



City of San Leandro

Meeting Date: September 28, 2020

Staff Report

File Number: 20-385

Agenda Section: ACTION ITEMS

Agenda Number: 10.B.

TO: City Council

FROM: Jeff Kay
City Manager

BY: Jeff Kay
City Manager

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: Staff Report for a City of San Leandro City Council Resolution Approving the San Leandro Management Organization (SLMO) Memorandum of Understanding and Authorizing the City Manager to Execute Employment Agreements for Police Chief and Assistant City Manager with no Salary Increases in the Current Fiscal Year 2020-2021.

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve a resolution ratifying the Memorandum of Understanding (MOU) between the City of San Leandro and the San Leandro Management Organization (SLMO) and authorizing the City Manager to execute employment agreements for the Police Chief and Assistant City Manager. In acknowledgement of the financial challenges the City faces due to the COVID-19 pandemic, the entire executive team and management group has agreed to forego a salary increase in Fiscal Year 2020-21.

BACKGROUND

The COVID-19 pandemic has resulted in significant impacts to revenue sources that will affect the City's budget. Activities in San Leandro continue to be restricted due the State and County's public health orders to shelter-in-place ("SIP"). While the SIP is gradually lifting, it is still unknown when businesses will be allowed to fully reopen and when revenue-generating activities will return back to normal levels.

To mitigate the anticipated financial shortfalls caused by this crisis, the City has already implemented a number of cost saving measures, including the reduction of expenditures, implementation of a soft hiring freeze of non-essential positions, elimination of non-essential travel, and deferral of General Fund contributions to Capital Improvement Projects.

Employees would typically receive an annual cost-of-living (COLA) adjustment, which has averaged 3% over the last 5 years. In recognition of the City's critical financial condition, the San

Leandro Management Organization (SLMO), Police Chief, and Assistant City Manager have agreed to forego a COLA salary increase in FY 2020-2021. The City Manager has also volunteered to waive a salary increase in the current fiscal year, and an amendment to the City Manager's employment agreement will be brought forward at the next regular meeting, to comply with CalPERS regulations on executive compensation. Concessions in labor costs from the entire executive team and management group will greatly contribute to cost savings and help to avoid layoffs or reductions in services to the community.

Analysis

The San Leandro Management Organization (SLMO) Memorandum of Understanding (MOU) expired on June 30, 2020. SLMO represents 35 employees and is comprised of Department directors and managers across all departments. During several meetings, the City and SLMO discussed ways to achieve budget savings and negotiated a new contract to effectuate the savings in the current fiscal year budget. A tentative agreement was reached for the period July 1, 2020 through December 31, 2021, in which employees will forego a cost of living salary adjustment in FY 2020-2021. The City agreed to provide a non-pensionable contribution towards employees' deferred compensation 457 plan, match employee's contributions up to 2% of base salary, and an administrative leave bank of 40 hours per calendar year for each employee.

The Police Chief and Assistant City Manager also agreed to forego salary increases in their respective employment agreements for the current fiscal year. The Police Chief's employment agreement expired on January 30, 2020 and a successor agreement is proposed for the period January 31, 2020 through December 31, 2022. The updated agreement was originally delayed to allow time for completion of the City's negotiations with the Police Management Association. The Assistant City Manager classification is currently a part of SLMO, but an individual employment agreement is proposed for the period September 1, 2020 through December 31, 2022. Since the Assistant City Manager manages the overall preparation of the annual budget, being unrepresented by a bargaining unit ensures that the City Manager will receive neutral and independent analyses and recommendations related to the budget and other finance issues.

The proposed agreements are recommended for approval.

Previous Actions

- On November 7, 2016, by Resolution No. 2016-148, the City Council approved the Police Chief's employment agreement effective October 18, 2016 through January 30, 2020.
- On February 16, 2016, by Resolution No. 2016-016, the City Council approved the prior SLMO MOU for the period July 1, 2015 through June 30, 2020.

Fiscal Impacts

By foregoing a 3% cost-of-living salary increase, and the proposed changes to the SLMO MOU, the net savings to the 2020-21 budget is \$69,719. The remaining provisions in the proposed agreements for the Police Chief is a savings of \$13,576 and will not require any additional funding in the adopted City budget. The total net savings for FY 2020-21 amount to \$83,295.

ATTACHMENT

- San Leandro Management Organization Memorandum of Understanding (MOU)
- Employment Agreement for the Police Chief
- Employment Agreement for the Assistant City Manager

PREPARED BY: Emily Hung, Human Resources Manager, City Manager's Office

**Memorandum of Understanding
between
City of San Leandro
and
San Leandro Management Organization**

July 1, 2020 – December 31, 2021



July 1, 2020 - December 31, 2021

SAN LEANDRO MANAGEMENT ORGANIZATION

Table of Contents

	Page
SECTION 1. PREAMBLE	3
SECTION 1.5 GENERAL.....	3
SECTION 2. HEALTH BENEFITS	3
SECTION 3. UNIFORM ALLOWANCE.....	6
SECTION 4. LEAVES.....	6
SECTION 5. HOLIDAYS.....	9
SECTION 6. MANAGEMENT INCENTIVE PAY	10
SECTION 7. DEFERRED COMPENSATION	10
SECTION 8. EMPLOYEE WELLNESS.....	10
SECTION 9. RETIREMENT	11
SECTION 10. COMPENSATION.....	11
SECTION 11. APPLICATION OF PAY RATES	12
SECTION 12. BILINGUAL PAY.....	12
SECTION 13. EMPLOYEE DEFENSE AND INDEMNITY.....	12
SECTION 14. LAYOFF.....	12
SECTION 15. WORK HOURS.....	13
SECTION 16. FEMA REIMBURSED OVERTIME.....	14
SECTION 17. FLEXIBLE WORK SCHEDULES	14
SECTION 18. MANAGEMENT DEVELOPMENT PROGRAM	14
SECTION 19. TUITION REIMBURSEMENT	14
SECTION 20. BONUS PAY	15
SECTION 21. MISCELLANEOUS	15
SECTION 22. TERM OF AGREEMENT	15

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SAN LEANDRO
AND
SAN LEANDRO MANAGEMENT ORGANIZATION

Section 1.0 Preamble

The understandings reached by this Memorandum are a result of meeting and conferring in good faith between the Municipal Employee Relations Officer of the City of San Leandro (City Manager) and the officers of the San Leandro Management Organization.

