MASTER

M E M O R A N D U M O F U N D E R S T A N D I N G

on

WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

LIVERMORE MANAGEMENT GROUP

and

CITY OF LIVERMORE

TERM OF AGREEMENT

September 1, 2011 through August 31, 2014

TABLE OF CONTENTS

CHAPTER 1. ADMINISTRATIVE

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 1
ARTICLE III. SUPERVISORY DIFFERENTIAL PAY ..... Page 2
ARTICLE IV. SPECIAL MERIT AWARD PROGRAM ..... Page 3
ARTICLE V. UNIFORM ALLOWANCE ..... Page 3
ARTICLE VI. TUITION REIMBURSEMENT PLAN ..... Page 3
ARTICLE VII. DEFERRED COMPENSATION ..... Page 3
ARTICLE VIII. EMPLOYEE PERS CONTRIBUTION ..... Page 3
ARTICLE IX. EMPLOYEE PROFESSIONAL CERTIFICATIONS, LICENSES, AND MEMBERSHIP IN ORGANIZATIONS ..... Page 3
ARTICLE X. ACTING PAY ..... Page 4
ARTICLE XI. SPECIAL PROJECT PAY ..... Page 4
ARTICLE XII. BILINGUAL PAY ..... Page 5

CHAPTER 3. LEAVES

ARTICLE I. VACATION ..... Page 5
ARTICLE II. PARENTAL LEAVE ..... Page 5
ARTICLE III. BEREAVEMENT LEAVE ..... Page 6
ARTICLE IV. ADMINISTRATIVE LEAVE ..... Page 6
ARTICLE V. HOLIDAYS ..... Page 7

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. GENERAL ..... Page 7

ARTICLE II. LIFE INSURANCE ..... Page 7

ARTICLE III. LONG TERM DISABILITY INSURANCE ..... Page 7

ARTICLE IV. RETIREE HEALTH BENEFIT ..... Page 8

ARTICLE V. HEALTH AND FITNESS ..... Page 10

ARTICLE VI. LONG TERM CARE ..... Page 10

ARTICLE VII. RHSA/VEBA ..... Page 10

CHAPTER 5. RETIREMENT

ARTICLE I. PERS RETIREMENT PLAN ..... Page 10

CHAPTER 6. MISCELLANEOUS

ARTICLE I. APPLICABILITY OF PERSONNEL RULES AND REGULATIONS AND CITY POLICIES ..... Page 11

ARTICLE II. PART-TIME EMPLOYEES ..... Page 11

ARTICLE III. ECONOMIC UNCERTAINITY ..... Page 11

CHAPTER 1. ADMINISTRATIVE

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 CITY OF LIVERMORE MANAGEMENT GROUP hereinafter referred to as "MANAGEMENT GROUP" 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

CITY OF LIVERMORE MANAGEMENT GROUP is the formally recognized employee organization for the middle managers. The City Manager or a designated representative is the representative of the City of Livermore in employer-employee relations matters.

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 September 1, 2011 and ending August 31, 2014.

ARTICLE V. TERMS OF UNDERSTANDING

It is mutually recommended that the modifications shown in this Memorandum of 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 CITY OF LIVERMORE MANAGEMENT GROUP for the period September 1, 2011 through August 31, 2014.

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

Salaries shall be set according to the classifications and to the salary pay range assigned to each of those classifications listed in Appendix "A" attached hereto.

ARTICLE II. OVERTIME COMPENSATION

For managers deemed to be FLSA non-exempt employees, overtime will be paid in accordance with the Fair Labor Standards Act (FLSA). Non-exempt employees are not eligible for Administrative Leave.

ARTICLE III. SUPERVISORY DIFFERENTIAL PAY

It shall be the policy of the City to recognize supervisory responsibilities of management employees by providing a differential in base salary between the supervising management employee and the subordinate employee(s). The minimum amount of differential to be paid to the management employee shall be:

10% above a non-management subordinate
7.5% above a management subordinate

Procedures and Conditions

The differential will only be applied when there is a direct and immediate departmental supervisory relationship. The City Manager shall be the final determiner of the supervisory relationship and in other than department head positions the department head shall be responsible for recommending to the City Manager the supervisory relationships within the department.

