# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA GENERAL EMPLOYEES ASSOCIATION

## JULY 1, 2019 TO JUNE 30, 2022

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA GENERAL EMPLOYEES ASSOCIATION FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2022**

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA GENERAL EMPLOYEES ASSOCIATION 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 benefits, wages, hours and terms and conditions of employment between employees represented by the MURRIETA GENERAL EMPLOYEES 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

Pursuant to the provisions of Resolution 95-360 of the City of Murrieta, the CITY has recognized the ASSOCIATION as the exclusive representative of the employee classifications of the CITY, as adopted by the City Council in Resolution 95-360. The CITY shall recognize the ASSOCIATION as the exclusive representative of all employees in these classifications for the purpose of meeting its obligation under this MOU, the Meyers-Milias-Brown Act, Government Code Section 3500 *et seq.*, and the Employer-Employee Relations Resolution No. 95-360 when the CITY rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

## SECTION 1.03 IMPLEMENTATION

The CITY and the ASSOCIATION acknowledge that this MOU shall not be in full force and effect until ratified by the ASSOCIATION membership and adopted by the Murrieta City Council.

## SECTION 1.04 TERM OF MOU

The term of this MOU shall be July 1, 2019 through June 30, 2022. This MOU shall remain in full force and effect until a successor MOU has been ratified by the ASSOCIATION membership and adopted by the Murrieta City Council.

## SECTION 1.05 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 or under Reopeners during the term of the MOU. However, and with the exception of meetings regarding a successor MOU, during the term of this MOU, neither party shall be compelled to engage in the meet and confer process as regards provisions specifically provided for in this MOU.

**SECTION 1.06 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, methods, procedures, and means in an appropriate and efficient manner. It is understood that changes to individual employees' work hours are within the scope of management rights. This does not include changing work schedules and/or flex schedules such as the 9/80, 4/10, 3/12 etc. for an entire employee group, division, or department.

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, and/or contract employees.

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 if they are a logical assignment to the job classification.

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. Any change in personnel rules, policies, and/or procedures impacting terms and conditions of employment of classifications represented by the ASSOCIATION shall require prior meeting and conferring.

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

**SECTION 1.07 EMPLOYEE RIGHTS**

It is agreed that each individual employee shall have the following rights which he/she 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 supervisor, 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. It is the intent of the CITY to afford ASSOCIATION members all rights of employment granted under state workers' compensation laws and state and federal anti-discrimination laws. Furthermore, the CITY intends to comply fully with the Family Medical Leave Act of 1993 and the California Family Rights Act of 1995. Nothing in this MOU is intended to restrict employees' rights under either Act.

**SECTION 1.08 PROBATION PERIOD**

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

B. All newly promoted employees represented by the ASSOCIATION 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 the position he or she held immediately prior to the promotion.

C. Any former employee who has passed probation and is recalled from a lay-off action shall serve a three (3) month probationary period commencing on the designated effective date of re-employment.

D. Each employee serving a probation period shall, in accordance with CITY policies, receive a performance evaluation during his or her probation period.

E. All probationary employees are "at will" and serve at the will and 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.

**SECTION 1.09 GRIEVANCE PROCEDURES**

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.

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

b. 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.

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

d. 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 ten (10) 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 ten (10) 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, an employee shall have the right to present a formal grievance in writing to the Department Head within ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) calendar days. Within ten (10) 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 1.10 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
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. The 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 penaltie 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 L through O have been complied with and shall be subject to appeal in accordance with subsections P through T 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 L through O and shall be subject to appeal in accordance with subsections P through T of this section.

K. Dismissal. When the employee's conduct has been of a continuous nature, un-corrected 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 subsection L through O and shall be subject to appeal in accordance with subsections P through T of this section.

L. 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 M through O pre-disciplinary steps described in this section.

M. Written Notice. Written notice of any proposed disciplinary action shall be given 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.

N. 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.

O. 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.

P. 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.

Q. 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.

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.

R. Findings and Decisions. The City Manager shall, within fourteen (14) calendar days after the conclusion of the hearing or 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.

S. 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.

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

**SECTION 1.11 LEAVES**

All applicable leave accruals (i.e., annual) unless otherwise specified in this MOU 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 Human Resources 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 Sections 395 *et seq*. of the Military and Veterans Code.

