Page 14

CHAPTER 6. MISCELLANEOUS

ARTICLE I.	EMPLOYEE COMMITTEE	Page 15
ARTICLE II.	DISCIPLINARY ACTION	Page 16
ARTICLE III.	EMPLOYEE PERFORMANCE EVALUATIONS	Page 17
ARTICLE IV.	WORK SCHEDULES	Page 17
ARTICLE V.	FATIGUE RECOVERY TIME	Page 17

CHAPTER 7. AGENCY SECURITY

ARTICLE I.	REPRESENTATION	Page 18
ARTICLE II.	MEETING FACILITIES	Page 18
ARTICLE III.	BULLETIN BOARDS	Page 18
ARTICLE IV.	CLASSIFICATION SPECIFICATIONS	Page 18
ARTICLE V.	NO DISCRIMINATION	Page 18

CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation hereinafter referred to as "CITY," and ASSOCIATION OF LIVERMORE EMPLOYEES, hereinafter referred to as "ALE" pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix A attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

ASSOCIATION OF LIVERMORE EMPLOYEES is the formally recognized employee organization for the clerical, technical, professional, and public service employees in the classifications listed in Appendix A. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

The City agrees to notify ALE each month of all new employees hired into positions represented by ALE. The City shall provide each newly hired represented employee with a copy of the Memorandum of Understanding and the ALE dues form.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 9-77 in that 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.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing October 1, 2021 and ending September 30, 2025 except as provided in Chapter 1, Article V.

ARTICLE V. TERMS OF UNDERSTANDING

It is mutually recommended that the modifications shown in this Memorandum of Understanding (hereinafter referred to as Understanding) be made applicable on the dates indicated and in conjunction with the existing unmodified rules, regulations, and ordinances of the City, shall constitute the wages, hours, and working conditions for those employees represented by Association of Livermore Employees for the period October 1, 2021 and ending September 30, 2025.

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

Effective October 11, 2021, salaries shall be set according to the classifications and to the salary ranges assigned to each of the classifications listed in Appendix A, attached hereto, reflecting an increase of two percent (2.0%).

Salaries for the remaining contract years will be adjusted as follows:

10/10/2022	3.5%
10/09/2023	2.5%
10/07/2024	2.0%

In recognition of rising medical costs, the City will increase base monthly salaries cumulatively as follows:

Effective October 11, 2021	- \$60.45
Effective October 10, 2022	- \$62.88
Effective October 9, 2023	- \$64.78
Effective October 7, 2024	- \$66.40

These amounts will be pro-rated for part-time employees.

ARTICLE II. OVERTIME COMPENSATION

Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA). In addition, for those employees who are considered nonexempt for the purposes of the FLSA, overtime shall be paid for: (a) hours worked in excess of eight (8) hours in a regularly scheduled day or over such hours normally scheduled and worked in a day when assigned to a shift in excess of eight (8) hours; and (b) hours not regularly scheduled and worked in a day (such overtime shall be compensated at the rate of one and one-half (1½) times the employee's straight time rate of pay).

Sub-article (b) of this article shall not apply where an employee whose regular work schedule is less than eight (8) hours per day exceeds his/her regular daily work schedule as the result of his/her request for a temporary schedule adjustment, provided that overtime shall be paid to any such employee for time worked in excess of eight (8) hours in a day. An employee may make such a temporary adjustment in work schedule no more than once per pay period.

At the option of the employee, compensatory time off may be taken in lieu of overtime payment in accordance with the FLSA Section 7(o). Such time off shall be mutually agreeable to the employee and the supervisor taking into account (a) the normal schedule of work; (b) the anticipated peak hour workload based on past experience; (c) any emergency requirements for staff and services; (d) availability of qualified substitutes; and (e) whether scheduling the use of compensatory time off would require the payment of overtime to others. The fact that granting compensatory time off would require the payment of overtime to others shall not be the sole reason an employee is denied compensatory time off.

All accrued compensatory time off in excess of one hundred (100) hours must be liquidated by monetary payment.

Mutual agreements to set aside this MOU, (non-FLSA) overtime may be made, in writing, between the employee and the employee's department head or designee. Such mutual agreement may be made only in the following situations:

1. to accommodate an employee's personal request for an alternate or flexible work schedule (such as a 9/80, 4/10, etc.); and/or
2. to accommodate an employee's personal request to take time off during their normally scheduled work period (to include work periods normally scheduled for less than (8)

eight hours, normally scheduled for (8) eight hours, and normally scheduled for more than (8) eight hours as part of an alternate or flexible work schedule) and to make up the time in the same FLSA work period.

ARTICLE III. CALL BACK PAY

When an employee, who is considered nonexempt for the purposes of the Fair Labor Standards Act (FLSA), has completed his/her normal shift for the day, is on a regular day off, or is on paid leave, and is called back to work, the employee shall, upon reporting, receive a minimum of three (3) hours work at the overtime rate (time and one-half), or if three (3) hours of work is not furnished, a minimum of three (3) hours of pay at the overtime rate. This provision does not apply to instances in which the employee is called to report before his/her regular starting time, and is furnished work until the end of his/her normal shift.

ARTICLE IV. STANDBY PAY

A Fair Labor Standards Act (FLSA) non-exempt employee who is assigned in writing to be on standby shall receive two (2) hours of pay at the employee's regular straight-time rate of pay on their regularly scheduled workday and three hours (3) of pay at the employee's regular straight-time rate of pay on their regularly scheduled days off and fixed City holidays.

Employees assigned to a standby period must report to work within one (1) hour of being called back to work. Employees called back to work shall be paid as designated in Article III, Call Back Pay.

ARTICLE V. TELEPHONE PAY

When an employee who is considered non-exempt for the purposes of the Fair Labor Standards Act (FLSA) has completed his or her normal shift for the day, is on a regular day(s) off, or on paid leave and is called by the employee's supervisor, department head or designee, such employee shall receive compensation as follows: An employee who is contacted outside his or her normal work hours to conduct City business will be paid twenty (20) minutes or for each minute exceeding 20 minutes at the overtime rate (time and one-half). More than one telephone call may be taken within the twenty (20) minute period without incurring additional compensation. If the employee is recalled after the initial twenty (20) minute period a new twenty (20) minute minimum will begin.

This provision does not apply to calls involving staffing availability, shift assignments, or shift coverage.

ARTICLE VI. COURT APPEARANCES

An employee who is required to appear in court in connection with the employee's usual official duties, or in connection with a case in which the City is a party during the hours other than the normal scheduled workday, shall receive a minimum of three (3) hours of pay at the overtime rate.