This Memorandum of Understanding shall be presented to the San Leandro City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2020 through December 31, 2021.

Section 1.5 General

Terms of employment shall be as specified in the City of San Leandro Personnel Rules as modified by this document.

Section 2.0 Health Benefits

2.1 Pre-Tax Flexible Spending Account

The City shall offer an IRS 125 plan to all full-time employees, as defined by and measured in accordance with the Patient Protection and Affordable Care Act of 2010 (PPACA). The plan shall provide the following:

- a. Pretax conversion of employee contribution toward medical and dental premiums.
- b. Medical Flexible Spending Account with a maximum employee pretax contribution as determined by the IRS for the benefit plan year.
- c. Dependent Care Flexible Spending Account with a maximum employee pretax contribution as determined by the IRS for the benefit plan year.

2.2 Medical and Dental (Active)

The City will maintain a “core” benefit plan for all full-time employees. The core shall consist of the PERS Medical Plan and the existing dental plan.

The City will continue to contribute the monthly amounts including the CalPERS Medical Plan “Minimum Employer Contribution”, towards the election of medical and dental benefits in the plan, or the actual premiums, whichever is less. As of July 1, 2020, these monthly contribution amounts are:

<u>Coverage Level</u>	<u>City Pays</u>
<u>Medical</u>	
Employee only	\$ 697.72
Employee + 1	\$1,395.43
Employee + 2 or more	\$1,824.07
<u>Dental</u>	
Employee only	\$ 48.15
Employee +1	\$ 91.45
Employee +2 or more	\$142.55

In January 2021, employees and City will each pay 50% of the increase in medical and dental premiums based upon Kaiser medical and the dental core plan (i.e., 2021 premiums minus 2020 premiums, divided by 2, etc.).

Employees who wish to waive enrollment in the medical and dental plans and who demonstrate to the satisfaction of the City their enrollment in another group medical and dental plan will receive opt-out payments as follows:

Employee rate: Medical \$200 +/-or dental \$50 = \$250/month maximum
Two-party rate: Medical \$350 +/-or dental \$50 = \$400/month maximum
Family rate: Medical \$500 +/-or dental \$50 = \$550/month maximum

In the event both spouses are employed by the City and eligible to enroll in the City's benefits plan, one employee may elect not to enroll in the medical and dental plans and will receive the single employee opt-out rate of up to two-hundred fifty dollars (\$250.00) per month payment, if enrolled under spouse's medical and dental coverage.

An employee may elect to waive the dental plan only and enroll only in the medical plan and receive fifty dollars (\$50.00) per month for their non-election.

Re-enrollment in the medical and/or dental plan shall be allowed only based upon a qualifying event as defined by the IRS codes or during an open enrollment period.

No change in dental plan carrier, or level of benefits, shall be made unless agreed to by the Management Organization.

2.3 Medical and Dental (Retiree)

Five Year Health & Welfare Vesting Requirement: Unless otherwise determined by the City Manager as part of the initial hiring agreement, full-time employees hired on or after January 1, 2005 must render five (5) years of continuous service with the City of San Leandro in order to receive retiree medical and/or dental benefits under this section.

Medical: Under CalPERS rules, the City will directly contribute the "Minimum Employer Contribution" towards retiree medical coverage. Additional retiree health contributions will be made on a reimbursement basis as set forth below. The amounts listed below are inclusive of the CalPERS Medical Plan "Minimum Employer Contribution."

The City shall pay the contributions required by the health plan two-party rate for retired full-time City employees who were assigned to classifications represented by the San Leandro Management Organization and who are currently members of one of the City's health plans. The City shall contribute to the health plan two-party rate costs until the employee is eligible for Medicare coverage. The maximum amount to be contributed by the City shall not exceed three hundred and sixty dollars (\$360.00) per month. In the event the amounts required by the health plans exceed the maximum City contribution, such excess amounts shall be paid by the retiree, except as provided herein. Coverage under this section shall continue until the employee's 65th birthday; except for the PERS Medical Plan "Minimum Employer Contribution", which shall continue for life.

Retired employee dependent eligibility for City health plan contribution is conditional upon the active enrollment of the retired employee. If a retired employee moves outside the service area of their medical plan the retiree will be allowed an opportunity within thirty (30) days of such move to change medical insurance coverage to another CalPERS option. If a retired employee remarries, the retiree may add the retiree's spouse to the medical insurance coverage. The City shall have no obligation to obtain medical insurance for a retiree living outside the service area of its medical insurance plans.

Dental: The City shall contribute a maximum of seventy dollars and eighty-seven cents (\$70.87) towards monthly dental plan costs for each retired full-time City employee who is currently a member of the City's dental plan, or who was a member of the City's dental plan and retired on or after July 1, 1983. Any increases in dental plan costs during the term of this Agreement shall be split equally between the City and the retired employee. Coverage shall continue until age 65.

No change in dental plan carrier, or level of benefits, shall be made unless agreed to by the Management Organization.

2.4 Life Insurance (Active)

The City shall maintain in effect employer provided Term Life Insurance with AD&D in the amount of fifty thousand dollars (\$50,000.00) for active full-time employees. The insurance provider shall be "A-rated", unless the parties specify otherwise. The City shall make available for employees, the ability to purchase additional life insurance, at no cost to the City, subject to the requirements and rules of the insurance carrier. Such premium payments made by the employee purchasing any voluntary life insurance shall be made on an after-tax basis.

2.5 Long Term Disability Insurance (Active)

The City shall maintain in effect an employer paid long-term disability insurance program with a benefit percentage of forty percent (40%) of base monthly earnings with a maximum gross monthly benefit of six thousand dollars (\$6,000.00) for all full-time employees. The plan shall provide a six-month elimination period, benefits payable to age 65 with two years "own" occupation and partial disability benefits. The City shall make available for employees, the ability to purchase additional long-term disability insurance, at no cost to the City, subject to the rules, regulations, enrollment requirements and exclusions set forth by the insurance carrier.