C. FAMILY ILLNESS LEAVE

When employees need a leave of absence due to a family illness, said leave time shall be taken and paid from accrued Annual Leave.

D. BEREAVEMENT LEAVE

An employee may use up to three work shifts of paid Bereavement Leave if required to be absent from work due to the death of a member of the employee's immediate family. Additional time off may be authorized by the Department Head. Any additional time off will be charged to any available leave with pay or treated as leave without pay. However, if the employee provides documentation that 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, 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 | 152 hours per year (19 days x 8 hrs) | 544 hours |
| 4 to 6 years | 176 hours per year (22 days x 8 hrs) | 544 hours |
| 7 to 10 years | 192 hours per year (24 days x 8 hrs) | 544 hours |
| 11 to 15 years | 232 hours per year (29 days x 8 hrs) | 544 hours |
| 16+ years | 272 hours per year (34 days x 8 hrs) | 544 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 Annual Leave and/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 forty-four (544) hours. When this maximum amount is reached the employee will no longer accrue additional Annual Leave. Annual Leave accruals will re-commence in the next pay period following the use of Annual Leave which reduces this 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 forty-four (544) hours.

5. Earned and accrued Annual Leave may be taken before the completion of the first year of service with the approval of the City Manager or designee. 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].

6. Vacation Postponement. If an employee does not utilize his or her Annual Leave for the purposes of vacation in any fiscal year, the employee may, subject to approval of the City Manager, be allowed such vacation leave during the succeeding fiscal year. In no event, however, shall any employee's vacation leave with pay exceed thirty (30) working days in any fiscal year.

7. Holidays Within Annual Leave period. Holidays falling within the scheduled Annual Leave period shall not be considered as part of an employee's vacation. 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 the Annual Leave. Illness occurring during a scheduled Annual Leave period shall not be considered as unscheduled (sick) leave.

8. Unused Annual Leave. 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.

10. Employees who have a balance of at least one-hundred and sixty (160) hours and have used a minimum of eighty (80) hours in the past fiscal year can cash out a maximum of forty (40) hours of Annual Leave on the first payday in June and December each year.

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 preventive 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 or injury of health related reason (such as the diagnosis, care or treatment of a health condition), or preventive 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 of 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 sick leave absences due to personal illness or injury, which exceeds three (3) consecutive work days, 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:

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, preventive 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.

At the time of an employee's resignation, retirement, or layoff from the CITY, employees shall be eligible to receive payment for fifty percent (50%) of the unused Sick Leave in the Sick Leave Bank at the employee's then rate of compensation. The remaining Sick Leave hours cannot be used for any purpose other than CalPERS service credit for employees who are retiring.

G. LEAVE OF ABSENCE

NOTE: It is the intent of the CITY to comply fully with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1995, and the California Pregnancy Disability Leave Law. Nothing in this MOU is intended to restrict employees' rights under these laws.

Leave Without Pay. An employee may be allowed a Leave of Absence without Pay. 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 in all cases be final. The City Manager may grant an employee a Leave of Absence without Pay for a period not to exceed six (6) months. During such Leave of Absence without Pay, Annual Leave, and Holiday Leave Bank credits will not accrue and the employee will be excluded from all other compensation and fringe benefits. However, the employee, at his or her discretion and cost, may take advantage of the COBRA program so that applicable benefits may continue.

H. WORKERS' COMPENSATION LEAVE

When an employee is unable to work due to an accepted work-related injury, that 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 his/her regular base salary and the amount of the TTD payment. Any partial day off counts as a full day towards the sixty (60) days. Beyond the first 60 work

days of TTD, the employee shall have the option of using accumulated Annual Leave to supplement the TTD provided, however, that the combined amount received from TTD and the supplement do not exceed 100% of base salary.

I. During a pay period wherein an employee is supplementing his or her TTD with accrued Annual Leave, that employee will continue to accrue Annual Leave at their normal rate. This supplement shall be, at a minimum, equal to the employee's bi-weekly accrual rate. PAID LEAVE USE CONSIDERED HOURS WORKED FOR OVERTIME COMPUTATIONS

In determining an employee's eligibility for overtime pursuant to the FLSA, use of paid leave time during an FLSA-designated work period, shall be considered "hours worked" for purposes of determining FLSA eligibility for overtime.

