

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EL CAJON

AND

EL CAJON MUNICIPAL EMPLOYEES' ASSOCIATION

2019-2023



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AND
MUNICIPAL EMPLOYEES' ASSOCIATION
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ARTICLE 1 - INTENT

(EMPLOYER-EMPLOYEE RELATIONS PROCEDURE, SECTION 2, MMBA)

Pursuant to the provisions of the Meyers-Milias-Brown Act and the Employer Employee Relations Procedure of the City of El Cajon, this Memorandum of Understanding, hereinafter referred to as a "MOU," is entered into by the City of El Cajon, hereinafter referred to as the "City," and the El Cajon Municipal Employees' Association, hereinafter referred to as the "ECMEA", to be in effect through June 30, 2023.

The purpose of this MOU is to provide orderly procedures for the administration of employer-employee relations between the City and the ECMEA for the establishment of fair and reasonable wages, hours and other conditions of employment for EMPLOYEES of the City and for the peaceful and equitable resolution of disputes arising thereof.

This MOU has been reached through the process of "Meet and Confer" with the objective of fostering effective cooperation between the City and its EMPLOYEES.

ARTICLE 2 - RECOGNITION

The ECMEA is recognized as the majority representative for EMPLOYEES in the classifications listed below, excluding EMPLOYEES designated as confidential, and hereinafter referred to as "EMPLOYEE(S)":

Accounting Technician	Multi-Media Technician
Administrative Secretary (<i>excluding Administrative Secretary in the City Manager's Office and Human Resources Department</i>)	Plans Examiner
Animal Care Attendant	Police Dispatcher
Animal Control Officer	Police Records Specialist
Assistant Building and Fire Safety Inspector	Police Records Supervisor
Assistant Planner	Police Services Officer I/II
Assistant Recreation Services Supervisor	Property Clerk
Associate Planner	Public Safety Communications Operator
Building & Fire Safety Inspector	Public Works Crew Leader
Code Compliance Officer	Public Works Equipment Operator
Crime Analyst	Public Works Inspector
Customer Service Representative	Public Works Maintenance Worker I/II
Deputy Fire Marshal	Recreation Services Supervisor
Engineering Technician	Secretary
Equipment Mechanic	Secretary to the Chief of Police
Facilities Technician	Senior Building Inspector
Forensic Evidence Technician	Senior Buyer
Geographic Information Systems Technician	Senior Engineering Technician
Information Technologies Technician	Senior Public Works Maintenance Worker
Junior Planner	Supervising Building and Fire Safety Inspector
Lead Equipment Mechanic	Supervising Engineering Technician
Lead Facilities Technician	Supervising Police Dispatcher
	Utility Worker

ARTICLE 3 - COMPENSATION

SECTION A. Salary Adjustment

Cost of Living Adjustments:

Effective June 16, 2019: 2.5% salary increase to all represented classifications

Reflected on the first paycheck in July 2020: 2.5% salary increase to all represented classifications

Reflected on the first paycheck in July 2021: 2.5% salary increase to all represented classifications

Reflected on the first paycheck in July 2022: 2.5% salary increase to all represented classifications

Market Adjustments:

Effective June 16, 2019, the following classifications will receive a 5% market adjustment

Public Safety Communications Operator, Police Dispatcher, and Supervising Police Dispatcher.

The new salary ranges for represented classifications are set forth in Attachment 'A' to the MOU.

SECTION B. Salary Survey Benchmark Classifications

The following Classifications are agreed upon survey benchmark classifications.

Accounting Technician
Administrative Secretary
Assistant Planner
Building and Fire Safety Inspector
Buyer
Engineering Technician
Equipment Mechanic
Facilities Technician
Information Technologies Technician
Police Dispatcher
Police Services Officer I
Public Workers Maintenance Worker II
Public Works Equipment Operator
Recreation Services Supervisor
Secretary

SECTION C. Progression for Merit Step Increases

The five-step, three and one-half year, twelve month probation compensation plan is implemented as follows:

Salary Review:

STEP	A	B	C	D	E
Salary Review Periods	Hire step	After 6 months	After 1 year	After 1 year	After 1 year

Probation Review: After 1 year of service: normally mid-point between Step B and Step C.

Advancement to Step B or B “prime” is an incentive adjustment to encourage EMPLOYEES to improve their work. EMPLOYEES shall be made eligible for this adjustment if they were appointed to Step A or A “prime” and if they have completed six months satisfactory service in Step A or A “prime.”

Steps C, D and E are provided for EMPLOYEES who are fully qualified, experienced and ordinarily conscientious in their work, therefore; upon completion of at least one year of service in step B, C, or D, an EMPLOYEE may be advanced to the next highest step.

SECTION D. Application of the Compensation Schedule

The salary range as set forth for each classification shall be applied in accordance with the following:

1. New Appointments

The minimum step for the class shall generally apply to EMPLOYEES upon original appointment. When circumstances warrant it, however, an original appointment or reinstatement may be made at a step other than the minimum. However, all regular EMPLOYEES in the class who are being paid at a step lower than that prescribed for a new appointment may have their compensation raised to equal that being prescribed for a new appointment. The City Manager will decide each case based in part on the experience and training of each EMPLOYEE involved and according to the needs of the City.

2. Advancement Provisions

No salary adjustment shall be made so as to exceed any maximum step established in the salary range for the class to which the advanced EMPLOYEE'S position is allocated. Advancement shall not be automatic, but shall depend upon increased service value of EMPLOYEES to the City as exemplified by the recommendations of their department director, length of service, performance record, special training undertaken, or other pertinent evidence within the advancement policy established by the compensation schedule. The advancement of an EMPLOYEE is one in which actual merit and not time alone governs. EMPLOYEES shall be recommended for step increases only when they clearly deserve advancement as indicated by at least a competent rating on their last performance evaluation, and not simply according to the lapse of a time period. Department directors shall attempt to ensure timely return of performance reports to the Human Resources Department.

SECTION E. Step Y

Step Y of the salary range in any class is defined as any rate of pay in excess of the maximum step prescribed for a class. EMPLOYEES at the Y step shall retain the same rate of pay they were receiving immediately prior to being assigned to the Y step. EMPLOYEES may be assigned to step Y if they are reclassified from a class or position in which they acquired regular status to a class or position with a lower salary maximum than their present position, or they may have their salary reduced, whichever, in the opinion of the City Manager, meets the needs of the City. EMPLOYEES with regular status may appeal a salary reduction to the Personnel Commission.

SECTION F. Promotion to Another Class

Upon promotion, EMPLOYEES shall receive a five per cent increase in pay, subject to the following conditions: the position held by the EMPLOYEE immediately prior to the promotion must have been held under a regular or probationary appointment. EMPLOYEES shall be paid at a rate which is at least as high as they would receive if they were entering the classified service in the class to which they are promoted. No EMPLOYEES who are receiving compensation at the Y step immediately prior to promotion shall have their salary reduced by reason of such promotion.

SECTION G. Pay Increases Other Than Advancement and Promotion

The provision governing the granting of pay increases specified in Article 3, Section D.2. shall apply to all pay increases as well as advancements.

SECTION H. Transfer to Assignment Within the Classification

When a transfer of assignment is made within a given classification, there shall be no salary increase or decrease because of such transfer.

SECTION I. Voluntary Demotion

An EMPLOYEE may request a voluntary demotion to any position in the City for which they are qualified, including positions represented by other employee associations. Any EMPLOYEE not represented by ECMEA, may similarly demote to a position covered by this MOU for which they are qualified, subject to approval of the City Manager. Such a voluntary demotion shall require the recommendation of the EMPLOYEE'S department director and the approval of the City Manager. An EMPLOYEE taking such a voluntary demotion shall be placed in the appropriate salary range of the classification to which the EMPLOYEE is taking the voluntary demotion. Voluntary demotions shall not result in salary increases.

SECTION J. Inequitable Compensation

If the application of the provisions of this section results in compensating EMPLOYEES at an inequitably low rate compared to other EMPLOYEES in the same class or within a similar classification, the City Manager may raise such salary to the step deemed most equitable. Such action shall not be contrary to the general intent and spirit of this Article. If a disagreement arises between a petitioning party and the City Manager as to whether an inequity exists or not, the petitioning party may use the normal appeal and/or grievance channels made available by these Articles.

SECTION K. Paydays/Early Paychecks

1. Paydays

The City's regular payday shall be every other Friday. City will make all reasonable efforts to deliver paychecks by 11:00 a.m. on paydays. In no event shall paychecks be delivered later than 11:00 a.m. of the Friday payday except due to an emergency beyond the control of the City. In the event of unforeseeable delays, delivery of paychecks will be made as expeditiously as possible.

2. Early Paychecks

The City will attempt to deliver the bi-weekly paychecks by the end of an EMPLOYEE'S shift when the EMPLOYEE works a shift ending after 5:00 p.m. on the Thursday preceding the normal Friday payday.

SECTION L. Workday/Workweek Hours and Work Schedule

The City maintains a 9/80 work schedule for most City departments. City Hall's regular hours will be Monday through Thursday, 7:30 a.m. to 5:30 p.m., alternate ("non-dark") Fridays, 8:00 a.m. to 5:00 p.m., and City Hall is closed to the public (i.e. "dark") on alternate Fridays. The bi-weekly pay period is normally eighty (80) hours.

At the discretion of the department director and based on the operational needs of the City, some employees may be required to work *every* Friday. In this case, the employees will be assigned other days off (e.g., Mondays) in alternate weeks. At the discretion of the department director and based on the operational needs of the City, some employees may be required to work times (i.e., hours) other than those described above for City Hall (e.g., Public Works Yard, Recreation Centers and Fleet Shop).