Approval

Differential adjustments shall not be made without the City Manager's approval. The City Manager may withhold or reduce an adjustment when, in the City Manager's opinion, the employee's level of performance is less than satisfactory or there are insufficient funds available.

Determination of Amount

The amount of differential shall be based on the actual dollars of the subordinate employee's base salary, not on salary ranges.

Effective Date of Adjustment

The differential adjustment in the supervisor's salary shall be effective on the first day of the pay period concurrent with or immediately following the effective date of the subordinate employee's increase in base salary.

Effect of Differential Adjustment on Next Salary Increase

When the salary of a management employee is adjusted in recognition of a supervisory differential, the amount of that adjustment will not be considered as part of base salary when calculating any increase in the employee's base salary.

Multiple Position Supervisory Classification

If a supervisory classification has more than one allocated position and more than one rate of base salary for incumbent employees due to time in class or other reason, the supervisory differential adjustment shall be determined solely on the basis of the individual difference between subordinate and supervisor base salaries.

Temporary Assignments

Temporary or acting assignments will be considered as separate actions and shall not be cause for differential adjustments based upon supervisor relationships.

Probationary Employee

In setting or adjusting the salary of a probationary management employee, the City Manager shall determine in each individual case how much, if any, of the minimum differential will be applied.

ARTICLE IV. SPECIAL MERIT AWARD PROGRAM

All management employees will be eligible to participate in the Special Merit Award program as defined in Administrative Regulation 15 dated October 25, 1995 and as amended on April 7, 2003.

ARTICLE V. UNIFORM ALLOWANCE

An annual uniform allowance will be paid to eligible employees in the following classifications who are required to obtain, maintain, and wear a uniform as follows:

Police Building and Facilities Manager - The annual uniform allowance shall be $600.

Eligible employees who enter service will receive an advance of the prorated amount of uniform allowance after beginning employment. Eligible employees who take a service retirement from the City receive a pro-rated uniform allowance for each calendar month of service completed during the uniform allowance year of October through September. Other eligible employees leaving the City service or the management group, regardless of the reason, are not entitled to receive a pro-rata uniform allowance.

ARTICLE VI. TUITION REIMBURSEMENT PLAN

All management employees are eligible to participate in the tuition reimbursement plan as defined in the Personnel Rules and Regulations of the City and detailed in Administrative Regulation 14 dated July 18, 1994, Tuition Reimbursement. Reimbursement shall be paid at a rate of 75% of verified costs for books and tuition except as outlined in Article IX below and is subject to the availability of funds as determined by the City Manager.

ARTICLE VII. 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.

ARTICLE VIII. EMPLOYEE PERS CONTRIBUTION

Non-Safety Members: Effective on the first full pay period date on or after January 1, 2012 employees shall contribute an additional three percent (3%) of the required eight percent (8%) employee contribution. Such contribution shall be on a pre-tax basis. Effective on the first full pay period date on or after January 1, 2013 employees shall pick up the remaining 2% for a total of 8% of the employee contribution.

Effective with the pay period beginning December 25, 1995, the City agreed to report Employer Paid Membership Contributions as special compensation to PERS.

ARTICLE IX. EMPLOYEE PROFESSIONAL CERTIFICATIONS, LICENSES, AND MEMBERSHIP IN ORGANIZATIONS

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. Should an employee leave the employment of the City of Livermore, he/she shall proportionately reimburse the City for any time remaining in the certification period.

Regulations and procedures covering course work for certifications are covered in the City of Livermore Personnel Rules and Regulations and Administrative Regulation 14, “Tuition Reimbursement” 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.

Professional Memberships: Professional memberships required as part of the employee's professional licensure or certification as verified by the department head shall be reimbursed at 100%. City reimbursement for professional memberships not so required will be considered as part of the budgetary process, subject to the City Manager's determination.