2.6 Short Term Disability Insurance (Active)

The City shall make available for employees, the ability to purchase voluntary short-term disability insurance, at no cost to the City, subject to the rules, regulations, enrollment requirements and exclusions set forth by the insurance carrier. Such premium payments made by the employee purchasing any voluntary short-term disability insurance shall be made on an after-tax basis.

Section 3.0 Uniform Allowance

For the term of this Agreement, the uniform allowance for Police Support Services Manager and Police Business Manager will be \$850 per year. All uniform allowances will be paid by separate check.

Section 4.0 Leaves

- 4.1 **Vacation Leave:** Vacation leave for each full-time employee shall be accrued and credited for the pay period in which it was earned. An employee holding a full-time position shall be entitled to a vacation leave which shall accrue at the rate of twelve (12) days for each calendar year of service performed. If a newly hired employee possesses five (5) years of experience in the field in which they are hired, they shall accrue vacation leave at the rate of fifteen (15) days for each calendar year of service performed.

In the calendar year in which an employee holding a full-time position completes five (5) full years of City service, such employee shall be entitled to fifteen and

three-quarters (15 $\frac{3}{4}$) workdays of vacation. For each full year of full-time City service completed thereafter, three-quarters ($\frac{3}{4}$) of a work day of vacation shall be added up to a maximum of twenty-five (25) work days of vacation.

An employee who is in unpaid status for 44 or more hours in a pay period shall not accrue vacation leave for that pay period.

In the event one or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave and the vacation leave shall be extended accordingly for those employees eligible for such holidays.

Management employees may accumulate vacation leave up to a maximum of three (3) years vacation accrual. An additional year may be accumulated with Department Head approval.

Employees shall be allowed to sell up to 120 hours of vacation per year. Time may be sold twice annually in June and December.

- 4.2 **Sick Leave:** Sick leave is a paid leave. Sick leave is to be used in cases of actual sickness or injury of the employee or of a member of their immediate family which compels an employee to be absent from work. Sick leave may also be used for routine dentist and doctor visits as these visits maintain the health and productivity of the employee.

The immediate family of an employee includes the employee's spouse, registered domestic partner, children, stepchildren, parents, grandparents and step-parents, where there was a child-rearing relationship, who are permanent household members and whose well-being is dependent on the employee's care as defined in the Personnel Rule X, Section 2, Sick Leave.

A full-time employee will accumulate sick leave at a rate of eight (8) hours for each full calendar month of service. An employee who is in unpaid status for 44 or more hours in a pay period shall not accrue sick leave for that pay period.

As part of the initial hiring agreement, the City Manager may grant to a new management employee up to one-half of that employee's sick leave accumulated from the most recent employer, to a maximum of 160 hours.

The maximum sick leave accrual shall be 2,400 hours (300 days).

Payment for unused sick leave will be granted to full-time regular employees with at least fifteen (15) years continuous City service at death, retirement or resignation in good standing based on salary at termination, pursuant to the following schedule. Number of sick leave days accumulated, multiplied by seven and one-half percent (7 $\frac{1}{2}$ %), multiplied by the number of whole years of service, multiplied by the hourly rate at termination.

The above formula figure of seven and one-half percent (7½%) will be adjusted to ten percent (10%) for an employee who terminates City service after completing twenty-five (25) years of uninterrupted City service by way of termination, service retirement or resignation in good standing with the City.

Upon an employee's retirement, sick leave may be used as: (1) service credit on an hour for hour basis, (2) cash in accordance with the above-mentioned formula; or (3) any combination of service credit and cash as requested by the employee. The combination of sick leave hours converted to service credit and sick leave hours cashed out shall never exceed the total number of accrued sick leave hours.

An employee whose death or permanent disability is a result of an accident which is held to be compensable by the Workers' Compensation Appeals Board will receive payment for unused sick leave without regard to continuous City service according to the seven and one-half percent (7½%) formula. An employee who completed twenty-five (25) or more years of uninterrupted service shall receive payment for unused sick leave in accordance with the ten percent (10%) formula as described in the above paragraph.

- 4.3 **Administrative Leave:** Effective January 1 of each year, SLMO members will receive 40 hours of Administrative Leave to be used during the calendar year. These hours cannot be carried over from year to year. Any hours not used within the calendar year will be lost and cannot be cashed out. Employees hired or promoted into SLMO after July 1 shall receive Administrative Leave prorated based on the number of pay periods remaining in the calendar year.

For the calendar year 2020, twenty (20) hours will be credited in the pay period following City Council approval of this agreement.

- 4.4 **Funeral Leave:** In the event of death in the immediate family of a full-time management employee, the employee shall, upon request to the supervisor, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed a total of five (5) working days. This provision does not apply if the death and/or funeral occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, sick leave, or any other leave status.

The immediate family of an employee includes wife, husband, child, stepchild, father, mother, sister, brother, grandchildren, grandparents, mother-in-law, father-in-law, or step-parent where there is a child-rearing relationship.

Funeral leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased. It is understood, however, that leave as provided in the preceding paragraph may be granted to commence prior to the death of a member of the employee's immediate family or where death appears imminent.

- 4.5 **Family Medical Leave Act/California Family Rights Act (FMLA/CFRA):** Employees may be eligible for leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). The administration of any FMLA or CFRA leave provided for under this provision shall be in accordance with the provisions of the FMLA and the CFRA. Leave provided under this provision may run concurrently with other leaves provided under this agreement, as designated by Human Resources. Additional information regarding available leave benefits is set forth in City Administrative Procedure 1600, Family and Medical Leave Request Process and applicable State and/or Federal law.
- 4.6 **Pregnancy Disability:** Employees may be eligible for leave under the California Pregnancy Disability Leave Law (PDLL). The administration of any leave given under the PDLL shall be in accordance with the provisions of the PDLL. Leave provided under this provision may run concurrently with other leaves provided under this agreement. Additional information regarding available leave benefits is set forth in City Administrative Procedure 1630, Pregnancy Disability Leave Process.
- 4.7 **Parental Leave:** A full-time employee who becomes a parent upon the birth of a child or when a child begins residence with an employee who has commenced adoption proceedings or placement of a foster child shall be granted forty (40) hours leave with pay at the employee's straight time rate. In addition, a parent may use one hundred twenty (120) hours of earned sick leave upon the birth of a child or when a child begins residence with an employee who has commenced adoption proceedings or foster care placement. Any leave granted under this provision shall run concurrently with FMLA/CFRA leave and must be used within the first 12-months of birth or placement with the employee. In no case will an employee be eligible for more than forty (40) hours of Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month rolling time frame.
- 4.8 **Compensatory Time Cash Out:** Employees promoting into the San Leandro Management Organization will have any accrued compensation time off cashed out immediately prior to promotion. Management employees are not eligible to earn compensatory time off.