The City shall pay the scheduled work shift for all holidays that fall on the EMPLOYEES regularly scheduled work Shift an EMPLOYEE working the 9/80 schedule whose day off falls on an observed City holiday (e.g., Friday holiday) will accrue nine hours of vacation leave.

1. Workday

a. Miscellaneous EMPLOYEES

The workday normally shall consist of ten (10) consecutive hours, interrupted by two (2) fifteen minute rest breaks and a one (1) hour lunch break. The lunch break is considered the EMPLOYEE'S own time. Some departments schedule a nine and one-half (9-1/2) consecutive hour workday in which case the lunch break would be thirty minutes with two (2) fifteen minute breaks. The lunch break is considered the EMPLOYEE'S own time.

Recreation EMPLOYEES have a workday which consists of eight (8) consecutive hours interrupted by two (2) fifteen minute breaks.

b. Non-sworn Police Assignments

The workday normally shall consist of nine and one-half (9-1/2) consecutive hours, interrupted by two (2) fifteen minute rest breaks and a thirty minute lunch break. The lunch break is considered the EMPLOYEE'S own time.

2. Where mutually agreeable to the department director and employee, the City Manager may authorize a regularly scheduled reduced work week for individual regular, full time employees. Such employee must work at least 20 hours per week. Salary, cafeteria allowance, holiday pay, sick leave, and vacation shall be pro-rated based on actual hours worked. Overtime shall be paid in accordance with Article 4 - Premium Pay, Section A "Overtime."

3. The City will continue to schedule EMPLOYEES in order to meet the needs of the citizens for services. Temperature and seasonal changes may require that EMPLOYEES' schedules be adjusted in the interest of health and safety.

EMPLOYEES may be required to change or adjust shifts with 48 hours' notice due to special assignments or health and safety issues. Shifts shall not be altered to avoid the payment of overtime.

Modified work schedules on a limited basis may occur if mutually agreeable to the EMPLOYEE and City management to accommodate EMPLOYEE needs or assist in provision of City services.

SECTION M. Call-in Procedures

Departments may establish reasonable call-in procedures for EMPLOYEES to report their absence or delayed attendance at work. No call-in procedure shall require that an EMPLOYEE call in earlier than one hour prior to the EMPLOYEE'S scheduled start time. A voicemail box shall be available in the operating department for such calls where an EMPLOYEE'S supervisor is not available or on duty during the time the EMPLOYEE must call in.

ARTICLE 4 - PREMIUM PAY

SECTION A. Overtime

1. General

Overtime worked beyond forty (40) hours per seven-day work period shall be at the rate of time and one-half and shall be paid in either cash or compensatory time off for classifications represented by the ECMEA. All paid leaves, i.e., holiday pay, sick or vacation leaves, shall be considered hours worked. The overtime service must be for work definitely ordered or approved by the City Manager or designee.

The smallest unit of time worked to be credited as overtime shall be as set forth in the Fair Labor Standards Act (FLSA) as amended.

2. Overtime Rate

Overtime shall be computed at the rate of one and a half times the EMPLOYEE'S normal hourly compensation.

3. Compensatory Time

EMPLOYEES covered by this MOU shall be paid for overtime in either cash or compensatory time off at a time and one-half rate at the EMPLOYEE'S option. Employees shall only accumulate up to 48 hours compensatory time off. After 10 years of continuous uninterrupted service with the City of El Cajon, the accrual cap will increase to 80 hours of compensatory time off.

SECTION B. Scheduled Overtime

1. Overtime shall be considered "scheduled" if the employee receives notice at least 48 hours in advance.
2. If the overtime is scheduled within the same day as a regular shift and there is at least one hour break between the overtime and regular shift, one half hour of travel time before and one half hour after the actual hours worked will be paid at the overtime rate.
3. If the scheduled overtime does not occur within the same day as a regular shift, no travel time shall be paid.

SECTION C. Holdover Overtime

1. "Holdover" overtime shall be considered as more than a quarter of an hour worked at the end of a regular shift with less than one hour break in between. All holdover overtime shall be paid at the time and one-half rate in ten minute increments.
2. No travel time shall be paid.

SECTION D. Call-out Overtime

1. "Call-out" overtime shall be considered overtime for which the employee did not have at least 48 hours advance notice.
2. Call-out compensation for represented classifications, other than those Street and Sanitation Division, Public Works Department classes assigned to Standby, shall be paid at the time and one-half rate including one-half hour travel time before and one-half hour travel time after the actual work assignment begins and ends.
3. In those instances where the call-out continues into the regularly scheduled shift, only the half hour prior to the call-out will be credited.
4. EMPLOYEES called back to work, outside their normal work shift hours, shall be paid a minimum of two (2) hours at the EMPLOYEE'S overtime rate for such call-out.

SECTION E. Standby Time

1. Standby time shall be compensated at the rate of eight (8) hours of vacation in-lieu for the week of assignment. For each holiday occurring during the assigned week, Saturdays and Sundays excluded, an additional four (4) hours of vacation in-lieu shall be credited to the EMPLOYEE.
2. For those EMPLOYEES in the Street and Sanitation Division of the Public Works Department assigned standby duties, sixteen (16) hours vacation for each seven-day week to which they are assigned standby duties shall be credited to their vacation balance. If a holiday occurs during the assigned week, four (4) additional hours of vacation will be credited to the EMPLOYEE'S vacation balance.
3. EMPLOYEES who have been designated as "standby" staff and who are required to respond to work outside of their regular shift, shall be compensated at the overtime rate for hours actually worked.
4. No travel time shall be compensated.
5. No minimum overtime applies.

SECTION F. Temporary Upgrade

1. If an EMPLOYEE is temporarily assigned a higher position by his/her supervisor and it is approved by the City Manager, then the EMPLOYEE shall be granted a temporary advancement equivalent to the greater of 5% or "A" Step of the range to which the EMPLOYEE would be in if promoted to the position. This pay shall be for the period in excess of 80 cumulative hours per calendar year during which an EMPLOYEE is required to perform the duties of the higher position.

At the conclusion of such assignment, the EMPLOYEE'S salary shall be reduced to the normal rate prescribed for the EMPLOYEE'S classification. Acting status which exceeds six months requires additional City Manager approval.

2. Public Safety Communications Operators working as Police Dispatchers for at least four (4) continuous hours in a single shift shall receive a 10% differential for all time worked over four hours as a Police Dispatcher during that shift. Public Safety Communications Operators working as Dispatchers for an entire shift shall receive a 10% differential from the first hour.
3. A Police Dispatcher temporarily assigned by his/her supervisor to work as a Supervising Police Dispatcher shall be granted a temporary salary increase equivalent to the greater of 5% or "A" Step for the Supervising Police Dispatcher classification. This temporary salary increase shall apply only to the period in excess of 80 cumulative hours per calendar year during which the Police Dispatcher is required to perform the duties of a Supervising Police Dispatcher. The 80 hour threshold may only be met with hours worked as a

Supervising Police Dispatcher for a full shift or an 8 hour payback shift. Short-term assignments of less than a full shift or an 8 hour payback shift are not counted toward the 80 hour threshold and are not eligible for the temporary upgrade pay after the 80 hour threshold is met.

SECTION G. Shift Differential - Special Assignment

Special Assignments are defined as assignments in which the EMPLOYEE works on a schedule that is other than his/her regular daily schedule and where all or the greatest portion of his/her temporary daily shift occurs outside his/her regular daily shift schedule.

EMPLOYEES designated for Special Assignments shall receive additional compensation of one range or approximately 2.5% for the days during which they work on the Special Assignment. This additional compensation shall be called shift differential, and only the following classifications are eligible for this pay: Secretary, Engineering Technician, Senior Engineering Technician and Public Works Inspector.

SECTION H. Bilingual Pay

The City Manager or his/her designee may designate positions within the City as bilingual positions. EMPLOYEES who apply for a bilingual position, or a bilingual designation to their existing position, may be selected at the discretion of the City Manager or his/her designee if the EMPLOYEE has at least a satisfactory rating on his or her most recent performance report and is certified by a language professional designated by the City as having suitable skills to provide translation service. The EMPLOYEE will be compensated \$120 per month and may resign or be relieved of this duty if the EMPLOYEE or department needs require.

SECTION I. Court Time (Job related subpoena)

Following is the overtime procedure when an eligible EMPLOYEE is required to appear before a judicial, legislative or administrative entity with the power of subpoena for reasons arising out of their employment with the City:

a. El Cajon Municipal Court

In addition to thirty (30) minutes travel and preparation time, EMPLOYEE shall receive a minimum of two (2) hours pay, at the normal overtime rate, when they are responding to subpoenas outside of their normal work day or work week.

b. Superior Court or other judicial, legislative or administrative entity with the power of subpoena located in downtown San Diego.

In addition to one (1) hour of travel and preparation time, EMPLOYEES shall receive a minimum of two (2) hours pay, at the overtime rate, when they are responding to subpoenas.

In those instances where the court appearance is continued into the regularly scheduled shift, the EMPLOYEE shall only be paid court pay for that period prior to start of said shift including travel time of one-half hour. The same applies to the court appearances that extend beyond a regular shift.

SECTION J. Sweeper Operator Night Shift Pay

While assigned to duties as a night shift sweeper operator outside Public Works' regularly scheduled daytime working hours, Equipment Operators so designated by the department shall receive 5% above their base compensation.

