

# Memorandum of Understanding

BETWEEN

THE CITY OF BREA

AND

THE BREA CITY  
EMPLOYEES'  
ASSOCIATION

JULY 1, 2017 THROUGH JUNE 30, 2018



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BREA  
AND  
THE BREA CITY EMPLOYEES' ASSOCIATION**

**July 1, 2017 through June 30, 2018**

*This Memorandum of Understanding (MOU) is made and entered into by and between the duly authorized representatives of the City and the Brea City Employees' Association.*

**A. Recitals**

*(i) The parties hereto have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., and have reached agreement on changes in wages, hours, and terms and conditions of employment.*

*(ii) The parties hereto have agreed upon the wages, hours, and terms and conditions of employment as set forth herein in order to encourage effective recruitment and retention of well-qualified employees and to foster and reward employees' potential, performance, professional attitude, morale and pride in work. The Brea City Employees' Association employees hereby acknowledge these expectations.*

**B. Agreement**

*Now, therefore, the parties hereto agree as follows:*

**ARTICLE I - RECOGNITION**

Pursuant to the provisions of City of Brea Employer-Employee Relations Resolution No.06-62, the City of Brea (hereinafter called the "City") has recognized the Brea City Employees' Association (hereinafter called the "Association") as the majority representative of employees in the bargaining unit, which includes the full-time employees in the classifications listed in Exhibit "A," for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

**ARTICLE II - NONDISCRIMINATION**

The City and the Association agree that they shall not discriminate against any employee

because of race, color, gender, age, national origin, marital status, sexual preference, political or religious affiliations, disability, and/or exercise of rights under the Meyers-Milias-Brown Act, except as may be required for compliance with Federal or State law. The City and the Association shall re-open any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with Federal or State anti-discrimination laws.

**Americans with Disabilities Act**

- A. Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment only to the extent necessary to reasonably accommodate an individual covered by the Act, who meets the minimum requirements (as defined under ADA) for the position, and who has notified the employer of his/her disability.
  
- B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Prior to disregarding any provision of the Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to meet and confer over modifications of the Agreement on a case-by-case basis. Failure to reach agreement shall not preclude the City from implementation.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

**ARTICLE III – SCHEDULING/HOURS OF WORK AND ASSIGNMENTS**

**Work Schedule**

Department Directors shall designate work schedules. The Department Director may alter the work schedule of an employee subsequent to the consideration of departmental workload, operational efficiency, and staffing considerations. The Department Director shall report any work schedule change in writing to the City Manager, where such change impacts a significant number of employees.

The provisions of this Article shall not guarantee any employee any number of hours per

day, per week, per month, or per year.

### **9/80 Work Schedule**

The City has implemented a structured, synchronized 9/80 work schedule. The structured, synchronized 9/80 work schedule shall consist of two (2) consecutive work periods containing the equivalent of nine (9) work days instead of ten (10) in a two (2) week period. Employees will work eight (8) days for nine (9) hours a day, and one (1) day for eight (8) hours, for a total of eighty (80) hours in two (2) consecutive work periods.

### **4/10 Work Schedule**

The work schedule for assigned personnel in Public Works and Police Records Division shall be four (4) shifts of ten (10) hours in a consecutive seven (7) day period, totaling forty (40) hours per week.

### **City Rights**

Consistent with the City Rights Article, it is understood that the continuation of the structured, synchronized 9/80 work schedule and the 4/10 work schedule shall be the sole responsibility of the City, consistent with the needs of the community. Concurrent with its obligations under the Meyers-Milias-Brown Act, the City and the Association will meet and confer at any time prior to any change, revision, or elimination of the structured, synchronized 9/80 work schedule and/or the 4/10 work schedule. Failure to reach agreement on any change, revision or elimination of the structured synchronized 9/80 work schedule and/or 4/10 work schedule shall not preclude the City from implementation during the term of this Memorandum of Understanding.

The City will provide a minimum 14-day notice to an employee of a permanent, non-emergent schedule change. Temporary schedule changes or those due to an emergency will be given as much notice as is practical under the circumstances.

### **Shift Differential**

Employees regularly assigned to shifts in which the majority of scheduled work hours fall between 6:00 p.m. and 6:00 a.m. shall receive an additional five percent (5%) of pay for all hours on the qualifying shift.

### **Paid Lunch Break**

Employees regularly assigned to work at the Civic and Cultural Center, shall receive a thirty (30) minute paid lunch included in a regular assigned shift when the majority of their shift falls between 6 p.m. and 6 a.m.

**Rest Breaks**

Department management is authorized to approve and schedule break periods of up to fifteen (15) minutes in each half of an employee's scheduled work day, according to the operational needs of the affected department. One of those break periods, not to exceed fifteen (15) minutes, may be taken in conjunction with the employee's meal period. Management shall make every effort to ensure that all unit employees routinely receive both rest periods, or one rest break and the added fifteen minutes to the meal period, during each shift. Rest break periods missed due to occasional workload, project deadline, or other operational needs shall not be accumulated, and no alternate compensation shall be provided to affected employees.

**ARTICLE IV - SALARY AND WAGE PLAN**

**Salaries**

Salaries reflecting a three percent (3%) salary increase effective the first payroll period commencing on or after July 1, 2017, are listed in Exhibit "B," attached hereto and made a part thereof.

In recognition of the three percent (3%) salary increase reflected in Exhibit "B", Association members designated as "Classic" Miscellaneous employees pursuant to CalPERS definition will increase their employees' share of CalPERS contributions by one percent (1%) effective the same date as the salary increase noted in Exhibit "B".

**Merit Increase Date**

Employees who have not reached the top step of the assigned salary range for their classification shall be eligible for an annual merit increase.

**Special Assignment Compensation**

The Accounting Technician II assigned to payroll shall receive special assignment pay of eight percent (8%) in addition to his/her regular rate of pay.

The City will provide a \$200 per month pay differential for up to two employees in the classifications of Maintenance Worker I/II or Water Distribution Operator I/II who are pre-approved by the Department Director and who obtain and maintain state required chemical/pesticide applicator license/certification. Eligible employees will receive the additional compensation effective with the pay period in which he/she submits proof of certification. This additional pay is based on the employee taking full personal responsibility and liability for his/her own safety and the safety and health of those employees who may be assigned to apply pesticides and herbicides under his/her oversight.

## OVERTIME AND COMPENSATORY TIME OFF

Subject to the approval of the Department Director, or designee, employees may be authorized to work reasonable periods of overtime to meet operational needs and shall be compensated as follows:

- A. An employee's work period for the calculation of overtime pay shall be a seven (7) day period, beginning at 12:01 p.m. Friday, and ending at 12:00 noon the following Friday. An employee shall be paid at the rate of one-and-one-half (1½) times the employee's hourly rate for all hours worked in excess of forty (40) in the seven (7) day work period. These hours shall be referred to as "overtime" hours.
- B. The overtime rate will be calculated according to FLSA guidelines.
- C. Paid leave time (e.g., vacation, sick leave, holidays, compensatory time, etc.) shall not be counted as hours worked for the purposes of determining eligibility for overtime pay within a work period.
- D. Employees who work overtime without the express permission of the Department Director, or designee, may be subject to disciplinary action.
- E. Hours worked in excess of forty (40) hours per week not otherwise paid at time-and-one-half pursuant to FLSA shall be paid at the employee's straight-time rate.

The parties have agreed to changes to certain rules and regulations or policies in the Maintenance Services Department as described below. The City will make such changes and submit the revised Department rules to the Association for confirmation of the agreements therein.

- A. City will provide reasonable advance notice to employees regarding pre-scheduled overtime, and to accommodate requests regarding shift extension overtime if other employees are available and volunteer to take the assignment.
- B. City will provide fifteen (15) minute work breaks during extended overtime assignments of three hours or more, but such break time may not be combined with meal periods.
- C. City will provide up to \$15 for reimbursement or provision of meal expenses at the worksite during extended overtime assignments as described in the department rules.