Employees required to appear in court on their normal day off or who are assigned to work a graveyard shift, shall receive a minimum of four (4) hours of pay at the overtime rate.

ARTICLE VII. WORK IN A HIGHER CLASS

When an employee has been assigned in writing by his/her department head to perform the duties of a higher paid classification, and if the employee has worked in such classification for a minimum of three (3) consecutive workdays, the employee shall receive a minimum of five percent (5%) above their regular rate of pay or the minimum of the higher classification, whichever is greater, beginning from the first completed workday for performing substantially the duties of the higher paid classification, provided that

these duties are clearly not included in the job description of the employee's regular classification. An employee who otherwise would receive higher pay under this provision shall not be denied such pay based on lack of a written assignment if his/her department head requested performance of the duties of the higher paid classification and knew that the employee performed the requested duties. If an employee requests in good faith not to be assigned to perform the duties of a higher paid classification, the City shall consider the request before the duties are assigned to the employee. In no event shall the employee receive a rate in excess of Step E of the higher paid classification.

ARTICLE VIII. UNIFORM ALLOWANCE

The Uniform Allowance for regular full-time employees shall be Eight Hundred Fifty Dollars (\$850) for Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Police Clerks, Senior Police Clerks, Supervising Police Clerks, Animal Control Officers, Police Identification Technician, Supervising Property and Evidence Technician, Community Service Specialists, Crime Analysts, and Crime Prevention Specialist.

The Uniform Allowance shall be paid in equal amounts each pay period as earned.

Employees shall be given a three (3) month noticing period for uniform modifications.

Those employees who, as an existing practice, are provided uniforms from their department shall continue to receive such uniforms during the term of the agreement.

ARTICLE IX. TUITION REFUND PLAN

The Tuition Refund Plan established by the City July 1, 1971 was made available to employees of the ALE Representation Unit in lieu of previously discussed education incentive pay plan. An eligible employee may be reimbursed for seventy-five percent (75%) of the cost of tuition and books for educational courses related to the employee's work assignment which are attended during off-duty hours. In order to be eligible for tuition reimbursement, the employee must comply with the provisions outlined in Administrative Regulation No. 14 on Tuition Reimbursement.

ARTICLE X. LICENSES AND CERTIFICATIONS

The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head to be a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee.

Regulations and procedures covering course work for certifications are covered in the City of Livermore Personnel Rules and Regulations, Administrative Regulation 14, "Tuition Reimbursement" and Chapter 2, Article IX, Tuition Refund Plan of the MOU, except as follows. Reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Reimbursements will be effective for eligible employees employed by the City of Livermore for classes taken after April 30, 1995.

Commercial Drivers' License Pay

An employee working in a classification listed below, who holds a valid California Commercial Drivers' License (CDL), and who is required to maintain the CDL license, shall receive Thirty Five Dollars (\$35.00) per pay period. Such pay shall be in addition to payment made by the City for the cost of obtaining the license as provided above.

The classifications are: Electrician; Groundskeeper I, II, III & Supervising; Maintenance Trainee and Maintenance Worker I, II, & III; Mechanic; Senior Mechanic; Wastewater Collections Systems Trainee and Wastewater Collections Systems Worker I, II, & III; Water Distribution Operator Trainee, I, II, & III; Water Resources Coordinator; Water Resources Instrument Control Technician; Water Resources Mechanic I & II; and any other classification determined by the City to require a CDL.

Public Works Maintenance Division employees in positions with job classifications that do not require a commercial driver's license and who participate in the voluntary maintenance division standby program and maintain a commercial driver's license, and who may provide services associated with commercial driving to the City as part of the standby program, are to receive commercial driver's license (CDL) pay at \$35.00 per pay period in accordance with pay received by other City commercial drivers.

An employee whose license is suspended or revoked shall promptly notify their supervisor; in such an event, the above payment shall terminate effective the first day of the pay period after suspension or revocation. Payment shall be reinstated when the employee presents a valid California Commercial Drivers' License.

An employee in violation of Administrative Regulation #18 (Policy on Drug and Alcohol Pursuant to the Department of Transportation Regulations) and who is prohibited from performing safety-sensitive functions shall not receive payment for their CDL for the period of time they are unable to perform driving functions.

ARTICLE XI. DEFERRED COMPENSATION

Eligible employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees.

Effective April 1, 2019, the City will contribute up to \$75 per pay period (i.e. an additional \$25 per pay period) to each employee's deferred compensation account if the employee contributes at least an equal amount.

The contribution and matching amounts will be pro-rated for part-time employees.

ALE will have at least one representative and one alternate on the Deferred Compensation Committee established by the City.

ARTICLE XII. SUPPORT SERVICES TRAINING OFFICER PAY

Employees who are assigned by the Police Chief or designee as a Support Services Training Officer shall be paid Ninety Dollars (\$90.00) per pay period for each full pay period they remain so assigned.

ARTICLE XIII. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Community Service Specialists (assigned to the

Patrol Division), Water Resource Operators-Trainee, Water Resources Operators – Grade I, Water Resources Operators – Grade II, Water Resources Operators – Grade III, and Senior Water Resources Operators shall receive holiday-in-lieu pay. Holiday-in-lieu pay shall be paid each pay period. The amount of such pay shall be seven and one half percent (7.5%) of the employee's base hourly rate of pay in effect during the pay period.

ARTICLE XIV. SAFETY SHOES

Public Works Department employees that are required to wear safety shoes or boots, and employees in the Engineering Technician, Neighborhood Preservation Officer, and Building Inspector series who perform field work, shall receive an annual Safety Shoe Allowance of Two Hundred Dollars (\$200) per fiscal year; such allowance will be paid in July of each year.

New employees will receive a pro-rated Safety Shoe Allowance at the time they are hired. The amount they receive will be based on the number of months they will work until the next benefit is paid. If an employee is hired between the 1st and the 15th of the month, they would receive credit for that month. If an employee is hired after the 16th of the month, the benefit would start with the first of the next month.

The type of safety footwear will be determined within the safety standards established by the employee's department head or designee.

An employee, upon advance request to the supervisor, may be exempt from wearing such safety shoes. Any such exemption must be authorized by a supervisory representative of the employee's department, be based on the written advice of a medical doctor, or such other reason(s) as may be determined by the City, and not exceed a total of twenty (20) working days in any period of twelve (12) consecutive months.