SECTION K. Pest Control Advisor Pay

A Senior Public Works Maintenance Worker, while assigned the responsibility by the department for serving as a Pest Control Advisor and who possesses the appropriate licensed certification, is eligible for 5% additional compensation.

SECTION L. Notary Public Pay

The City Manager or his/her designee may designate positions within the City as Notary Publics. Employees who apply for Notary Public may be selected at the discretion of the City Manager or his/her designee if the EMPLOYEE has at least a satisfactory rating on their last performance evaluation and possess the State of California Notary Public Credential. The City shall pay \$75/month and the cost to bond employees so designated.

Employees shall perform notary services only under the direction of their department director.

SECTION M. HVAC Certification Pay

All Facilities Technicians who possess the Universal Refrigerant Transition and Recovery Certification shall be eligible for 5% additional compensation.

SECTION N. Training Officer Incentive Pay

Employees in the classification of Police Dispatcher who are approved Dispatcher Training Officers (DTOs), and serve a minimum of three (3) scheduled work shifts in a calendar month in this capacity, shall be eligible for an incentive pay of \$100 per month while serving in this capacity.

ARTICLE 5 - PERQUISITES

SECTION A. Uniform Allowance

1. Non-sworn Police/Fire EMPLOYEES

- a. The annual uniform allowance for EMPLOYEES in the following classifications shall be \$400:

Animal Control Officer	Police Dispatcher
Deputy Fire Marshal	Public Safety Communications Operator
Police Services Officer	Supervising Police Dispatcher

The full uniform allowance will be paid to EMPLOYEES who have served in a uniformed assignment for three months or more at the time of the distribution of the allowance provided the EMPLOYEE is still in the assignment at the time of distribution. EMPLOYEES who are serving in a uniformed assignment for three months or less shall receive one-half of the uniform allowance.

Uniforms shall be set by the appropriate department.

- b. Uniform shirts, baseball-type hats and jackets will be provided and laundered for Public Works Maintenance Workers (includes Public Works Equipment Operators). The shirts will be required to be worn on duty. Department will issue replacement apparel upon submittal of damaged apparel if apparel was damaged in the course of City-assigned duties.
- c. Annual uniform allowance of \$75 shall be provided to full and three-quarter time Recreation Services employees (Recreation Services Supervisor and Assistant Recreation Services Supervisor) to purchase staff shirts which will be worn at least 2-3 days per week. The City will also reimburse

for the initial purchase of a windbreaker or sweatshirt as approved by the Director of Recreation as to style, color, etc.

Animal Care Attendants are not required to wear uniforms, therefore, they are not eligible for uniform allowance. However, they shall be provided protective covering and adequate foot/shoe protection while on duty.

The City agrees to provide and maintain a jump suit or coverall type work uniform for each Animal Care Attendant to wear when necessary to protect personal clothing.

d. Garage EMPLOYEES

The City agrees to provide and launder blue uniforms (shirts and trousers) for Equipment Mechanics and Lead Equipment Mechanic.

SECTION B. Tool Allowance

Equipment Mechanics will be required to furnish their own tools which will be in accordance with the Fundamental Tool Inventory List. As a result of this procedure, the City will compensate each regular Equipment Mechanic and Lead Equipment Mechanic \$200.00 per year for tool replacement or procurement. The allowance will be paid during the month of July.

SECTION C. Boot Allowance

The City agrees to pay each regular employee in the following maintenance classifications \$110 biennially for safety boots: Facilities Technician, Equipment Mechanic, Lead Equipment Mechanic, Public Works Maintenance Worker I/II, Senior Public Works Maintenance Worker, Public Works Equipment Operator and Public Works Crew Leader. The safety boots shall be worn during all work hours.

SECTION D. Travel Reimbursement

1. Mileage

The travel reimbursement allowance will be the rate established by the IRS at the time of reimbursement for those EMPLOYEES required to use their personal vehicles in the conduct of CITY business. Reimbursement shall be in accordance with the City's Administrative Policy.

2. Meals

If the City requires you to attend training within the County of San Diego for the full work shift away from your normal work location, you will be compensated for lunch in accordance with the City's Travel Administrative Policy.

SECTION E. Tuition and Book Reimbursement

1. Qualifications

Tuition and the cost of books actually paid will be refunded to all regular City EMPLOYEES for professional and technical courses taken in accredited educational institutions provided that:

- a. The EMPLOYEE has at least a satisfactory rating on the most recent performance report.

- b. The subject matter of the course relates directly to and contributes toward the performance of the EMPLOYEE'S position with the City or advancement in the job series.
- c. Before receiving reimbursement, the EMPLOYEE shall furnish evidence that he/she has completed the course with a grade of "C" or better in undergraduate work, and a grade of "B" or better in graduate work, except where an average grade of "C" is acceptable for graduation by the educational institution.
- d. Job-related courses, seminars or classes will be eligible for reimbursement if proof of attendance and payment is submitted. These courses require department director approval of time off and subject matter and shall be submitted to the Director of Human Resources for review and encumbrance of funds.
- e. City may allow employees to attend classes during work hours for workshops which are specific to employee's current job responsibilities. Employees must obtain his/her supervisor's approval. Semester/quarter courses are not within the meaning of the term workshop.

2. Maximum Reimbursement

The maximum reimbursement for any course or courses shall be \$750 per individual per fiscal year.

3. Administration

The responsibility for administering this plan is placed with the Department of Finance in collaboration with the department appointing authority.

SECTION F. Deferred Compensation

- 1. The City agrees to continue to provide an Internal Revenue Code Section 457 deferred compensation plan.
- 2. The City Manager is designated as the Plan Administrator. He/she may appoint a Deputy Plan Administrator.
- 3. The City shall monitor, administer and account for all funds distributed as deferred compensation, and shall charge no fees of any kind to the EMPLOYEES or against funds deposited on behalf of the EMPLOYEES.
- 4. When a participant in the Plan becomes eligible to collect all accumulated funds deferred on the EMPLOYEE'S behalf, the City shall disburse funds according to the EMPLOYEE'S participation agreement.

SECTION G. State Disability Insurance (SDI) Integration

All EMPLOYEES represented by the ECMEA became eligible to receive benefits under the State Disability Insurance (SDI) Program commencing May 1, 1982 at their own expense. EMPLOYEE wages will be integrated with SDI benefit payments and eligible leave balances. The portion of the EMPLOYEE'S regular salary that is not paid by SDI will be charged against eligible leave balances. The total amount of the benefits combined shall not exceed 100% of the EMPLOYEE'S regular salary.

SECTION H. Reimbursement of Expenses in Obtaining Required Licenses and Permits

The City shall reimburse EMPLOYEES for fees and expenses related to obtaining certificates, permits and/or licenses required by and related to their job assignments or by special departmental designation with City Manager approval.

Usually, these are required after a class specification is changed or in the event the City deems such certificates or licenses as job related and not primarily for the EMPLOYEE'S own use.

Fees for permits or licenses that are required as a qualification for a job are not reimbursable. Generally, renewal fees for all classes of driver's license are specifically excluded from coverage under this provision. However, the City will cover the costs of the physical examination required for Class A and B driver's licenses (or the equivalent title) when such a license is required by the EMPLOYEE'S position classification and the physical examination is performed by the City's industrial medical provider.

Renewals for selected certificates such as Pesticide Applicator's licenses, notary public, fire extinguisher certification, Advanced Life Saving, and Water Safety Instructor are compensable under this provision.

Fees should be budgeted departmentally. However, any claims not budgeted shall be submitted by the EMPLOYEE through the department director to the Director of Human Resources for disposition. The claim for reimbursement shall include a statement indicating the reason a license or permit is required and receipts for all costs incurred must be attached. The department director shall make a recommendation to approve or deny the claim.

SECTION I. Repair or Replacement of Employee's Clothing or Other Personal Articles

1. Purpose

The purpose of this policy is to provide for the repair or replacement of articles of clothing or other personal articles damaged on the job and to provide a uniform procedure for submitting claims.

2. Intent

It is the City's intent to make reimbursement only in those cases where the damage occurs in the line of duty without fault or negligence on the part of the EMPLOYEE. Only those claims which arise out of the course of employment will be honored, and not those which arise out of situations which can normally be expected either on or off the job. Repair rather than replacement of articles will be given first consideration where such repair is considered suitable. Replacement costs will be based on the condition and age of the article prior to damage. The pro-rated replacement amount will be based on the cost of replacing the article at the time the damage occurred. Any garment or article replaced will be required to be surrendered at the time of replacement.

3. Submission of Claims

All claims for reimbursement shall be submitted by the EMPLOYEE through the department director to the Purchasing Division for disposition of the claim. Information in this claim shall include a summary statement of the circumstances surrounding the loss or damage; the date, time and place where the loss or damage occurred; the names of witnesses; and/or any other pertinent information which will document or justify the claim. Before forwarding any claim to the Purchasing Division, the department director shall certify that the appropriate investigation of the incident has been made and that, to the best of his/her knowledge, the claim information is complete and correct.

4. Approval of Claims

The City Manager shall administer this policy and shall be the final authority in deciding all claims made under this policy.

SECTION J. Telecommuting

The CITY agrees, upon the request of an EMPLOYEE, to conduct a study of the feasibility of telecommuting as a response to Transportation Demand Management. If such plan is determined to be feasible, the CITY may implement the plan. The costs of equipment, time keeping, travel, insurance and other accommodations required by the CITY to meet safety and other considerations shall be borne by the EMPLOYEE. The telecommuting plan may be terminated by the CITY at any time with 30 days' notice to the EMPLOYEE.