Nothing herein is intended to limit or restrict the authority of the Department Director, or designee, to require any employee to perform overtime work.

**Compensatory Time Off in Lieu of Overtime**

In lieu of overtime pay for hours worked in excess of forty (40) in a work period, employees may "bank" compensatory time, at the rate of one-and-one-half (1½) hours of compensatory time for each hour for which he/she would otherwise be entitled to overtime pay, up to a maximum of ninety (90) hours (representing 60 hours of overtime worked at time-and-one-half). The use of compensatory time off (leave time) shall be contingent on staffing and scheduling, in the same manner as vacation leave requests.

Payoff of Accrued Compensatory Time. All compensatory time accumulated and not used shall be paid to the employee upon separation or upon promotion.

**Call-Back Pay**

An employee called back to work during off-duty periods (days off, weekends, or after completing his/her normal work shift and having left City premises) shall be eligible for overtime compensation at time-and-one-half under the following conditions and circumstances, even though the employee may not have actually worked forty (40) hours during the work period:

- A. If the employee is called back to work during an off-duty period, and has to physically respond to the City work location, he/she shall receive a minimum of two (2) hours overtime compensation, regardless of whether the employee actually works less than two (2) hours, and actual overtime worked if the time spent exceeds two (2) hours.
- B. If the employee is able to respond to the matter by telephone or internet access, and does not physically respond to a City work location, he/she shall receive the minimum two (2) hours overtime compensation for the first call in any 12-hour off-duty period, and only actual overtime incurred for subsequent calls after the first two hours and within that same 12-hour off-duty period.
- C. In either event described in (A) or (B) above, a second or subsequent call-back occurring within the first two (2) hours shall be considered part of the continuous working time included in the minimum two (2) hours.
- D. It is the employee's responsibility to log or document the time spent on such calls to prove eligibility for call-back pay.
- E. This provision shall not apply to an employee whose normal work shift has been extended prior to leaving his/her normal work location.
- F. An employee who is called to report to work because of an emergency (i.e., call back circumstances) within one (1) hour prior to the start of the employee's normal work shift, will be paid at time-and-one-half for such time.

An employee responding to call-back situations shall be eligible for mileage reimbursement if: a) the employee is required to report to a work location outside of the Brea city limits in his/her personal vehicle, and then such reimbursement shall be limited to the mileage incurred between the Brea Civic and Cultural Center and the response location; or b) the employee responds from a location other than his/her home, outside Brea City limits, and then such reimbursement shall be limited to the one-way travel from the location to the location of his/her City vehicle to be used in the response. The employee shall be responsible for providing evidence of the travel distance in order to receive mileage reimbursement.

### **On-Call Assignment**

Designated qualified employees who are assigned to respond during non-scheduled work hours (primarily evenings, weekends, and holidays) at times of emergency shall be subject to on-call pay. The conditions and compensation regarding the assignment of employees to be available on-call are as follows. Consistent with the voluntary opt-in provision listed below, a list of employees assigned to be available and ready to respond to an emergency will be established and updated as needed by the Public Works Department. The Department will consider the following factors in establishing and maintaining on-call duty lists:

1. Probationary status. Employees must have completed an initial probationary period in a public works classification.
2. Special qualifications, such as skills or certifications required.
3. Past performance and/or reliability during previous on-call assignments and in performing their regular work.
4. Employees who have volunteered to be placed on-call.

Voluntary Opt-In - Public Works Divisions shall allow employees to voluntarily opt-in on a quarterly basis. Each quarter, the Division and those who opt-in shall arrange for a fair process acceptable to all parties as to how and when employees will select assignments for that quarter. During this process, which shall occur at least one (1) month in advance of that quarter, selection of a particular week for on-call is at the employee's discretion (subject to availability).

Forced Assignments - Should the Department have difficulty filling on-call slots using the above criteria, the Department will assign individual employees based on anticipated staffing needs required to ensure adequate emergency responses while taking "reverse seniority" into consideration whenever possible before mandating an assignment. Specifically, for any weeks left vacant (i.e. no volunteers), the Public Work Division shall proceed with a forced assignment in reverse seniority order (from the whole Division, not just those who opt in). Unless there are extenuating circumstances, once an employee has served a forced assignment, they are exempt from future forced assignments until all employees in the Division have served a forced assignment. Once

the forced assignment list is exhausted, future forced assignments shall begin again with the entire Division list starting in an inverse seniority order. Employees with previously scheduled vacations are exempt from forced assignment for that week but shall remain on the forced assignment list until they've served a forced assignment. Street Sweepers are not eligible to volunteer for on-call assignments given their work schedule and will not be placed on the forced assignment list. Employees must receive supervisory approval before switching their on-call assignment with another employee

On-Call Week - On-call duty assignments will begin each Wednesday at 5:00 pm and end at 6:30 am the following Wednesday. Employees placed on-call will be compensated at a rate of \$300 per week. Furthermore, on-call employees will be compensated an additional \$30 per day for each City holiday and for each day of the "Holiday Closure." When a holiday falls on a Wednesday, the telephone exchange shall occur the work day immediately prior (for that holiday week only) and revert back to Wednesday the following week. On-call employees who drive during the Holiday Closure to switch phones shall receive one (1) hour of straight time compensation to allow for the exchange.

Failure to complete the entire scheduled on-call period by either not responding in a timely manner to a contact for service or by being unavailable to respond during the scheduled period of on-call time may result in the employee not being compensated for any of the on-call time served and may result in disciplinary action. However, the Department may take extenuating circumstances into consideration and prorate compensation on an hourly basis. When an employee becomes sick or has an emergency that prevents him/her from completing the on-call assignment, they shall contact their supervisor immediately to notify them of their inability to complete their assigned on-call duty due to illness or emergency. The supervisor may require documentary proof depending on the circumstances. When an employee complies with this requirement, they shall be paid for their on-call duty on a pro-rated basis. Employees who fill-in for those unavailable for their scheduled on-call duty will be paid on a prorated basis.

Employees assigned to the on-call list are required to:

Carry a City provided cell phone.

1. Answer the phone immediately or return the call within ten (10) minutes of a voice message or text being left for the employee.
2. Be prepared to respond immediately to the emergency which includes refraining from any activities that might delay a timely response and must have access to transportation at all times. Live no more than thirty (30) driving miles from the Public Works Yard in order to respond timely. This distance will be determined using a reputable Internet mapping site (e.g., Google Maps, Yahoo, MapQuest) to determine the driving distance the employee's residence is from Public Works Yard.

3. Employees shall not consume, be impaired by or have in their biological system alcohol or drugs while performing on-call duty. All of the provisions of the City of Brea Alcohol and Drug Use Policy shall apply to employee's participation in on-call duty. Employees shall remain within a thirty (30) mile driving distance at all times while on-call duty.
4. Follow all City and Public Works policies and procedures while on-call.

Employees will not be eligible to take on-call duty if the employee is on vacation or sick leave.

On-call compensation is not pay for time worked and is not considered pensionable compensation for CalPERS reporting (non-PERSable) purposes. On-call compensation is not counted towards computing FLSA overtime, but is in addition to any actual time served in responding to a contact for service that is otherwise compensated as outlined in the Emergency Call-Back Pay provisions of this MOU.

The on-call Pay Program does not modify or eliminate the Public Works Department's expectation that any and all Department employees may be called in or expected to respond in some manner in times of emergency or business necessity as determined by the Public Works Director or his/her designee.

Meetings - The City and the Association shall meet to review and discuss operational and programmatic issues that may arise from time to time involving the implementation of the on-call program.

## **SPECIAL PAYS**

### **Bilingual Pay**

An employee required to speak in Spanish, or other eligible languages in addition to English, as part of the regular duties of his/her position, shall be compensated at the rate of \$100 per month in addition to the employee's regular rate of pay.