ARTICLE XV. PRESCRIPTION SAFETY GLASSES

In accordance with the California Code of Administrative Regulation, subchapter 7, Group 2, Article 10, section 3382 (eye and face protection), employees working in locations where there is a risk of receiving eye injuries such as punctures, abrasions, contusions, or burns as a result of contact with flying particles, hazardous substances, projections, or injurious light rays (such as in a welding operation) which are inherent in the work environment, shall be eligible for reimbursement for safety prescription glasses in the amounts and frequency stated below.

An employee may be reimbursed up to \$150 per calendar year for the purchase of safety prescription glasses. Such safety glasses must meet the requirements set forth in the American National Standard, Practice for Occupational and Educational Eye and Face Protection, Z87.1-1989, and any other regulations that may be established regarding safety prescription glasses.

The decision of the Administrative Services Director in determining eligibility for prescription safety glasses shall be final and not subject to grievance or appeal.

ARTICLE XVI. BILINGUAL PAY

Employees who are certified by their Department Head and approved by the Administrative Services Director and who use one of the following languages at both the written and conversational level while performing their assigned duties shall receive Sixty Dollars (\$60.00) per pay period starting with the first pay period after their certification for as long as they remain certified.

Employees who are certified by their Department Head and approved by the Administrative Services Director who use one of the following languages at the conversational level while performing their assigned duties shall receive Thirty-Five Dollars (\$35.00) per pay period starting with the first pay period after their certification for as long as they remain certified.

Employees who received Bilingual Pay in the last pay period of March 2007 shall receive such pay at the written and conversational level (Sixty Dollars [\$60.00] per pay period) during the term of this agreement, as long as they remain certified. Employees are subject to periodic recertification as a condition of receiving Bilingual pay.

Bilingual pay shall apply to the following languages: Spanish, Vietnamese, Arabic (including Persian, Iranian and Farsi), Chinese, Cambodian, Sign Language, and other languages as determined by the Administrative Services Director.

ARTICLE XVII. SHIFT DIFFERENTIAL

Employees assigned to city facilities operating on a twenty-four hour, seven day a week schedule shall receive a shift differential of \$2.50 per hour for all hours worked on the shift for employees whose regular schedule requires that the employee work at least 4 hours between the hours of 4:00 p.m. and 6:00 a.m.

ARTICLE XVIII. SPECIAL EQUIPMENT OPERATORS PAY

Public Works Department employees assigned to operate a water tank truck, a street sweeper, a motor patrol grader, an aerial lift truck, a crane truck, a front end loader, a tractor, an asphalt grinder, a yard goat, a skid steer, a fork lift, a leaf loader, a back hoe, or a vehicle or combination of vehicles requiring a Commercial Driver's License in the performance of his/her job duties will receive Twelve Dollars (\$12.00) per day. Such pay shall be in addition to all other compensation and it will be paid provided that the employee is assigned to such equipment fifty percent (50%) or more of the employee's workday and does actually operate such equipment.

ARTICLE XIX. PAID LUNCH BREAK

Employees in the following classifications shall receive a 30 minute paid lunch break while working a regularly scheduled shift: Animal Control Officer, Community Service Specialist, Public Safety Dispatcher, Senior Public Safety Dispatcher, Supervising Public Safety Dispatcher, Senior Police Clerk, Supervising Police Clerk, Property and Evidence Specialist, Supervising Property and Evidence Specialist, WR Operator – Trainee, WR Operator – Grade I, WR Operator – Grade II, WR Operator – Grade III, WR Senior Operator, and WR Supervising Operator.

It is understood that such designated employees shall be required to remain on duty for the full number of hours of the work shift, including meal periods, if necessary, to respond to public service requirements. Meal periods for employees in the classifications designated above shall be considered as included within the hours of the scheduled work shift. As staffing levels permit, employees may leave their workstation while remaining on their facility or campus premises on a paid lunch break. Employees must immediately return to their workstation when called.

CHAPTER 3. LEAVES

ARTICLE I. VACATION

Eligible full-time employees shall accrue vacation as follows. Eligible part-time employees shall accrue a pro-rata amount based on their status as a three-quarter or half time budget allocation:

<u>Years of Service</u>	<u>Accrual Rate Per Pay Period</u>
First year*	3.10 hours
Second through fifth	4.62 hours
Sixth through tenth	5.23 hours
Eleventh through fifteenth	6.19 hours
Sixteenth through nineteenth	6.93 hours
Twentieth or more	7.40 hours

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second year accrual rate. An employee whose position requires a probationary period that exceeds twelve months shall be advanced to the second year rate upon completion of one year of service.

Vacation Accumulation

Employees may accumulate up to three hundred forty (340) hours of vacation. Accrual will terminate after employee accumulates the 340 maximum vacation hours.

Vacation Selection

During the term of this Memorandum of Understanding, the City shall meet and confer with ALE over any proposed change to the methodology by which ALE represented employees in 24/7 departments schedule vacations, including but not limited to any proposed change to the length of vacation allowed.

Vacation Cash Out

An employee may receive a cash payment for unused vacation hours provided the employee has used a minimum of forty (40) hours vacation leave during the twelve months preceding the cash out date, retains a minimum balance of forty (40) hours of vacation, and cashes out a minimum of forty (40) hours. Payments shall be made in June and December of each year. This paragraph shall sunset on December 31, 2021.

Effective January 1, 2022, all employees will be eligible to cash out up to eighty-five (85) hours of vacation semi-annually during the months of June and December each year. Employees must retain a minimum balance of forty (40) hours of vacation at the time of each cash out.

During the month of December each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure they have used the required number of hours and that the elected vacation hours to be cashed out are available at the time of each cash out. If an employee has not met the leave usage requirement or does not have enough vacation hours, the employee will not be eligible for vacation cash out during the year. The requirement to use vacation will sunset on December 31, 2021.

For vacation requested before the vacation cash out election date that was subsequently cancelled by the department after the vacation cash out election date, an employee may make a request to the City Manager

to transfer the vacation hours they would have used to their vacation bank if their vacation balance is above 240 hours.

The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

The City shall meet with ALE and explain, prior to suspension of the payout provision, if the City Manager intends to determine that a demonstrated fiscal crisis exists. This meeting shall not constitute formal meet and confer and impasse procedures do not apply.

ARTICLE II. PERSONAL LEAVE

Personal leave for eligible employees shall be credited and taken in accordance with the Personal Leave Policy governing personal leave days. Each payroll year eligible employees will be credited with personal leave as follows:

Sixteen (16) hours with an increase of eight (8) hours for each five (5) years of service to a maximum of 40 hours for each eligible employee whose position is budgeted for forty (40) hours per week.