ARTICLE X. ACTING PAY

Eligibility. An employee assigned to perform substantially the duties of a higher job classification as determined by the department head (or the City Manager, in the absence of the department head) for at least five (5) calendar days, shall receive acting pay as follows.

Effective Date. Effective the 6th calendar day from the commencement of the assignment, the employee shall receive acting pay retroactive to the date the employee was assigned to such duties. The City Manager may make an exception in a situation in which s/he has knowledge that the assignment will last six calendar days or more. Retroactivity will be paid in a lump sum payment as soon as administratively possible.

Rate of Pay. An employee who qualifies for Acting Pay as described above in "Eligibility" and "Effective Date," shall be paid the starting rate of salary established for the salary range of the temporary assignment. An exception to this will be made if this salary rate is less than 5% over the employee's current base salary rate. In that circumstance, the employee will receive the amount within the range that represents a 5% increase over the employee's current base salary rate. Additional, the employee will receive no less than 2.5% over the highest compensated employee supervised. In no event shall the rate paid exceed the top step of the assigned classification. If an employee is assigned to an acting assignment for 12 months, the department head or City Manger as outlined above in "Eligibility" may provide an additional increase of up to 7% or the maximum of the range, whichever is less.

ARTICLE XI. SPECIAL PROJECT PAY

Eligibility. An employee assigned to perform management duties by the City Manager to facilitate the completion of a project requiring skills and knowledge greater than those of the employee's normal duties for a period of at least 30 calendar days, shall receive Special Project Pay.

Effective Date. Effective the 30th calendar day from commencement of the special project assignment, the employee shall receive Special Project Pay retroactive to the date the employee was assigned to such duties. The City Manager may make an exception in a situation in which s/he has knowledge that the assignment will last 30 calendar days or more. Retroactivity will be paid in a lump sum payment as soon as administratively possible.

Rate of Pay. An employee who qualifies for Special Project Pay described in "Eligibility" and "Effective Date," shall be paid 5% - 7% over the employee's current salary as determined by the City Manager. An exception will be made if the project includes full supervision of other employees. In such a situation, the employee will be paid the 5% - 7% referenced above plus an additional percentage as necessary to ensure that the Special Project Pay reflects a differential of 2.5% over the highest compensated position supervised. If an employee performs in a special project assignment for 12 months, the City Manager may provide an additional increase of up to 7% effective the beginning of the 13th month.

ARTICLE XII. BILINGUAL PAY

Employees who are certified by the department head and approved by the City Manager and who utilize one of the following languages while performing their assigned duties shall receive Fifty Dollars ($50.00) for each pay period starting with the first pay period after their certification and for as long as they remain certified.

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

CHAPTER 3. LEAVES

ARTICLE I. VACATION

Full-time employees shall accrue vacation as follows:

Years of Service	Accrual Rate Per Pay Period
First year*	3.1 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	7.4 hours

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second year accrual rate.

Vacation Accumulation

Employees may accumulate up to three hundred and twenty (320) hours of vacation. Employee vacation accruals shall be suspended after reaching 320 maximum hours until employee is below the 320 hours maximum vacation hours accrual. Employees are responsible for monitoring their respective accruals.

Vacation Cash Out

All employees will be eligible to cash out 60 hours of vacation annually during the months of June and December each year. The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

ARTICLE II. PARENTAL LEAVE

Any full-time employee who becomes a parent by adoption or any male employee who becomes a father due to the birth of a child may use 32 hours of sick leave to be with the child. 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 III. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed twenty-four (24) hours for full-time employees. The immediate family shall be defined as follows:

> Spouse, children of the employee or of the employee's spouse, or other relative residing with the employee or receiving full support or subsistence from the employee, mother, father, brother, sister, grandchild, grandparent, father-in-law, and mother-in-law 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.

In the event of the death of an employee's non-immediate family, an employee may use up to twenty-four (24) hours of accumulated sick leave. The non-immediate family shall be defined as follows:

> Sister-in-law and brother-in-law

When unusual circumstances exist such as out-of-state travel, employee responsible for funeral arrangements, etc., an extension may be granted upon recommendation of the employee's department head and approval of the City Manager. Such extension may not exceed 16 additional sick leave hours.