The Human Resources Manager shall designate which languages shall be eligible for bilingual pay based on community needs.

The Human Resources Manager shall administer the taking of competency tests to certify the employee as eligible for bilingual pay based on the employee's proficiency in speaking Spanish or other eligible languages. Such certification shall be a condition prior to qualifying for bilingual pay.

The City will authorize up to ten (10) Association bilingual assignments for which employees will receive bilingual pay at any one time, in addition to such number of bilingual assignment positions as the Police Chief determines necessary in the Records Bureau.

The total number of assignment positions may be reduced based upon department need, as those positions become vacant due to loss of eligibility, resignation, retirement, or change of job class, department or bargaining unit.

An employee may become eligible for bilingual pay at any time. An employee must be recertified immediately prior to each anniversary date to continue to be eligible for bilingual pay. If the employee fails to reapply or to become recertified, the bilingual pay shall cease at the beginning of the payroll period immediately following the employee's anniversary date. The employee is responsible to initiate the request for eligibility or recertification.

After two (2) consecutive years of successful recertification, the employee shall only be required to participate in the recertification process every four (4) years.

### **Working out of Classification**

The City shall determine the necessity for working employees out of classification. The Department Director or City Manager may appoint an employee to an assignment which causes the employee to work in a higher classification. The Department Director or City Manager will determine the starting and ending dates for such assignments. The employee shall receive prior written notice of the working out of classification assignment. Once an employee is assigned to working out of classification, he/she shall remain in the assignment until the need for said assignment, in the opinion of the Department Director or City Manager, has been eliminated.

The City may work employees out of classification for up to twenty (20) days in a fiscal year without additional compensation. Employees who are assigned to work on a temporary basis in a higher classification for a total of twenty (20) days in a fiscal year, as specifically assigned by the Department Director or the City Manager, shall receive the first pay step of the higher classification or five percent (5%) in addition to the employee's regular rate of pay, whichever is greater. The additional pay rate shall commence on the twenty-first (21st) day of working within the assignment.

### **Temporary Assignments**

From time to time the City may determine the need to work employees out of classification as a Street Sweeper Operator or in an Accounting Technician II/Payroll assignment for a few days at a time. These temporary assignments shall be made after the completion of an initial training period, under the following conditions:

- A. A subsequent annual training period may be required by the Department Director, or designee.
- B. Assignments may be made through payroll time sheets instead of through personnel action forms.
- C. Prior written notice of the assignment to the employee is not required.

**Uniform Allowance**

The City shall provide a lump sum uniform allowance of \$700 to employees in the following classifications:

- Fire Prevention Specialist I/II
- Police Records Clerk
- Police Records Technician
- Senior Fire Prevention Specialist
- Senior Police Records Technician
- Administrative Clerk I/II (only when appointed to a position which requires a uniform [e.g., Police Records, Property/Evidence])

Uniform allowance shall be paid directly to the employee on a regularly scheduled pay day in July of each year.

Newly appointed employees in the classifications listed above shall receive a voucher for an initial uniform allowance of \$500, and shall thereafter receive the annual allowance as described above. Employees hired between January and June shall have the initial \$500 prorated according to the number of months prior to July (i.e., \$500 in January or before, \$417 in February, etc., rounded to the nearest whole dollar). The amount of the voucher will be reported on the employee's first payroll for income tax purposes as required by the Internal Revenue Service.

**Work Shoe Reimbursement**

The City shall provide an annual work shoe allowance to field maintenance services employees, building inspectors, and public works inspectors for the cost of safety/work shoes/boots in the amount of \$250 per fiscal year in an allowance check in July of each fiscal year, and the employees will be solely responsible for all expenses related to the maintenance and repair of appropriate safety footwear.

Employees shall obtain and maintain appropriate safety footwear for their assigned duties.

**ARTICLE V - LEAVES**

**VACATION**

**Vacation Accruals**

Employees shall earn and accrue vacation leave time at the following rates:

Initial Hire	80 hours/yr	(approx. 3.08 hours per pay period)
Completion of 3-6 years	120 hours	(approx. 4.61 hours per pay period)
Completion of 7-12 years	140 hours	(approx. 5.38 hours per pay period)
Completion of 13-15 years	160 hours	(approx. 6.15 hours per pay period)

Completion of 16-18 years 185 hours (approx. 7.11 hours per pay period)  
Completion of 19 years + 200 hours (approx. 7.69 hours per pay period)

In addition to the accrual rates specified above for regular full-time service, effective November 1, 2004, part-time regular service with the City of Brea, contiguous to and preceding current full-time appointment, will also be used to calculate vacation accrual rates. For each twelve (12) months of regular part-time service, one half (.5) year of service will be added to determine the employee's accrual rate.

Part-time service that ended with a break in continuous service, followed by a new appointment, shall not be included.

Additional service credit for part-time regular service is only for the purpose of vacation accruals, and shall not be considered additional service for seniority, retirement or any other purpose.

### **Use of Vacation Leave**

Employees are encouraged to use at least forty (40) hours of vacation leave each fiscal year. Vacation leave time shall not be approved until such time as it has been earned. The time at which an employee shall take vacation leave shall be requested by the employee prior to the start of the vacation leave period. Such vacation leave to be taken shall be subject to the prior approval of the Department Director, or designee, subsequent to consideration of the departmental workload and other staffing considerations, such as but not limited to, the previously approved vacation schedule of other employees, sick leave and position vacancies.

### **Maximum Accrual of Vacation Leave**

Employees shall be entitled to accrue a maximum of four hundred (400) hours of vacation leave.

An employee who has maxed out her/his leave bank and whose timely request to use forty (40) hours or more of vacation is denied in writing by a supervisor shall be allowed to continue accruing for the next two (2) consecutive pay periods the value of vacation hours they would have otherwise accrued but for the City's refusal of his/her leave request. Within said two (2) consecutive pay periods the employee must be allowed to schedule at least forty (40) hours of vacation.

### **Buy-Back of Vacation Leave Hours**

Upon an employee's written request, the City will buy-back unused vacation hours subject to the following provisions:

- A. An employee must have used consecutive vacation leave time equivalent to one work week (e.g., 36, 40 or 44 consecutive hours) within one (1) year prior to the

date of the request for vacation buy-back.

- B. The minimum amount of each buy-back shall be forty (40) hours.
- C. An employee must maintain a minimum balance of eighty (80) hours in his/her vacation leave bank.
- D. If the employee has been absent from work for an extensive time in the preceding year due to illness or injury and, therefore, unable to take the minimum required vacation leave, he/she may be authorized a buy-back if necessary to reduce the likelihood of reaching/exceeding maximum accumulation before he/she would be able to return to work. In the absence of a specific request from the employee, the City may initiate the buy-back in an amount sufficient to reduce and keep the balance below the maximum accumulation.

### **Vacation Payoff Upon Separation**

Upon separation from service, an employee shall be compensated at his/her current regular rate of pay for any vacation accrued but not taken.

## **HOLIDAYS**

City Recognized Holidays:

The City designates twelve (12) holidays per year as follows:

- New Year's Day, January 1
- Martin Luther King's Birthday, third Monday in January
- Presidents' Day, third Monday in February
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, first Monday in September
- Thanksgiving Day, fourth Thursday in November
- Friday after Thanksgiving
- Christmas Eve, December 24
- Christmas, December 25
- New Year's Eve, December 31.
- Floating Holiday

A holiday is considered a maximum of nine (9) hours regardless of the employee's work schedule (such as 4/10, etc.). An employee who works an alternate schedule (i.e. 4/10) will need to supplement his or her holiday with another leave bank (floating, vacation or comp time).

Except on those years when Christmas, Christmas Eve, New Year's and/or New Year's

Eve fall on a Saturday or Sunday, where it will be more efficient to use the Holiday time to “pay” for the Holiday Closure, if a holiday falls on a Sunday, the Monday following is observed. If a holiday falls on a Saturday the preceding Friday is observed.