**SECTION 1.12 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 1.13 ASSOCIATION ACTIVITY**

A. Release Time. 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) hour of paid release time before each meet-and-confer session and one half (½) hour 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 work day for

a reasonable length of time provided that such activities do not impede the operation of the CITY.

C. The ASSOCIATION shall advise the CITY, in writing, of its negotiators, and shall be limited to designating three (3) negotiators who are CITY employees, each calendar year. (The ASSOCIATION can designate alternates, however only 3 employees shall be eligible for paid release time as provided for herein). CITY employee representatives shall be paid regular salary for the time spent annually in negotiations during the regular work hours, except no payment will be made for negotiating time outside the representative's normal work day. The names of the duly chosen employee representatives of the Bargaining Unit shall be submitted to Human Resources, sufficiently in advance of the regularly scheduled meetings, so as to permit the scheduling of operations within the CITY. The provisions of this MOU shall be limited to conferences or negotiations held with respect to wages, hours, and conditions of employment. In addition to the 3 employee negotiators, ASSOCIATION may retain, at its sole expense, one or more non-employee consultants.

Supervisors shall not unreasonably deny release time. However, release time shall be denied in the sole discretion of a supervisor if the efficient operation of the CITY so requires.

D. Bulletin Boards. The CITY shall provide a bulletin board at City Hall, the Maintenance Yard, the Library, the old City Hall, and the Police Department and permit the use of the same for ASSOCIATION announcements. A reasonable amount of time will be allowed members of the ASSOCIATION to post announcements. The bulletin board will be subject to the following provisions. All notices shall be posted by an officer of the ASSOCIATION and shall relate to the following matters:

1. ASSOCIATION recreational and social affairs.

2. ASSOCIATION meetings.

3. ASSOCIATION appointments.

4. ASSOCIATION elections.

5. Results of ASSOCIATION elections.

6. Reports of committees of the ASSOCIATION.

7. Rulings or policies of the ASSOCIATION.

8. Judicial and quasi-judicial decisions affecting any members of the bargaining unit such as the results of fact finding, grievances, etc. Any other material authorized by the City Manager or his designated representative.

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. ASSOCIATION officers and board members shall be allowed reasonable access to City telephones, email and other communications technology to conduct normal ASSOCIATION business. The CITY agrees to provide the ASSOCIATION with an account number to access CITY copy machines. The ASSOCIATION, in turn, agrees to reimburse the CITY for the cost of copies produced on CITY copiers.

G. New Employee Orientation. In accordance with Assembly Bill 119, the CITY shall notify the ASSOCIATION Board when a new employee is hired into the bargaining unit. The Board will notify the CITY when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The CITY shall also upon request provide the ASSOCIATION Board lists of employees in the bargaining unit. The CITY shall also provide reasonable paid release time for one ASSOCIATION Board member to meet with a new employee for the purpose of discussing membership in the ASSOCIATION.

H. Dues Deductions. The CITY shall deduct dues on a regular payroll basis from the pay of all ASSOCIATION members. Such deductions shall be authorized in writing on a form approved and provided by the ASSOCIATION for this purpose. The membership cards shall be retained by the ASSOCIATION. The CITY shall rely on a certification from the ASSOCIATION for the authorization, modification, or cancellation of any/all dues deductions. The CITY shall remit such funds to the ASSOCIATION within thirty (30) days follow their deduction.

I. Maintenance of Membership. Unless prohibited by law, any employee in the ASSOCIATION who has authorized ASSOCIATION dues deductions on July 1, 2019 (the effective date of this Memorandum of Understanding) or at any time subsequent to the effective date of this Memorandum of Understanding, shall continue to have such dues deductions made by the CITY during the term of this Memorandum of Understanding, provided however, that any employee in the ASSOCIATION may terminate such dues during the month of June of each year of the Memorandum of Understanding by notifying the ASSOCIATION in writing of his/her election to terminate dues deduction. Such notification shall be delivered in person or by U.S. Mail to an ASSOCIATION Board member and contain the employee's name, job classification, department, and signature indicating the employee no longer wishes to be a member of the ASSOCIATION. The ASSOCIATION will notify the CITY's Human Resources Office within a reasonable time thereafter and request the CITY to process dues cancellations within the next available pay period.