SECTION K. Typing Certificates

The CITY proposes that typing certificates submitted by current CITY employees will remain valid for two years following the expiration of the eligible list for which the certificate was submitted.

ARTICLE 6 - HEALTH AND WELFARE

SECTION A. Medical Insurance

The CITY agrees to continue the CalPERS' Health Benefits Program that was adopted on January 1, 1986. From the total allotted under the cafeteria benefit, the CITY agrees to pay to CalPERS the statutory minimum according to the Public Employees' Medical & Hospital Care Act (PEMHCA) toward the cost of any CalPERS' health plan which the EMPLOYEE chooses, if any. This shall be the amount contributed on behalf of retirees as well. The EMPLOYEE agrees to be liable for the difference between the total cost of the health plan chosen and the CITY'S contribution of the statutory minimum according to PEMHCA. This benefit shall be part of the Section 125 cafeteria plan.

SECTION B. Dental Insurance

The CITY agrees to offer the EMPLOYEES a choice of at least two (2) dental plan options. This benefit shall be an option within of the Section 125 cafeteria plan.

SECTION C. Life and Accidental Death & Dismemberment Insurance

The CITY provides life insurance and accidental death & dismemberment (AD&D) insurance. The amount of the CITY-paid life insurance and AD&D is \$25,000. The CITY continues to make available additional term life insurance for EMPLOYEES, spouse and children, but such insurance will not be part of the Section 125 cafeteria plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

SECTION D. Cafeteria Benefit Plan

The CITY offers an Internal Revenue Code Section 125 cafeteria plan ("PLAN") which coincides with the CalPERS' Health Benefits Program plan year. The PLAN contains provisions for employer contribution and EMPLOYEE flexible spending accounts. The PLAN, if practical, shall be written to provide for all allowable benefits. This MOU shall control which of those benefits are utilized and the dollar amount of any employer contribution.

Whereas the CITY will continue to make available State Disability Insurance and individual term life insurance, such insurance will not be part of the PLAN and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

The cafeteria benefit allowance will be paid monthly with the contribution amount set on a calendar year basis. The monthly cafeteria benefit allowance shall be as follows:

Effective January 1, 2020: \$1,200.00
Effective January 1, 2021: \$1,250.00
Effective January 1, 2022: \$1,300.00
Effective January 1, 2023: \$1,350.00

Each EMPLOYEE who elects coverage from a CalPERS' health plan shall have the statutory minimum according to PEMHCA) paid by the City to CalPERS (See Section A of this Article) for that benefit. This statutory minimum is the amount which is paid to CalPERS on behalf of retirees electing such insurance. An EMPLOYEE who elects not to be covered under a CalPERS' health plan may use the monthly cafeteria benefit allowance for other eligible benefits.

In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a "salary reduction" item; i.e., paid with before-tax dollars. If the allowance exceeds the total cost of benefits selected, the difference shall be paid to the EMPLOYEE as "cash in lieu" under the following stipulations.

Employees hired before July 1, 2019: Employees shall be entitled to receive the monthly cafeteria allowance difference that exceeds the total cost of benefits, up to \$1,150, as cash in lieu.

Employees hired on or after July 1, 2019

Are not eligible for any cash in lieu.

Limited Re-Opener on Affordable Care Act ("ACA") Compliance:

In the event any provision of Federal law would impose greater financial cost or penalties on the City, which is above and beyond the City's agreed upon contribution to an EMPLOYEE's cafeteria plan as described above, the parties agree to a limited meet and confer solely as to changes to the cafeteria plan that would be needed to avoid such additional cost or penalties. The City may require proof of coverage as a condition of receiving the City's full cafeteria contribution. If and when this becomes necessary, an employee who provides evidence of group medical insurance coverage (e.g., coverage under a spouse's employer's plan) that is compliant with the Affordable Care Act ("ACA") shall receive the full cafeteria benefit allowance cash in lieu in accordance with the stipulations stated above. **Employees hired before July 1, 2019**, who do not provide appropriate proof of coverage, or who provide proof of non-group coverage, or coverage that is otherwise not ACA compliant, shall receive the difference between the City's monthly cafeteria plan contribution and the lowest priced "Employee Only" coverage offered through the CalPERS' medical insurance plans.

SECTION E. Retirement System (CalPERS)

1. Retirement Formula and Final Compensation

The City of El Cajon entered into a contract with the California Public Employees' Retirement System, hereinafter referred to as CalPERS, effective January 1, 1959. The following benefits are in effect for unit members:

- a. EMPLOYEES who are considered "classic members" (i.e. not defined as "New Members" pursuant to the California Public Employees' Pension Reform Act of 2013 ("PEPRA")) shall receive:
 - A retirement formula of 3% at age 60
 - One-year highest compensation (Government Code section 20042)

- b. EMPLOYEES who qualify as “New Members” as that term is defined by the PEPRA shall have the benefits required by PEPRA, which include, but are not limited to:
- A retirement formula of 2% at age 62
 - Three-year final compensation (Government Code section 20037)

2. 1959 Survivor Benefit

The City’s CalPERS plan includes the fourth level of the 1959 Survivors' Benefit (Government Code section 21574).

3. Death Benefit

The City’s CalPERS plan provides a death benefit of \$5,000 (Government Code section 21623.5).

4. Military Service Credit

- a. The contract with CalPERS allows eligible EMPLOYEES to receive military service credit as outlined in Section 21024 of the Public Employees' Retirement Law.
- b. The contract with CalPERS has been further amended to provide that after October 1, 1977, any EMPLOYEE electing to receive military credit toward retirement shall pay the cost of the time credited.

5. Sick Leave Credit

The contract with CalPERS includes the ability of EMPLOYEES to convert unused sick leave to service credit at retirement as outlined in Section 20965 of the Public Employees' Retirement Law.

6. No City Paid EMPLOYEE Contribution

- a. Currently, EMPLOYEES who are “classic members” (see Article 6, Section F.1.a. above) pay the 8% EMPLOYEE’s share of the retirement cost.
- Any State mandated or other increases in the cost of the retirement system resulting from increases in the benefit level of the current plan are subject to future negotiations between the City and the ECMEA. Any such cost increases will not automatically be absorbed by the City as part of the fully paid plan.
- b. In 1999, the City agreed to adopt CalPERS Section 20636(c)(4) whereby the Employer Paid Member Contributions are reported to CalPERS as compensation. Employer Paid Member Contributions equal 0% during the term of this MOU.
- c. EMPLOYEES who qualify as “New Members” as that term is defined by the PEPRA (see Article 6, Section F.1.b. above) shall pay employee contributions equal to 50% of normal cost and the City will make no Employer Paid Member Contributions.

ARTICLE 7 - LEAVES - TIME OFF

SECTION A. Vacation

1. Earned Vacation

EMPLOYEES paid at a bi-weekly rate shall be credited with annual vacation with pay according to their number of years of continuous, uninterrupted, full-time service as follows:

2. Vacation Rate - Vacation shall be credited per the following schedule:

- a. 3.07 hours of vacation accrued and credited bi-weekly from the date of hire until completion of the 36th month;
- b. 4.60 hours of vacation accrued and credited bi-weekly following completion of the 36th month through the 108th month;
- c. 5.52 hours of vacation accrued and credited bi-weekly following completion of the 108th month through the 156th month;
- d. 6.14 hours of vacation accrued and credited bi-weekly following completion of the 156th month.

3. Vacation Credit Accumulation

In the event an EMPLOYEE who has served continuously for at least twelve months does not take all of the vacation to which entitled in a single year, the EMPLOYEE shall be allowed to accumulate the balance to be taken in a subsequent year.

a. Vacation Cap

1. EMPLOYEES may accumulate unused vacation up to, but not exceeding, 480 hours.
2. EMPLOYEES with ten (10) years of continuous uninterrupted service may accumulate unused vacation up to, but not exceeding, 560 hours.
3. Employees will not accrue vacation leave after the cap is reached, except if there is documented denial of the EMPLOYEE'S request for use of vacation within the preceding 12 months. The cap will be extended by the amount of leave denied for an additional one year from date of denial.
4. EMPLOYEES have the option of cash reimbursement for unused paid vacation at any time during employment provided the EMPLOYEE has a balance of at least 80 hours after cash out. The minimum amount to be cashed out will be 40 hours. EMPLOYEES must have taken 80 hours of vacation leave during the previous year (26 pay periods) to qualify for cash reimbursement.

b. Unused Vacation at Separation

EMPLOYEES who are separated from City employment, whether voluntarily or involuntarily, shall be paid all unused accumulated vacation.

4. Holidays Occurring During Vacation

Paid holidays immediately preceding, immediately following or wholly within the vacation period shall not be regarded as part of the annual vacation.

5. Vacation Schedules

Vacation schedules shall be arranged by the City Manager or designee with particular regard to the needs of the service, and so far as possible, with the wishes of the EMPLOYEE. Vacation time shall be with full pay for such time as the EMPLOYEE would have been paid if at work for the City for the same period of time. At the discretion of the City Manager, the EMPLOYEE'S vacation time may be divided if the needs of the service so require.

a. Commencement of Vacation

Vacation time may commence on any workday of the week and shall consist of consecutive working days, exclusive of any paid holidays under the terms of Article 7, Section A.4. above.

6. Vacation Requests

No vacation shall be granted to, or taken by, an EMPLOYEE without the consent of the EMPLOYEE'S department director. Requests for annual vacation shall be submitted in advance, on the prescribed form, signed by the EMPLOYEE and approved by the City Manager or designee.