Twelve (12) hours with an increase of six (6) hours for each five (5) years of service to a maximum of 30 hours for each eligible employee whose position is budgeted for thirty (30) hours but less than forty (40) hours per week.

Eight (8) hours with an increase of (4) hours for each five (5) years of service to a maximum of 20 hours for each eligible employee whose position is budgeted for twenty (20) hours but less than thirty (30) hours per week.

For employees hired after June 26, 2017, Personal leave shall be credited and taken in accordance with the Personal Leave Policy governing personal leave days. Each payroll year eligible employees will be credited with personal leave as follows:

Sixteen (16) hours for each eligible employee whose position is budgeted for forty (40) hours per week.

Twelve (12) hours for each eligible employee whose position is budgeted for thirty (30) hours but less than forty (40) hours per week.

Eight (8) hours for each eligible employee whose position is budgeted for twenty (20) hours but less than thirty (30) hours per week.

Employees not in a paid status at the beginning of the payroll year will not be credited with personal leave until their return to work.

ARTICLE III. SICK LEAVE

Sick leave accrual and usage shall be established by the City Personnel Rules and Regulations and as modified by the Master Memorandum of Understanding between ALE and the City.

ARTICLE IV. FAMILY ILLNESS

An employee may use sick leave for absences caused by the illness or injury of a member of the employee's immediate family (as defined below under Article VI Immediate Family) which requires the presence of the employee. For the purpose of this section, an employee may use up to one-half of their annual sick leave accrual.

ARTICLE V. FUNERAL LEAVE

In the event of a death in the immediate family (as defined below under Article VI. Immediate Family) of an employee, the employee shall, upon request, be granted time off, with pay, the equivalent of three (3) regularly scheduled workdays.

In the event of a death of an aunt or uncle of an employee, the employee shall, upon request, be allowed to use the equivalent of three (3) regularly scheduled workdays of sick leave.

When unusual circumstances exist, an extension may be granted upon recommendation of the employees' Department Head. Such extension may not exceed sixteen (16) additional sick leave hours.

At the request of the City, the employee will furnish a death certificate and proof of relationship.

ARTICLE VI. IMMEDIATE FAMILY

The immediate family is defined as the employee's spouse, parents of employee or spouse, or registered domestic partner, children, step-children who reside in the employee's household, brothers of employee or spouse, sisters of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, foster parent, foster child or relative living within the employee's household and registered domestic partner. An employee may register a domestic partner by meeting the requirements set forth in the City of Livermore Declaration of Domestic Partnership form. The form will be filed with Human Resources and kept in the employee's confidential medical file in Human Resources.

ARTICLE VII. PARENTAL LEAVE

Any employee who becomes a parent by adoption or foster care placement of a child or any employee who becomes a parent due to the birth of a child will be entitled to the use of up to one-half their annual sick leave accrual. Such leave will be in addition to and may be combined with that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE VIII. HOLIDAYS

Eligible employees shall be entitled to take all authorized holidays off with pay, or receive an in-lieu day off, or days pay when required to work on a scheduled work day, not to exceed eight (8) hours pay for any one (1) day and the appropriate pro-rata amount for part-time employees. If it is not feasible to grant an in-lieu day off, the employee shall be compensated eight (8) hours at the rate of one and one-half (1-1/2) times the employee's straight time rate of pay for any one (1) holiday. Part-time employees will be compensated the appropriate pro-rata amount based on eight (8) hours as full time.

When an employee is scheduled to and does work on a day observed as a holiday, the employee shall receive one and one half (1½) times pay or, in lieu thereof, compensatory time, as long as the hours worked on the holiday aren't required to be reported as Regular hours to CalPERS, for each hour and each one-tenth (1/10) part of an hour worked in addition to their regular pay for the holiday.

Part-time employees who are regularly scheduled to work eight (8) hours or more and are entitled to take an authorized holiday off, may elect to take time off without pay in lieu of using vacation or compensatory

time in order to supplement the hours required for that regularly scheduled work day. The intent of this exception is to allow the employee to minimize the use of vacation or compensatory time when accounting for hours on holidays. Should an employee elect to take time off without pay under this section, the employee will continue to receive all other benefits and compensation at their normal rates without interruption.

In order to be eligible for holiday time off or pay in lieu thereof, the employee must be in an approved pay status on both their scheduled workday immediately preceding and their scheduled workday immediately following the holiday.

The authorized holidays are:

- (1) New Year's Day
- (2) Martin Luther King, Jr. Day (third Monday of January)
- (3) President's Day (third Monday of February)
- (4) Memorial Day (last Monday of May)
- (5) Independence Day
- (6) Labor Day (first Monday of September)
- (7) Veteran's Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving Day
- (10) December Twenty-fourth (24th)
- (11) December Twenty-fifth (25th)
- (12) December Thirty-first (31st)

When a holiday listed above falls on a Saturday, the preceding Friday shall be considered the holiday, and when a holiday listed above falls on a Sunday, the following Monday shall be considered the holiday.

Exception:

When December 25 and January 1 fall on Saturday, Sunday or Monday, the December 24, 25, 31 and January 1 holidays shall be observed as follows:

When December 25 and January 1 fall on Saturday, the preceding Thursday and Friday shall be considered holidays.

When December 25 and January 1 fall on Sunday, the preceding Friday and the following Monday shall be considered holidays.

When December 25 and January 1 fall on Monday, that Monday and the preceding Friday shall be considered holidays.

ARTICLE IX. DONATION OF LEAVE TIME TO OTHER EMPLOYEES

This is a system whereby a member covered by this agreement may donate accumulated time off from compensatory time or vacation accruals to another member. The City shall limit such donations to situations where the reason of the donation of leave time is necessitated by the illness or injury of the recipient and who is threatened with loss of earnings due to the exhaustion of the recipients leave benefits.

All such donations shall only be used in those situations where the recipient member is expected to return to full duty. This agreement shall not prevent members from donating such time to City employees not covered by this agreement.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH, MEDICAL AND DENTAL CARE BENEFITS

Effective January 1, 2017, the City will provide a monthly contribution of One Thousand Nine Hundred Fifty Dollars (\$1,950.00) from which the employee may pay medical, dental, and/or vision premiums, or other costs for health care programs as the City shall establish revise, sponsor, or make available to all eligible employees. Contribution amounts are prorated for employees who work part-time.