J. Indemnification. In accordance with Senate Bill 866, the ASSOCIATION shall indemnify, defend, and hold the CITY harmless against any liability arising from any claims, demands or other action

relating to the CITY's compliance with the terms of this Section.

**SECTION 1.14 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 day after Thanksgiving
10) December 24th, known as "Christmas Eve Day"
11) December 25th, known as Christmas Day
12) December 31st, known as "New Year's Eve Day" **
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 asterisks) which shall be valued at four and one-half (4.5) hours.

C. HOLIDAY LEAVE BANK

For fiscal year 2019/20, employees will be provided one hundred twelve and one half (112.5) hours of Holiday Leave 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 an employee's Holiday Leave Bank and employees will be able to use the holiday leave at another time. Holiday Leave Bank hours may be used only after the Holiday has occurred, unless the City Manager has granted an exception. 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 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 employee's Holiday Leave Bank.

Any Holiday Leave Bank hours which are not used by the last workday that ends in June each year shall be forfeited. Police Dispatchers and Lead Dispatchers can cash out up to forty (40) hours of unused holiday leave hours on the first payday in June and December each year. 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 1.15 POLITICAL ACTIVITIES**

While employees are encouraged to vote before or after normal work hours, any employee entitled to vote in any public election shall be afforded the necessary time off to do so in accordance with the provisions of the California Statutes, or any other means that is satisfactory to the CITY and the ASSOCIATION. No employee shall receive compensation for replacing another employee while voting.

**SECTION 1.16 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 1.17 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 lay off 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 for budgetary reasons, the CITY will follow the seniority requirements of California Government Code § 45100.

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

   2. Prior to the layoff of any ASSOCIATION members, the CITY shall first eliminate all contractors who are performing substantially the same duties as performed by the impacted classifications. Temporary employees, seasonal employees, part-time employees, or employees in their initial probationary period in the impacted classification within the impacted department shall be laid off first. Subsequent layoffs in the impacted classification within the impacted department shall be laid off in the following order:

      a. Least amount of CITY seniority
      b. Least amount of classification seniority
      c. If seniority under "a" and/or "b" is equal, an employee's performance based on an average of all the performance evaluations within the current job classification will be evaluated by management to determine the layoff. In the event the average of performance evaluations is equal, education and certifications may be considered to determine the layoff.

   3. An employee designated for layoff shall be entitled to "bump" into a position in a job classification and department in which the employee most recently held a full-time, non-probationary appointment and in which there is an employee with less City seniority. If this position no longer exists or title readjustment/reclassification has occurred, a reasonable accommodation shall be made to allow the laid off employee to assume a position equal to that one level down from their current position. Cross- department "bumping" is prohibited unless the employee has previously held a full- time, non-probationary appointment in that department. "Bumping" shall in all cases be downward rather than lateral. In order to "bump" into a former job classification an employee must meet the minimum qualifications for that

job classification, including the physical ability to perform that assignment.

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" as described in the paragraph above. In the event of a tie in City seniority, performance evaluations as described in 2.c above shall be utilized in implementing the lay-off.

4. Notice of layoff shall be given to the employee with as much advance notice as possible, but no fewer than fourteen (14) calendar days before the implementation date. When said notice cannot be given, the employee shall be provided with salary and benefit compensation equal to what the employee would have received under the fourteen (14) calendar day notice on a pro-rata basis.

5. Laid off employees shall receive compensation, less required taxes, only for applicable accumulated Annual Leave and holiday compensation 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 his/her 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 with the exception of any severance-related benefits the City provided to laid-off employees 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 and job classification 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. Employees being recalled to a position at a lower salary level than the salary range for the position held prior to layoff may decline the recall and remain on the Recall List for the remainder of the twenty-four (24) month period.

2. All returning employees must 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. Any Americans with Disabilities Act (ADA) accommodations for disabilities existing prior to the layoff shall be continued and shall not be reason to deem the recalled employee physically unqualified for the position being offered.

3. All recalled employees shall serve a probationary period in accordance with Section 1.09 of the MOU between the CITY and the ASSOCIATION.

4. When vacancies occur, the CITY shall utilize the Recall List prior to conducting an outside recruitment for positions represented by the ASSOCIATION.