7. Vacation Usage

Requests to take more than two times the annual vacation in any one year will not normally be considered. If extenuating circumstances exist, such requests must have the approval of the City Manager. Vacation may be used in increments of no less than one (1) hour.

All newly hired EMPLOYEEES shall be eligible for vacation immediately once they accrue a balance of leave time and otherwise satisfy the requirement to use vacation.

SECTION B. Holidays

1. The holidays of the City, except as otherwise provided by this Article, shall be:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admissions Day*	September 9 (float)
Columbus Day*	Second Monday in October (float)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
and every day proclaimed by City Council as a public holiday.	

*Two (2) floating holidays in lieu of celebrating Columbus Day and Admissions Day. City facilities shall remain open on both days.

Vacation shall accrue and be credited bi-weekly to compensate for the two floating holidays based on regularly scheduled work shift (permanent shift):

5-8 Schedules: 0.62 hours
4/10 Schedules: 0.77 hours

9/80 Schedules: 0.69 hours
3/12 Schedules: 0.92 hours

2. Holidays Falling on Regular Days Off

a. EMPLOYEES with Saturday and Sunday Off

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the previous Friday shall be observed as the holiday.

b. EMPLOYEES with Other Than Saturday and Sunday Off

When a holiday falls on a Saturday, the holiday shift hours shall be added to the EMPLOYEE'S vacation balance in lieu of the holiday. When the holiday falls on a day other than Saturday, and such day is the EMPLOYEES' normal day off, they shall receive the holiday shift hours as a vacation accrual to their balance in addition to their normal day off.

3. EMPLOYEES Required to Work on a Holiday

EMPLOYEES required to work on a holiday shall be granted overtime pay in addition to any other time which may be granted under this section. (Overtime pay is paid at the rate of time and one-half.)

4. Vacation In Lieu of Holidays

Certain designated classes assigned shift work shall receive, in addition to the vacation specified in Article 7, Section A.2., one hundred forty-four (144) hours of vacation in lieu of holidays. These classes are:

Animal Control Officer
Police Dispatcher
Police Services Officer
Public Safety Communications Operator
Supervising Police Dispatcher

In addition, classes covered under this section shall receive an additional in lieu of shift hours for any one-time holiday proclaimed by the President of the United States or the Governor of the State of California and granted by the City Council to all City EMPLOYEES. Leave granted under this section shall be taken in accordance with Article 7, Section A and used within twelve months from the date accrued.

5. Holiday Time Off

a. During the term of this MOU, all covered employees recognize that the City intends to close City Hall, the City's Public Works Yard, and the City's Fleet Shop for the work days between the observed Christmas holiday and the observed New Years' Eve holiday in 2019, 2020, 2021 and 2022. In 2019, these dates are December 26, 27 and 30. In 2020, these dates are December 28, 29 and 30. In 2021, these dates are December 27, 28, 29 and 30. In 2022, these dates are December 26, 27, 28, and 29. All covered employees will generally be required to use vacation leave during this time.

b. If an employee has worked for the City for less than six months, the City will "advance" him/her vacation leave to cover any otherwise unpaid time off during this period.

- c. If an employee has worked for the City more than six months and does not have enough vacation leave to cover the time off, he/she will be placed on leave without pay status.
- d. Should a covered employee affected by the closure desire not to use his/her available vacation balance during all or part of the closure, the employee must make a request to take unpaid leave during the closure via the chain of command to the City Manager. The City Manager will consider each request on a case-by-case basis; however, the City Manager's decision will be final.
- e. Some employees in the Police Department and in the Public Works Department not assigned to City Hall may be required to work some or all of these days based on operational needs of the City.

SECTION C. Sick Leave

- 1. Sick leave with pay shall be granted to all EMPLOYEES in accordance with this section. Sick leave shall not be considered as a right which an EMPLOYEE may use at his/her discretion, but shall be allowed only in case of: (1) necessity and actual personal sickness or disability of the EMPLOYEE; or (2) to attend to an illness or injury, including time for scheduled doctor or dentist appointment, of a person who is in the relationships to the employee as described in California Labor Code §233 and §246.5, which currently includes:

Child	Parent	Spouse
Grand Child	Foster Child	Adopted Child
Step Child	Legal Ward	Child of Domestic Partner
Step Parent	Legal Guardian	Adoptive Parent
Foster Parent	Sibling	Parent-in-Law
Grand Parent	Registered Domestic Partner	Child of Person Standing in Loco Parentis

Sick leave may also be used in cases where the EMPLOYEE is a victim of domestic violence, sexual assault, or stalking in order to attend to the health, welfare and safety of the EMPLOYEE or the EMPLOYEE's child as set forth in Labor Code §230.1 and §246.5. Abuse of sick leave privileges, as with all rules, is grounds for disciplinary action.

- a. Compensation Procedure

In order to receive compensation while absent on sick leave, EMPLOYEES shall notify their immediate supervisor or the City Manager prior to or within (1) hour after the time set for beginning their daily duties.

- b. Certificate of Absences

In cases of suspected abuse, chronic sick leave use, instances requiring modified duty work assignments, or at the discretion of the City Manager, a physician's certificate may be required regardless of the length of absence if the EMPLOYEE is given reasonable notice to allow provision of such physician's certificate.

In the case of a suspected sick-out, the City Manager or designee may implement immediate requirements for a physician's certificate.

c. Sick Leave Earning Rate

All EMPLOYEES who are paid at a bi-weekly rate shall accrue sick leave at the rate of 3.68 hours per bi-weekly pay period. All unused sick leave may be accumulated.

d. Sick Leave Conversion Privilege

An EMPLOYEE who has taken five days (40 hours) sick leave or less during the calendar year ending December 30 of each year shall be entitled to either convert up to five days (40 hours) of unused sick leave to vacation leave or receive a cash payment for up to three days (24 hours), based upon the current compensation rate. In no event can any EMPLOYEE select a combination of two options or reduce the accumulated sick leave balance below 192 hours. No prorations shall be made for EMPLOYEES terminating before December 30 of the calendar year.

e. Reimbursement for Unused or Unconverted Sick Leave Upon Separation

After 10 years of continuous (uninterrupted) City service and upon voluntary separation under satisfactory conditions as determined by the City Manager, an EMPLOYEE shall be eligible to receive a cash payment equivalent to 25% of all unused sick leave, less the total number of hours converted to either cash, vacation, or a combination thereof as set forth in Article 7, Section C. 1(e). Such reimbursement is to be computed upon the EMPLOYEE'S final compensation rate. (e.g. 600 [balance of sick leave on books after conversions and use] x .25 = 150; 150 - 400 [hours converted previously] = -0-).

f. Unused Sick Leave at Retirement for Health Insurance

For EMPLOYEES hired before July 1, 2013 only, upon retirement from City employment for service or disability, an employee may elect to use unused sick leave at its dollar value at retirement to pay health insurance premiums in retirement according to the following schedule:

10 through 14 years of service: 25% of the sick leave balance at retirement;

15 through 19 years of service: 50% of the sick leave balance at retirement;

20+ years of service: 75% of the sick leave balance at retirement.

An EMPLOYEE choosing to exercise this benefit must submit a written request to the City's Finance Department no later than 120 days following the date of separation from City employment. This benefit will be in addition to the PEMHCA contribution the City currently contributes to the Public Employees' Retirement System for retiree health insurance benefits. The supplemental benefits described above shall be used to pay health insurance premiums for the retiree and dependents, if applicable. However, if the employee is deceased before the funds are exhausted, the supplemental benefits shall cease and the remaining funds shall be the City's property.

The City elects to self-administer this plan at this time. The City will pay the annualized dollar equivalent of the Kaiser two-party health insurance premium once per year in January of each year.

This benefit may be used in combination with service credit for unused sick leave as described in Article 6, Section F.5.

2. Bereavement Leave

No more than 24 hours special leave with pay may be granted in order to discharge the customary obligations arising from the death of a relative who is a member of EMPLOYEE'S household, or a parent, step-parent, grandparent, sibling or child of the EMPLOYEE or the EMPLOYEE'S spouse/domestic partner (not required to be a member of the household). Employees may request the use of 16 additional hours to be charged to sick leave.

3. Compulsory Sick Leave

- a. If, in the opinion of the City Manager, an EMPLOYEE is incapacitated for work due to illness or disability, such EMPLOYEE may be required to submit to an examination by a City designated physician, the costs to be borne by the City. If the EMPLOYEE wishes to change physicians, one request may be made. Any subsequent reports verifying the EMPLOYEE'S fitness will be at the EMPLOYEE'S expense. If the report of the physician shows the EMPLOYEE to be in an unfit condition to perform job duties, the City Manager shall have the right to compel the EMPLOYEE to take a sufficient leave of absence to enable the EMPLOYEE to perform the essential functions of his or her job with or without a reasonable accommodation. Accrued sick leave can be used for such absences or, when no accrued leave exists or has been exhausted, the EMPLOYEE may be granted leave without pay, the total of which shall not exceed one year. For good cause, the EMPLOYEE may request extensions of this time in increments of not more than one month.
- b. An EMPLOYEE who objects to an unpaid leave of absence and/or a leave of absence requiring use of the EMPLOYEE's personal leave accruals will be provided notice and opportunity to respond to the City Manager before any action of the City Manager.
- c. EMPLOYEES whose performance is adversely affected by the use of alcoholic beverages, chemical substances (illicit drugs) or medications which are not prescribed or used in a manner contrary to physician's orders may in some cases be subject to the above provisions, as well as any disciplinary procedures. EMPLOYEES whose medication may alter their behavior so as to cause a potential safety problem (e.g. related to operating equipment or motor vehicles or restrictions on being on ladders, at heights or in confined areas) must report the use of medication to their supervisors for modifying their work assignment temporarily. Abuse or failure to report could lead to discipline.