If a holiday falls on a day that an employee is not scheduled to work he or she will receive the equivalent hours (maximum nine (9) hours) in his/her holiday bank. If an employee works on a holiday they will be compensated at his/her regular hourly rate of pay for hours worked. If they work fewer than nine (9) hours his/her time shall be augmented by holiday time up to nine (9) hours and they shall accrue the balance of their nine (9) hours of holiday time. Example #1: An employee works five (5) hours on a holiday. They are paid for five (5) hours of regular time, four (4) of holiday time and they accrue five (5) hours of holiday time. Example #2: An employee works nine (9) hours on a holiday. They are paid for nine (9) hours of regular time and accrue nine (9) hours of holiday time. If a holiday falls on an 8-hour work day (non-9/80 Friday) the employee shall receive eight (8) hours pay for the day and one (1) hour of holiday time in their accrual bank. Employees are guaranteed 108 hours of holiday pay per each full year worked. Employees shall be in a paid status the day prior to and immediately following the holiday in order to receive holiday pay.

Time off taken during any part of the Christmas/New Year's Closure (Holiday Closure) period, as designated each year, shall be accounted for by using Holiday Bank hours to the extent that Holiday Bank hours are available in the employee's Holiday Bank. Vacation and or compensatory bank time may only be used to “pay” for days within the period designated as the Holiday Closure after the employee's Holiday Bank is exhausted.

Floating Holiday - Nine (9) hours of floating holiday leave time shall be granted to each employee on July 1 of each fiscal year. This time shall not be carried over from one fiscal year to the next. Newly hired employees shall be granted nine (9) hours of floating holiday leave time if hired between July 1 and December 31 of each year and four and one half (4.5) hours of floating holiday leave time if hired between January 1 and June 30 of each year.

**Employees Working on Designated Holidays:**

As City services must also be provided on certain holidays, it is not always possible to allow all employees the designated time off. For example, the City has responsibilities during some Fourth of July events, and street sweeping during the holiday periods. Those employees on the 9/80 or 4/10 work schedules who work on those holidays, whether by volunteering or being ordered, are not necessarily entitled to overtime (time-and-one-half) because paid leave time is not counted as time worked. To minimize the impact, the City and employees should have some alternatives. Depending on the specific need for coverage in a holiday situation, the following options may be utilized.

Voluntary schedule change for Holidays - When a designated holiday falls on employees' normally scheduled working day, and the program or function of that position is needed to provide services to the public on that day, the department will first

seek qualified employees as volunteers to work on the holiday. This offer will be made, whenever possible, at least fourteen (14) calendar days prior to the holiday, except in emergencies as defined below, and employees volunteering to work will be committed to that schedule.

Voluntary schedule change for Special Events - When a designated special event falls on an employees' normally scheduled day off, and the program or function of that position is needed to provide services to the public on that day, the department will first seek qualified employees as volunteers to work at the special event. This offer will be made, whenever possible, at least fourteen (14) calendar days prior to the event, except in emergencies as defined below, and employees volunteering to work will be committed to that schedule. Employees not pre-scheduled to work at such events will be placed on a rotating on-call list to replace employees who are unable to work as scheduled.

Alternative service providers - To minimize the impact on employees, or in the absence of qualified full-time employee volunteers, departments may schedule part-time employees or, when necessary and appropriate in the judgment of the City, utilize temporary or contract services.

Required to Work - If the voluntary or alternative methods do not provide the needed number and type of employees for work on the designated holiday, employees may be ordered to work, and such orders will be conveyed as far in advance as possible.

Emergency Situations - If an agreed holiday schedule must be altered within the two weeks preceding the holiday, due to unforeseen illness, injury or other circumstances beyond the City's control, volunteers will again be solicited and other alternatives will be considered. In the absence of qualified employees or alternatives, employees may be required to work.

If an employee is contacted and required to work on short notice (i.e., less than 24 hours preceding the holiday, or during the holiday), the provisions for emergency call-back shall apply in addition to pay for the holiday.

Unused Holiday leave time will be banked for future use. Therefore, full-time Employees working on a designated holiday (other than an emergency call back) will bank unused holiday hours as provided above to be taken at a later date of the employee's choosing, subject to Department approval, or to be paid off in March.

Employees working on a holiday, where the hours actually worked in that week exceed forty (40) hours, shall be paid overtime for the hours in excess of forty (40) hours.

Time off using Banked hours under this section shall be scheduled in the same manner as vacation or other prescheduled leave time.

## **DONATION OF LEAVE TIME**

Employees may donate, on an hour-for-hour basis, vacation, holiday leave time, and/or compensatory leave time, to City employees who have exhausted all available accrued leave time due to a major medical condition.

All donations of paid leave time must be approved by the Human Resources Manager.

During the term of the current MOU, the City shall meet and confer with the Association and other City Associations to revise the rules related to the Leave Bank.

## **SICK LEAVE AND BEREAVEMENT LEAVE**

### **Sick Leave**

Employees shall earn eight (8) hours of sick leave per month. Sick leave shall be earned, commencing on the first day of employment, and shall accrue on a bi-weekly basis.

### **Personal Medical and Dental Appointments**

Subject to the approval of the Department Director and/or his/her designee, employees may utilize sick leave for personal medical and/or dental appointments.

### **Sick Leave Authorization for Immediate Family Members**

An employee shall be allowed to use up to a maximum of forty-eight (48) hours of personal sick leave per fiscal year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. Immediate family as used in this Section is limited to the employee's parents and grandparents (natural, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (natural, adoptive, foster, or by marriage or domestic partnership), parents-in-law (or by domestic partnership), siblings, and siblings-in-law (or by domestic partnership). In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Department Director before the sick leave is allowed. In the event of a serious illness in the immediate family, a medical certificate from an acceptable medical authority or a personal statement of such illness and an explanation of the need for the employee's absence, may be required by the Department Director. Such leave may take travel time into consideration. The amount of sick leave used in either of these two circumstances shall be reported on the appropriate leave request form.

### **Notification to Supervisor**

Any employee needing to be absent because of sickness or other physical disability shall notify the appropriate Department Director or immediate supervisor at least one day prior to

such absence if circumstances permit, or as soon thereafter as possible. Any employee falsifying a reason for sick leave shall be subject to discipline, up to and including termination.

### **Bereavement Leave**

An employee shall be allowed up to twenty-seven (27) hours of bereavement leave for each incident of a death of an immediate family member (as defined above). This twenty-seven (27) hours of bereavement leave is in addition to the sick leave which an employee may use for death in the immediate family.

## **OTHER LEAVES**

### **Leave of Absence Without Pay**

The Department Director or designee may grant leaves of absence for a maximum of ninety (90) working days without pay to any employee if the circumstances of the particular case warrant and if the Department Director so recommends such leave of absence in writing. In the event the Department Director does not approve an employee's request for a leave of absence without pay, the request shall be forwarded to the Human Resources Manager, or his/her designee, for further review.

An employee, not under suspension, may make application for leave without pay after all available leave benefits, including vacation, compensatory time, holiday leave time, Family Care Leave, sick leave (subject to eligibility to use sick leave) and any other leave benefits have been completely used. No employment or fringe benefits such as sick leave, vacation, retirement, or any other benefits shall accrue to any employee on leave of absence without pay; except however, the City will continue to pay the employee's medical insurance up to the current maximum allowable under the current Flexible Benefit Plan program for a maximum of three (3) months during any one leave in any twelve (12) month period while an employee is on authorized leave.

Prior to the end of a leave of absence without pay, if the employee desires additional leave, written application must be made to the Department Director stating the reasons why the additional leave is required and why it would be in the best interest of the City to grant such leave of absence. If, in the Department Director's opinion, such additional leave is merited and would still preserve the best interests of the City, he/she may approve such extensions of leave of absence for a period not to exceed an additional ninety (90) working days. If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the City shall consider that the employee has terminated his/her employment with the City.

