MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MURRIETA
AND
MURRIETA SUPERVISORS ASSOCIATION

JULY 1, 2019 TO June 30, 2022

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA SUPERVISORS ASSOCIATION FOR THE PERIOD JULY 1, 2019 TO June 30, 2022

SECTION 1.01 INTENT AND PURPOSE 1
SECTION 1.02 RECOGNITION 1
SECTION 1.03 IMPLEMENTATION 1
SECTION 1.04 TERM OF MOU 1
SECTION 1.05 REOPENER 1
SECTION 1.06 UNFAIR EMPLOYEE RELATIONS PRACTICE 2
SECTION 1.07 MANAGEMENT RIGHTS 2
SECTION 1.08 EMPLOYEE RIGHTS 3
SECTION 1.09 PROBATION PERIOD 4
SECTION 1.10 GRIEVANCE PROCEDURE 5
SECTION 1.11 DISCIPLINARY AND APPEALS PROCEDURE 6
SECTION 1.12 LEAVE 11
SECTION 1.13 PROHIBITION OF STRIKES 16
SECTION 1.14 ASSOCIATION ACTIVITY 16
SECTION 1.15 NOTICE REQUIREMENTS 17
SECTION 1.16 LABOR-MANAGEMENT COMMITTEE 19
SECTION 1.17 HOLIDAYS 19
SECTION 1.18 POLITICAL ACTIVITIES 21
SECTION 1.19 SUBSTANCE ABUSE POLICY 21
SECTION 1.20 LAYOFF AND RETURN POLICY 22
SECTION 1.21 COMPENSATION 24
SECTION 1.22 ON CALL PROGRAM 25
SECTION 1.23 TEMPORARY ASSIGNMENT PAY 25
SECTION 1.24 DEFERRED COMPENSATION MATCH 25
SECTION 1.25 SPANISH LANGUAGE PAY 26
SECTION 1.26 SHIFT DIFFERENTIAL 26
SECTION 1.27 COURT TIME 26
SECTION 1.28 UNIFORM ALLOWANCE 26
SECTION 1.29 OVERTIME 26
SECTION 1.30 RETURN TO WORK PAY 27
SECTION 1.31 INSURANCE AND RETIREMENT BENEFITS 27
SECTION 1.32 WORK SCHEDULES 32
SECTION 1.33 TUITION REIMBURSEMENT PROGRAM 32
SECTION 1.34 OTHER ITEMS 33
SECTION 1.35 TOTAL COMPENSATION 33
SECTION 1.36 SEVERABILITY CLAUSE 34

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA SUPERVISORS ASSOCIATION FOR THE PERIOD JULY 1, 2019 TO June 30, 2022

SECTION 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as MOU) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding but not limited to matters relating to wages, hours, and terms and conditions of employment between employees represented by the MURRIETA SUPERVISORS ASSOCIATION (hereinafter referred to as "ASSOCIATION") represented by the negotiations team and the CITY OF MURRIETA (hereinafter referred to as "CITY") represented by management and the Murrieta City Council members.

SECTION 1.02 RECOGNITION

The CITY has recognized the ASSOCIATION as the exclusive representative bargaining agent for employees assigned to the positions recognized in Appendix A.

SECTION 1.03 IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Murrieta following the ratification of the MOU by the members of the ASSOCIATION. However, this MOU is of no force or effect unless or until adopted by the City Council.

SECTION 1.04 TERM OF MOU

The term of this MOU shall be July 1, 2019 through June 30, 2022. Negotiations for a successive term shall begin as mutually agreed upon by the CITY and the ASSOCIATION. Upon the expiration of this MOU, said MOU shall remain in full effect until such time as the meet and confer process for a successor MOU is completed.

SECTION 1.05 REOPENER

Should economic conditions change significantly, positively or negatively, either the CITY or the ASSOCIATION reserves the right to reopen negotiations. In the event this option is exercised, the CITY or ASSOCIATION shall submit written notice to the other party requesting a meeting and outlining the specific issues to be discussed.

The CITY may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, CITY or employee contributions and/or opt-out amount or requirements) in order to avoid penalties or taxes under the Affordable Care Act ("ACA") or other statutory scheme by the Internal Revenue Service ("IRS") or other federal agency (including, but not limited to, a revenue ruling,

regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

SECTION 1.06 UNFAIR EMPLOYEE RELATIONS PRACTICE

It is agreed that it shall be an unfair employee relations practice for the CITY and/or the ASSOCIATION or its representatives:

A. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this MOU.

B. To refuse to meet and confer in good faith with the ASSOCIATION, or its representatives to refuse to meet and confer in good faith with the CITY on matters within the scope of representation.

SECTION 1.07 MANAGEMENT RIGHTS

The ASSOCIATION recognizes the prerogative of the CITY and the City Manager to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authority which the CITY has not officially abridged, delegated, or modified by this MOU and such powers or authority are retained by the CITY. These management rights include but are not limited to the following:

A. To utilize personnel, set hours of work and work schedules, methods, procedures, and means in the most appropriate and efficient manner possible.

B. To manage and direct the employees of the CITY.

C. To maintain the efficiency of governmental operations.

D. To hire, schedule, promote, transfer, assign, train or retrain employees in positions within the CITY including determining the procedures and standards of selection for employment and promotions.

E. To suspend, demote, discharge, or take other appropriate disciplinary action against the employee for just cause.

F. To determine the size and composition of the work force and to lay off employees. Lay-off actions shall be implemented based upon the recognized lay-off procedure.

G. Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the CITY operations are to be conducted.

H. To establish and enforce dress and grooming standards.

I. To determine the content of job classifications.

J. To establish and modify productivity and performance programs and standards, including, but not limited to quality and quantity standards, and to require compliance therewith.

K. To determine methods of financing.

L. To exercise complete control and discretion over its organization and the technology of performing its work.

M. To determine the mission of the CITY and the methods and means necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; and the utilization of students, part time employees, and/or contractors.

N. It is understood by the parties that every incidental duty is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

O. The ASSOCIATION recognizes that the CITY has statutory rights and obligations in contracting for matters relating to CITY operations. The right of contracting or subcontracting is vested in the CITY including, but not limited to, the exercise of said contracting and subcontracting rights in the event of an emergency or essential public need or where it is not economical for CITY employees to perform said work.

P. The CITY retains the right to establish reasonable work rules of conduct. Any dispute with respect to these work rules shall not be subject to arbitration of any kind, but any dispute with respect to the reasonableness of the application of said rules may be subject to the grievance and arbitration procedures as set forth in this MOU.

Q. Any dispute with respect to MANAGEMENT RIGHTS shall not in any way be subject to arbitration.

SECTION 1.08 EMPLOYEE RIGHTS

It is agreed that each individual employee shall have the following rights, which he may exercise in accordance with applicable laws, ordinances, and rules and regulations:

A. The right to form, join and participate in activities of the ASSOCIATION for the purpose of representation on matters of his/her employee relations with the CITY or not to join or participate in the activities of any organization or association.

B. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisors, other employees or employee organizations with respect to his/her

membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

C. Other than regarding the meet and confer process, ASSOCIATION members may be represented by an individual/entity of his/her choice.

SECTION 1.09 PROBATION PERIOD

A. Initial Probation:

All newly hired employees shall serve a twelve (12) month probation period commencing on the designated effective date of initial employment.

B. Probation Following Promotion:

All newly promoted employees shall serve a six (6) month probation period commencing on the designated effective date of promotion. If the newly promoted employee does not pass probation as determined by the CITY, the CITY shall return the employee to their previous position prior to the promotion.

C. Probation Following Recall:

A former employee who is recalled to a classification in which they never completed the required probation period prior to layoff shall have a new twelve (12) month probationary period, or who is recalled to a new classification which they have never previously held, shall serve a six (6) month probation commencing on the designated effective date of re-employment.