Section 5.0 Holidays

Full-time regular employees shall be entitled to the following holidays: New Year's Day; third Monday in January (Martin Luther King's birthday); Lincoln's Birthday; third Monday in February (Washington's Birthday); last Monday in May (Memorial Day); Independence Day; Labor Day; November 11 (Veterans Day); Thanksgiving Day; the day after Thanksgiving Day; ½ day Christmas Eve; Christmas; ½ day New Year's Eve and every day proclaimed a City Holiday by the Mayor. Holidays will be credited at eight (8) hours for one (1) holiday, which equates to 96 hours per year. When a day herein listed falls on an employee's regular day off, the employee shall be entitled to a day off in lieu thereof

within the calendar year. The day selected shall be subject to approval of the Department Head.

Management employees who work a designated alternative work schedule during a week that contains a holiday may work the hours necessary to account for the hour(s) in excess of eight (8) that the employee would have worked on the holiday in lieu of taking the time as vacation or VTO. The hour(s) worked shall be scheduled at a time mutually convenient to the employee and the Department Head.

Each employee represented by the organization shall also be entitled to **two** floating holidays, which shall be scheduled at time mutually convenient to the employee and the Department Head. The floating holidays must be taken during each calendar year and may not be carried over to another calendar year or converted into pay. Such holidays shall be granted to employees hired on or before September 1 of each calendar year.

Section 6.0 Management Incentive Pay

Full-time management employees shall receive management incentive pay at the rate of 80 hours per calendar year; such amount shall be paid equally at each pay period. Such pay is given in recognition of the unique nature of their position (e.g. projects, resolution of difficult issues).

Department Heads shall receive management incentive pay at the rate of 120 hours per calendar year; such amount shall be paid equally at each pay period. Such pay is given in recognition of the unique nature of their position (e.g. program direction, policy determination).

Department Heads shall be subject to an annual performance review by the City Manager. The City Manager, in their sole discretion, may award additional pay based on performance, pursuant to the provisions of the Personnel Rules or other granted authority.

Section 7.0 Deferred Compensation

The City shall maintain in effect the deferred compensation program as described in the San Leandro Administrative Code for the term of this Agreement. The City will match an employee's contribution to the City's Section 457 Deferred Compensation plan up to a maximum of 2% of employee's base pay. This contribution will become effective in the pay period following the City Council's approval of this agreement.

Section 8.0 Employee Wellness

The City agrees to continue to provide to employees an Employee Assistance Program as described in the City of San Leandro Personnel Manual, Administrative Procedure 1570. It is agreed that such program shall not be an automatic substitution for appropriate disciplinary action when such action is appropriate.

Section 9.0 Retirement– Three-tier System

The City shall, for full-time and qualifying part-time management staff, contribute to the California Public Employees' Retirement System (CalPERS) each pay period a portion of the employees' contribution rate as established by law, equal to that percentage of the employees' "compensation" as that term is administered by the Board of Administration of CalPERS, for the purpose of computing final compensation. Such contributions shall be reported to CalPERS as follows:

- 9.1 **Tier One:** For miscellaneous management employees hired prior to May 6, 2010, the City shall maintain a contract with CalPERS for the provision of a 2.5% @ 55 (highest 12 months) retirement benefit formula.

These plans shall contain the following options:

- Remarriage post-survivor allowance continuance
- Credit for unused sick leave option
- Military service credit option

Employees shall pay the 8% of the employee contribution. Pursuant to IRS Code Section 414 (h) (2), these payments shall be made on a pre-tax basis.

- 9.2 **Tier Two:** For "classic" CalPERS members hired on or after May 6, 2010, the City shall maintain a contract with CalPERS for the provision of a 2% @ 55 (highest 36 months) retirement benefit formula pursuant to CalPERS requirements. Such plan will also contain the three optional benefits listed above.

Employees shall pay 7% of the employee contribution. Pursuant to IRS Code Section 414 (h) (2), these payments shall be made on a pre-tax basis.

- 9.3 **Tier Three:** For employees hired on or after January 1, 2013 and classified as "new" members of CalPERS as defined by Public Employees' Pension Reform Act (PEPRA), the City shall maintain a contract with CalPERS for the provision of a 2% @ 62 (highest 36 months) retirement benefit formula. Also pursuant to PEPRA, these employees are responsible for paying one-half of the normal cost of this retirement plan.

Section 10.0 Compensation

For the term of this agreement, salaries shall remain unchanged.

Salary for each classification varies from step 1 to step 5 . New hires and promotions may be placed at the step closest to a minimum five percent (5%) base salary increase, or any step, subject to the City Manager's final approval. Employees may be advanced from their current step to the next higher step after each year of satisfactory performance.

Section 11.0 Application of Pay Rates

Management employees may be assigned to perform a substantial portion of the duties of permanent position in a higher classification on a temporary basis. Such assignments shall be termed “acting assignments” and shall be made by the Department Head only, with City Manager approval.

Acting assignments shall be made only in those instances where the acting employee is required to perform a substantial portion of the duties and responsibilities of the position for which the employee is acting. Acting pay shall not be authorized for periods of less than five (5) workdays.

Acting pay shall be that certain step in the salary range of the higher classification which generates an increase above the acting employee’s current salary of not less than five percent (5%).

Section 12.0 Bilingual Pay

Effective October 1, 2020, management employees certified by the City as bilingual will receive two hundred (\$200) dollars per month bilingual pay when they are required to use a second language. Bilingual skills shall be necessary to the operation of the City, as determined by the Department Head, and confirmed by an appropriate certification process established by the City. Bilingual pay shall apply to the following languages: Spanish, Chinese, American Sign Language and other languages as determined by Human Resources.