The object of this rule is to protect the City's interest in having a safe and effective work force and in assisting EMPLOYEES in achieving a level of fitness to perform their duties. (Refer to Administrative Policy D-1)

Any application of this section which results in action by the City adverse to an EMPLOYEE or his/her continued employment may be appealed to the Personnel Commission.

4. Pregnancy Disability Leave

- a. EMPLOYEES applying for leave or benefits based upon disability caused by pregnancy, childbirth, or pregnancy related conditions shall be treated in all respects as an EMPLOYEE applying for leave or benefits due to any other illness or disability. EMPLOYEES may request modified work assignments if accompanied by a physician's statement.
- b. Prior to beginning pregnancy disability leave, EMPLOYEES must submit a request for leave of absence for the anticipated length of the leave to the Director of Human Resources via the department director. In the case of an unexpected need for pregnancy disability leave, the EMPLOYEE may submit the required paperwork when able to do so. Requests are to include approximate dates of absence and anticipated date of return.

Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the EMPLOYEE shall be reinstated in the position held at the time leave was granted without any loss of seniority. Failure on the part of the EMPLOYEE on leave to report promptly at the expiration of pregnancy disability leave, or within a reasonable time after notice to return to duty, shall be cause for discharge. This shall not apply to an EMPLOYEE who takes CFRA leave immediately following pregnancy disability leave.

EMPLOYEEES returning from a leave of absence due to any disability, including Pregnancy Disability Leave, must submit a release from the attending physician prior to, but no later than, the start of the first work day.

5. Family Care and/or Medical Leave

EMPLOYEEES shall be granted family care leave or medical leave in accordance with the City's Administrative Policy and the Family Medical Leave Act and/or California Family Rights Act for any of the following reasons:

- a. to care for a newborn child of the EMPLOYEE within 12 months of the birth; or
- b. to care for a newly adopted child or a child placed in foster care with the employee within 12 months of the placement; or
- c. to care for a spouse, child or parent of the employee with a serious health condition; or
- d. because of a serious health condition which causes the employee to be unable to perform his/her duties; or
- e. a qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is a covered military member on covered active duty or who is called to an impending call to covered active duty in the Armed Forces, National Guard, or Reserves; or
- f. to care for a spouse, son, daughter, parent, or next of kin who is a current covered service member of the Armed Forces, a member of the National Guard or Reserves, or a covered veteran, for whom an employee is eligible to take military caregiver leave under the Family Medical Leave Act due to injury or illness incurred in the line of duty on active duty; or
- g. any other reason permitted under the Family Medical Leave Act and/or California Family Rights Act.

All EMPLOYEEES are required to report to Human Resources that: (1) he/she has a reasonable belief that he/she has a serious medical condition, but shall not provide further details; (2) the expected commencement and duration of the leave for the serious medical condition; and (3) documentation by a medical provider of the employee's work restrictions upon return to work. The reporting requirement applies regardless of the type of leave taken.

SECTION D. Military Leave

Any employee who is or becomes a member of the Armed Services, Militia or Organized Reserves of California or the United States shall be entitled to the leaves of absence and employment rights and privileges provided by USERRA and the Military and Veterans Code of the State of California.

SECTION E. Jury/Witness Leave

In accordance with the City's Administrative Policy, every regular and probationary EMPLOYEE is entitled to be absent from duty with the City while called to serve as a trial juror or as a witness called by a subpoena before a court

of law. Under such circumstances, the EMPLOYEE shall be paid the difference between their full salary and any payment received by them, except travel pay, for such duty. If jury service or witness time is less than a full work day, the EMPLOYEE is expected to return to work, unless a justification is provided.

SECTION F. Leave of Absence Without Pay

The City Manager may grant a regular or probationary employee leave of absence without pay or accrual of seniority or benefits, for a period not to exceed one year. No such leave shall be granted except upon written request of the EMPLOYEE, setting forth the reason for the request, and approval shall be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the EMPLOYEE shall be reinstated in the position held at the time leave was granted. Failure on the part of an EMPLOYEE on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

EMPLOYEES making use of this provision who return to duty in one year or less shall return with the seniority status for benefits and working conditions which he/she held at the time of commencement of the leave. An EMPLOYEE may choose to remain in any group insurance plans by agreeing to pay the full cost while on such leave of absence as permitted by the carriers.

SECTION G. Workers' Compensation Leave

1. All compensation received in accordance with the provisions of the Labor Code and Workers' Compensation Laws of the State of California shall be deemed to be included in any compensation due from the City by virtue of any grant for sick leave with pay.
2. Initial and final (employee is discharged from care) workers' compensation related medical appointments, PQME appointments and depositions, will not be charged to sick leave.
3. For accepted claims, the City will provide up to 2 hours of release time for workers' compensation related medical appointments. Release time will be considered "regular hours" for purposes of time recording. Employees are required to furnish appointment verifications that include: date of appointment, time of appointment, and date of injury for which the appointment is in reference to. Employees are encouraged to schedule these appointments at the beginning of their scheduled work day OR at the end of their work day in order to maximize the allotted release time (the process will be outlined in the City's Administrative Policy).
4. The CITY agrees to continue the Cafeteria Benefit Plan employer contribution for up to six months if an EMPLOYEE goes into a leave without pay status due to an industrial injury/illness.

SECTION H. Catastrophic Leave

1. This program allows one or more EMPLOYEES to donate vacation for use by another who, due to extensive or catastrophic illness or injury, has exhausted paid leave and is subsequently facing financial hardship. Each request will be considered on a case-by-case basis.
2. Requests by an EMPLOYEE(S) to donate vacation and/or compensatory time are submitted for approval to the Director of Human Resources. After considering all issues and consultation with concerned parties, the Director of Human Resources will make a determination. Any request denied by the Director of Human Resources may be appealed to the City Manager.

Once approved, vacation credits may be transferred from the donor EMPLOYEE(S) to a "fund" established for recipient EMPLOYEE to be used on an hour-for-hour basis, in accordance with the following conditions:

- a. Program is administered Citywide allowing hours to cross departments and EMPLOYEE bargaining groups. Management EMPLOYEES may also participate.

- b. Receiving EMPLOYEE must have exhausted all earned leave (sick leave, compensatory time and vacation/ vacation-in-lieu) and will/has entered leave without pay status.
- c. EMPLOYEE(S) donating time must transfer a minimum of eight (8) hours and in whole hour increments thereafter.
- d. Donated hours are considered a gift to the recipient and irrevocable. Therefore, recipient is not required to "pay back" any hours received.
- e. Hours transferred will have an hour-for-hour value with no regard to dollar value of donor v. recipient.
- f. Unused hours will remain in the "fund" for future use to be determined by the Director of Human Resources and will not be considered the donee's vacation leave available for future non-catastrophic leave absences or cash out.
- g. Once donated leave benefits become payable, temporary recovery may occur resulting in a future period(s) of disability. Approval procedures should not be necessary if periods of disability are separated by temporary recovery of 90 days or less.
- h. EMPLOYEES wishing to donate vacation hours must maintain a minimum vacation balance of 80 hours (after donation).

With regard to other benefits, coordination is as follows:

SDI: SDI benefits are coordinated with donated vacation hours in accordance with Administrative Policy D-16, "State Disability Insurance."

Workers' Compensation: Donated hours can be utilized for the difference, but no more than recipient EMPLOYEE'S regular salary.

SECTION I. Voluntary Time Off

Regular, full-time employees in non-sworn classifications may elect to "buy" up to eighty (80) hours per fiscal year of voluntary time off (VTO) subject to staffing needs of the department and the prior approval of the department director. Employees may "buy" this time, up to eighty (80) hours combined, in July or January of each fiscal year.

This benefit is available each fiscal year during the term of this Agreement. The City's Administrative Policy on Voluntary Time Off, A-20, is hereby incorporated by reference.

ARTICLE 8 - LAYOFF

SECTION A. Purpose

To provide a means by which EMPLOYEES are to be demoted or laid off when a reduction in force is necessitated by a lack of work, lack of funds or abolishment of a position.

Prior to a layoff due to a reduction in force necessitated by financial emergency, the City Council may choose to adopt other alternatives which are legally available to avoid layoffs. Prior to any action being taken, written notice shall be given to the ECMEA.

SECTION B. Determination

1. The City Council shall determine, on the basis of the needs of the City, as recommended by the City Manager, which department and classifications shall be subject to layoff in the event a reduction in force is necessitated by lack of funds.
2. In the event a reduction in force is necessitated by a lack of work or the abolishment of positions, the City Manager shall determine which department or classifications shall be subject to layoff based upon the needs of the City.

SECTION C. Reduction in Force - Demotion

Except as otherwise provided, if a vacant position in a series is available during a reduction in workforce, the qualified employee with the greatest length of seniority in the affected series who is otherwise subject to layoff shall be offered a transfer or demotion to the vacant position in lieu of layoff.

Whenever two or more employees have identical seniority status in a series, the order of demotion shall be determined by the City Manager on the basis of performance.