An employee on leave of absence must give the City at least a seven (7) day written notice of the employee's intent to return to work.

Any employee who engages in outside employment during said leave of absence without

prior notification and approval of the City Manager and Department Director shall be subject to termination. Any employee who falsified the reason for the request for said leave of absence or extension thereof may be terminated.

### **Employee Association Leave**

A reasonable number of the Executive Board of the Employee Organization recognized by the City Council shall be authorized leave of absence with pay according to the following provisions and within administrative directives:

- A. To meet and confer as requested by the Human Resources Manager.
- B. To perform necessary representational functions at times prearranged and approved by the Department Director.
- C. For other matters that formal written approval may be granted by the Human Resources Manager.

## **ARTICLE VI - FRINGE BENEFITS**

### **Administration**

The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

### **Selection and Funding**

In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Agreement.

### **Changes**

If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

### **Flexible Benefit Plan**

The City's Flexible Benefit Plan shall include, for the employee and eligible dependents, City sponsored: health insurance plans including medical, dental, and optical insurance. The Flexible Benefit Plan shall also include, for employees only, short-term disability,

optional life insurance, deferred compensation, and tuition reimbursement as permitted under federal tax law for undergraduate college-level courses only.

Any additional contribution necessary to maintain medical, dental, vision, optional life insurance and/or short-term disability plans under the terms of this Agreement in excess of the specified amounts set forth in this Article shall be borne solely by the employee.

Effective the first full pay period in July 1, 2017 the Flexible Benefit contribution for employees enrolled in a City sponsored CalPERS medical plan shall be:

Single employee	\$750 per month
Employee plus 1 dependent	\$1,100 per month
Employee plus 2 or more dependents	\$1,425 per month

Effective the first full pay period in January 1, 2018 the Flexible Benefit contribution for employees enrolled in a City sponsored CalPERS medical plan shall be:

Single employee	\$750 per month
Employee plus 1 dependent	\$1,100 per month
Employee plus 2 or more dependents	\$1,450 per month

Should any other non-management association receive a net increase in the contribution to the City's Flexible Benefit Plan as defined in the MOU to an amount greater than that available to Association members, the same amount and/or benefit under the same conditions provided to the other non-management association will be made available to Association members effective the same date as made available to the other non-management association.

Of the monthly amounts shown above, \$335 is considered to be the City's contribution toward the CalPERS Health Insurance Program for medical insurance and shall be reported to CalPERS as such. This \$335 shall be the City's contribution toward retiree medical insurance coverage. There is no opt out value for retiree medical coverage.

The parties intend that the entitlement to receive a retiree medical benefit of \$335 per month is a vested benefit for all employees hired by the City on or before June 30, 2017. The inclusion of this vesting language is to comply with the Supreme Court's decision in *M&G Polymers v. Thackett*, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Effective June 30, 2017, for all new employees hired and subsequently retired from the City, the City's medical contribution towards retiree health insurance shall be the CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. (PEMHCA minimum will be \$128 in calendar year 2017).

Employees hired prior to April 1, 2006, who have either opted out or enrolled in a health

plan with a premium less than \$650 will continue to receive a \$650 contribution. Employees hired on/after April 1, 2006, shall receive the amount shown for the plan level in which they have enrolled. Those hired on/after April 1, 2006, who opt-out of a City medical plan will receive \$325 per month.

Employees who do not use the full amount of the Flexible Benefit contribution for optional benefits provided herein may elect to receive the remaining amount as taxable cash in the bi-weekly payroll, or to deposit the amount in a deferred compensation (457) plan.

Should the total cost of premiums for benefits selected under the Flexible Benefit Plan exceed the City's monthly contribution, the overage will be paid by the employee via pretax payroll deductions. The City will continue to pay the one-half percent (1/2%) administrative fee for the CalPERS Health Insurance Program medical insurance plan. If the administrative fee increases, the City and the Association shall meet and confer on the increase.

### **Life Insurance**

The City shall provide each employee with a maximum of a \$50,000 term life insurance policy. An employee may purchase additional (optional) life insurance coverage either through the Flexible Benefit Plan or at his/her own expense.

### **Long-Term Disability Insurance Plan (LTD)**

The City shall provide Long-Term Disability Insurance benefits for all employees who have passed their initial probationary period during the term of this Agreement as provided for in the City's LTD Plan document except as provided for below.

Effective for qualifying illnesses or injuries occurring after March 1, 2008, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first \$6,500 of the employee's basic monthly earnings, reduced by any deductible benefits as described in the Plan Document. For the purposes of this benefit, "basic monthly earnings" means the regular salary range step amount applicable to the affected employee, exclusive of overtime or intermittent additional compensation that may be paid in any pay period. No benefits shall be payable for the first sixty (60) calendar days of each period of total disability, or the end of the period of accumulated paid sick leave to which the employee is entitled under the City's sick leave program, whichever is longer. After LTD benefits commence, the employee may elect to use any remaining paid leave (vacation or other accumulated leave) to supplement such benefits during the term of illness or injury leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period.

### **Section 125 Program**

The City has implemented an Internal Revenue Section 125 program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the

reimbursement of medical care expenses or dependent care expenses, or both. Employees who choose to participate in the program shall pay all program administration costs and/or fees.

### **Retirement Health Savings Plan (RHSP)**

Effective on and after the adoption of this MOU, contributions to an RHSP for Association employees must comply with the mandatory contribution provisions provided under IRS regulations. The City and the Association may create or amend contribution provisions prospectively to comply.

All full-time non-probationary employees will each contribute \$25 per month to the individual employee's Retirement Health Savings Plan. Future employees, will begin such contributions effective with the payroll period in which the employee is passed from probationary to regular (permanent) status.

The City agrees to meet at any convenient time during the term of this agreement to change or eliminate employee contributions at the Association's option and pursuant to IRS code.

## **RETIREMENT**

### **Public Employees' Retirement System (CalPERS)**

All employees covered under this Memorandum of Understanding shall be members of the State of California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

Classic Employees - The CalPERS plan in effect for "Classic" members is known as the 2% @ 55 formula for Local Miscellaneous Members based on the three highest consecutive years.

Effective the first full payroll period beginning on or after July 1, 2016, employees hired as "Classic" Miscellaneous employees under the CalPERS definition shall pay the entire seven percent (7%) CalPERS-mandated employee retirement contribution. Effective the first full payroll period beginning on or after July 1, 2017 Classic employees shall pay an additional one percent (1%) cost sharing contribution pursuant to Government Code Section 20516 for a total CalPERS employee contribution of eight percent (8%). This cost sharing contribution shall be treated as normal member CalPERS contributions to the extent provided by statute.

New Employees or New Members - Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), "new employees" and/or "new members" as those terms are defined in Government Code Section 7522.04 hired on or after January 1, 2013, are enrolled in the 2% at 62 retirement formula for Local Miscellaneous Members

(Government Code Section 7522.20) based on the three highest consecutive years.

Pursuant to PEPRA, new employees or new members hired on or after January 1, 2013, shall pay at least 50% of the normal cost of pension as is determined each year by CalPERS to be the employee contribution rate.

Implementation of the above funding of the employee CalPERS contributions shall be accomplished by means of each affected employee incurring a payroll deduction each payroll period in the above amounts. Said payroll deductions shall be on a pre-tax basis pursuant to IRS Code Section 414 (h) (2).

#### 1959 Survivor Benefit

The CalPERS Retirement Plan has been amended to include the Fourth Level 1959 Survivor Benefit. The employee shall pay 100% of all monthly costs for this benefit, in addition to the \$2.00 monthly cost for the basic level 1959 Survivor Benefit.

#### Military Service Credit

The City has amended its contract with CalPERS to enact Government Code Section 21024, Military Service Credit.