Section 13.0 Employee Defense and Indemnity

In the event that all or part of a claim or judgment is for punitive or exemplary damages in any action otherwise governed by Section 825 of the Government Code and upon request of the employee against whom such claim or judgment is rendered, the City agrees to consider whether the findings set forth in Section 825(b) (1) through (3) may be made. This provision in no way obligates the City to pay punitive or exemplary damages unless it in fact makes those findings.

Section 14.0 Layoff

The appointing authority may lay off an employee in the competitive service because of material change in duties or organization or shortage of work or funds. If, by reason of expiration of a leave of absence, reduction in personnel, demotion to the class, or other cause, there are more employees in any class in the full-time competitive service than there are available positions in that class, the employee last employed in the class shall be laid off; if such employee obtained such position by promotion, they shall be demoted to the lower class from which they were promoted rather than be laid off. Layoff or demotion shall be based upon the amount of seniority an employee has in the classification they are occupying (i.e., the employee with the least amount of seniority in the class shall be the first to be laid off or demoted, if job was obtained by promotion).

Forty (40) days before the effective date of a layoff, the appointing authority and/or designee shall notify Human Resources of the intended action with reasons therefore, and a statement certifying whether or not the services of the employee have been satisfactory. A copy of such notice shall be given to the employee affected at that time. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list.

Employees shall be given thirty (30) days written notice before the effective date of layoff.

All laid-off employees shall be placed on a re-employment list for the class from which they were laid off or demoted (i.e., the last person in the affected class to be laid off shall be the first re-hired when openings occur in that class or any other of the same pay for which the employee is qualified). If the employee on the re-employment list refuses the initial offer of re-employment, the employee's name shall be placed at the end of the re-employment list. If the same employee refuses proffered re-employment the second time, the employee shall be removed from the list and shall no longer be eligible for re-employment as a laid off employee.

Employees on the re-employment list shall be offered positions for which they qualify before new employees are hired.

Re-employment lists shall remain in effect for a period of one year. All employees on the re-employment list shall be mailed notices of vacancies in the City for a period of one year after their layoff.

Section 15.0 Work Hours

When management employees work extraordinary hours; due to large numbers of night meetings, emergencies, major projects, etc., they may, subject to the approval of the Department Head, or in the case of a Department Head, the City Manager, be authorized additional time off. Such time will be granted only for extraordinary hours; both in excess of the regular work schedule and that time compensated for by administrative leave; and not exceed forty (40) hours per year.

Managers in 24/7 operations whose regular work shift falls on a City holiday shall receive an equivalent number of hours off duty, to be scheduled subject to Department Head approval and used within one month of the holiday. Such time will not be banked, incremented, or paid in lieu of time off.

In no event shall this time be construed to constitute overtime compensation nor shall it be applied on an hour for hour basis. This time has no cash value and is not bankable.

Section 16.0 FEMA Reimbursed Overtime

In cases where there has been a declared emergency and the City receives cash reimbursement from FEMA, the City will reimburse represented employees for extraordinary overtime at an hour for hour basis.

Section 17.0 Flexible Work Schedules

When operationally appropriate and determined to be in the best interest of the City, departments may establish flexible work schedules. Establishment of such schedules shall be in the sole discretion of the Department Head with the approval of the City Manager.

Section 18.0 Management Development Program

In addition to the tuition reimbursement set forth herein, full-time employees shall receive a one thousand dollar (\$1,000.00) per calendar year management development reimbursement. This reimbursement may be for such career development items as training courses, software, technical books, desktop computer, laptop, cell phones, tablets, and printer when utilized for work. The reimbursement may also be used for fitness related expenses such as health club/gym memberships, fitness classes (such as yoga, Pilates, aerobics), and exercise equipment (such as weights, treadmill, bicycle). Expenses that would not qualify include camera, speakers, recreational sports equipment, sports team/competition fees, clothing, and vitamins/supplements. Employees hired after July 1 will be eligible for a prorated amount.

Expenses reimbursed under this program are subject to the approval of the employees' Department Head, or in place of the Department Head, the City Manager. Reimbursement approval shall be based on the finding that the product, training or service serves the purpose of contributing to the employee's fitness, work productivity, and/or professional development. In the event a reimbursement request is denied, the employee may submit an appeal to the City Manager.

During the term of this MOU, employees shall receive an additional one thousand dollars (\$1,000.00) toward reimbursement of eligible expenses under this section. Eligible one-time expenses for this additional reimbursement will also include office furniture (such as sit-stand desk or ergonomic chair).

Section 19.0 Tuition Reimbursement

The Tuition Reimbursement Program of the City of San Leandro Personnel Manual, Administrative Procedure 1840 is incorporated here by reference. The maximum tuition reimbursement benefit under the program is one thousand dollars (\$1,000.00) per employee per calendar year.

It is understood by the parties that classes taken as prerequisites to an approved course of study are covered by this Tuition Reimbursement Program.

Section 20.0 Bonus Pay

The City Manager, with sole discretion, may award additional pay based on performance, pursuant to the provisions of the Personnel Rules or other authority.

Section 21.0 Miscellaneous

21.1 Licenses/Certificates

City to provide reimbursements for management employees required to possess professional certificates or licenses. Optional professional certificates/licenses will be reimbursed if job announcements identify them as desirable for a specific position(s). In addition, other professional certificates/licenses may be reimbursed with the prior approval of the Department Head and the concurrence of the City Manager.

21.2 Safety Shoes

Managers assigned to classifications designated by the City who are required to wear safety shoes shall be reimbursed on a biennial basis. The maximum amount will be two hundred and twenty-five dollars (\$225.00).

21.3 Application of Pay and Benefits

Only employees of the City, at the time this agreement is ratified by the City Council, are eligible to receive any of the salary or benefits so provided.

21.4 Classification and Compensation Studies

The City agrees to begin conducting classification and compensation studies with the understanding that the studies will be conducted in multiple phases. The parties will meet and confer on the classifications to be studied and in which phase they will be conducted. The City will aim to select a consultant to conduct the studies on or about September 1, 2021. The parties agree that the findings and recommendations of the consultant will be discussed during negotiations for the successor contract.