**SECTION 1.18 COMPENSATION**

A. The CITY and the ASSOCIATION agree to use the following cities as comparative survey agencies: Carlsbad, Chino, Corona, Escondido, Hemet, Indio, Oceanside, Redlands, Temecula, and Upland. The parties will also discuss and agree on Total Compensation elements and appropriate market levels during the meet-and-confer process. Based on the results of those discussions, the ASSOCIATION reserves the right to make additional proposals related to salary increases and the term of the MOU.

B. All represented employees hired on or before the date of City Council adoption of the MOU and still employed at time of payment processing shall receive a one-time stipend of one thousand five hundred dollars ($1,500).

C. 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 Dispatchers shall receive an additional seven percent (7%) effective the first full pay period following City Council adoption of the MOU.

**SECTION 1.19 HOLIDAY PAY**

Represented employees who work the holidays listed in Section 1.15 shall be paid at the rate of time and one half for those holidays actually worked. The time and one-half pay shall not apply to the hours worked on the holiday time designated as the Floating Holiday.

**SECTION 1.20 TEMPORARY ASSIGNMENT PAY**

As a result of vacancies, leaves of absences, or other reasons, it may be necessary to temporarily reassign the duties of an authorized position to another employee. When such assignments require the employee to assume substantial additional duties which are outside the scope of the employee's regular assignment for a period in excess of fourteen (14) 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. An employee is called upon to perform substantially 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 fourteen (14) 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 fourteen (14) days. Such an assignment shall not extend beyond 180 calendar days without the approval of the City Manager.

**SECTION 1.21 ASSIGNMENT PAY – TRAINING**

Employees holding the position of Public Safety Communications Dispatcher will be compensated an additional five (5) per cent over the employee's base rate of pay for each day or portion thereof, during

which they are assigned a trainee employee by the Police Chief or the Police Chief's designee

**SECTION 1.22 SPANISH LANGUAGE PAY**

The CITY shall establish a Spanish Language Pay program that will provide an additional two and one-half percent (2.5%) of base pay for employees called upon to speak Spanish in assisting the public during the course and scope of performing assigned duties based on business necessity. The number of members to be eligible shall be determined by the CITY. To receive the Spanish Language Pay benefit an employee must be certified as bilingual on a conversational level by passing an examination established by the CITY. Any employee expected to employ the bilingual skill shall be given the opportunity to test for certification within thirty (30) calendar days of designation by the Department Director to employ such skill when called upon. It is understood that those receiving Spanish language compensation may on occasion be required to leave their specific work location to assist other non-bilingual employees in serving the public. It is also understood that employees not receiving Spanish Language Pay shall not be required to or expected to speak Spanish to assist the public on other than an incidental basis.

**SECTION 1.23 COURT ASSIGNMENT PAY**

The CITY shall pay a minimum of two hours at the rate of time and one-half for authorized court assignments, including court appearances as well as being placed "on call" for such appearances, when such appearances occur outside the regular work shift.

**SECTION 1.24 COMPENSATORY TIME**

Employees who earn Compensatory Time in lieu of overtime may accrue such leave time up to a maximum of 80 hours at any given time.

Twice each year (in June and December) employees who have accrued compensatory hours may request to cash out all or a portion of these accrued hours. Requests must be made in writing to the Finance Department through the chain of command. Maximum cash out in any year shall be eighty (80) hours.

**SECTION 1.25 WORKING OUT OF CLASS**

Should a situation arise wherein an employee is being called upon to substantially perform the preponderant duties of a higher job classification, said employee may submit a written request to the CITY for a classification review. Said request shall be submitted to the employee's Department Head, who will consult with Human Resources.

The City shall respond in writing to the employee within twenty (20) days of receiving the request for a classification review.

**SECTION 1.26 CALL OUT / STANDBY PAY**

A. Unit employees required to perform call-out or stand-by duties as described in Policy SOP #22 (Call-Out / Stand-by Policy) shall receive call-out benefits when returning to work after their normal shift and $50.00 per day for each day assigned to stand-by duty. For each holiday included in a stand-by period, the affected employee shall receive an additional $35.00.

B. Traffic Signal Technician:
When the Traffic Signal Technician is requested to respond from home after hours pursuant to Policy SOP # 22 to perform call-out duties, the CITY shall, in lieu of Standby Pay, compensate said ASSOCIATION member with a minimum of three (3) hours pay at time and one-half for each response.