SECTION D. Order of Reduction in Force

In a reduction in force situation, the following order of layoffs shall be followed: (a) Part-time and provisional EMPLOYEES in the affected classification series; (b) Limited-term EMPLOYEES in reverse order of their classification seniority in the affected class series; (c) probationary EMPLOYEES in reverse order of their classification seniority in the affected class series; (d) Should there be a need for further reduction, regular EMPLOYEES in the affected classification series shall be involuntarily demoted in reverse order of their classification seniority; (e) Should a reduction in force still be necessary, regular EMPLOYEES shall be laid off in reverse order of their seniority in the affected class series. Any EMPLOYEE so laid off will be given (10) working days' notice in writing from the City Manager.

SECTION E. Determining Order of Layoff and Demotion For EMPLOYEES With Identical Seniority

Should two or more EMPLOYEES have identical classification seniority, the order of layoff and demotion will be determined by length of continuous service in the affected series. Whenever two or more EMPLOYEES have identical service in the affected series, the order of layoff and demotion shall be determined by the City Manager on the basis of performance.

SECTION F. Order and Method of Demotion Pursuant to a Reduction in Force - Bumping

When required, due to a reduction in force, EMPLOYEES shall be demoted in the following manner:

1. EMPLOYEES who are involuntarily demoted, who have held regular status in a lower classification shall have the right to bump EMPLOYEES in a lower classification with less classification seniority. For this purpose, classification seniority shall include the seniority the EMPLOYEE had in any higher classification in the affected class as well as the seniority the EMPLOYEE has in the lower classification that the EMPLOYEE is demoted to.
2. EMPLOYEES who have not actually held status in a lower classification shall be allowed to demote to a vacant position or to a position held by a City probationary EMPLOYEE in such lower class if they meet or exceed the employment standards of the lower class and the skills, knowledge, abilities and typical tasks are similar to the class they are being demoted from. However, an EMPLOYEE may not bump to a lower classification they have not previously held where the knowledge, skills, abilities and typical tasks are not similar or related to the higher classification. Bumping to a lower classification in the class series will be

allowed even though the EMPLOYEE had not previously held a position in the lower classification if the classification has been created or added to the class series following the EMPLOYEE'S promotion to a higher classification in the affected class series, or if a new entry-level position was created following the EMPLOYEE'S date of hire. Bumping to a newly created classification will only be allowed if the City Manager has determined that the EMPLOYEE meets or exceeds the qualifications for that classification.

SECTION G. Reinstatement of EMPLOYEES Demoted as a Result of a Reduction in Force

EMPLOYEES who are demoted as a result of a reduction in force shall have their names placed on a classification reinstatement list in the order of their classification seniority. Vacant positions within a classification series shall first be offered to EMPLOYEES on this list.

SECTION H. Reemployment of EMPLOYEES Laid Off as a Result of a Reduction in Force

EMPLOYEES who are laid off and who held regular City status at the time of layoff shall have their names placed on a reemployment list for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their seniority in the affected class series. Vacant positions in such classifications will be offered to eligibles on the Reemployment List who qualify for such vacancies prior to an open or promotional recruitment.

SECTION I. Duration of Reinstatement and Reemployment List

The eligibility of individuals on the Reinstatement and Reemployment lists shall extend for a period of two years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from either the Reemployment or Reinstatement List. EMPLOYEES appointed from a reemployment list or classification reinstatement list within two years from date of layoff shall not be subject to re-testing upon appointment.

SECTION J. Restoration of Benefits Upon Reemployment Following a Reduction in Force

Upon reemployment following a reduction in force, an individual reemployed in the same class or a lower class in the series will have the following benefits restored:

1. Prior sick leave balance, if any.
2. Seniority at time of layoff for purposes of determining merit increases, vacation accrual rate and future reduction in force.
3. Upon reemployment, the EMPLOYEE shall be paid at the same step of the salary range currently in effect for the classification the EMPLOYEE held immediately prior to layoff. If the EMPLOYEE chooses to be reemployed in a classification which has a salary range lower than the classification from which the EMPLOYEE was laid off, then the salary placement will be made as follows: 1) at a point either equivalent to the EMPLOYEE'S salary range and step immediately prior to layoff; 2) if the maximum of the salary range of the position to which the EMPLOYEE is to be reemployed is less than the minimum salary currently in effect for the classification from which laid off, the EMPLOYEE will receive the maximum of the salary range for the classification in which the EMPLOYEE is reemployed.
4. All benefits EMPLOYEES are eligible to receive including the deferred compensation benefit if they were receiving it prior to layoff. (Referred to Article 6 F.2. (Retirement).

SECTION K. Quarterly Performance Reports

Quarterly performance reports will be required to be completed during the first year of reemployment on any EMPLOYEE appointed from a reemployment list or classification reinstatement list.

SECTION L. Payoff of Accruals Upon Layoff

Laid off EMPLOYEES are to be paid for all accrued holidays, vacation and non-exempt overtime when separated as a result of a layoff. The sick leave balance of such EMPLOYEE will remain on the books and will be reinstated if they are reappointed unless the EMPLOYEE is eligible for, and elects to participate in, the sick leave reimbursement program for termination.

SECTION M. Retirement Contribution

Upon layoff, the EMPLOYEE may elect to either withdraw his/her retirement contribution or leave the money in the retirement system. Prior to reemployment, however, if the retirement funds have been withdrawn, they must be redeposited in accordance with arrangements satisfactory to the Public Employees' Retirement System.

SECTION N. Non-discrimination in Reduction in Force

Layoffs and demotions which result from a reduction in force shall be made without regard to an EMPLOYEE'S race, color, religious creed, ancestry, national origin, marital status, sex, age (over 40), medical condition (including cancer), disability (including HIV or AIDS), sexual orientation, genetic information, gender identity or expression, status as a military member or veteran, or any other protected classification.

ARTICLE 9 - GRIEVANCE PROCEDURE

SECTION A. Purpose

1. To promote improved employer-EMPLOYEE relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To assure fair and equitable treatment of all EMPLOYEES and promote harmonious relations among EMPLOYEES, supervisors and management.
3. To encourage the settlement of disagreements informally at the EMPLOYEE supervisor level and provide an orderly procedure to handle grievances throughout the several supervisory levels where necessary.
4. To provide that appeals shall be conducted as informally as possible.
5. To resolve grievances as quickly as possible and correct, if possible, the cause of grievance; thereby reducing the number of grievances and future similar complaints.

SECTION B. Reviewable Grievances

To be reviewable under this procedure, a grievance must:

1. Concern matters or incidents that have occurred.
2. Result from an act or omission by management regarding working conditions or other aspects of employer-EMPLOYEE relations over which the director of the department or the City has control.
3. Arise out of a specific situation, act or acts complained of as being unfair which result in an inequity or damage to the EMPLOYEE.
4. Specify the relief sought, which relief must be within the power of the director of the department or the City Manager to grant in whole or in part.

5. Or be in violation of this MOU.
6. Grievances may be filed by an individual EMPLOYEE, a group of EMPLOYEES or the ECMEA on behalf of one or more EMPLOYEES for an alleged violation of the MOU.

SECTION C. Non-reviewable Grievances

A grievance is not reviewable under this procedure if it requires the modification of a policy established by law, or is a matter which is reviewable under some other administrative procedure and/or personnel rule such as:

1. Applications for changes in title, job classification or salary.
2. Appeals from formal disciplinary proceedings.
3. Appeals arising out of merit system examinations.
4. Appeals from work performance evaluations.

SECTION D. Informal Grievance Procedure

An EMPLOYEE who has a problem or complaint should first try to get it settled through discussion with the immediate supervisor without undue delay. If, after this discussion, the EMPLOYEE does not believe the problem has been satisfactorily resolved, the problem may be discussed with the next level of supervision, up to and including the department director. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the EMPLOYEE is not in agreement with the decision reached by discussion, and has met with all appropriate supervisors and department director, the EMPLOYEE may file a formal grievance in writing within ten days after receiving the informal decision from the Department Director. An informal grievance shall not be taken above the City Manager.

SECTION E. Special Provisions of the Formal Grievance Procedure

1. Procedure for Presentation

In presenting a grievance, the EMPLOYEE shall follow the sequence and procedure outlined.

2. Prompt Presentation

The EMPLOYEE shall discuss the grievance with the immediate supervisor promptly after the act or omission of management causing the grievance.

3. Prescribed Form

The formal written grievance shall be submitted on a form prescribed by the City Manager for this purpose. Supervisors and the Human Resources Department shall maintain an adequate supply of such forms.

4. Statement of Grievance

The grievance shall contain a statement of:

- (a) The specific situation, act or acts complained of as being unfair;
- (b) The inequity or damage suffered by the employee; and
- (c) The relief sought.

5. EMPLOYEE Representation

The EMPLOYEE may choose a representative at any step after the first step of the procedure; i.e., at any step after formal discussion with the immediate supervisor. No person hearing a grievance need recognize more than one representative for any EMPLOYEE at any one time unless so desired.

6. Handled During Working Hours

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

7. Extension of Time

The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

8. Consolidation of Grievances

If the grievance involves a group of EMPLOYEES or if a number of EMPLOYEES file separate grievances on the same matter, the grievances shall be handled as a single grievance.

9. Settlement

Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.

10. Reprisal

The grievance procedure is intended to assure a grieving EMPLOYEE the right to present a grievance without fear of disciplinary action or reprisal from the supervisor, superior or department director, provided the provisions of this grievance procedure are observed.