Section 22.0 Term of Agreement

The above modifications have been agreed upon by the signatories of this Memorandum and shall be presented as a joint recommendation for implementation in reference to all employees represented by the San Leandro Management Organization. The modifications listed herein shall be effective for the period of time listed in Section 1.0.

Dated: _____

City Representative:

Jeff Kay
City Manager

Dated: _____

SLMO Representatives:
San Leandro Management Organization

Andrew Mogensen, President

Kirsten Foley, Vice President

Scott Koll, Vice President

CITY OF SAN LEANDRO
SLMO Salary Schedule
Effective 1/1/20

SR	CLASSIFICATION	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
1	No classification falls within range	15455	16230	17040	17892	18786
2	No classification falls within range	14719	15455	16230	17040	17892
3	Community Development Director Engineering and Transportation Director Finance Director Public Works Services Director	14019	14719	15455	16230	17040
4	Chief Technology Officer Human Resources Director Library Director Recreation and Human Services Director	13353	14019	14719	15455	16230
5	No classification falls within range	12715	13353	14019	14719	15455
6	City Engineer Deputy Community Development Director Human Resources Manager Information Technology Manager	12109	12715	13353	14019	14719
7	Chief Building Official Chief Innovation Officer Deputy City Manager Economic Development Manager Principal Engineer Water Pollution Control Manager	11533	12109	12715	13353	14019
8	Assistant Finance Director Assistant Public Works Services Director Assistant Recreation and Human Services Director Environmental Services Manager Facilities and Open Space Manager Library Services Manager Planning Manager Street Maintenance Manager	10985	11533	12109	12715	13353
9	City Clerk Principal Planner Senior Engineer Senior Transportation Engineer	10462	10985	11533	12109	12715
10	Assistant Water Pollution Control Manager Deputy Finance Director Deputy Public Works Services Director Emergency Services Manager Housing-Community Development Block Grant Manager Police Business Manager Police Support Services Manager Recreation and Human Services Manager Shoreline Operations Manager	9964	10462	10985	11533	12109
11	Assistant Information Technology Manager Assistant to the City Manager Grants Administrator Public Information Officer Budget and Compliance Manager Senior Human Resources Analyst	9489	9964	10462	10985	11533
12	No classification falls within range	9037	9489	9964	10462	10985
13	Administrative Analyst II	8606	9037	9489	9964	10462
14	No classification falls within range	8196	8606	9037	9489	9964
15	Administrative Analyst I	7806	8196	8606	9037	9489
16	No classification falls within range	7434	7806	8196	8606	9037

CITY OF SAN LEANDRO

AGREEMENT FOR EMPLOYMENT OF POLICE CHIEF

This Employment Agreement (“Agreement”) is made and entered into the 21st day of September, 2020, by and between the City of San Leandro under the authority of and through its City Manager (the “CITY”), a charter city of the State of California, and Jeffrey Tudor (“CHIEF”). CITY and CHIEF are together the “Parties.”

RECITALS

WHEREAS, the CITY desires to employ, as an “at-will” employee, the services of CHIEF as Police Chief for the CITY in accordance with applicable provisions of the San Leandro City Charter, Municipal Code and the terms of this Agreement; and

WHEREAS, CHIEF desires to be employed as the at-will Police Chief for the CITY in accordance with applicable provisions of the City Charter, Municipal Code and the terms of this Agreement; and

WHEREAS, the classification of Police Chief shall be unrepresented; and

WHEREAS, it is the desire of the CITY to provide certain compensation and benefits; and establish certain conditions of employment for the position of Police Chief through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

TERMS

1. Appointment

The City Manager hereby appoints CHIEF to the position of Police Chief in and for the City of San Leandro, California. CHIEF hereby accepts such appointment under the terms and conditions of this Agreement.

2. Term of Agreement

This Agreement will become effective on January 31, 2020. The Agreement will expire on December 31, 2022, unless extended or terminated as provided herein. The Parties may terminate this Agreement pursuant to the provisions of Section 5.

3. At-Will Employment

Police Chief is an “at-will” employee who shall serve at the pleasure of the City Manager per City Charter Article IV, Section 420. Accordingly, the City Manager may terminate CHIEF’s employment under this Agreement at any time with or without cause.

4. Duties and Responsibilities

a. CHIEF shall serve the CITY and perform the functions and duties of the position of Police Chief as specified under the laws of the State of California (including but not limited to the Government Code and the Penal Code); the CITY's Charter, Administrative Code and Municipal Code; the Ordinances and Resolutions of the CITY; and any other legally permissible and proper duties and functions as the City Manager may from time to time assign.

b. CHIEF shall be responsible to the City Manager for the proper performance of all duties and functions assigned to CHIEF.

5. Termination of Employment and Severance

a. This agreement may be terminated with or without cause by the City Manager. In the event CHIEF is terminated for cause, moved from CHIEF to a different position within the San Leandro Police Department, or voluntarily resigns from his employment with CITY, he shall not be entitled to severance. For purposes of this Agreement, the phrases "for cause," "with cause" and "without cause" relate only to CHIEF's potential entitlement to severance, and do not alter his at-will status.

b. Without Cause. In the event CHIEF is terminated without cause, he is eligible for severance. If the CITY terminates this Agreement without "cause" before December 31, 2022, CHIEF will be compensated for all vacation leave and will be paid in a lump sum in an amount equal to CHIEF's annual base salary and health benefits for a period of nine (9) months from receipt of written termination notice. Said payment of severance pay shall be conditioned upon CHIEF signing a waiver and release agreement forever releasing and waiving any and all claims in a form acceptable to the City, CHIEF shall receive the severance payment in a lump sum payment minus all applicable deductions within fifteen (15) business days after execution of the waiver and release agreement.

c. For Cause. If CHIEF is terminated "for cause," the CITY shall not owe any severance under this Agreement. The determination about whether Chief is terminated "for cause" shall be made in the complete discretion of the City. A termination "for cause" may include, but shall not be limited to, the following:

- (i) Violation of administrative policies and procedures;
- (ii) Failure to properly perform assigned duties;
- (iii) Theft of CITY property;
- (iv) Insubordination
- (v) Conviction of a felony;
- (vi) Conviction of a misdemeanor relating to Chief's fitness to perform assigned duties;
- (vii) Conviction of a crime involving an abuse of office or position, as defined in Government Code Section 53243.4;
- (viii) Unauthorized absence from employment;
- (ix) Improper use of CITY funds or property;
- (x) Willful misconduct or malfeasance;
- (xi) Any act of moral turpitude or dishonesty;
- (xii) Other failure of good behavior either during or outside of employment such that the Chief's conduct causes discredit to the City.

d. Resignation. CHIEF shall provide forty-five (45) days notice in the event of a voluntary resignation unless the CITY agrees otherwise.