It is further acknowledged by both the CITY and the ASSOCIATION that the Traffic Signal Technician is a single-incumbent classification. As such, the CITY understands that the ASSOCIATION member reserves the right to decline the call-out request if he feels that he is either unable to respond in a timely manner or is otherwise unfit for duty at the time the request is made. In such cases, the CITY shall call upon other resources to respond.

C. Public Safety Dispatchers:
Public Safety Dispatchers required to return to duty during off-duty time for training and meetings shall receive a minimum of two (2) hours pay at time and one-half based on their hourly rate.

**SECTION 1.27 SHIFT DIFFERENTIAL – POLICE DISPATCHER I, II**

Shift Differential shall apply only to unit members classified as Police Department Dispatcher I or II. An amount equal to five percent (5%) of the Police Dispatcher's unadjusted base salary shall be paid for each full work week served as a dispatcher during the 1800-0600 hours shift.

**SECTION 1.28 CELL PHONE ALLOWANCE AND REIMBURSEMENT**

All unit employees authorized/required to use a personal cell phone in the course and scope of performing their duties shall receive a $40.00 per month cell phone allowance. Employees incurring cell phone expense/cost in excess of the $40.00 per month allowance may submit receipts for reimbursement for amounts above the $40.00 per month cell phone allowance.

**SECTION 1.29 UNIFORM ALLOWANCE**

A. 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:

Code Enforcement Officer
Community Services Officer I
Community Services Officer II
EMS Coordinator
Police Services Technician I
Police Services Technician II
Property Evidence Technician
Public Safety Dispatcher I
Public Safety Dispatcher II

B. All unit employees in positions listed below shall be provided an annual uniform allowance in the amount of $1,200. Payment shall take place on the first payday in January each year, beginning January, 2020. The CITY will not provide extra payment for clothes or uniform items damaged regardless of fault. Classifications covered by this provision include:

Fire Inspector

**SECTION 1.30 BOOT ALLOWANCE**

All unit employees in the positions listed below shall wear boots that meet Occupational Safety and Hazard Administration (OSHA) guidelines for foot protection and safety. Boots will be purchased by the City in an amount not to exceed $250 per fiscal year per eligible employee. Classifications covered by this provision include:

EMS Coordinator
Fire Inspector
Maintenance Worker I
Maintenance Worker II
Public Works Equipment Operator
Park Ranger
Senior Maintenance Worker
Public Works Inspector

**SECTION 1.31 INSURANCE AND RETIREMENT BENEFITS**

A. The CITY shall provide funding for medical and related expenditures as follows: The CITY is a contracting agency for participation in the Public Employees' Medical and Hospital Care Act (PEMHCA). Government Code § 22892 provides for the minimum employer contributions to allow enrollment in PEMHCA. Effective January 1, 2017, the CITY contribution to PEMHCA was set at $128.00 monthly and shall from calendar year to calendar year be adjusted to correspond with statutory amended minimum employer contribution rates. (The CITY has been advised that, effective January 1, 2018, the minimum mandated employer contribution ("MEC") under PEMHCA shall be $133.00 monthly per employee).

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

- Effective January 1, 2019, the total monthly contribution shall be one thousand five hundred twenty-one 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 amount will be adjusted each January thereafter, by fifty percent (50%) of the increase in premium cost (defined as the difference in the premium rate from the current year to the next, e.g., January 2019 to January 2020, etc.) for the lowest cost monthly family premium for a CalPERS sponsored HMO health insurance plan in Region 3 (excluding HealthNet Salud Y Más). In the event that premiums decrease from one January to the next, the City shall continue to pay the higher contribution amount based on the prior January's premium. No increases in the City's contribution will be required again until the relevant plan premium cost increases above the total amount then paid by the City toward the cafeteria plan. The 50% split will then be calculated only on the amount that the new relevant plan premium cost exceeds the premium cost that the City's cafeteria plan contribution is based on.

The following 2 examples reflect the parties' understanding of how the City's contributions will be calculated based on the above formula:

Example 1:

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

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

2020 Lowest cost family HMO = $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 = $1,579.97 per month; 2018 total City contribution = $1,521.71 per month

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

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

2021 Lowest cost family HMO = $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)

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 June 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 June 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 July 1, 2019 shall not be eligible to receive cash-in-lieu.