If an employee requests to cancel/waive the City insurance coverage, the employee must present proof of medical, dental, and/or vision insurance coverage through another provider. Any employee requesting a waiver of medical, dental, and/or vision coverage will be required to meet all rules and conditions covering the administration of the health plans. An employee who has cancelled or waived insurance provided by the City and experiences a qualifying event, such as the loss of medical coverage through another provider, may be eligible to enroll in the City's insurance program as long as they meet the enrollment requirements.

Any unused portion of the City's contribution will be added as taxable income to the employee's earnings.

The City will meet with ALE representatives to discuss health insurance issues at least twice per year. Whenever possible, no less than thirty days before the scheduled open enrollment period, the City will provide written notice to ALE of any proposed changes to premiums, plan design, insurance carriers or other changes to the City's medical, dental, and other insurance benefits and/or carriers available to members. At ALE's request, the City will meet and discuss with ALE representatives any proposed changes to health, medical, dental, and other insurance programs including carriers or insurance broker(s), offered by the City to its members.

ARTICLE II. LIFE INSURANCE

Effective no later than 60 (sixty) days following adoption by the City Council, each eligible employee shall receive Sixty Thousand Dollars (\$60,000) of basic life insurance coverage paid for by the City under the provisions of the Life Insurance Program as established, administered, revised, sponsored, and made available to all eligible employees by the City.

Eligible enrolled employees may purchase supplemental life insurance starting at \$30,000 of coverage in increments of \$10,000 to the lesser of \$300,000 or five (5) times the employees base salary, pursuant to California law.

ARTICLE III. LONG TERM DISABILITY INSURANCE

The City will select, administer, revise, and sponsor a Long Term Disability Insurance program with a maximum monthly benefit of \$5,000 per month and make the program or plan available to all eligible employees. Effective sixty days following adoption by the City Council, the City shall contribute an amount not to exceed Forty-Two Dollars and Fifty Cents (\$42.50) per month per individual employee toward the monthly premium cost of enrolled employees, and in no event shall the City be obligated to contribute an amount in excess of the actual cost, if lesser, for an individual employee. If, during this

contract period, the LTD premium exceeds \$42.50 per month, the City will meet and confer with ALE to discuss how to address the increase.

ARTICLE IV. LONG TERM CARE INSURANCE

Effective January 1, 2008, the City will select, administer, revise and sponsor a voluntary long term care insurance program and make the plan available to eligible employees. The employee shall pay any and all required premiums for this plan. This program may be terminated at any time in the event that the plan fails to meet the minimum enrollment requirement established by the insurance carrier. The insurance carrier's rules regarding eligibility shall be applicable.

CHAPTER 5. RETIREMENT

ARTICLE I. PERS RETIREMENT PLAN

The City of Livermore contracted with the California State Employees' Retirement System for an employee's retirement plan effective January 1, 1952. The retirement plan is now titled California Public Employees' Retirement System (PERS), local miscellaneous member category. Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

<u>AMENDMENT</u>	<u>EFFECTIVE DATE</u>	<u>SUPERSEDED</u>
Three Year Final Compensation	July 1, 1967	June 18, 1990
1959 Survivor Benefits	July 1, 1967	June 18, 1990
Credit for Unused Sick Leave	November 22, 1978	
Third Level 1959 Survivor Benefits	June 18, 1990	March 25, 1999
One Year Final Compensation	June 18, 1990	
2% @ 55 Full Formula	June 26, 1995	October 3, 2003
Employer Paid Member Contribution (EPMC)	June 24, 1996	April 8, 2013
Fourth Level Survivor Benefit	March 25, 1999	
Death Benefit/Remarriage	March 25, 1999	
Military Service Credit	October 3, 2003	
2.7% @ 55 Full Formula	October 3, 2003	
2% @ 60 Full Formula	December 30, 2012	
2% @ 62 Full Formula	January 1, 2013	

Effective December 30, 2012, newly hired classic miscellaneous CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 2%@60 retirement formula with the Three Year Final Compensation provision. Such newly hired employees under this second tier will be responsible for the entire 7% (seven percent) employee paid member contribution.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to CalPERS, shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a retirement formula of 2%@62 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

ARTICLE II. RETIREE HEALTH BENEFIT

Eligibility Criteria

The following eligibility criteria will apply to ALE employees who retire on or after October 3, 2003. It shall not apply to any former employees who retired prior to October 3, 2003.

1. The employee must have retired within 120 days of their last day of employment with the City of Livermore, except in a case of a husband and wife who both work for the City (see "Husband and Wife Employees") and
2. The employee must have obtained a minimum of ten (10) years of service credit working for a CalPERS covered employer, which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by CalPERS and/or the employee's former employers at the time of retirement.

Industrial Disability Retirement

An employee who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled will be eligible for this benefit regardless of his or her length of service.

Husband and Wife Employees

If both husband and wife are employees of the City of Livermore, both must be retired before they become eligible for the retiree health benefit. The above described eligibility requirement of retirement within one hundred and twenty (120) days of employment with the City is applicable to only the second spouse to retire. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive the health benefit.

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the active Kaiser Plan A 2-Party Health Plan premium rate for an employee and one dependent. If the City institutes the CalPERS medical plan, the CalPERS Kaiser (CA) Bay Area Region premium rate for an employee and one dependent would replace the active Kaiser Plan A 2-Party rate. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

<u>CalPERS Years of Service</u>	<u>City's Contribution</u>
10	70% (effective 1/1/06)
15	80% (effective 1/1/06)
20	90% (effective 1/1/06)
25+	100%

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum amount that the retiree qualifies for based on the active Kaiser Plan A 2-Party premium rate for the employee plus one dependent and his or her years of service.

Effective for employees retiring after December 31, 2005 and before ratification of this Memorandum, the benefit amount for retiree health insurance shall not exceed the Kaiser Plan A 2-Party premium rate

for an active employee and one dependent or One Thousand Six Hundred Seventy Three Dollars (\$1,673.00) per month minus the dental premium for an active employee and one dependent enrolled in the base dental plan, whichever is less. The City will adjust the benefit amount of \$1,673 in January of each year by an amount equal to the increase, if any, in the Health Net PPO Family premium rate. The twelve month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted amount for all ALE positions.

Effective for employees retiring after ratification of this Memorandum and before January 1, 2017, the benefit amount for retiree health insurance shall not exceed the Kaiser Plan A 2-Party premium rate for an active employee and one dependent or One Thousand Five Hundred Eighty One Dollars (\$1,581.00) per month, whichever is less. The City will adjust the benefit amount of \$1,581 in January of each year by an amount equal to the increase, if any, in the Health Net PPO Family premium rate. The twelve month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted amount for all ALE positions.