6. Compensation and Benefits

a. Salary. CHIEF's initial annual base salary shall be \$260,964 (\$21,747 per month), which is step 5 of the Police Chief publicly available salary schedule which was approved by the City Council on October 17, 2016. Salary shall be payable on the City-established payroll cycle. There shall be no salary increase through December 31, 2021. Effective January 1, 2022, base salary shall increase by another three percent (3%). Salary schedules are attached as Attachment A.

b. Benefits. The CITY agrees to provide to CHIEF the following benefits accorded to members of the San Leandro Police Management Association (SLPMA) pursuant to its Memorandum of Understanding, in consideration for the services provided pursuant to this Agreement.

- (i) Health benefits
- (ii) Uniform allowance
- (iii) Retirement benefits plan
- (iv) Longevity
- (v) Management Development Program
- (vi) Deferred Compensation
- (vii) Long-Term Disability
- (viii) Administrative Leave Hours

CHIEF shall be provided vacation and sick leaves, holidays, and management incentive pay as accorded to department heads as included in the San Leandro Management Organization Memorandum of Understanding. CHIEF shall also receive an additional nine thousand dollars (\$9,000) during FY 20-21 towards reimbursement of eligible expenses under the Management Development program, which includes products, training, or services that serve the purpose of contributing to the employee's fitness, work productivity, and/professional development.

7. Indemnification & Professional Liability

The City agrees that it shall defend, hold harmless, and indemnify the CHIEF from all demands, claims, suits, actions, errors, or other omissions in legal proceedings, whether groundless or otherwise, brought against the CHIEF in his individual capacity or in his official capacity, provided the incident arose while the CHIEF was acting within the scope of his employment, in accordance with the provisions of California Government Code Section 825 and the City will provide a defense in accordance with Government Code Sections 995 – 999.6. The City may decline to defend and/or indemnify Employee only as permitted by the California Government Code.

8. Miscellaneous

- a. The text herein shall constitute the entire agreement between the Parties. This Agreement may not be modified, except by written agreement executed by both Parties.
- b. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- c. This Agreement shall be governed by the laws of the State of California.

- d. The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.
- e. This Agreement may be executed in counterparts containing original signatures.

9. Notices

Notices pursuant to this Agreement shall be in writing and served by mailing via the United States Postal Service, first class postage prepaid, addressed as follows:

- a. The CITY:
 City Manager
 City of San Leandro
 Civic Center
 835 East 14th Street
 San Leandro, California 94577
- b. CHIEF:

 Jeffrey Tudor
 HAND DELIVERED

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of mailing of such written notice, postage prepaid, with the United States Postal Service.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed in its behalf by its City Manager and duly attested by its City Clerk, and CHIEF has signed and executed this Agreement, on the day and year written below.

CHIEF OF POLICE

DATED: _____

 JEFFREY TUDOR

CITY

DATED: _____

 JEFFREY KAY
 CITY MANAGER

APPROVED AS TO FORM:

 RICHARD D. PIO RODA
 CITY ATTORNEY

CITY OF SAN LEANDRO

AGREEMENT FOR EMPLOYMENT OF ASSISTANT CITY MANAGER

This Employment Agreement (“Agreement”) is made and entered into the 21st day of September, 2020, by and between the City of San Leandro under the authority of and through its City Manager (“City”), a charter City of the State of California, and Elizabeth Warmerdam (“Assistant City Manager”). City and Assistant City Manager are together the “Parties.”

RECITALS

WHEREAS, the City desires to employ, as an “at-will” employee, the services of an Assistant City Manager for the City in accordance with applicable provisions of the San Leandro City Charter, Municipal Code and the terms of this Agreement; and

WHEREAS, Assistant City Manager desires to be employed as the at-will Assistant City Manager for the City in accordance with applicable provisions of the City Charter, Municipal Code and the terms of this Agreement; and

WHEREAS, the classification of Assistant City Manager shall be unrepresented; and

WHEREAS, it is the desire of the City to provide certain compensation and benefits, and establish certain conditions of employment for the position of Assistant City Manager through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

TERMS

1. Appointment

The City Manager hereby appoints Elizabeth Warmerdam to the position of Assistant City Manager in and for the City of San Leandro, California. Elizabeth Warmerdam hereby accepts such appointment under the terms and conditions of this Agreement.

2. Term of Agreement

This Agreement will become effective on September 1, 2020. The Agreement will expire on December 31, 2022, unless extended or terminated as provided herein. The Parties may terminate this Agreement pursuant to the provisions of Section 5.

3. At-Will Employment

Assistant City Manager is an “at-will” employee who shall serve at the pleasure of the City Manager per City Charter Article IV, Section 420. Accordingly, the City Manager may terminate Assistant City Manager’s employment under this Agreement at any time with or without cause.

4. Duties and Responsibilities

a. Assistant City Manager shall serve the City and perform the functions and duties of the position of Assistant City Manager as specified in the City's Charter, Administrative Code and Municipal Code; the Ordinances and Resolutions of the City; and any other legally permissible and proper duties and functions as the City Manager may from time to time assign.

b. Assistant City Manager shall be responsible for and shall report to the City Manager for the proper performance of all duties and functions assigned to Assistant City Manager.