A former employee who had passed the required probation period prior to layoff for the same classification to which they are recalled, was laid off for a period of greater than twelve (12) months, and is subsequently recalled to a classification other than that held immediately prior to the layoff shall serve a three (3) month probation period commencing on the designated effective date of re-employment.

A former employee who had passed the required probation period prior to layoff, was laid off for a period of twelve (12) months or less, and is recalled to the same classification which they held immediately prior to the layoff shall not be required to complete an additional probation period upon recall.

D. Performance Evaluation During Probation:

Each employee serving a probationary period shall, in accordance with CITY policies in the Employee Handbook as revised in November 1997, receive at least one (1) performance evaluation during their probationary period. Such evaluation will be done at the end of the first six (6) months of employment.

E. Employment Status During Probation:

Probationary employees, excluding those on a promotional probation, are considered "at will" employees and serve at the pleasure of the City Manager. They may be discharged at any time during the probationary period for any reason, with or without cause, and with no rights of appeal.

Employees who are on probation following a promotion retain their regular employment status with the CITY and may not be discharged from employment without cause. However, such employees may be returned to their former position during the probationary period with or without cause and with no rights to appeal.

SECTION 1.10 GRIEVANCE PROCEDURE

The CITY and the ASSOCIATION agree to meet and confer in order to amend the existing grievance procedure by clarifying language and establishing acceptable time frames for the filing of grievances.

A. Matters Subject to the Grievance Procedures. A grievance is a complaint by an employee or the employee's ASSOCIATION that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, any other work rules, conditions of employment or regulations of the CITY or department or actions of management regarding employee relations. Disciplinary actions are subject only to the provisions of the disciplinary procedures section of this MOU and are not subject to the procedures of this section.

1. No punitive action will be assessed against an employee for utilizing the grievance procedure.

2. In a hearing or meeting with the supervisor, Department Head or City Manager called to resolve a grievance, a maximum of two employees, or ASSOCIATION representatives, which may or may not include the grievant, may be excused from work, with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.

3. The preparation of grievances shall not unreasonably interfere with the employees' regularly assigned duties.

4. At any stage of the grievance process, both parties are entitled to representation.

B. Informal Grievance Procedures. Every effort shall be made to resolve a grievance through discussion between the employee, and/or the employee's designated representative and the employee's immediate supervisor. If, after such discussion, the employee does not feel the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior within the department. The informal grievance process shall be commenced not later than twenty (20) calendar days after the employee/ASSOCIATION knew or

reasonably should have known of the occurrence which is the subject of the grievance. Failure to timely initiate the grievance procedure, and to meet with the supervisor's superior not later than twenty (20) calendar days after being advised of the supervisor's decision, shall be a bar to further processing of the grievance.

C. Formal Grievance Procedures. If the employee is not in agreement with the decision rendered in the informal grievance procedure, the employee shall have the right to present a formal grievance in writing to the Department Head within twenty (20) calendar days after receipt of the decision at the informal grievance step. The Department Head shall meet with the employee and/or the employee's designated representative within twenty (20) calendar days after receipt of the written grievance. The Department Head shall review the grievance, render a decision in writing and return it to the employee and/or the employee's designated representative within twenty (20) calendar days after meeting with the employee or the employee's designated representative.

D. Appeal Procedures. If the employee disagrees with the decision reached by the Department Head, the employee may present an appeal in writing to the City Manager within twenty (20) calendar days after the employee's receipt of the Department Head's decision. The City Manager shall set a meeting with the employee and/or the employee's designated representative to discuss the grievance within twenty (20) calendar days. Within twenty (20) calendar days following the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's designated representative. The City Manager's decision shall be final.

E. Extension of Time Limits. All time limitations imposed by the grievance procedures described in this section may be extended by mutual written agreement between the CITY and the employee.

SECTION 1.11 DISCIPLINARY AND APPEALS PROCEDURE

A. Standards of Conduct. All employees are expected to adhere to standards of reasonable and prudent conduct.

B. Applicability of Discipline. Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the ASSOCIATION shall have rights to the notice and hearing requirements set forth in this section.

C. Discretion In Disciplinary Action. The City Manager, Department Head, and supervisors may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record with the CITY.

D. Permitted Disciplinary Action. Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

Oral admonishment
Directive Memorandum
Corrective Counseling Memorandum
Written reprimand
Suspension Without Pay
Reduction in salary
Demotion
Dismissal

E. Oral Admonishment. Pre-disciplinary oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental and/or CITY standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. Oral admonishments shall be memorialized in writing.

F. Directive Memorandum. When oral communication has not been sufficient, a pre-disciplinary directive memorandum can be issued to inform and direct the employee in writing how to complete a task and perform correctly in the future. It may also be used to give general direction to one or more employees.

G. Corrective Counseling Memorandum. A pre-disciplinary formal counseling process includes a dialogue between the supervisor and the employee and results in a corrective memorandum issued to the employee which informs the employee that even after previous direction, a task is still being completed incorrectly. This is a warning that further occurrences may result in disciplinary action and is the last pre-discipline step. The memorandum requires correction of performance.

H. Written Reprimand. A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum including a full, accurate and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future and likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within fourteen (14) calendar days and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.

I. Suspension Without Pay. When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Department Head may impose suspension without pay. Such suspension shall occur only after the notice procedures specified in subsections M through P have been complied with and shall be subject to appeal in accordance with subsections Q through U of this section.

J. Reduction In Salary. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period or an extended period, as specified by the Department Head. Any reduction in salary shall be subject to the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

K. Demotion. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head shall have the right to demote an employee for unsatisfactory performance. An employee is demoted by moving to a lower class with an appropriate reduction in pay or a reduction in pay step. A new anniversary date shall be established. Any demotion shall be subject to the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

L. Dismissal. When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to make further employment not in the CITY'S interests, or for other good cause, the Department Head shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

M. Pre-disciplinary Procedures. An employee being considered for any discipline involving loss of time or wages shall be ensured due process through application of subsections N through P of the pre-disciplinary steps described in this section.

N. Written Notice. Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made and to whom and where it should be made shall be specified in the notice of intended discipline.

O. Employee Response. An employee is entitled to a reasonable time, not to exceed fourteen (14) calendar days, to answer a notice of proposed discipline. The Department Head may grant an extension of the response period if the employee can demonstrate a reasonable need. Should an employee respond, the Department Head shall consider the response in reaching a decision or disciplinary action. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee

requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The employee may neither cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations the employee believes might affect the disciplinary decision. Extensions shall be permitted only with the consent of the Department Head. If the employee fails to respond within the time specified, the Department Head may proceed with a decision.

The Department Head has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

P. Department Head's Response. The Department Head shall provide a written answer to an employee's response at the earliest practical date, not to exceed fourteen (14) calendar days following the response of the employee. The Department Head shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Department Head. The answer shall inform the employee which of the reasons and grounds in the notice of proposed discipline have been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The effective date of discipline shall be included in the answer.

If, the Department Head decision results in a finding that the discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following conclusion of the City Manager level appeal.

Q. Appeal of Disciplinary Actions. Any employee may appeal imposition of discipline within fourteen (14) calendar days after the receipt by the employee of the Department Head's answer. Appeals from discipline shall be in writing, signed by the appellant or the appellant's representative, and delivered to the City Manager.

R. Appeal Hearing. Upon receipt of a timely letter of appeal, the City Manager shall set a time for a hearing. The hearing shall be held within thirty (30) calendar days after receipt of the appeal letter. The City Manager shall give not less than seven calendar days' written notice to the appellant, and any such person requesting same, of the time and place of such hearing. Said hearing shall be scheduled during normal City Hall business hours. The hearing may be open to the public or closed at the appellant's option. The appellant may appear personally and represent himself/herself or be represented by another of the appellant's choosing.