#### Retirement Amendments

Should the City enter negotiations with any other Miscellaneous bargaining unit to amend the CalPERS contract, the City and Association agree to meet and confer at that time.

The Association agrees that the City may request to reopen discussions regarding employee payment of the employee CalPERS contribution at any time during the term of this MOU.

#### Social Security

In the event the City and its employees are required to participate in the Federal Social Security Program, the contributions designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

## **WELLNESS PROGRAM**

Effective July 1, 2017 the City shall contribute a maximum of \$450 per fiscal year for each employee towards wellness and fitness programs for the employee, including any combination as provided hereinafter. Wellness expenses that are **not pre-approved** prior to incurring the expense may not be reimbursed. Pre-approval is not required for Body Scans and Chiropractic or Medical Care when all other requirements are met. For ongoing Cardiovascular & Strength Training programs, only one pre-approval is required per program, employees will not need to be pre-approved each year.

Medical Examination - Wellness money may be used for voluntary medical examinations. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Human Resources Manager, and must be accompanied by an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier.

Cardiovascular and Strength Training Programs - Employees shall be entitled to reimbursement for cardiovascular and weight training programs. Reimbursable expenses must be pre-approved by the Human Resources Manager prior to incurring the expense. All employee requests for reimbursement must be accompanied by an itemized receipt for expenses incurred showing the employee member's name and dates of the covered enrollment period. Reimbursement will be made for the current program year only. If the employee pays for more than one program year, they will receive reimbursement for the second program year after the start of the next fiscal year.

Preventive or Diagnostic Heart, Stroke, and Body Scanning - The City contribution shall be available for reimbursement for the costs of preventive and diagnostic medical evaluations involving scientific scanning processes and similar non-invasive techniques, which are not reimbursable under the employee's medical insurance plan. Employees must provide an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier (i.e., denial of benefits).

Voluntary Medical Examinations and Chiropractic Care - For each employee, the contribution shall be available to pay for medical insurance deductibles or other non-reimbursed medical expenses for voluntary medical examinations or for treatment by a chiropractor which is not covered by the employee's medical insurance plan. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Human Resources Officer, and must be accompanied by an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier.

Weight Reduction - The City contribution shall be available for reimbursement of registration and meeting expenses for weight reduction programs. All subsequent requests for reimbursement submitted to the Human Resources Officer must be accompanied by an itemized receipt for expenses incurred, as well as verification of continued participation/attendance. Employees will not be reimbursed for the cost of food or dietary supplements included in a weight reduction program.

Fitness, Cardiovascular and Strength Training Equipment - Employees may be reimbursed for pre-approved equipment purchases by submitting proof of purchase and a signed

statement that the equipment will be used by the employee for his/her personal fitness program.

Following are some examples of items that would and would not qualify for Cardiovascular & Strength Training Programs & Equipment:

<b><u>Cardio/Strength Training Program Examples:</u></b>		<b><u>Cardio/Strength Training Equipment Examples</u></b>	
<u>Qualified expenses</u>	<u>Non-qualified expenses</u>	<u>Qualified expenses</u>	<u>Non-qualified expenses</u>
<ul style="list-style-type: none"> <li>• Gym membership</li> <li>• Martial arts classes</li> <li>• Personal trainer</li> <li>• Yoga classes</li> </ul>	<ul style="list-style-type: none"> <li>• Dance classes</li> <li>• Pool memberships</li> <li>• Sports leagues (Hockey, football, etc.)</li> <li>• Wii Fit</li> </ul>	<ul style="list-style-type: none"> <li>• Exercise machines (treadmill, elliptical, stationary bike, etc)</li> <li>• Weights, weight</li> <li>• Benches</li> <li>• Punching bags</li> <li>• Pedometer/Fitbit</li> </ul>	<ul style="list-style-type: none"> <li>• Bicycles</li> <li>• Equipment floor mats</li> <li>• Yoga Mats</li> <li>• Gym clothes and shoes</li> <li>• Equipment warranties</li> <li>• Exercise DVDs</li> </ul>

The Wellness Program does not reimburse for examinations or procedures for cosmetic or non-medically necessary services.

## **SERVICE CONNECTED INJURY OR ILLNESS**

### **Industrial Leave**

An employee of the City who sustains illness or injury arising out of his/her employment or in the course of his/her employment shall receive compensation, hospitalization benefits, surgical and/or medical attention, and if necessary, industrial injury leave in accordance with the provisions of the State of California Workers' Compensation Insurance and Safety Act, and the applicable provisions of Resolution No. 1462, adopted by the City Council on August 26, 1968.

Should it be determined that an employee's illness or injury did not arise out of his/her employment or in the course of his/her employment with the City, the employee's accrued, or if insufficient, future, sick leave shall be charged to reimburse the City for any payments made to the employee for industrial leave.

No employee may use accrued sick leave while on industrial leave.

Vacation and sick leave shall accrue for an employee receiving full salary continuance while on industrial leave.

**Expiration of Industrial Leave** Industrial leave shall expire when the first one of the following conditions occurs:

- A. The employee is able to return to a modified duty assignment and the City has such

an assignment available.

- B. The employee is able to return to work to his/her regular position.
- C. The employee is able to return to work to another position designated by the City.
- D. The day before the employee is retired or separated due to disability; retirement eligibility and retirement date shall be determined by the Public Employees' Retirement System.

**Return to Work After Service Connected Illness or Injury** An employee claiming a service-connected injury or illness pursuant to the Labor Code of the State of California, as amended, or sick leave pursuant to regulations contained herein, may be required by the Human Resources Manager to submit a medical certificate signed by a duly-licensed physician, surgeon, or psychiatrist stating that the employee is capable of performing his/her duties or such of his/her duties as are enumerated in the certificate. The Human Resources Manager may require the employee to take an examination by a City designated physician, surgeon, or psychiatrist who shall make a report to the City as to the employee's ability to fully perform the duties and responsibilities of his/her position. In the event the certificate and reports enumerate less than all of the duties to which the employee may be assigned, the City may assign the employee duties and responsibilities which the City believes the employee is capable of performing. In cases of disabling illness or injury, the Human Resources Manager, or Department Director, shall assess the City's ability to provide reasonable accommodation.

## **ARTICLE VII - PROFESSIONAL DEVELOPMENT**

The Tuition Reimbursement program is designed to encourage employees to continue their self-development by enrolling in approved coursework towards an Associates, Bachelors, Masters or Ph.D. program that will educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job and/or help prepare them for advancement to positions of greater responsibility with the City. In addition, Tuition Reimbursement is provided for professional development and certification programs.

### **Eligibility**

Eligibility for Reimbursement for Associate, Bachelor, Master or Doctorate Programs must meet the following requirements.

Courses must be: 1) related to the employee's current occupation; 2) related to a City classification to which the employee may reasonably expect promotion or 3) required for the completion of the pre-approved job-related major.

Education reimbursement monies shall only be applied to the verified cost of tuition, registration, course-related books, parking and laboratory fees for the approved education program.

Coursework as described herein must be completed at a college or university accredited by the Western Association of Schools and Colleges (WASC) or one of the equivalent Regional Accrediting Organizations, which include:

1. Middle States Association of Colleges and Schools (MSACS)
2. New England Association of Schools and Colleges Commission on Institutions of Higher Education (NEASC-CIHE)
3. Northwest Commission on Colleges and Universities (NWCCU)
4. North Central Association of Colleges and Schools Higher Learning Commission (NCACS-HLC)
5. Southern Association of Colleges and Schools Commission on Colleges (SACS)

Tuition shall not be granted for on-line attendance or other attendances at what are referred to as "degree mills." For purposes of this MOU only, a "degree mill" is an organization that awards academic degrees and diplomas with substandard or no academic study and without recognition by official educational accrediting bodies. These degrees are often awarded based on vaguely construed life experience. Some such organizations claim accreditation by non-recognized/unapproved accrediting bodies set up for the purposes of providing a veneer of authenticity.