5. Termination of Employment and Severance

a. This Agreement may be terminated with or without cause by the City Manager. In the event Assistant City Manager is terminated for cause, moved from the Assistant City Manager to a different position within the City such that this agreement becomes unnecessary or inapplicable, or voluntarily resigns from her employment with CITY, she shall not be entitled to severance. For purposes of this Agreement, the phrases "for cause," "with cause" and "without cause" relate only to Assistant city Manager's potential entitlement to severance, and do not alter the Assistant City Manager's at-will status.

b. Without Cause. Eligibility for severance is established if the Assistant city Manager is terminated without cause. If the City terminates this Agreement without "cause" before December 31, 2022, Assistant City Manager shall be compensated for all unused vacation leave; and paid a lump sum amount equal to Assistant City Manager's annual base salary; and provided health benefits for a period of six (6) months from receipt of written termination notice. Said payment of severance pay shall be conditioned upon Assistant City Manager signing an agreement to waive and release any and all claims against the City in a form acceptable to the City. Assistant City Manager shall receive the severance payment in a lump sum payment, less all applicable deductions, within fifteen (15) business days after execution of the waiver and release agreement.

c. For Cause. If Assistant City Manager is terminated "for cause," City shall not owe any severance under this Agreement. The determination of whether Assistant City Manager is terminated "for cause" shall be made in the complete discretion of the City. A termination "for cause" may include, but shall not be limited to, the following:

- (i) Violation of administrative policies and procedures;
- (ii) Failure to properly perform assigned duties;
- (iii) Theft of CITY property;
- (iv) Insubordination
- (v) Conviction of a felony;
- (vi) Conviction of a misdemeanor relating to Assistant City Manager's fitness to perform assigned duties;
- (vii) Conviction of a crime involving an abuse of office or position, as defined in Government Code Section 53243.4;
- (viii) Unauthorized absence from employment;
- (ix) Improper use of City funds or property;
- (x) Willful misconduct or malfeasance;
- (xi) Any act of moral turpitude or dishonesty;
- (xii) Other failure of good behavior either during or outside of employment such that the Assistant City Manager's conduct causes discredit to the City.

d. Resignation. Assistant City Manager shall provide forty-five (45) days notice in the event of a voluntary resignation unless the City agrees otherwise.

6. Compensation and Benefits

a. Salary. Assistant City Manager's initial annual base salary shall be \$225,432 (\$18,786 per month), which is step 5 of the Assistant City Manager publicly available salary schedule attached. Salary shall be payable on the City-established payroll cycle. There shall be no salary increase through December 31, 2021. Thereafter, Assistant City Manager salary increases shall reflect those provided to Department Heads as included in the San Leandro Management Organization Memorandum of Understanding.

b. Benefits. City agrees to provide to Assistant City Manager the same benefits provided to members of the San Leandro Management Organization (SLMO) pursuant to its current Memorandum of Understanding, in consideration for the services provided pursuant to this Agreement. In addition to these benefits, Assistant City Manager shall be eligible to receive retiree medical and/or dental benefits after two (2) year of continuous service with the City.

7. Indemnification & Professional Liability

The City shall defend, hold harmless, and indemnify Assistant City Manager from all demands, claims, suits, actions, errors, or other omissions in legal proceedings, whether groundless or otherwise, brought against the Assistant City Manager in her individual capacity or in her official capacity, provided the incident arose while the Assistant City Manager was acting within the course and scope of her employment, in accordance with the provisions of California Government Code Section 825 and the City will provide a defense in accordance with Government Code Sections 995 – 999.6. The City may decline to defend and/or indemnify Assistant City Manager only as permitted by the California Government Code.

8. Miscellaneous

- a. The text herein shall constitute the entire agreement between the Parties. This Agreement may not be modified, except by written agreement executed by both Parties.
- b. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- c. This Agreement shall be governed by the laws of the State of California.
- d. The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.
- e. This Agreement may be executed in counterparts containing original signatures.

9. Notices

Notices pursuant to this Agreement shall be in writing and served by mailing via the United States Postal Service, first class postage prepaid, addressed as follows:

- a. The CITY:
 City Manager
 City of San Leandro
 Civic Center
 835 East 14th Street
 San Leandro, California 94577

- b. ASSISTANT CITY MANAGER:

 Elizabeth Warmerdam
 HAND DELIVERED

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of mailing of such written notice, postage prepaid, with the United States Postal Service.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its City Manager and duly attested by its City Clerk, and Assistant City Manager has signed and executed this Agreement, on the day and year written below.

ASSISTANT CITY MANAGER

DATED: _____

 ELIZABETH WARMERDAM

CITY

DATED: _____

 JEFFREY KAY
 CITY MANAGER

APPROVED AS TO FORM:

 RICHARD D. PIO RODA
 CITY ATTORNEY

3584633.1

**CITY OF SAN LEANDRO
Assistant City Manager
Salary Schedule
Effective 1/1/2020**

SR	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
1	Assistant City Manager	15455	16230	17040	17892	18786



City of San Leandro

Meeting Date: September 28, 2020

Resolution - Council

File Number: 20-386

Agenda Section: ACTION ITEMS

Agenda Number:

TO: City Council

FROM: Jeff Kay
City Manager

BY: Jeff Kay
City Manager

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council approving the Memorandum of Understanding between the City of San Leandro and the San Leandro Management Organization (SLMO), and authorizing the City Manager to execute employment agreements for Police Chief and Assistant City Manager with no salary increase in the current fiscal year 2020-2021.

WHEREAS, a Memorandum of Understanding (MOU) was reached between the negotiators for the City of San Leandro and the San Leandro Management Organization (SLMO) for the period July 1, 2020 through December 31, 2021; and

WHEREAS, an employment agreement between the City of San Leandro and Jeffrey Tudor as Police Chief was negotiated for the period January 31, 2020 through December 31, 2022; and

WHEREAS, an employment agreement between the City of San Leandro and Elizabeth Warmerdam, as Assistant City Manager was negotiated for the period September 1, 2020 through December 31, 2022; and

WHEREAS, the MOU, employment agreements, and attached salary schedules, have been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof, and

WHEREAS, the City Manager recommends approval of said agreements.

NOW, THEREFORE, the City Council of the City of San Leandro does **RESOLVE** as follows:

1. That said MOU, agreements and attached salary schedules are hereby approved and

execution by the City Manager is hereby authorized; and

2. That the City Manager is authorized to make non-substantive revisions to the said MOU and agreements, subject to approval as to form by the City Attorney; and
3. That original executed agreements shall be attached to and made a part of this resolution.