1. During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing, unless the City Manager, in his or her discretion and for good cause, otherwise directs.

2. No photography, still or motion video shall be taken in the hearing room during the hearing. Audio recording will be permitted.

3. The City Manager, prior to or during a hearing, may grant a continuance for any reason deemed to be important to the manager in reaching a fair and proper decision.

4. The City Manager shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The appellant may present oral or documentary evidence and may cross-examine any witness called by the department. The appellant may make an opening statement on the appellant's behalf. The department's representative may cross-examine any witness called by the appellant. Both the department and the appellant may present rebuttal evidence. The department may then make a closing statement, followed by the appellant.

5. The City Manager shall not be bound by technical rules of evidence.

6. The City Manager may, at the Manager's discretion, appoint a hearing officer to conduct the hearing on the manager's behalf and to report findings and recommendations to the Manager for final decision. In this case, a copy of the hearing officer's report shall be provided to the appellant.

S. Findings and Decisions. The City Manager shall, within fourteen (14) calendar days after the conclusion of the hearing or of receipt of a hearing officer's report, cause findings and a decision to be prepared in writing. The City Manager shall determine whether the action of the Department Head is supported by the evidence. Should the City Manager find that none of the charges are supported by the evidence presented, the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the appellant's personnel file. Should the City Manager find that any or all of the charges are supported, the Manager shall affirm, overrule or modify in whole or in part the Department Head's disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the appellant and the appellant's designated representative. A copy will be forwarded to Human Resources for inclusion in the appellant's personnel file.

T. Appellant's Status During Appeal. If the pre-disciplinary meeting with the Department Head results in a decision that discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following conclusion of the City Manager level appeal.

U. Time Limits. All time limitations of this section may be extended or shortened by mutual agreement of the parties.

SECTION 1.12 LEAVE

All applicable leave accruals (i.e. annual) are calculated and credited to each employee based upon an eight (8) hour work day. All leave hours taken shall be based upon the length of a given employee's work day (i.e. 8 hrs, 9 hrs, 10 hrs, 12 hrs) and charged against the applicable accrued leave balance.

A. JURY LEAVE

Employees who are called for jury service in any court in the State of California or in the United States shall be granted a paid leave of absence to serve as a juror.

An employee summoned to and serving on jury duty shall submit evidence of the summons to the employee's supervisor and may be absent from duty with full pay. The employee shall be entitled to retain the pay received for jury duty as partial or full reimbursement for the additional expenses associated with jury duty with no additional reimbursement by the CITY.

B. MILITARY LEAVE

Military leaves of absence shall be governed by the provisions of the Military and Veterans Code §395 et seq.

C. STATUTORY LEAVE

It is the intent of the CITY to comply fully with all statutory leave provided by law, including but not limited to the Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), Pregnancy Disability Leave ("PDL"), and the Family School Partnership Act (Labor Code §230.8). Nothing in this MOU is intended to restrict employees' rights to statutory leave under these laws.

D. BEREAVEMENT LEAVE

An employee may use up to three (3) work shifts of paid Bereavement Leave if required to be absent from work due to the death of an employee's immediate family member. Additional time off may be authorized by the Department Head. Any additional time off will be charged to the employee's accrued Annual Leave or treated as leave without pay. However, if the employee provides documentation that three hundred (300) or more miles were traveled one way pursuant to use of Bereavement Leave, an additional two (2) paid shifts of leave may be provided.

Immediate family shall be defined as: spouse, registered domestic partner, child, parent, sibling, grandparents; the aforementioned either natural, legally adopted, step or in-law, or any person over whom the employee acts as legal guardian, or a verifiable current member of the employee's immediate household. The CITY

and the ASSOCIATION agree that the definition of immediate family shall include an ex-spouse if the employee is escorting dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.

E. ANNUAL LEAVE

1. All employees covered by the terms and conditions of this MOU shall accrue Annual Leave per the following schedule:

Years of Service	Annual Accrual	Maximum Accrual
1 to 3 years	168 hours per year	594 hours
4 to 6 years	192 hours per year	594 hours
7 to 10 years	216 hours per year	594 hours
11 to 15 years	232 hours per year	594 hours
16+ years	272 hours per year	594 hours

2. The maximum amount of scheduled Annual Leave time which may be taken shall be thirty (30) working days in a fiscal year, unless used for sick leave purposes. Additional Annual Leave for exceptional situations may be granted on a case-by-case basis by the City Manager.

3. A minimum of eighty (80) hours of leave (a combination of Administrative, Annual or Floating Holiday) must be used each fiscal year by the employee.

4. Annual Leave may be accrued up to a maximum of five hundred and ninety-four (594) hours. When this maximum amount is reached the employee will no longer accrue additional Annual Leave. Annual Leave accruals will re-commence in the pay period in which the use of Annual Leave reduces the balance below the maximum allowed. It is incumbent upon the employee to manage their accrued annual time off, so as not to exceed the maximum amount of five hundred and ninety-four (594) hours.

5. Represented employees who have a balance of at least one hundred and sixty (160) hours of Annual Leave, and have used a minimum total of eighty (80) hours of Annual Leave in the past fiscal year, can cash out a maximum of fifty (50) hours of Annual Leave on the first payday in June and December each year.

6. Earned and accrued Annual Leave, not being taken as sick leave, may be taken before the completion of the first year of service with the approval of the City Manager or designee.

   Earned and accrued Annual Leave may be taken for the purpose of sick leave after the completion of ninety (90) days of CITY service and does not require City Manager approval. [See Section 1.12(F) below for requirements related to the use of Annual Leave as sick leave].

7. Holidays falling within the scheduled Annual Leave period shall not be considered as part of an employee's Annual Leave. Should a holiday be declared during an employee's Annual Leave period, an equivalent number of Holiday Leave Bank hours will be used instead of Annual Leave. Illness occurring during a scheduled Annual Leave period shall not be considered as unscheduled (sick) leave.

8. Any employee who is eligible for Annual Leave benefits and terminates their employment with the CITY will be paid for any unused Annual Leave hours.

9. Use of Annual Leave in excess of eighty (80) consecutive hours, excluding usage for qualified sick leave, will require the City Manager's approval.

F. SICK LEAVE

1. Personal Sick Leave:

When an employee is absent from work due to personal illness, injury, a health related reason (such as the diagnosis, care or treatment of a health condition), or preventative care, said leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank).

2. Family Sick Leave:

When an employee is absent from work, or needs a leave of absence, due to the illness, injury or health related reason (such as the diagnosis, care or treatment of a health condition), or preventative care of a qualified family member, said leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank).

For the purpose of Family Sick Leave, a qualified family member means the employee's: child (includes any age or dependency status, or for whom the employee is a legal ward or stands in loco parentis), parent (includes person who stood in loco parentis of the employee as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling.

3. Other Statutory Use:

Leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank) to cover an absence for an employee who is a victim of domestic violence, sexual assault, or stalking to:

(a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).

(b) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

4. Medical Certification:

In the event of sick leave absences due to personal illness or injury, which exceeds three (3) consecutive workdays, the Department Head or Human Resources may require a physician's statement indicating the employee's fitness to return to work.

5. Sick Leave Bank:

A. All sick leave hours which were accumulated since the employee's date of hire up to and including the pay period ending July 6, 1996 were frozen and placed in a Sick Leave Bank for each eligible employee. This Sick Leave Bank shall remain available for the employee's use during their employment for qualifying absences for illnesses, injury, preventative healthcare, or any other reason allowed by law for the use of sick leave, which results in an absence of one (1) day or more.