Bereavement leave applies only in instances which the employee attends the funeral or is required to make funeral arrangements.

ARTICLE IV. ADMINISTRATIVE LEAVE

Each payroll year in recognition of the fact that management employees are to observe their regular work schedule and perform any further hours needed to satisfactorily execute the duties and responsibilities of their positions, an annual base of eighty (80) hours of administrative leave will be allotted to all managers except as outlined in Chapter 2, Article II. Additional management leave up to a maximum of one hundred twelve (112) hours may be allotted as determined by the City Manager. Part-time employees will receive a pro-rate number of hours.

In addition to an employee's base administrative leave established by the City Manager, at the beginning of each payroll calendar year each eligible employee will receive additional administrative leave as follows:

> Full-time employees: Sixteen (16) hours for each five (5) years of service to a maximum of forty eight (48) hours for each employee whose position is budgeted for forty (40) hours per week.
>
> Three-quarter time employees: Twelve (12) hours for each five (5) years of service to a maximum of thirty-six (36) hours for each employee whose position is budgeted for a minimum of thirty (30) hours but less than forty (40) hours per week.
>
> Half-time employees: Eight (8) hours for each five (5) years of service to a maximum of twenty-four (24) hours for each employee whose position is budgeted for a minimum of twenty (20) hours but less than thirty (30) hours per week.

Administrative leave allotments and the conditions for its use are administered by the City Manager.

Following a joint City and Management Group review, the parties agree to meet and confer on possible revisions to the Administrative Leave Program commencing September 2012.

ARTICLE V. HOLIDAYS

Holiday provisions are governed by the City of Livermore Personnel Rules & Regulations except as follows:

All managers: Employees shall be allowed to take authorized holidays off with pay or an in-lieu day off with pay if required to work under a schedule established or approved in advance by the Department Head. The City's interpretation of the Fair Labor Standards Act provides that a holiday shall consist of the number of hours regularly scheduled for the date on which the holiday is observed. If this interpretation changes, the City will meet and confer about the impact of any change on the reporting of holidays. 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 workday immediately following the holiday.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. GENERAL

The City will provide a monthly contribution from which the employee may pay health, dental, additional and/or supplemental life insurance premiums.

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

The City will contribute on the behalf of each full-time employee $1,592 per month as its monthly contribution. This amount will be prorated for employees who are scheduled to work less than full-time.

Effective January 1, 2012 and each January 1st during the term of this agreement, the City shall increase the monthly contribution it will pay toward the monthly premium costs for employees by an amount equal to one percent (1%) of the annual base salary budgeted for all Management Group positions. Said increase will be effective for the payment of January premiums.

ARTICLE II. LIFE INSURANCE

Eligible employees shall receive One Hundred Thousand dollars ($100,000) of basic life insurance coverage under the provisions of the Life Insurance Program as established, administered, revised, sponsored, and made available to all eligible employees by the City. The City shall pay any and all premiums for this coverage.

Eligible enrolled employees may purchase additional and supplemental life insurance amounts.

ARTICLE III. LONG TERM DISABILITY INSURANCE

The City will select, administer, revise and sponsor a Long Term Disability Insurance program and make the program or plan available to all eligible employees. The City shall pay any and all premiums for this plan.

The plan shall provide a monthly benefit of 60% of base monthly earnings up to a benefit maximum of $6,000/month.

ARTICLE IV. RETIREE HEALTH BENEFIT

The City shall provide the following retirement health benefit:

1. An employee hired into a Management Group position on or after February 1, 2006 shall be enrolled in a Retirement Health Savings plan administered by a third party administrator selected by the City. The City shall contribute four percent (4%) of the employee's base salary into their retirement health savings account. An employee may make additional elective contributions into their retirement health savings plan in accordance with the provisions governing the plan.