B. Retiree Medical: Employees retiring from the City of Murrieta 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 of Murrieta:

1. **Employees hired prior to January 1, 2008** – eligible retirees shall receive the monthly minimum mandated employer contribution to participate in PEMHCA $112.00 per month for calendar year 2012) and a $721.43 monthly contribution to a Retirement Health Savings Plan (RHS). The total monthly expenditure for pre- January 1, 2008 employees who thereafter retire, shall remain fixed at a maximum $833.43 (consisting of the minimum mandated contribution to participate in PEMHCA, as from time to time exists, and the RHS contribution.)

2. **January 1, 2008 through July 14, 2014** (10 complete years of CITY service) – employees hired on and after January 1, 2008 and before July 15, 2014 and who thereafter retire from CITY service with a minimum ten (10) complete years of service with the CITY, shall receive CITY-funded medical insurance for the retiree and eligible dependents, in an amount not to exceed $360.00 per month up to the date of eligibility to receive Medicare. Upon employee eligibility for Medicare, the CITY contribution to medical insurance shall be in the minimum

mandated amount for employer contributions to participate in PEMHCA.

3. **January 1, 2008 through July 14, 2014** (fewer than 10 complete years of CITY service) - for those employees hired on and after January 1, 2008 and before July 15, 2014 who then retire from CITY service with fewer than ten (10) full years of CITY service, the CITY medical; insurance contribution shall be equivalent to the minimum mandated employer contribution to participate in PEMHCA.

4. **July 15, 2014 and later employees** – employees hired on or after July 15, 2014 are eligible to receive only the PEMHCA minimum mandated contribution. The minimum contribution will be $100.

C. Dental and Orthodontic: The CITY agrees to provide a dental and orthodontic benefit plan. The CITY also agrees to pay monthly premium payments for each employee and the employee's dependents.

D. Vision Plan: The CITY agrees to provide a vision plan. The CITY also agrees to pay monthly premium payments for each employee and the employee's dependents.

E. Life Insurance: The CITY agrees to provide life insurance coverage in the coverage amount of $50,000 through an insurance company selected by the CITY. The CITY shall pay the full monthly premium for said life insurance. When available through the CITY, employees may 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 the full monthly premium for said insurance coverage.

G. Short Term Disability: The CITY agrees to provide short term disability insurance for all eligible represented classes through an insurer selected by the CITY. The CITY shall pay the full premium for said insurance. The Short Term Disability Plan document is attached and incorporated as Exhibit 1.

H. Cafeteria Plan: The CITY agrees to establish a Cafeteria Plan to allow employees to make pre-tax deductions from their earnings for the purposes of being reimbursed by a third party administrator for eligible health and dependent care expenses. As part of this plan the CITY agrees to provide a "premium-only plan" which will allow employees to make pre-tax deductions from their earnings for the purposes of paying their employee contributions for medical insurance premiums. The CITY will pay all administrative costs for this program.

I. Public Employees Retirement System:

1. The CITY will provide CalPERS retirement formula as outlined below:

   Employees hired prior to December 30, 2012: Effective July 1, 2007, the CITY amended its CalPERS retirement contract to provide Section 21354.5 (2.7% at Age 55 Retirement Benefit Formula, One-Year Final Compensation) for represented employees. The CITY shall pay the full employer cost for this benefit. The employee rate will be eight (8) per cent. Effective September 9, 2012, employees will pay six and one-half percent (6.5%) of the employee portion of the CalPERS retirement contribution. Effective June 30, 2013, members will pay the entire eight percent (8%) of the Employee portion of the CalPERS retirement contribution.

   Employees hired on or after December 30, 2012: Effective December 30, 2012 the CITY amended its CalPERS retirement contract in accordance with Section 21354.5 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. 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 seven percent (7%) as of July 1, 2019. The normal cost rate may fluctuate based on CalPERS actuarial valuations.

2. CalPERS 1959 Survivor Benefit. Effective November 7, 2004, the CITY agreed 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.

3. Effective November7, 2001, the CITY agreed to amend 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 SCHEDULE**

A. 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.

B. 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.

C. 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 six hours after the start of his/her twelve hour shift on the day of the week that corresponds to the employee's alternating regular day off.

D. Alternative Work and Lunch Schedules:

With the approval of the Department Director, a Manager may be given the discretion to approve alternative work and lunch schedules for his/her subordinate personnel. The CITY reserves the right to rescind alternative work and lunch schedules with five (5) days' notice.