B. At the time of an employee's resignation, employees shall be eligible to receive a payment of fifty percent (50%) of the unused Sick Leave in their Sick Leave Bank at the employee's current rate of compensation. Employees retiring from the CITY will receive the value of fifty percent (50%) of the unused Sick Leave in their Sick Leave Bank at the employee's current rate of compensation which will be deposited directly into a Retirement Health Savings account. The remaining accumulated, but unused sick leave hours cannot be used for any purpose other than CalPERS service credit for employees who are retiring.

G. ADMINISTRATIVE LEAVE

Each employee will accrue Administrative Leave at the rate of 2.3077 hours per pay period, for up to a maximum of sixty (60) hours per year.

Employees separating from service with the CITY will be compensated for all accumulated, but unused, hours of Administrative Leave. Payment shall be made at the employee's current rate of compensation.

Employees are allowed to sell back up to twenty (20) hours of accumulated, but unused, hours of Administrative Leave each fiscal year, payable on the first payday in June. Payment shall be made at the employee's current rate of compensation.

Employees who are eligible for overtime will not receive Administrative Leave. Incumbents currently holding the position of Public Safety Radio Systems Administrator and currently receiving administrative leave in addition to overtime shall continue to do so while remaining in their current positions.

H. LEAVE OF ABSENCE WITHOUT PAY

In the event an employee has exhausted all paid leave accruals, an employee may be allowed a Leave of Absence Without Pay for a period not to exceed six (6) months. This can be initiated by a written request from the employee or a family representative if the employee is unable to make the request. The request shall be directed to the employee's Department Head, who will forward it with a written recommendation to the City Manager for review and approval. The City Manager's decision to approve or deny the request shall be final in all cases.

During such Leave of Absence Without Pay, no credits for Annual Leave and Holidays will be accrued and the employee will be excluded from all other compensation and fringe benefits. However, the employee may, at their own discretion and cost, take advantage of the Consolidated Omnibus Budget Reconciliation Act ("COBRA") program so that applicable health benefits may continue.

I. DISABILITY LEAVE

1. Worker's Compensation Leave:

   When an employee is unable to work due to an accepted work-related injury, the employee shall receive Total Temporary Disability (TTD) benefits as provided by law. For sixty (60) work days the CITY shall pay the employee the difference between their regular base salary and the amount of the TTD payment. Any partial day off will count as a full day towards the sixty (60) days. Beyond the sixty (60) work days of TTD, the employee shall have the option of using accumulated Annual Leave to supplement the TTD, provided the combined amount received from TTD and the supplement does not exceed one hundred percent (100%) of the employee's base salary.

   During a pay period wherein an employee is supplementing their TTD with accrued Annual Leave, the employee will continue to accrue all paid leave and benefits at their normal rate. This supplement shall be, at a minimum, equal to the employee's bi-weekly accrual rate.

2. Non-Industrial Disability Leave:

   When an employee is unable to work due to a non-industrial illness or injury, the employee shall have the option to use accumulated paid leave to cover the period of absence.

   During a pay period wherein an employee is on paid leave for any portion thereof, the employee will continue to accrue all paid leave and benefits at their normal rate. In the event an employee is no longer in a paid status for any portion of a pay period than the provisions of a Leave of Absence Without Pay in Section 1.12(H) will apply.

SECTION 1.13 PROHIBITION OF STRIKES

A. The ASSOCIATION, its officers and members, shall neither cause nor counsel its members or any non-represented employees to strike for any reason, nor shall it in any manner cause them to directly or indirectly to commit any concerted acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the employer, namely, the CITY, for any reason. The occurrence of any such acts or actions prohibited in this section by the ASSOCIATION shall be deemed a violation of this MOU.

B. In applying the provisions of this section, all of its terms used here shall be given the meaning commonly understood.

C. The ASSOCIATION shall not be liable where the acts or actions previously enumerated are not caused or authorized directly or indirectly by the ASSOCIATION.

SECTION 1.14 ASSOCIATION ACTIVITY

A. Meetings:

ASSOCIATION members shall be granted one (1) hour of paid release time per year to attend an annual membership meeting. In addition, all ASSOCIATION members shall be provided paid release time to attend MOU ratification meetings not to exceed three (3) per year if such meetings are scheduled during their normal work shift. ASSOCIATION Board, ratification, and membership meetings may be held on CITY property using CITY meeting facilities subject to availability. Five (5) calendar days advance notice shall be given to Human Resources for membership, ratification, and ASSOCIATION Board meetings when release time is involved. ASSOCIATION Board members shall be granted paid release time for up to six (6) ASSOCIATION Board meetings per calendar year. ASSOCIATION negotiating members shall each be entitled to up to one (1) hours of paid release time before each meet-and-confer session and one half (1/2) hours of paid release time after each meet-and-confer session for preparation and discussions.

B. Representatives of the ASSOCIATION having business with the officers and individual members of the ASSOCIATION may confer with such officers or members during the course of the workday for a reasonable length of time provided that such activities do not impede the operation of the CITY.

C. Meet and Confer:

The ASSOCIATION shall advise the CITY, in writing, of its authorized representatives for the purpose of meet and confer with the CITY with respect to wages, hours, and terms and conditions of employment.

The ASSOCIATION may designate up to three (3) employees each calendar year. Such designated employees, acting as authorized representatives for the

ASSOCIATION, shall be paid their regular salary and suffer no loss in pay or benefits for the release time spent in meeting and conferring with the CITY during their regular work hours, including time spent in caucuses during the negotiations. No payment will be made for any time spent outside of the employee's normal workday.

D. Bulletin Boards:

The CITY shall provide space on a bulletin board at City Hall and permit the use of the same for ASSOCIATION announcements. A reasonable amount of time will be allowed members of the ASSOCIATION to post ASSOCIATION notices. All notices shall be posted by an authorized representative of the ASSOCIATION and shall relate to the following ASSOCIATION matters:

1. Recreational and social affairs and/or discounts
2. Membership meetings
3. Elections and/or appointments
4. Committee reports
5. Rulings or policies
6. Judicial and quasi-judicial decisions affecting the unit, such as the results of fact finding, grievances, etc.
7. Any other material authorized by the City Manager or designee

Notices and announcements shall not contain anything political or controversial, or anything negatively reflecting upon the CITY, any of its employees or officers, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by the City Manager or designee prior to posting.

E. ASSOCIATION notices, logos, and decals shall not be permitted on any CITY property or equipment except as provided for in Section 1.14, paragraph D.

F. A reasonable amount of time will be allowed members on duty to vote in ASSOCIATION elections and referendums provided, however, that on-duty personnel shall not be allowed to leave their assigned duty stations.

SECTION 1.15 NOTICE REQUIREMENTS

A. In any case, when the CITY determines to reclassify the position of an ASSOCIATION member in a manner which will decrease the number of ASSOCIATION members who are represented or eligible for membership by the

ASSOCIATION, Human Resources shall notify the ASSOCIATION in writing of the change at least thirty (30) days prior to the proposed effective date of the change.

B. Reporting Requirements:

1. Human Resources shall notify the ASSOCIATION's designated representatives, via email by no later than ten (10) days after the completion of a Personnel Action Form ("PAF"), when an ASSOCIATION represented employee is hired, promoted within the bargaining unit, reclassified within the bargaining unit, leaves the bargaining unit, or receives a salary advancement.

   Excluding new hires, the only information the CITY is required to provide to the ASSOCIATION, due to the processing of such PAF, is the employee's first/last name, employee identification number, type of status change (i.e. promotion, reclassification, separation from service, salary advancement, etc.), new status (i.e. new job title, new salary step, etc.), and effective date of the change.

   For each new hire, the CITY shall provide the ASSOCIATION with all of the information required in Section 1.14.05(B)(2) below within thirty (30) days of hire, or by the first pay period of the month following hire.

2. The CITY shall provide the ASSOCIATION with an updated employee list the first week of the month in January, May and September of each year.