### **Reimbursement**

Employees shall submit a request for Tuition Reimbursement to the Human Resources Department a minimum of ten (10) days prior to the scheduled program start date and obtain written approval from the Human Resources Department prior to enrolling for the desired course(s). The City will deny professional development and degree course work that is deemed not to be job related. Proof of completion of the approved college/university education program or professional development work shall consist of a certificate of completion, or other verification of participation, or a college transcript showing a letter grade of "C" or better, or in cases where no letter grade is given, a certificate of completion or written proof that the college course work was completed in a satisfactory manner. Upon completion of the approved program, requests for reimbursement may be submitted to the Human Resources Manager and must be accompanied by a receipt for all eligible expenses paid.

### **Reimbursements from Other Sources**

If an employee receives tuition payments or refunds for professional development or

degree coursework from other sources, the City will contribute the difference between the amount the employee receives from the other source and the authorized costs incurred by the employee to the maximum amount cited in the Reimbursement Schedule below.

### **Reimbursement Schedule**

The amount of tuition reimbursement available annually for pre-approved college/university degree programs to each employee shall be \$3,000 for the twelve (12) month period from September 1 through August 31 in which the course(s) are completed and requests receive final approval by the Human Resources Manager.

If the amount *incurred and submitted* for reimbursement for eligible college/university degree programs in any year exceeds the annual maximum, the employee may elect to carry-over the excess amount to be reimbursed in the next eligible year and paid as part of that succeeding year's annual maximum reimbursement. This carry-over is good for one year only.

Each employee, with pre-approval, shall also be eligible to participate in an intensive or condensed degree program on a one-time basis in lieu of the annual course reimbursement described above. Such program, which is designed to achieve approximately two years of classroom education within a one-year time frame, may result in expenses exceeding the annual reimbursement amount. An approved course of study in an intensive or condensed semester or degree-achievement format shall be eligible for reimbursement up to the annual maximum as stated above, paid over a four-year period to a maximum of the actual eligible costs, or \$12,000, whichever is less. The employee must submit proof of successful course completion, and proof of payment of tuition and costs, to be eligible for reimbursement under this provision before the annual reimbursement payments will be made.

The amount of tuition reimbursement available annually for pre-approved professional development and certification courses to each employee shall be \$500 for the twelve (12) month period September 1, through August 31, in which the course(s) are completed and requests receive final approval by the Human Resources Manager.

## **ARTICLE VIII – OTHER PROVISIONS**

### **Health and Safety**

The City and the employees of the City agree to comply with all applicable Federal and State laws which relate to health and safety.

Each employee acknowledges his/her responsibility to obey City and Department safety rules and State and Federal safety regulations and to notify his/her supervisor promptly of unsafe working conditions, equipment and/or acts. The City acknowledges its responsibility to abate safety and health hazards, to the best of its ability.

### **Substance Abuse Policy**

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

It is in the best interest of the City, the Association, employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the knowing use of any illegal substances or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

The City pays for an Employee Assistance Program for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

The City may, upon showing of reasonable suspicion that this policy is being violated, compel an employee who appears to be unable to perform any portion of his/her job to submit to a medical examination on City time and at the City's expense, which includes drug or alcohol screening. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

### **Federal/State Mandated Programs**

In the event the City and its employees are required to participate in Federal or State mandated programs, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

### **Reemployment Lists**

The names of employees who have been laid off due to reduction in force shall be placed on a layoff reemployment list for the classification the employee held at the time of the layoff. Each employee on a layoff reemployment list shall remain on that list for eighteen (18) months.

### **Written Response to Performance Evaluations**

An employee may submit a written response to his/her performance evaluation if the employee disagrees with all or part of the performance evaluation. The written response

shall be attached to the performance evaluation and shall be included as part of the employee's permanent personnel record.

### **Review of Written Reprimand**

When a written reprimand is issued to an employee by other than the employee's department head, and the employee desires to dispute all or part of the reprimand, the employee may request and will be granted a meeting to discuss the issue with their department director alone. Any decision by a department director on the merits of a reprimand shall be final.

### **Use of City Cell Phones**

The City has adopted a cell-phone policy that establishes the conditions under which employees may be assigned and provided City cell-phones for business use. Such policy allows for limited (incidental) personal use at the employee's expense, either by direct reimbursement of actual costs as determined by the City, or by payroll deduction of a monthly fee. City employees required to have an assigned cell-phone for business-related purposes may choose a 'personal use' payment method, or may carry a separate personal cell-phone. This policy or provision shall not be interpreted to imply or authorize extensive personal calls on City time, or extensive personal use of a City cell-phone.

### **Re-Opener**

The City and Association agree to re-open discussions regarding scheduled Overtime on or about January 8, 2018 with the understanding that the City and the Association will both gather data in the interim and that the City will consider what data it may find persuasive to determine if there is a real problem that requires resolution.

## **ARTICLE IX – LABOR MANAGEMENT RELATIONSHIP**

### **CITY RIGHTS**

The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the Management decision.

- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine the types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedure.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations and to maintain order and safety in the City which are not in contravention with this Agreement.

- S. To take any and all necessary action to carry out the mission of the City in emergencies.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights impact employees represented by the Association, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding, or in the City's Personnel Rules and Regulations, and/or Salary Resolutions, and/or Administrative Codes, which are incorporated in this Agreement. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City Rights, Management's discretion in the exercise of these rights shall not be diminished.

## **EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES**

### **Dues and Association-Sponsored Insurance Premium Deductions**

The City shall deduct from each Association member's paycheck regular and periodic Association dues and Association-sponsored insurance program premiums, and such Agency fees as required from non-member employees in Association classifications. Such deductions shall be made upon receipt by the City of a signed authorization card from the Association member. Deduction authorization cards shall be furnished by the Association.

The City will provide Agency Shop notice to newly hired employees and deduct such fees from those employee's paychecks in the pay period following a fourteen-day prior notice.

### **Indemnification**

The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deduction or transmittal of funds to the Association; except upon the intentional failure of the City to transmit to the Association funds deducted from the employees pursuant to this Article.

### **Use of City Facilities**

- A. The Association may distribute pamphlets, brochures, and membership cards on City premises only during non-working hours.
- B. The Association may, with the approval of the City Manager, hold meetings with its members on City property during non-working hours, provided:
  - 1. Request is made to the City Manager as to the specific location and dates of the meeting prior to such meeting. Requests shall state the purpose of the meeting and be accompanied by copies of the agenda, notices to members

and any other written communications regarding such meeting.

2. Such meetings shall not involve political campaigns or fund-raising events.
3. The City may charge a reasonable fee to offset the cost for the use of City facilities.

### **Bulletin Boards**

Space shall be made available to the Association on departmental bulletin boards provided such use does not interfere with the needs of the Department(s). The Association may use bulletin boards only for the following purposes:

- A. Notice of recreational, social, or other related events.
- B. Scheduling Association meetings.
- C. Information concerning Association elections and the results thereof.
- D. Reports of official Association business, including Association newsletters, reports of committees, and the Board of Directors of the Association.
- E. Any other written material which first has been approved and initialed by the Human Resources Manager, or designee. The Human Resources Manager, or designee, must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, from the receipt of the material and the request to post it. The Human Resources Manager, or designee, shall not unreasonably withhold permission to post.

### **Labor Management Committee**

The City agrees to work with the Association to establish a labor management committee to discuss issues of mutual concern as needed.

## **NO STRIKE - NO LOCKOUT**

### **Prohibited Conduct**

The Association, its officers, agents, representatives and/or members agree that they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in

the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance of law.

Any employee who participates in any conduct prohibited above may be subject to disciplinary action up to and including termination.

In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed in the "Association Responsibility" section of this article below in, the City may suspend any and all of the rights and privileges, accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to: suspension of recognition of the Association, grievance procedures, right of access, check-off, and the use of the City's bulletin boards and facilities.