2. An employee employed by the City prior to February 1, 2006 and who is promoted on or after February 1, 2006 into a position represented by the Management Group shall retain the retirement health benefits to which they earned, and were entitled to receive pursuant to City rules and regulations or any other administrative provisions utilized by the City to determine an employee's entitlement to retiree health care benefits. For example, if an employee prior to promotion is vested in the City's retirement health benefit system under the terms of a labor agreement for their former position, the promoted employee would receive the retirement health insurance benefits from their former position and would not be subject to the conditions listed in section (1) of this Agreement. In said example, CalPERS service credit earned during employment in the promoted position would be combined with the time served in their previous position to determine the level of the retirement health benefits earned at retirement.

   a. An employee who is promoted into a Management Group position after February 1, 2006, who has not vested in their retirement health benefit in their previous City position shall receive the retirement health benefits listed in section (1) of this Agreement, subject to satisfying any and all required administrative restrictions.

3. Management Group members employed by the City on or before February 1, 2006 may elect to voluntarily enroll in a retirement health savings account provided by the City with no City contribution. Participation shall be in accordance with the rules and regulations governing the operation of the plan.

4. Management Group members employed by the City on or before January 31, 2006 and Management Group members who retired after September 25, 2000 shall receive a retirement health benefits as described below. Temporary employment with the City does not qualify toward this benefit. In addition, any employee who separated service from the City and is rehired or reinstated to a Management Group position after January 31, 2006 shall be deemed a new employee whose service began upon the date of rehire or reinstatement.

   a. 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

   b. 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 PERS and/or the employee's former employers at the time of retirement.

c. Industrial Disability Retirement
A member employed by the City on or before January 31, 2006 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.

d. Husband and Wife Employees
If both husband and wife are Management Group members of the City of Livermore on or before January 31, 2006, and eligible for the retiree health benefit, both must be retired before they would be eligible for the retiree benefit. The 120 day retirement requirement will apply when the second spouse retires. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive a benefit.

e. Reimbursement Amount
The percentage used to calculate the monthly reimbursement amount will be based on the percentage schedule listed below and the Kaiser A Plan premium rate for an active employee and one dependent (two-party premium 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.

CALPERS Years of Service	City's Contribution
10	75%
15	80%
20	90%
25+	100%

f. 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 the retiree qualifies for based on section (e) above.

g. 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.

h. 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.

i. Special Opt-out Provision
A Management Group member may elect to waive their eligibility for a retirement health benefit pursuant to section 4 of this article by completing the required waiver form. An employee electing to waive their eligibility for a retirement health benefit will receive a retirement health savings account with the employer contribution of four percent (4%) as specified in section one (1) above. An employee electing to opt-out of the retirement health insurance benefit and electing to receive a retirement health saving account will receive a taxable payment equal to five percent of their base annual salary. Such payment will be made in two equal installments –

the first payment made on December 15, 2006 and the second payment made on December 14, 2007 providing that the employee remains employed by the City for 12 months after execution of the agreement. If the employee who opts out of the retiree health benefit leaves City employment prior to the payment of the second installment, they forfeit the second installment. This special opt out provision is a "one-time" only event; an employee electing to opt out must execute a wavier no later than November 30, 2006. The employee's decision to opt-out of the retirement health benefit is irrevocable.

ARTICLE V. HEALTH AND FITNESS

The City shall reimburse employees the cost of the monthly dues charged by a health/fitness club of the employee's choice as deemed appropriate by the City Manager. This amount shall not exceed $75.00 per month. For purposes of this article, a health and fitness club shall include: exercise facilities, yoga studios, aerobic training facilities, marital arts studio, and similar establishments. Specifically excluded from reimbursement include country club memberships, golf course memberships, and other similar recreational facilities. The decision of the Human Resources Director regarding eligibility for reimbursement under this article shall be final and not subject to appeal.

ARTICLE VI. LONG TERM CARE

The City will select, administer, revise and sponsor a voluntary Long Term Care Insurance program and make the plan available to all eligible employees. The employee shall pay any and all premiums for this plan. This program may be terminated at anytime in the event that the plan fails to meet the minimum enrollment requirements established by the insurance carrier.