   The list shall include the following information on each employee:

   - First and Last Name
   - Employee Identification Number
   - Date of Hire
   - Job Title
   - Home Address
   - Home Mailing Address (if different)
   - Home Phone Number
   - Personal Cell Phone Number (if known)
   - Personal E-Mail Address (if on file)
   - Department
   - Work Address

- Work Phone Number
- Salary Anniversary Date
- Salary Step
- Rate of Pay

The lists shall be submitted in a usable electronic format, preferably Excel, to the three (3) employee representatives who have been designated under Section 1.14(C) of this MOU and the ASSOCIATION's designated labor consultant/representative (if any).

C. New Employee Orientation:

Except when unforeseen events require less notice, the CITY shall provide no less than ten (10) days' advance written notice by email to the three (3) employee representatives who have been designated under Section 1.14(C) of this MOU and the ASSOCIATION's designated labor consultant/representative (if any) of any new employee orientation which includes new hires in this unit. One (1) representative from the ASSOCIATION shall be permitted to meet with each new hire, for no more than twenty (20) minutes of paid work time, at the conclusion of the orientation.

SECTION 1.16 LABOR-MANAGEMENT COMMITTEE

The CITY and ASSOCIATION agree to establish a Labor-Management Committee ("LMC"). Each party shall appoint no less than two (2) members to the LMC. The LMC shall meet on an ad hoc basis, but no more than once every three (3) months unless mutually agreed to otherwise, at a mutually convenient time and place to informally discuss any matters pertinent to maintaining good employer-employee relations. Both parties agree and understand the LMC is only advisory in nature. Each party shall advise the other at least two (2) working days prior to such meeting of the subject matters they wish to discuss. Employees shall not lose any compensation or benefits for attendance at LMC meetings conducted during regular work hours.

SECTION 1.17 HOLIDAYS

A. CITY employees shall be eligible for holidays as prescribed in this section of this MOU.

B. The approved CITY holidays shall be as follows:

(1) January 1st, known as "New Year's Day"
(2) Dr. Martin Luther King Holiday (January)
(3) The third Monday in February, known as "Presidents' Day"
(4) The last Monday in May, known as "Memorial Day"
(5) July 4th, known as "Independence Day"

(6) The first Monday in September, known as "Labor Day"
(7) November 11th, known as "Veterans' Day"
(8) Thanksgiving Day
(9) The Friday after Thanksgiving
(10) December 24th, known as "Christmas Eve"
(11) December 25th, known as Christmas Day
(12) December 31st, known as "New Year's Eve"**
(13) One (1) Floating Holiday

** Half Day Holiday

Each holiday shall be valued at nine (9) hours, including the Floating Holiday but excluding the half day holiday (denoted by asterisk) which shall be valued at four and one-half (4.5) hours each.

C. Holiday Leave Bank:

For accounting purposes, in fiscal year 2019/20, each employee on a flex schedule shall begin with a bank of one hundred twelve and one half (112.5) hours of Holiday Leave which will be added to the leave balances on the first payday in July. An employee's Holiday Leave Bank shall be reduced by the number of hours taken for each holiday.

Employees are required to use Holiday Leave each time a CITY authorized holiday falls on a day when the employee would normally be scheduled to work. When a CITY authorized holiday falls on a day when a CITY facility is normally closed, an additional day will not be designated as a holiday. When this occurs, no holiday hours will be deducted from employees' Holiday Leave Banks and employees will be able to use them as holiday leave at another time, provided the holiday has already occurred. The Floating Holiday may be used as paid leave at any time during the same fiscal year in which it was credited to the employee's Holiday Leave Bank. Such time must be scheduled in advance and approved by the Department Head with consideration given to sufficient staff being available to continue the efficient operation of the department.

Holidays, excluding the Floating Holiday, occurring during a Leave Without Pay are not earned. An employee on a Leave Without Pay for the entire fiscal year will not earn the Floating Holiday for that same year. Such unearned holiday hours will be deducted from the employees Holiday Leave Bank.

Employees in the position of CAD/RMS Administrator-Public Safety Dispatch Supervisor or Public Safety Dispatch Supervisor may cash out up to forty (40) hours of unused holiday leave hours on the first payday in June and December each year.

Any Holiday Leave Bank hours which are not used by the last payday that ends in June each year shall be forfeited.

Employees beginning employment during the fiscal year will start with a prorated Holiday Leave Bank. Hours will be credited as follows:

a. Nine (9) hours for each full day CITY authorized holiday that has not yet occurred; and

b. Nine (9) hours of floating holiday time; and

c. Four and one-half (4.5) hours for each half day CITY authorized holiday that has not yet occurred (i.e. New Year's Eve Day).

Employees terminating employment with the CITY during the fiscal year will receive payment for unused holiday leave as follows:

a. Nine (9) hours for each full day CITY authorized holiday that has already occurred during that fiscal year; and

b. Four and one-half (4.5) hours for each half day CITY authorized holiday that has already occurred during that fiscal year; and

c. Nine (9) hours for the Floating Holiday if the employee has not yet used their Floating Holiday during that fiscal year.

Necessary adjustments to the Holiday Leave Bank upon termination of employment will be deducted from the final pay check.

Effective July 1, 2020, the CITY shall discontinue the holiday leave bank program. The CITY and the ASSOCIATION agree to meet and confer outside of MOU negotiations on terms and effects of the change with the intent of reaching agreement no later than April 1, 2020.

SECTION 1.18 POLITICAL ACTIVITIES

A. While employees are encouraged to vote before or after their normal work hours, any employee entitled to vote in a public election shall be afforded the necessary time off to do so in accordance with applicable law.

B. Employees shall strictly observe all rules of the CITY relating to political activity while on duty.

SECTION 1.19 SUBSTANCE ABUSE POLICY

It is the responsibility of all affected employees to cooperate to protect lives, personal safety and property of co-workers and fellow citizens. All employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers. Towards this goal, employees will follow the CITY's Drug Free Workplace Policy which has been established and maintained separate from this MOU.

SECTION 1.20 LAYOFF AND RETURN POLICY

PURPOSE: To provide a policy to be followed in the event of a reduction in the workforce and subsequent recall for employment of affected employees represented by the ASSOCIATION.

A. Layoff. The CITY reserves the right to layoff employees for lack of work, budgetary reasons, technological changes, or other CITY actions that necessitate a reduction in the work force. In the event of a layoff, it is the intent of the CITY to retain the most qualified employees.

   1. The Department Head, in consultation with Human Resources, as approved by the City Manager, will implement the layoffs.

   2. In the event of a layoff, temporary, seasonal, part-time, or probationary employees within the affected class shall be laid off first. Contracts for services for duties performed by the affected classification shall be eliminated prior to layoff, except for contracts requiring specialized knowledge, skills, and abilities for the project(s). Subsequent layoffs within the CITY will be accomplished in the following order:

      a. Seniority within the affected classification.

      b. Seniority with the CITY.

      c. Performance, based on the most recent performance evaluation in the employee's personnel file.

   3. A laid off employee shall be entitled to "bump" to a position in a classification in the ASSOCIATION which she/he formerly held a full-time, non-probationary appointment and in which there is an employee with less CITY seniority and if physically and mentally able to perform the duties of the former class. The displaced employee shall be considered as laid off for the same reason as the person who displaced him/her and shall in the same manner be eligible to "bump" to a position and class in which she/he formerly held a full-time, non-probationary appointment. In the event of a tie, performance evaluations shall be utilized in effecting the lay-off.

   4. When practical, notice of layoff shall be given with as much advance notice as possible, but no less than fourteen (14) calendar days before the implementation date. When said notice cannot be given, the employee shall be provided with compensation equal to the number of hours the employee would have typically worked during the fourteen (14) calendar days following said notice.