**SECTION 1.33 DEFERRED COMPENSATION**

For those employees participating in a CITY sponsored 457 Deferred Compensation Program, the CITY shall contribute a matching amount to the employee's account on a dollar for dollar basis, not to exceed $1,200 per year.

**SECTION 1.34 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 $2,000 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 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. Both the CITY and MGEA believe that tuition reimbursements under this section are not subject to taxation and the CITY's practice of not subjecting them to tax withholding will continue.

**SECTION 1.35 OTHER ITEMS**

Items not specifically addressed in the MOU shall continue to be addressed in Personnel Resolution, No. 91-64 and/or the Employee Relations Resolution, No. 93-214.

**SECTION 1.36 SEVERABILITY CLAUSE**

Should any provision of this MOU or any application thereof, be unlawful by virtue of any federal, state, or local law or regulation, such provision shall be effective and implemented only to the extent permitted by said law, regulation, or resolution. In all other respects, the provisions of this MOU shall continue in full force and effect for the life thereof.

If any provision of this MOU is held by a final decision of a court of competent jurisdiction to be unlawful or invalid, such provision shall be immediately subject to renegotiation between the parties. The parties shall comply with the final court decision until the negotiation process is completed, either by means of agreement and City Council adoption of the MOU, or in the alternative, by means of the impasse resolution procedures set forth in Resolution, No. 93-214. ·

**APPENDIX A**
**REPRESENTED CLASSIFICATIONS**

ACCOUNTING ASSISTANT
ACCOUNTING SPECIALIST
ADMINISTRATIVE ASSISTANT
ASSISTANT PLANNER
BUILDING INSPECTOR I
BUILDING INSPECTOR II
BUILDING INSPECTOR III
CIVIL ENGINEERING ASSISTANT
CODE ENFORCEMENT OFFICER I
CODE ENFORCEMENT OFFICER II
COMM RISK/DISASTER PREPAREDNESS ADMINISTRATOR
COMMUNITY SERVICES OFFICER I
COMMUNITY SERVICES OFFICER II
CRIME ANALYST
DEVELOPMENT SERVICES TECHNICIAN
EMS COORDINATOR
EXECUTIVE ASSISTANT
FIRE EQUIPMENT MECHANIC
FIRE INSPECTOR
FIRE PROGRAM ASSISTANT
GIS TECHNICIAN
HISTORIAN/ARCHIVIST
INFORMATION SYSTEMS COORDINATOR
INFORMATION SYSTEMS TECHNICIAN I
INFORMATION SYSTEMS TECHNICIAN II
JR PLANNER
LIBRARIAN I
LIBRARIAN II
LIBRARY ASSISTANT I
LIBRARY ASSISTANT II
LIBRARY SPECIALIST
MAINTENANCE WORKER I
MAINTENANCE WORKER II
OFFICE ASSISTANT I
OFFICE ASSISTANT II
PARK RANGER
PLANS EXAMINER
POLICE SERVICES TECHNICIAN I
POLICE SERVICES TECHNICIAN II
PROPERTY/EVIDENCE TECHNICIAN
PUBLIC SAFETY DISPATCHER I

PUBLIC SAFETY DISPATCHER II
PW EQUIPMENT OPERATOR/SENIOR MAINTENANCE WORKER
PW INSPECTOR
RECORDS CLERK
RECORDS MANAGEMENT COORDINATOR
RECREATION COORDINATOR
SENIOR MAINTENANCE WORKER
SENIOR RECREATION COORDINATOR
SENIOR CODE ENFORCEMENT OFFICER
SENIOR ADMINISTRATIVE ASSISTANT
SENIOR CRIME ANALYST
SENIOR DEVELOPMENT SERVICES TECHNICIAN
SENIOR LIBRARY ASSISTANT
SENIOR OFFICE SPECIALIST
SENIOR PLANS EXAMINER
SENIOR PUBLIC WORKS INSPECTOR
TRAFFIC SIGNAL TECHNICIAN

Dated: 12/2/2019

**CITY OF MURRIETA**

By: _____

Kim Summers
City Manager

**Murrieta General Employees Association**

By: _____

Erin Rose
President

**Attest:**

By: _____

Stephanie Smith
City Clerk