ARTICLE VII. RHSA/VEBA

The City and the Management Group agree to establish a Retirement Health Savings Account or Voluntary Employee Benefit Association during the first year of this agreement.

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 Employee's Retirement System (PERS), local miscellaneous member category. Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

AMENDMENT	EFFECTIVE DATE
Three Year Final Compensation	07/01/67
1959 Survivor Benefits	07/01/67
2% @ 55 Formula for Local Safety Members	08/01/73
Credit for Unused Sick Leave	11/22/78
2% @ 50 Formula for Local Safety Members	02/07/83
Third Level 1959 Survivor Benefits	06/18/90
One Year Final Compensation	06/18/90
2% @ 55 Full Formula	06/26/95
EPMC Reported as Special Compensation	12/25/95
Fourth Level 1959 Survivor Benefit	03/25/99
3% @ 50 Formula for Local Safety Members	02/12/01
2.7% @ 55 Full Formula	10/03/03
Military Service Credit	10/03/03

Effective upon the completion of negotiations with all affected employee organizations, newly hired employees will be covered by the 2% @ 60 full formula with the 36 consecutive highest months final compensation formula. Newly hired employees shall also pay the entire seven (7%) employee retirement contribution.

CHAPTER 6. MISCELLANEOUS

ARTICLE I. APPLICABILITY OF PERSONNEL RULES AND REGULATIONS AND CITY POLICIES

The City of Livermore Personnel Rules and Regulations and policies established by the City Manager will govern all working conditions not addressed in this MOU. The City will meet and confer with the Management Group about proposed changes to these documents.

ARTICLE II. PART-TIME EMPLOYEES

Regular part-time employees are eligible for employee benefits. An employee whose position is budgeted for 20 but less than 30 hours per week would receive leave accruals and the City's contribution towards medical and related benefits at one-half of the full-time rate. A position budgeted for 30 but less than 40 hours per week would receive leave accruals and the City's contribution towards medical and related benefits at three-quarters of the full-time rate.

ARTICLE III. ECONOMIC UNCERTAINITY

The Management Group requests that the City meet and explain, prior to issuance of, if the City Manager determines that a demonstrated fiscal crisis exists. This meeting shall not constitute formal meet and confer and impasse procedures do not apply.

Executed this 14th day of November, 2011, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives
Livermore Management Group

By _____
Jeff Shafer, President

By _____
Susan Frost, Vice President

By _____
David H. Swim, DPA
Labor Consultant Goyette & Associates.

Employer Representative
City of Livermore

By _____
Linda Barton, City Manager

By _____
Troy Brown, Assistant City Manager

S:\MOUs\Current MOU's\Management MOU 2011-2014.docx
November 15, 2011

Appendix "A"

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
(Management Group and Confidential Management)
$5,561 - $13,666/month
Effective August 30, 2010

Class Code	No. of Positions	Classification	Monthly Salary Range		
			$10,932.68	-	$13,665.85
113	1	Assistant City Attorney, Senior (Confidential)			
			$10,140.32	-	$12,675.40
100	1.5	Assistant City Attorney*			
132	1	Assistant Community Development Director**			
129	1	Assistant Public Works Director			
124	1	City Engineer			
			$9,433.06	-	$11,791.33
250	2	Assistant City Engineer			
289	1	Building Official			
125	1	Maintenance and Golf Operations Manager			
118	1	Planning Manager			
			$8,967.52	-	$11,209.40
123	0	Housing & Human Services Manager			
449	0	Water Resources Division Manager			
			$8,874.08	-	$11,092.60
246	0	Senior Transportation Engineer			
			$8,515.39	-	$10,644.24
283	1	Permit Center Manager			
			$8,498.26	-	$10,622.83
253	3	Senior Civil Engineer			
			$8,259.03	-	$10,323.79
130	1	Assistant Library Director			
127	1	Risk Manager			
			$8,152.19	-	$10,190.24
472	1	Airport Manager			
136	1	City Clerk			
218	1	Financial Services Manager			
117	0	Golf Course Manager			
965	1	Human Resources Programs Manager (Confidential)			
135	1	Human Services Programs Manager			
268	1	Information Technology Manager			
259	2	Principal Planner			
951	1	Youth and Family Services Manager			