Effective for employees retiring on or after January 1, 2017, the benefit amount for retiree health insurance shall be \$1,950 per month or the monthly health benefit contribution for active employees provided pursuant to Chapter 4, Article I, whichever is greater.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount for which the retiree qualifies.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

Administration

The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

Retirement Health Savings Account

Employees hired on or after April 1, 2007 shall not be eligible for the above Retiree Health Benefit set forth in Article II. An employee shall receive a retirement health savings account with a City contribution of four percent (4%) of the employee's base salary.

CHAPTER 6. MISCELLANEOUS

ARTICLE I. EMPLOYEE COMMITTEE

The City recognizes the establishment of an Employee's Committee to be comprised of seven (7) representatives from all classifications represented by ALE within the Police Department. No more than two (2) employees from the same classification will be allowed to serve on the committee at the same time. The representative(s) should be rotated, if possible, on a calendar year basis.

The committee shall be given the opportunity to meet no more than once each month with the Chief of Police to discuss departmental issues affecting the employees in the above listed classifications. The committee shall request the meeting at least one week in advance of the meeting and the request will be accompanied by an agenda listing and explaining the specific issue(s) to be discussed. No meeting will take place if no agenda, with at least one item for discussion, is presented with the meeting request. The Police Department agrees to release, with pay, all (7) of the committee members from work, if on duty, for a period not to exceed one and one-half (1½) hours for attendance at the scheduled meeting. The Chief of Police and the committee may mutually agree to discontinue this committee at such time as each agrees it is no longer necessary to meet and they may, upon mutual agreement, reconvene the committee.

In furtherance, to increase the communication within the Police Department, ALE shall notify the Chief of Police, at the beginning of each calendar year, of the name of its Police Department member who is designated to receive all proposed changes to the Police Department General Orders and Division Orders. This member will also attend department monthly staff meetings on behalf of ALE, with pay.

ARTICLE II. DISCIPLINARY ACTION

Section A

Disciplinary action shall be in accordance with Chapter 13 of the City's Personnel Rules and Regulations except as amended herein.

Section B

Disciplinary action in the form of suspension of more than five (5) days, a reduction in pay equal to more than a five (5) day suspension, a demotion, or termination of employment may be submitted for arbitration by ALE. Disciplinary actions submitted for arbitration under this provision shall be in lieu of an appeal to the City Manager pursuant to Personnel Rule 13.

Should the parties fail to agree on a neutral arbitrator, they shall request a list of seven (7) qualified arbitrators from the State of California Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. The party to strike the first name shall be determined by a coin toss.

The selected arbitrator shall conduct a hearing, make record of the hearing, and issue a final and binding decision which may be to uphold, modify or rescind the disciplinary action.

The cost of the arbitrator and all incidental costs (such as court reporter fees, transcription fees, etc.) shall be shared equally between the City and ALE.

Section C

A request to arbitrate a disciplinary action pursuant to Section B above shall be made in writing by ALE to the Administrative Services Director within ten (10) calendar days of the date of ALE's receipt of the "notice of discipline."

Section D

The individual issuing a "notice of intended discipline" requiring a "Skelly Meeting" (disciplinary actions of a suspension of more than five (5) days or reductions in pay equal to more than a five (5) day suspension, demotion or termination) shall not be appointed the "Skelly" meeting officer.

Section E

ALE shall be provided with a copy of the "notice of discipline" for a disciplinary action subject to arbitration as set forth in Section B above, and for a disciplinary action that may be appealed to the City Manager as set forth in Personnel Rule 13.03

ARTICLE III. EMPLOYEE PERFORMANCE EVALUATIONS

Annual step salary increases shall not be denied or delayed due to lack of a performance evaluation. Performance of duties in a higher paid classification shall not adversely affect an employee's performance evaluation.

ARTICLE IV. WORK SCHEDULES

Employees in the Dispatch Unit and Community Service Specialists who work a 4/11 shift schedule have a regular work schedule that shall consist of an average of 2,080 hours per year. The 4/11 shift schedule requires that employees work an additional seventy-two (72) hours per year to meet the 2,080 hours worked per year requirement.

In order to meet the seventy-two (72) hour requirement, twenty (20) hours will be scheduled as continuous professional training and fifty-two (52) hours will be scheduled as additional training, public appearances, special events staffing or to cover staffing needs of the Police Department.

An employee may elect by January 15 of each year to apply up to eight (8) hours of available accrued vacation, compensation time, or personal leave toward meeting the seventy-two (72) hour requirement. The City will notify employees of the leave election options and selection deadline by December 1 of each year. If a so notified employee does not make a leave election by January 15, the default election will be for the employee to work the fifty-two (52) hours. New employees will be required to work the additional hours needed based on the employees hire date.

The tracking period for the additional hours worked per year is based on the payroll calendar year. Hours will be pro-rated for part-time employees.

ARTICLE V. FATIGUE RECOVERY TIME

An employee who has worked sixteen (16) or more hours within a twenty-four (24) hour period and/or has worked on call-back within six (6) hours of the scheduled start time of his/her next regular shift and feels he/she cannot work safely because of fatigue shall notify his/her supervisory immediately. The employee will be provided with a maximum of eight (8) consecutive hours of rest time, based on the requested rest time election of the employee, between the time the employee leaves the work site to when he/she reports back to work, subject to the following conditions.

An employee called to report within three hours of his/her regular starting time will not be provided rest time under this provision unless, at the time he/she is called to report, either (a) the employee already has worked on call-back within six (6) hours of the scheduled start time of his/her next regular shift, or (b) the employee has worked sixteen (16) or more hours within a twenty-four (24) hour period.

An employee who requests rest time under this provision may elect to take accrued personal, vacation, and/or CTO leave for any portion of the up to eight (8) hours of rest that falls within the employee's next scheduled work shift.

For rest break and meal period purposes, the work day of an employee returning from rest time under this provision will be deemed to have started upon the employee's return to work, and employee's quit time will be the same as if he/she had reported for work at his/her normal start time.

The City may suspend providing rest time under this provision for the duration of an emergency declared by the City Council.

CHAPTER 7. AGENCY SECURITY

ARTICLE I. REPRESENTATION

City employees who are official representatives of ALE will be given reasonable time off with pay and benefits during their regularly scheduled work hours to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose will be reasonable and shall not interfere with the performance of City services as determined by the employee's department head.

ALE may select six (6) representatives from its general membership or Board members to engage in investigating and assisting employees in the resolution of grievances. Additionally, ALE may select up to six (6) representatives from its general membership or Board members to engage in negotiations with City representatives.