### **Association Responsibility**

In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Association or its duly authorized representatives shall immediately instruct any employees engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and is unlawful, and they should immediately cease engaging in the prohibited conduct and return to work.

If the Association performs all of the responsibilities set forth above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement.

## **ARTICLE X – MOU CONTRACT PROVISIONS**

### **ENTIRE MEMORANDUM OF UNDERSTANDING**

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, or other provisions of the City, including oral or written, expressed or implied, between the parties. This Memorandum of Understanding shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Notwithstanding the provisions above, there exists within the City certain Human Resources Rules and Regulations, departmental rules and regulations and other items and conditions of employment. To the extent that this Agreement does not specifically contradict these Human Resources Rules and Regulations, departmental rules and regulations, and/or other items and conditions of employment, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this

Agreement and applicable State Law.

Except as specifically provided herein, no employee in the bargaining unit shall suffer any reduction in salary or economic benefits, such as health insurance and life insurance, sick leave or vacation, as a result of entering into this Agreement.

### **EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder or national emergency, or similar circumstances, the provisions of this Memorandum of Understanding or the City's Human Resources Rules and Regulations, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any City Human Resources Rules and policies.

### **SEVERABILITY**

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

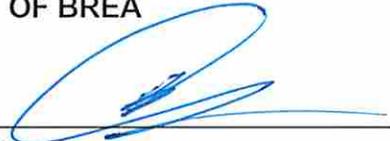
### **TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding shall commence on July 1, 2017, and shall continue in full force and effect through June 30, 2018.

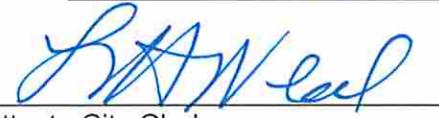
**RATIFICATION AND EXECUTION**

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of the City of Brea. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 11th day of July, 2017.

**CITY OF BREA**

  
\_\_\_\_\_  
Mayor

Dated: 7-12-17

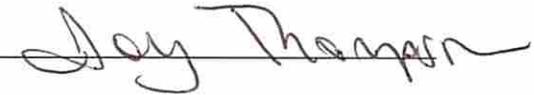
  
\_\_\_\_\_  
Attest: City Clerk

Dated: 7/12/17

**BREA CITY EMPLOYEES' ASSOCIATION**

By:   
\_\_\_\_\_

Dated: 7-10-17

By:   
\_\_\_\_\_

Dated: 7-11-17

By:   
\_\_\_\_\_

Dated: 7-11-17



# **EXHIBIT A**

## List of Represented Classifications

# EXHIBIT A

## **Brea City Employees' Association**

### **List of Represented Classifications**

Accountant I  
Accounting Technician I  
Accounting Technician II  
Administrative Clerk I  
Administrative Clerk II  
Assistant Engineer  
Assistant Planner  
Assistant to the City Clerk  
Building Inspector  
Building Maintenance Technician  
Business Outreach Specialist  
City Clerk Specialist  
Code Enforcement Officer  
Community Development Specialist  
Duplicating Technician I  
Duplicating Technician II  
Economic Development Analyst I  
Engineering Technician I  
Engineering Technician II  
Environmental Services Inspector  
Fire Prevention Specialist I  
Fire Prevention Specialist II  
Heavy Equipment Mechanic I  
Heavy Equipment Mechanic II  
Help Desk Technician  
Housing Rehabilitation Specialist  
Landscape Maintenance Contract Administrator

Maintenance Services Crew Leader  
Maintenance Services Worker I  
Maintenance Services Worker II  
Media Services Specialist I  
Permit Technician  
Planning Technician  
Police Community Outreach Coordinator  
Police Records Clerk  
Police Records Technician  
Public Works Inspector I  
Public Works Inspector II  
Reprographic Specialist  
Secretary  
Senior City Clerk Specialist  
Senior Fire Prevention Specialist  
Senior Police Records Technician  
Street Sweeper Operator  
Water Distribution Crew Leader  
Water Distribution Operator I  
Water Distribution Operator II

# **EXHIBIT B**

Salary Tables  
Effective July 1, 2017 – June 30, 2018

## EXHIBIT B

### Salary Tables Effective 07/01/2017- 06/30/2018

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
ACCOUNTANT I	\$5,471.65	7,005.06
ACCOUNTING TECHNICIAN I	3,400.00	4,352.83
ACCOUNTING TECHNICIAN II	3,740.16	4,788.33
ADMINISTRATIVE CLERK I	3,080.80	3,944.18
ADMINISTRATIVE CLERK II	3,387.58	4,336.94
ASSISTANT ENGINEER	5,879.49	7,527.20
ASSISTANT PLANNER	5,144.76	6,586.56
ASSISTANT TO THE CITY CLERK	3,802.09	4,867.62
BUILDING INSPECTOR	5,169.78	6,618.58
BUILDING MAINTENANCE TECHNICIAN	4,468.36	5,720.60
BUSINESS OUTREACH SPECIALIST	4,039.16	5,171.12
CITY CLERK SPECIALIST	3,387.58	4,336.94
CODE ENFORCEMENT OFFICER	5,169.78	6,618.58
COMMUNITY DEVELOPMENT SPECIALIST	3,933.52	5,035.88
DUPLICATING TECHNICIAN I	3,115.10	3,988.09
DUPLICATING TECHNICIAN II	3,892.05	4,982.78
ECONOMIC DEVELOPMENT ANALYST I	5,433.88	6,956.70
ENGINEERING TECHNICIAN I	3,882.80	4,970.93
ENGINEERING TECHNICIAN II	4,660.79	5,966.95
ENVIRONMENTAL SERVICES INSPECTOR	5,298.91	6,783.91

<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
FIRE PREVENTION SPECIALIST I	\$4,527.03	5,795.71
FIRE PREVENTION SPECIALIST II	5,146.83	6,589.21
HEAVY EQUIPMENT MECHANIC I	4,138.61	5,298.43
HEAVY EQUIPMENT MECHANIC II	4,553.21	5,829.22
HELP DESK TECHNICIAN	4,441.26	5,685.91
HOUSING REHABILITATION SPECIALIST	4,919.01	6,297.54
LANDSCAPE MAINTENANCE CONTRACT ADMINISTRATOR	4,296.97	6,307.73
MAINTENANCE SERVICES CREW LEADER	4,691.49	6,006.26
MAINTENANCE SERVICES WORKER I	3,761.46	4,815.59
MAINTENANCE SERVICES WORKER II	3,949.70	5,056.59
MEDIA SERVICES SPECIALIST I	4,489.29	5,747.40
PERMIT TECHNICIAN	3,938.20	5,041.86
PLANNING TECHNICIAN	3,972.09	5,085.25
POLICE COMMUNITY OUTREACH COORDINATOR	4,601.53	5,891.10
POLICE RECORDS CLERK	3,620.47	4,635.09
POLICE RECORDS TECHNICIAN	3,802.09	4,867.62
PUBLIC WORKS INSPECTOR I	4,387.92	5,617.62
PUBLIC WORKS INSPECTOR II	5,169.78	6,618.58
REPROGRAPHICS SPECIALIST	4,660.79	5,966.95
SECRETARY	3,745.60	4,795.29
SENIOR CITY CLERK SPECIALIST	3,802.09	4,867.62
SENIOR FIRE PREVENTION SPECIALIST	5,661.51	7,248.13

<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
SENIOR POLICE RECORDS TECHNICIAN	\$4,180.92	5,352.61
STREET SWEEPER OPERATOR	4,236.57	5,423.86
WATER DISTRIBUTION CREW LEADER	5,485.92	7,023.32
WATER DISTRIBUTION OPERATOR I	4,147.38	5,309.66
WATER DISTRIBUTION OPERATOR II	4,424.11	5,663.95

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