   5. Laid off employees shall receive compensation, less required taxes, only for applicable accumulated Annual Leave, holiday compensation, and unused Administrative Leave he/she has due. Annual Leave shall be compensated

based upon the total number of accrued Annual Leave hours multiplied by the employee's base hourly rate of pay. Employees shall be compensated with a payment of unused Sick Leave balance pursuant to Section 1.12(F) of this MOU.

6. An employee shall not continue to accumulate seniority, Annual Leave, or any other service-related benefits during the period of time he or she is laid off.

B. Recall List. The names of full-time, permanent employees who have been laid off shall be placed on a recall list for the position held at the time of lay-off for a period not to exceed twenty-four (24) months.

Individual names may be removed from the recall list for any of the following reasons:

1. The expiration of twenty-four (24) months from the date of placement on the list.

2. Re-employment with the CITY in a regular full-time position.

3. Failure to respond within fourteen (14) calendar days of mailing a certified letter regarding availability for employment. The certified letter shall be mailed to the employee's last known address.

4. Failure to report to work within fourteen (14) calendar days of mailing a certified letter containing a notice or recall to a position.

5. Written request to be removed from the list.

C. Recall. In the event of a recall from a layoff, employees shall be recalled in reverse order of lay-off providing that the recalled employee meets the minimum qualifications for the position to be filled.

1. The classification for which the employee may be recalled to fill may be at a lower classification than the one which the employee held prior to being laid off. Financial compensation for recalled employees would be within the CITY's salary range for the classification being filled through the recall process. Returning employees shall be entitled to seniority accrued prior to layoff. All recalled employees shall serve a probationary period in accordance with Section 1.09 of the MOU between the CITY and ASSOCIATION.

2. All returning employees must successfully pass a physical examination appropriate for the respective job classification so as to ensure the returning employee is medically capable of performing the required duties.

3. When vacancies occur, the CITY shall utilize the recall list prior to conducting an outside recruitment for positions represented by the ASSOCIATION.

4. Full-time, permanent employees who have been laid off and later recalled within twenty-four (24) months of placement on a recall list, shall on recall, have the same retiree health insurance vesting rights for purposes of computing CITY-funded retiree health insurance benefits, as was held by the employee at the time of layoff.

SECTION 1.21 COMPENSATION

A. Salary Increase:

1. All represented employees hired on or before October 1, 2019 and still employed at time of payment processing shall receive a one-time stipend of one thousand five hundred dollars ($1,500).

2. During the term of this agreement employees represented by the ASSOCIATION shall receive the following cost of living adjustments:

    a. Five percent (5%) effective the first full pay period following City Council adoption of the MOU.
    b. Three and one half percent (3.5%) effective the first full pay period in July, 2020.

    c. Three and one half percent (3.5%) effective the first full pay period in July, 2021.

    d. Public Safety Dispatch Supervisors shall receive an additional seven percent (7%) effective the first full pay period following City Council adoption of the MOU.

B. Salary Advancement:

Advancement between salary steps will occur as follows:

- If hired at Step A, upon successful completion of the first six (6) months of the initial twelve (12) month probationary period.

- Annually upon the employee's anniversary date until reaching the maximum salary step for their classification.

Salary advancement is based upon merit with satisfactory job performance. Annual performance evaluations shall be due based upon the employee's anniversary date of appointment to their current classification. Merit increases shall be effective the first day of the pay period immediately following the employee's anniversary date. If an employee does not receive a performance evaluation, within the time required, any merit increase that is awarded after the evaluation is conducted, shall be made and paid retroactive to the employee's anniversary date.

SECTION 1.22 ON CALL PROGRAM

Due to the special requirements of public safety staffing, the CITY will establish an on-call program for the classifications CAD/RMS Administrator-Public Safety Dispatch Supervisor and Police Support Services Supervisor to be compensated at $215.00 per month.

Information Technology positions represented by the ASSOCIATION will receive $215.00 per month when designated as on call by the department director or designee.

SECTION 1.23 TEMPORARY ASSIGNMENT PAY

As a result of vacancies, leaves of absence, or other reasons, it may be necessary to temporarily reassign the duties of an authorized position to another employee. When such an assignment requires the employee to assume substantial additional duties which are outside the scope of the employee's regular assignment for a period in excess of 30 consecutive calendar days, the employee shall be entitled to a salary adjustment to reflect the new duties. The following shall apply in these instances:

A. Approval required. Upon the recommendation of the Department Head and with the approval of the City Manager, an employee may temporarily be assigned to a higher level classification to perform duties provided that:

   1. The higher level position is vacant and is approved by the City Manager for new or continued staffing.

   2. The employee is called upon to perform a substantial amount of the duties of the higher level position and the duties for the higher level position are outside the scope of the employee's current classification as determined by the City Manager and the Department Head.

   3. The vacancy is expected to continue for at least thirty (30) consecutive calendar days, but not longer than one (1) calendar year, and

   4. The employee possesses the minimum qualifications to perform the work of the higher level position.

B. Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of approximately five (5) percent or the "A" step of the salary range of the higher level position, whichever is greater, for the duration of the temporary assignment beyond the first thirty (30) days. Such an assignment shall not extend beyond 180 calendar days without the approval of the City Manager.

SECTION 1.24 DEFERRED COMPENSATION MATCH

For those employees participating in a CITY sponsored deferred compensation program, the CITY shall contribute a matching amount to the employee's account on a dollar for dollar basis, not to exceed $1,800 per year.

SECTION 1.25 SPANISH LANGUAGE PAY

The CITY has established a bi-lingual program that provides an additional two and one half percent (2.5%) of base pay for eligible members of the ASSOCIATION who are fluent in the Spanish language. The number of members to be eligible shall be determined by the CITY and shall be based upon the CITY's needs. To become qualified an employee must be certified by the City Manager and or his/her designee after the employee passes a verbal conversation examination established by the CITY in cooperation with the ASSOCIATION.

SECTION 1.26 SHIFT DIFFERENTIAL

Employees in the following classifications shall receive a shift differential equal to five percent (5%) of base salary for hours worked during the 1800-0600 hours shift.

CAD/RMS Administrator-Public Safety Dispatch Supervisor
Public Safety Radio Administrator
Public Safety Dispatch Supervisor

SECTION 1.27 COURT TIME

The incumbent within the Public Safety Radio Administrator and Public Safety Dispatch Supervisor positions shall receive court time compensation at a rate of time and one-half with a two-hour minimum for the length of his/her tenure as the Public Safety Radio Administrator or Public Safety Dispatch Supervisor.

SECTION 1.28 UNIFORM ALLOWANCE

All unit employees in the positions listed below shall be provided an annual uniform allowance in the amount of $600. Payment shall take place on the first payday in January each year. The CITY will not provide extra payment for clothes or uniform items damaged regardless of fault. Classifications covered by this provision include:

CAD/RMS Administrator-Public Safety Dispatch Supervisor
Code Enforcement Supervisor
Public Safety Radio Administrator
Police Records Supervisor
Public Safety Dispatch Supervisor

SECTION 1.29 OVERTIME

All ASSOCIATION members shall be compensated at time and one-half based on their normal 40- hour rate when called upon to work emergency overtime on an incident for which the CITY is reimbursed at time and one-half by an outside agency such as FEMA or the California Office of Emergency Services.

All non-exempt employees shall be compensated at time and one-half based on all hours worked beyond the 40-hour week. Overtime must be approved in advanced by the

employee's immediate supervisor. The employee could elect to have the compensation in pay or accumulate compensatory time and the rate of time and one-half.

Incumbents in the positions of Police Records Supervisor and Police Support Services Supervisor currently eligible to receive overtime pay will continue to do so while remaining in their current positions. In determining the eligibility for overtime pursuant to the FLSA, use of paid leave time as time off during a FLSA designated work period shall be considered "hours worked" for purposes of determining FLSA eligibility for overtime.