ALE shall promptly advise the Administrative Services Director in writing of the names of the representatives. Except in emergency situations, each employee will submit a written request for time off to their department head or designee, at least three (3) working days prior to scheduled meetings. Supervising employees shall not represent non-supervising employees who are in the supervisor's line of supervisory responsibility in regards to disciplinary matters in grievance procedures.

ARTICLE II. MEETING FACILITIES

ALE is allowed to reserve City meeting and conference rooms for use during lunch periods and other non-working hours. Use of such meeting places will be made available in conformity with City rules and are subject to the limitations of prior commitments.

ARTICLE III. BULLETIN BOARDS

ALE will be allowed reasonable access to City bulletin boards for the purpose of posting, transmitting, or distributing notices or announcements regarding ALE membership meetings, results of elections, reports of minutes of ALE meetings, social events, and recreational events. Any other materials must be submitted to the Administrative Services Director or designee for approval five (5) working days prior to the requested posting date. All posted materials must be dated, and unless special arrangements are made, ALE will remove all posted materials, thirty-one (31) calendar days after the publication date.

ARTICLE IV. CLASSIFICATION SPECIFICATIONS

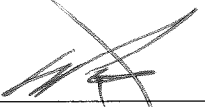
The City agrees to provide ALE an opportunity to review new and revised classification specifications seven (7) working days prior to finalization by Human Resources.

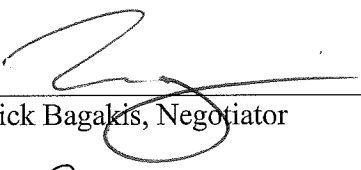
ARTICLE V. NO DISCRIMINATION

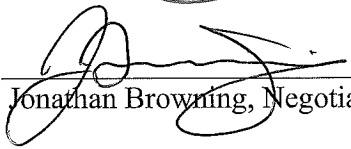
ALE shall not discriminate on the basis of race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, physical or mental disability, marital status or political opinion or affiliation for ALE activity to the extent prohibited by applicable State and Federal Law. The City will not discriminate against an employee for engaging in ALE membership or activity to the extent prohibited by applicable State and Federal law.

Executed this 20th day of October, 2021, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives
City of Livermore
Association of Livermore Employees

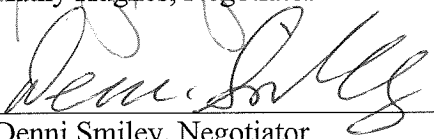
By 
Michael Pato, President

By 
Nick Bagakis, Negotiator

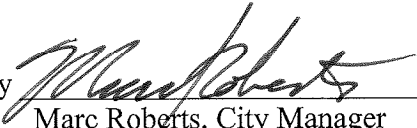
By 
Jonathan Browning, Negotiator

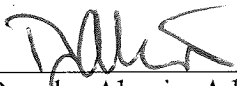
By 
Renea Dawes, Negotiator

By 
Kathy Hughes, Negotiator

By 
Denni Smiley, Negotiator

Employer Representative

By 
Marc Roberts, City Manager

By 
Douglas Alessio, Admin. Services Dir.

SIDE LETTER AGREEMENT
BETWEEN
ASSOCIATION OF LIVERMORE EMPLOYEES
AND
CITY OF LIVERMORE

The City of Livermore ("City") and the Association of Livermore Employees ("ALE") hereby agree as follows:

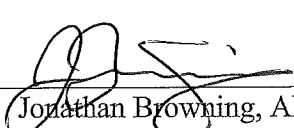
1. In the event the monthly premium for employees enrolled in the Kaiser Account Based Health family plan increases to an amount in excess of \$1,950 per month, the City will pay the Kaiser Account Based Health family plan premium amount above the \$1,950 for those employees only. This provision will expire on September 30, 2025.
2. Any dispute between the Parties will be resolved pursuant to the grievance procedure identified in the current MOU.
3. This Side Letter agreement is not intended to supplant or modify any terms or conditions of the existing MOU other than those referenced herein. In the event of a conflict between this Agreement and the MOU, the more specific terms shall control.

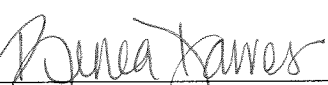
Executed this 20th day of October, 2021.

Employee Representatives
Association of Livermore Employees

By 
Mike Pato, ALE President

By 
Nick Bagakis, ALE Negotiator

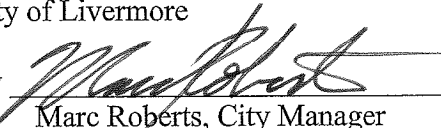
By 
Jonathan Browning, ALE Negotiator

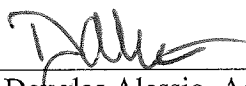
By 
Renea Dawes, ALE Negotiator

By 
Kathy Hughes, ALE Negotiator

By 
Denni Smiley, ALE Negotiator

Employer Representative
City of Livermore

By 
Marc Roberts, City Manager

By 
Douglas Alessio, Admin. Services
Director

SIDE LETTER AGREEMENT
BETWEEN
ASSOCIATION OF LIVERMORE EMPLOYEES
CITY OF LIVERMORE
AND
REGARDING WORK
SCHEDULES IN THE
DISPATCH UNIT

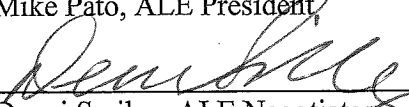
The City of Livermore and the Association of Livermore Employees have agreed that, for purposes of compliance with Chapter 6, Article IV, the practice for switching schedule sides implemented by the City in the Dispatch Unit during the 2017-2021 Memorandum of Understanding shall be maintained in the Dispatch Unit during the term of the 2021-2025 MOU. If there is a need to change the current practice for switching schedule sides, the parties will Meet and Confer.

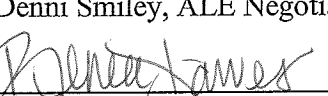
The schedules of employees switching sides will be set as shown in Attachment A.