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
(Management Group and Confidential Management)
$5,561 - $13,666/month
Effective August 30, 2010

Class Code	No. of Positions	Classification	Monthly Salary Range		
			$7,696.82	-	$9,621.02
278	1	Inspection & Neighborhood Preservation Manager			
450	1	Water Resources Operations Manager			
			$7,316.50	-	$9,145.63
120	1	Economic Development Manager			
232	1	Information Technology Coordinator			
149	1	Management Analyst, Senior (Conf)			
133	1	Public Works Manager			
270	1	Systems Administrator			
			$7,238.88	-	$9,048.60
272	1	Construction Inspection Manager			
			$7,205.82	-	$9,007.28
128	1	Deputy City Attorney			
295	1	Police Business Services Manager			
293	1	Police Facility & Equipment Manager			
			$6,838.22	-	$8,547.78
217	3	Accountant			
150	1	Management Analyst			
151	1	Management Analyst (Confidential)			
126	9	Public Works Supervisor			
454	1	Water Resources Regulatory Compliance Officer			
			$5,561.07	-	$6,951.34
207	1	Deputy City Clerk/Records Manager			
264	3	Supervising Librarian			
TOTAL	55.500				

***Pro-rated salary ranges**

The .50 Asst CA position has a pro-rated salary and range (pro-rated top of range is $6,337.70).

**Assistant Community Development Director/Housing & Human Services Manager

LABOR AGREEMENT
BETWEEN THE CITY OF LIVERMORE
AND THE
LIVERMORE MANAGEMENT GROUP

This Labor Agreement (hereinafter "Agreement") amends the Memorandum of Understanding (hereinafter "MOU") between the City of Livermore (hereinafter "City") and the Livermore Management Group (hereinafter "Group") for the period covering September 1, 2011 through August 31, 2014.

The purpose of this Agreement is to identify the retirement health benefits for employees promoted into a Group position on or after February 1, 2006.

Effective February 1, 2006 Chapter 4, Article IV, Section 2 shall be amended as follows:

2. An employee employed by the City prior to February 1, 2006 and who is promoted on or after February 1, 2006 into a position represented by the Management Group shall retain the retirement health benefits to which they earned, and were entitled to receive pursuant to City rules and regulations or any other administrative provisions utilized by the City to determine an employee's entitlement to retiree health care benefits. For example, if an employee prior to promotion is vested in the City's retirement health benefit system under the terms of a labor agreement for their former position, the promoted employee would receive the retirement health insurance benefits from their former position and would not be subject to the conditions listed in section (1) of this Agreement. In said example, CalPERS service credit earned during employment in the promoted position would be combined with the time served in their previous position to determine the level of the retirement health benefits earned at retirement.

    a. An employee who is promoted into a Management Group position from another City of Livermore bargaining unit or unrepresented group on or after February 1, 2006, who is not vested in the Retiree Health Benefit from their previous position, shall have 30 days from date of promotion to make an irrevocable decision to do one of the following:

        1. Enroll in the Retirement Health Savings Plan as described in section (1) of this Agreement, subject to satisfying any and all required administrative restrictions and forfeit all claims to the Retiree Health Benefit; or

        2. Retain the Retiree Health Benefit from their previous bargaining unit, in effect upon the date of promotion into the Management Group and service credit earned in the promoted position would be used to determine the level of the Retiree Health Benefit earned at retirement.

The remainder of the MOU is unchanged.

Executed this 14th day of November 2011, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representative:
Livermore Management Group

Jeff Shafer
President

Susan Frost
Vice President

David H. Swim, D.P.A.
Labor Consultant
Goyette & Associates

12/2/11
Date

Employer Representative:
City of Livermore

Linda Barton
City Manager

Troy Brown
Assistant City Manager

12/12/11
Date