SECTION 1.30 RETURN TO WORK PAY

All non-exempt employees, who are required to return to duty during off-duty time shall receive a minimum of two (2) hours pay at time and one-half (1.5) based on their hourly rate.

SECTION 1.31 INSURANCE AND RETIREMENT BENEFITS

The CITY contracts with the California Public Employees' Retirement System ("CalPERS") for participation in the Public Employees' Medical and Hospital Care Act ("PEMHCA"). Government Code § 22892 requires monthly minimum employer contributions ("MEC") for health premiums to allow enrollment in PEMHCA.

The MEC is statutorily adjusted and set by CalPERS each calendar year. (The monthly MEC per employee is $136.00for 2019 and $139for 2020.

A. Medical Insurance:

The CITY shall fund a Section 125 Cafeteria Plan on behalf of each employee in the following contribution amounts, which include the MEC:

- Effective January 1, 2019, this amount shall increase to one thousand, five hundred twenty-one dollars and seventy-one cents ($1,521.71) per month.
- Effective January 1, 2020, the total monthly contribution shall be one thousand thirty-seven and sixty-four cents ($1,537.64) per month

This contribution amount will be adjusted each January thereafter by fifty percent (50%) of the increase in cost (for the purpose of this section, "cost" is defined as the difference in the premium rate from the current year to the next year, i.e. January 2019 to January 2020, etc.) for the lowest cost monthly family premium for a CalPERS sponsored HMO medical plan in Region 3 (excluding Health Net Salud Y Más or plans which provide primary healthcare in Mexico). In the event the cost decreases, the CITY shall continue to pay the higher contribution amount based on the previous adjustment. No additional increase in the CITY's contribution will be required again until such premium rate increases above the contribution amount being paid by the CITY at that time. The adjustment (still subject to the 50% split above) will then be calculated based on the amount that the new premium rate exceeds the premium cost that the City's cafeteria plan contribution is based on.

The following examples reflect the parties' understanding of how the City's contributions would be calculated based on the above formula:

Example 1:

2018 Lowest cost family HMO premium = $1,579.97 per month; 2018 total City contribution = $1,521.71 per month

2019 Lowest cost family HMO premium = $1,550.00 per month; 2019 total City contribution = $1,521.71 per month

2020 Lowest cost family HMO premium = $1,600.00 per month; 2020 total City contribution = $1,531.73 per month. ($1,600.00 - $1,579.97 = $20.03 x 50% = $10.02; $1,521.71 + $10.02 = $1,531.73)

Example 2:

2018 Lowest cost family HMO premium = $1,579.97 per month; 2018 total City contribution = $1,521.71 per month

2019 Lowest cost family HMO premium = $1,500.00 per month; 2019 total City contribution = $1,521.71 per month

2020 Lowest cost family HMO premium = $1,550.00 per month; 2020 total City contribution = $1,521.71 per month

2021 Lowest cost family HMO premium = $1,600.00 per month; 2021 total City contribution = $1,531.73 per month. ($1,600.00 - $1,579.97 = $20.03 x 50% = $10.02; $1,521.71 + $10.02 = $1,531.73)

The employee will pay any additional cost based on their chosen plan coverage.

Any amount remaining from the CITY's contribution after the payment of the monthly premium, or eight hundred thirty-three dollars and forty-three cents ($833.43), whichever is higher, may be used for other allowable Cafeteria Plan expenditures, such as Flexible Spending Account contributions, or taken as a taxable cash payment, limited to the provisions for taxable cash payment enumerated as follows.

Taxable Cash Payment (cash-in-lieu of health care):

1. Those employees working for the City of Murrieta on or before September 30, 2019 who elected and receive cash-in-lieu for Plan Year 2019 (Tier 1) shall be allowed to maintain the benefit. Should such an employee reduce or eliminate the cash-in-lieu benefit in future years, such election will be final: it cannot be increased or reinstated in the future though the employee can elect to further reduce the benefit until it is eliminated.

2. Any employee hired on or before September 30, 2019 that did not elect cash-in-lieu shall not be eligible for such this Plan Year or in any future Plan Year.

3. New employees hired on or after October 1, 2019 shall not be eligible to receive cash-in-lieu.

B. Retiree Medical:

As allowed by law, employees retiring from the CITY who choose to continue their CalPERS health insurance upon retirement are eligible to receive the following benefit based on their hire date with the CITY. The retiree may also select plan coverage for all eligible dependents. The retiree will be responsible for paying any additional costs based on their chosen plan coverage.

1. Prior to January 1, 2008:

For employees hired prior to January 1, 2008, the CITY shall pay an amount not to exceed a total of eight hundred thirty-three dollars and forty-three cents ($833.43) per month.

The CITY shall pay the monthly MEC and make a monthly contribution to a Retirement Health Savings Plan ("RHS") on behalf of each eligible retiree. The amount of the CITY's contribution to the RHS ($705.43 for 2017 and $700.43 for 2018) shall be difference between the eight-hundred thirty-three dollars and forty-three cents ($833.43) and the amount of the most current MEC.

2. January 1, 2008 through July 14, 2014 (with minimum of 10 years CITY service):

For employees hired on and after January 1, 2008 and before July 15, 2014, and who thereafter retire from CITY service with a minimum of ten (10) full years of CITY service, the CITY shall pay an amount not to exceed a total of three hundred and sixty dollars ($360.00) per month, up to the date of retiree's eligibility to receive Medicare.

Until the retiree is eligible to receive Medicare, the CITY shall pay the monthly MEC and make a monthly contribution to a Retirement Health Savings Plan ("RHS") on behalf of each eligible retiree. The amount of the CITY's contribution to the RHS ($232.00 for 2017 and $227.00 for 2018) shall be difference between the three hundred and sixty dollars ($360.00) and the amount of the most current MEC.

Upon the retiree's eligibility to receive Medicare, the CITY shall only pay the amount of the most current MEC. The CITY's shall no longer contribute to the RHS on behalf of the retiree.

3. January 1, 2008 through July 14, 2014 (with less than 10 years CITY service):

   For those employees hired on and after January 1, 2008 and before July 15, 2014, and who thereafter retire from CITY service with less than ten (10) full years of CITY service, the CITY shall only pay the amount of the most current MEC. The CITY shall not make any contributions to an RHS on behalf of the retiree.

4. On or after July 15, 2014:

   For employees hired on or after July 15, 2014, and who thereafter retire from CITY service, the CITY shall only pay the amount of the most current MEC. The CITY shall not make any contributions to an RHS on behalf of the retiree.

C. Dental and Orthodontic Insurance:

The CITY agrees to provide a dental and orthodontic benefit plan. The CITY shall pay one hundred percent (100%) of the monthly premium payments for each employee and the employee's eligible dependents.

D. Vision Insurance:

The CITY agrees to provide a vision plan. The CITY shall pay one hundred percent (100%) of the monthly premium payments for each employee and the employee's eligible dependents up to a maximum of thirty-nine dollars and fifty-two cents ($39.52).

E. Life Insurance:

The CITY agrees to provide life insurance coverage in the amount equal to the employee's annual salary, up to a maximum of one hundred and fifty thousand dollars ($150,000.00) through an insurance company selected by the CITY. The CITY shall pay one hundred percent (100%) of the full monthly premium for said life insurance on behalf of each employee. Employees may opt to purchase additional life insurance at a cost to be paid by the employee.

F. Long Term Disability:

The CITY agrees to provide long term disability insurance coverage through an insurance company selected by the CITY. The CITY shall pay one hundred percent (100%) of the full monthly premium for said insurance coverage on behalf of each employee.