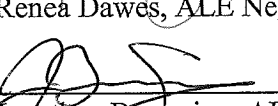
Executed this 20th Day of October, 2021

Employee Representatives
Association of Livermore Employees

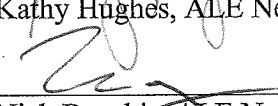
By 
Mike Pato, ALE President

By 
Denni Smiley, ALE Negotiator

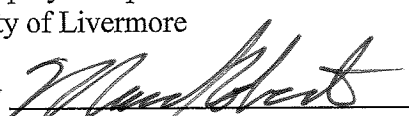
By 
Renea Dawes, ALE Negotiator

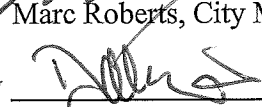
By 
Jonathan Browning, ALE Negotiator

By 
Kathy Hughes, ALE Negotiator

By 
Nick Bagakis, ALE Negotiator

Employer Representatives
City of Livermore

By 
Marc Roberts, City Manager

By 
Douglas Alessio, Administrative
Services Director

Attachment A

Dispatcher schedules when changing Teams				
	Change from A to B Team		Change from B to A Team	
	Day 1	11	Day 1	
	Day 2	11	Day 2	
	Day 3	11	Day 3	
	Day 4	11	Day 4	
	Day 5		Day 5	11
	Day 6		Day 6	11
	Day 7		Day 7	11
	Day 8		Day 8	11
	Day 9	11	Day 9	
	Day 10	11	Day 10	
	Day 11	11	Day 11	
	Day 12	11	Day 12	
Shift Change	Day 13		Day 13	11
	Day 14		Day 14	11
	Day 15	11	Day 15	
	Day 16	11	Day 16	
	Day 17		Day 17	11
	Day 18		Day 18	11
	Day 19		Day 19	11
	Day 20		Day 20	11
	Day 21	11	Day 21	
	Day 22	11	Day 22	
	Day 23	11	Day 23	
	Day 24	11	Day 24	

SIDE LETTER AGREEMENT
BETWEEN

ASSOCIATION OF LIVERMORE EMPLOYEES
AND
CITY OF LIVERMORE

During the 2021 negotiations, the Association of Livermore Employees (ALE) requested a 0.5% equity adjustment each year of the MOU (2% total) for every unit classification. The ALE Proposal was made citing a unit prepared study of base compensation and using Alameda County and three special districts to calculate job matches and market variance. The City of Livermore (City) prepared and presented a total compensation study in relation to the 2018, Council adopted, Compensation Policy (Compensation Policy) using 22 representative, benchmark classes.

The parties reviewed all compensation data and study findings presented during multiple bargaining sessions and at a special meeting attended by assigned compensation specialists representing both parties. No decision was reached during these sessions. Ultimately, parties agreed that additional market-based information was required to determine if an ALE classification requires a market-based equity adjustment.

The classes will be studied in accordance with the terms of the 2018, Council adopted, Compensation Policy using compensation and benefit data from Antioch, Brentwood, Fremont, Hayward, Manteca, Pleasanton, San Leandro, Tracy, and Union City. Maximum base salaries will be combined with CalPERS EE Cost (Tier 2), CalPERS EE paid ER contribution, Social Security Employee Cost, Cafeteria, Medical, Dental, Vision, Retiree Medical (RHS), Retiree Medical (RHS) ER Cost and Deferred Comp./401a/VEBA-ER Cost benefits. When a minimum of four market matches are found, the variance to the market mean and median will be calculated and reported.

Administrative Accounting Technician

Administrative Technician

Purchasing Specialist

Public Safety Dispatcher Supervising

Crime Analyst

Facilities Maintenance Worker I (scheduled for internal only study/comparison)

Facilities Maintenance Worker II (scheduled for internal only study/comparison)

Facilities Maintenance Worker Senior (scheduled for internal only study/comparison)

Facilities Maintenance Worker Supervising (scheduled for internal only study/comparison)

Groundskeeper Supervising

Information Technology Technician

Information Technology Technician Senior

Traffic Signal Technician (scheduled for internal only study/comparison)

Traffic Signal Technician, Senior (based on results of the internal study for Traffic Signal Tech.)

GIS Specialist

The following classes will be studied using compensation and benefit data from Antioch, Brentwood, Fremont, Hayward, Manteca, Pleasanton, San Leandro, Tracy, Union City Dublin San Ramon Services District, Oro Loma Sanitary District and Union Sanitary District. Maximum base salaries will be combined with CalPERS EE Cost (Tier 2), CalPERS EE paid ER contribution, Social Security

Employee Cost, Cafeteria, Medical, Dental, Vision, Retiree Medical (RHS), Retiree Medical (RHS) ER Cost and Deferred Comp./401a/VEBA-ER Cost benefits. When a minimum of four market matches are found, the variance to the market mean and median will be calculated and reported.

Electrician

Fleet Service Worker

Wastewater Collections Systems Worker I

Wastewater Collections Systems Worker II

Wastewater Collections Systems Worker III

Water Distribution Operator II

Water Distribution Operator III

Water Distribution Senior Operator

Water Distribution Supervising Operator

Water Resource Instrument Control Technician

Water Resource Coordinator

Water Resource Source Control Inspector

Water Resource Laboratory Technician

The parties agree that they will form an advisory group with an equal number of assigned members (up to 6 each), using the Compensation Policy to further study the ALE classifications listed above. The assigned advisory group will prepare and present all study findings, highlighting total compensation market variances that are equal to or greater than 5% of the market mean. In accordance with the Personnel Rules, Chapter 10 – Compensation, the findings will be presented to the Administrative Services Director for consideration. The Administrative Services Director will determine classes that will be recommended to the City Manager and City Council for market-based equity adjustments. The cost maximum for market-based equity adjustments as a result of this advisory group expanded study will not exceed \$290,000 (ongoing cost) for all classes studied. Council approved adjustments/amendments to the salary plan will be made no later than the first full pay period for the 2022-23 fiscal year. Compensation and benefit information in force at the time of the study will be used to calculate market position.

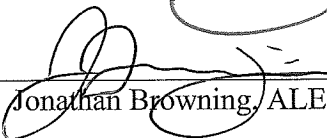
This expanded study methodology will not establish a precedent for additional or future year compensation studies, which are typically based upon benchmark classes. All decisions made by the City Council will be final.

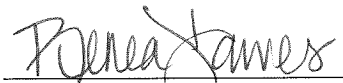
Executed this 20th day of October, 2021.

Employee Representatives
Association of Livermore Employees

By 
Mike Pato, ALE President

By 
Nick Bagakis, ALE Negotiator

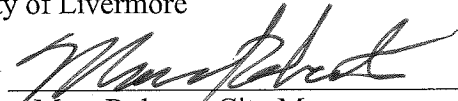
By 
Jonathan Browning, ALE Negotiator

By 
Renea Dawes, ALE Negotiator

By 
Kathy Hughes, ALE Negotiator

By 
Denni Smiley, ALE Negotiator

Employer Representative
City of Livermore

By 
Marc Roberts, City Manager

By 
Douglas Alessio, Admin. Services Director