G. Short Term Disability:

The CITY agrees to provide short term disability insurance coverage through an insurer selected by the CITY. The CITY shall pay one hundred percent (100%) of the full monthly premium for said insurance coverage on behalf of each employee.

H. Flexible Spending Accounts:

The CITY has established a Flexible Spending Account ("FSA") to allow employees to make pre-tax deductions from their earnings for the purposes of reimbursement by a third party administrator for eligible healthcare and dependent care expenses. Employees are also allowed to make pre-tax deductions from their earnings for the purpose of paying their employee contributions for health insurance premiums. The CITY will pay all administrative costs for this program.

I. PUBLIC EMPLOYEES RETIREMENT SYSTEM:

1. Employees hired prior to December 30, 2012:

Effective July 1, 2007, the CITY amended its CalPERS retirement contract in accordance with Section 21354.5 of the Public Employees' Retirement Law, to provide a 2.7% at age 55 (One-Year Final Compensation) retirement benefit formula for represented employees. The CITY shall pay the full employer cost for his benefit. Effective September 9, 2012, employees who receive this retirement benefit formula will pay the entire eight percent (8%) of the employee portion of the CalPERS retirement contribution.

2. Employees hired on or after December 30, 2012:

Effective December 30, 2012 the CITY amended its CalPERS retirement contract in accordance with Section 21353 of the Public Employees' Retirement Law, to provide a 2% at age 60 (Three-Year Final Compensation) retirement benefit formula for represented employees hired on or after December 30, 2012. Effective January 1, 2013 this benefit only applies to employees hired who are by CalPERS definition a "Classic Member". The term Classic Member is an individual who entered into membership with CalPERS or reciprocal retirement system on or before December 31, 2012, and who do not meet the definition of a "New Member" in Government Code (GC) Section 7522.04(f). Employees who receive this retirement benefit formula will pay the entire seven percent (7%) of the employee portion of the CalPERS retirement contribution.

Effective January 1, 2013, under the Public Employee's Pension Reform Act of 2013 (PEPRA) the CITY will provide a 2% at age 62 (Three-Year Final Compensation) retirement benefit formula for represented employees hired as a "New Member" on or after January 1, 2013. The CalPERS definition of a New Member means any of the following: 1. An individual who becomes a member of CalPERS for the first time on or after January 1, 2013. 2. An individual who is not subject to reciprocity (under GC 7522.02(c)). 3. An individual who was an active member of CalPERS or reciprocal retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. A New Member will pay 50% of the normal cost rate for their defined benefit plan which was six and one half percent (6.5%) as of January 1, 2013.

3. CalPERS 1959 Survivor Benefit:

   Effective November 7, 2004, the CITY agrees to provide the fourth level 1959 Survivor Benefit to represented employees. The CITY shall pay the employer's administrative costs for said benefit and the employee shall pay his or her share of the monthly cost for said program.

4. Effective November 7, 2001, the CITY amended its contract with the California Public Employees Retirement System to provide Military Service Credit as Public Service (PERS Section 21024). Under this amendment, employees must pay the costs of purchasing their service credit.

SECTION 1.32 WORK SCHEDULES

It is understood by both the CITY and the ASSOCIATION that some employees may work other schedules; however, the CITY's standard work schedule is a fixed 9/80 work schedule. Both the CITY and ASSOCIATION may reopen negotiations to discuss work schedules should a need arise.

Workweek

The workweek for non-exempt employees begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. on Friday, except for employees on a 9/80 or 3/12 work schedule.

Workweek for 9/80 Work Schedule

Employees shall normally work a 9/80 work schedule. Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City. For such employees working a 9/80 work schedule, each employee's designated workweek shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

Workweek for 3/12 Work Schedule

Public Safety Dispatchers working a 3/12 work schedule will have an alternating regular day off every other week as determined by the City. For such employees working a 3/12 work schedule, each employee's designated workweek shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

SECTION 1.33 TUITION REIMBURSEMENT PROGRAM

After twelve (12) months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution. The maximum reimbursable amount shall be $1,500.00 per employee per fiscal year for allowable expenses as outlined in the CITY's Tuition Reimbursement Policy. Reimbursement will be made provided: pre-approval was obtained; courses are satisfactorily completed; appropriate proof of

successful completion is submitted to the Human Resources ; courses of instruction will enable the employee to perform their present duties more effectively or will prepare them for future opportunities into which they could reasonably expect promotion or transfer to at the CITY; the hours of instruction for the course do not conflict with the employee's regularly scheduled work day; and reimbursement is limited to a maximum of two courses per semester or quarter.

SECTION 1.34 OTHER ITEMS

City policies, procedures, rules and regulations which are not specifically addressed in the MOU shall continue to be handled in accordance with the existing Personnel Rules and Regulations Resolution No. 91-64, Employee Relations Resolution No. 93-214, and the Employee Handbook as revised in November 1997 (until such time as they are revised).

During the term of this MOU, upon written request by the CITY, the ASSOCIATION agrees to meet and consult on proposed revisions or changes to the existing Employee Handbook. It is expressly understood by both parties that this provision does not obligate the unit to do anything more than participate in a good faith discussion on the issue and that during the term of this MOU no changes or revisions shall be implemented or imposed without mutual agreement. Absent such mutual agreement, the status quo in the existing Employee Handbook, as revised in November 1997, shall remain in full force and effect.

SECTION 1.35 TOTAL COMPENSATION

In order to attract and retain qualified employees, the CITY has endeavored (but is not mandated) to maintain salaries and benefits that are comparable in the local market.

A. Definition. The combination of salaries and benefits is known as total compensation. CITY and ASSOCIATION agree that total compensation shall consist of salary, shift differential, insurance premiums (medical, dental, vision, life, long term disability, short term disability, worker's compensation, FICA), leave accruals (Holiday, Administrative), Tuition Reimbursement, Uniform Allowance, contributions to Cafeteria Plan and/or section 125 plan, PERS contributions, and court pay.

B. Comparable Cities. CITY and ASSOCIATION agree that, when collecting information regarding total compensation, the following cities will be surveyed: Carlsbad, Chino, Corona, Escondido, Hemet, Indio, Oceanside, Redlands, Temecula and Upland.

C. The parties acknowledge that during all meet and confer processes regarding successors to this MOU, each reserves unto itself the option of proposing changes in the total compensation definition in paragraph A, above, and/or in the definition of "comparable cities," in paragraph B, above.

SECTION 1.36 SEVERABILITY CLAUSE

Should any provision of this MOU, or any application thereof, be made unlawful by virtue of any federal, state, or local law and/or regulation, including judicial decisions of a court of competent jurisdiction, such provision shall be ineffective but shall not affect the enforceability of the remainder of the MOU. In all other respects, the provisions of this MOU shall continue in full force and effect for the term thereof.

Appendix A
List of MSA Represented Classifications

Associate Civil Engineer
Associate Planner
Building Inspections Supervisor
Circulation Supervisor
Civil Engineering Associate
Code Enforcement Supervisor
Community Services Manager
Engineering Manager
Geographic Information Services Administrator
Information Technology Program Administrator
Information Technology Systems Administrator
Information Technology Analyst
Maintenance Manager
Maintenance Supervisor
Parks Maintenance Superintendent
Plan Review Supervisor
Police Records Supervisor
Police Support Services Supervisor
Public Safety Dispatch Supervisor
Public Safety Radio Systems Administrator
Public Works Inspection Supervisor
Principal Librarian
Recreation Supervisor
Senior Civil Engineer
Senior Planner
Supervising Librarian
Traffic Engineer

Dated: October 1, 2019

CITY OF MURRIETA

By: _____
Kim Summers
City Manager

Attest:

_____
Stephanie Smith
City Clerk

MURRIETA SUPERVISORS ASSOCIATION

By: _____
Kelly Hungerford
President