SECTION F. Formal Grievance Procedure Steps

1. First Level of Review

The appeal shall be presented in writing to the EMPLOYEE'S immediate supervisor, who shall render a decision and comments in writing and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the supervisor's decision, or if no answer has been received within 15 calendar days, the EMPLOYEE may present the appeal in writing to the next level supervisor. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the written decision of the supervisor, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

2. Further Level or Levels of Review as Appropriate

The supervisor receiving the appeal shall review it, render the decision and comments in writing, and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the decision, or if no answer has been received within 15 calendar days, the appeal may be presented in writing to the department director. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the decision, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

3. Department Review

The department director or designee receiving the appeal shall discuss the grievance with the EMPLOYEE, representative, if any, and with other appropriate persons. The department director shall render a decision and comments in writing and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the decision reached, or if no answer has been received within 15 calendar days, the appeal may be presented in writing to the City Manager. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the decision, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

4. Mediation

The EMPLOYEE or the City may request that the grievance be submitted to mediation within 10 calendar days of receipt of the Department Review decision, or within a total of 25 calendar days if no Department Review decision is rendered. If either party denies the mediation request, the grievance shall proceed to the next Step. If the parties mutually agree to mediate, the parties shall make a formal, written request for a mediator from the California State Mediation and Conciliation Service. The choice of a mediator must be agreed upon by both parties.

Mediation shall commence no later than 10 days after selection of a mediator, unless the parties mutually agree to extend this time line. If the grievance was mediated and resolved, the parties may request that the mediator provide a written summary of the outcome; a description of the dispute and the resolution reached by the parties. If the mediation does not result in a resolution within 25 days of the commencement of mediation, the grievance shall be considered unresolved and the parties shall request that the mediator render a written, advisory opinion letter to the parties within 15 calendar days of the final mediation session. This opinion is non-binding and is intended to be an advisory recommendation, only. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the advisory opinion letter will constitute a dropping of the appeal.

5. City Manager Review

The City Manager or designee shall discuss the grievance with the EMPLOYEE, their representative, if any, and with other appropriate persons. The City Manager may designate a factfinding committee, or other not in the normal line of supervision, or the Personnel Commission to advise concerning the appeal. The City Manager shall render a decision in writing to the EMPLOYEE within 20 calendar days after receiving the appeal.

SECTION G. Disciplinary Procedure

The City's Administrative Policy D-14 on Disciplinary Procedure for regular miscellaneous employees is hereby incorporated by reference and included as Attachment "B" to this MOU.

ARTICLE 10 - SUGGESTION AWARD PROGRAM

SECTION A. Purpose

The purpose of a Suggestion Award Program is to develop increased efficiency of governmental operations in the CITY by providing recognition to EMPLOYEES for submission of original and constructive suggestions. Such a program stimulates imaginative and inventive thinking among EMPLOYEES which can eliminate duplication, waste or safety hazards, reduce costs or accidents, improve service, methods or equipment or save time, staffing level, money, materials or space.

SECTION B. Suggestion Award Program

A copy of said program is available in its entirety in the Human Resources Department.

ARTICLE 11 - OUTSIDE EMPLOYMENT

SECTION A.

No EMPLOYEE shall engage in any employment nor maintain any business interest which creates a conflict with the City employment or which is in conflict with the City work schedule.

The following will be considered to be in conflict of interest with City employment unless shown otherwise:

1. Any employment or business interest in an outside entity which is regulated by the City department in which the EMPLOYEE works;
2. Any employment or business interest in any outside endeavor which would give a City EMPLOYEE special advantage due to knowledge or information of a confidential or special nature (not available to the general public) which the EMPLOYEE may gain from City employment;
3. Use or reference to City job title while engaged in outside employment or business interest;
4. Other situations which create an actual conflict of interest.

SECTION B.

EMPLOYEES may be required to report outside employment or business interests on forms to be provided by the City not more than twice yearly. These shall be maintained in the EMPLOYEES' personnel file.

ARTICLE 12 - EMPLOYEE RIGHTS

EMPLOYEES of the City shall have the right to form, join and participate in the activities of EMPLOYEE organizations of their own choosing for the purpose of representation on all matters of employer-EMPLOYEE relations including, but not limited to wages, hours, and other terms and conditions of employment. EMPLOYEES of the City also shall have the right to refuse to join or participate in the activities of EMPLOYEE organizations and shall have the right to represent themselves individually in their employment relations with the City. No EMPLOYEE shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any EMPLOYEE organization because of his/her exercise of these rights.

Each EMPLOYEE shall enjoy all the rights and privileges afforded to him/her under the Constitutions of the United States and the State of California; the laws of the State of California; and the ordinances, rules, policies and procedures of the City of El Cajon in his/her employment relationship with the City.

ARTICLE 13 - CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its EMPLOYEES; take disciplinary action; relieve its EMPLOYEES from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Drug-free Workplace Act of 1988

The ECMEA agrees to support a drug-free workplace as required by the Federal Regulations passed in 1988. For further details, refer to City Council Policy A-19 or contact the Human Resources Department.

Driver's License Checks

The CITY shall use the State of California Department of Motor Vehicles pull notice program for the purpose of determining the status of the driver's licenses of all EMPLOYEES required to possess them. This is for the protection of the integrity of the CITY'S liability insurance and the safety of EMPLOYEES and citizens. Any adverse actions taken would include appropriate appeal rights for EMPLOYEES.

ARTICLE 14 - ASSOCIATION RIGHTS

The ECMEA shall enjoy all of the rights and privileges afforded to it under the Constitutions of the United States and the State of California; the laws of the State of California; and the ordinances, rules, policies and procedures of the City of El Cajon.

The President of the ECMEA may have a maximum of one hour per week without loss of compensation to engage in ECMEA business with prior approval of the department director. If the President wishes to designate the Secretary or Treasurer be allowed to use this time for appropriate business, reasonable notification shall be made to the City Manager's office in advance, generally in writing. The City will send a memo to affected department directors in advance advising that this situation may occur. The ECMEA shall be allowed the use of City facilities, if available, for the purpose of conducting ECMEA meetings. The ECMEA shall also be allowed the use of bulletin board space at locations throughout the City. The ECMEA agrees to pay for printing services provided by the City.

Safety Committee

The ECMEA shall have a member serve on the Safety Committee in accordance with City Council Policy A-9.

ARTICLE 15 - MODIFIED DUTY

SECTION A

At the City's discretion, modified duty shall be given to EMPLOYEES who are unable to perform the essential functions of his/her job due to medical condition or disability where the City is able to reasonably accommodate the EMPLOYEE'S limitations.

SECTION B

EMPLOYEES recommended for modified duty must bring a written statement from a physician stating the medical reasons for modification, the prognosis for recovery and specific restrictions required. This must be presented to the department director as soon as possible after the physician recommends said EMPLOYEE for modified duty. The recommended length of time is left to the discretion of the treating physician.

SECTION C

A general job description shall be provided to the physician to determine the modifications. (RU-91 may be used as a supplement to this.) A supervisor may be asked to provide relevant additional information and possible alternative assignments.

SECTION D

An EMPLOYEE on modified duty shall notify the department director as soon as he/she is available for full duty and shall provide the department with a physician's release from modified duty stating the date of return to work and any remaining modifications needed.

SECTION E

The CITY may provide modified duty as long as work is available and the EMPLOYEE is productive.

SECTION F

The CITY retains the right to require periodic medical updates from the EMPLOYEE's treating physician and the right to send an EMPLOYEE for an evaluation at CITY expense, if the amount of modified duty appears to be excessive.

SECTION G

EMPLOYEES eligible for modified duty who refuse it shall receive no workers' compensation benefits but may exhaust eligible leave balances.

ARTICLE 16 - EMPLOYEE ASSISTANCE PROGRAM

The City shall maintain and fund an EAP program which does not exceed \$20,000 in cost per year.

ARTICLE 17 - INDIVIDUAL PERSONNEL FILES

Section A. Traffic Accidents

The City and the ECMEA agree to purge the personnel records of EMPLOYEES of all references to reprimand relating to the EMPLOYEES' traffic accidents. Purging will be at the request of the EMPLOYEE to the City Manager after three full years of accident-free driving.

Section B. Disciplinary Actions

In addition, upon request of the EMPLOYEE to the City Manager, the City will purge disciplinary actions that do not relate to workers' compensation or unresolved liability claims and are more than 5 years old, provided that no similar disciplinary actions have been imposed on said employee.

ARTICLE 18 - LIMITED-TERM EMPLOYEES / CONTRACTING OUT

The City and MEA agree that the City may, through attrition as positions become vacant due to termination, resignation or retirement, employ limited-term/non-benefitted employees to perform the services of the position that has become vacant, or to contract out the services performed by the vacant position. MEA expressly waives the right to meet and confer over the City's decision to employ limited-term/non-benefitted employees or to contract out services performed by a position that has become vacant through termination, resignation or retirement, however, MEA retains the right to meet and confer over the impact(s) of the City's decision. The City's decision to employ limited-term/non-benefitted employees or to contract out services will be made on a case-by-case basis in consideration of factors including the economic benefit to the City. The City shall not lay-off any EMPLOYEE in order to employ limited-term/non-benefitted employees or to contract out the services performed by that EMPLOYEE.

Pursuant to the Side Letter Agreement entered into between the City and ECMEA in January 2012, the terms of which are incorporated herein, the City may employ Limited-Term Custodians to fill vacant positions in the classification of Custodian.

ARTICLE 19 - MAINTENANCE OF BENEFITS

The status of all existing benefits and conditions of employment now enjoyed by classifications represented by ECMEA shall not be deemed affected by this MOU, except as specifically modified by provisions hereof or by actions taken in implementation thereof.

The City and the ECMEA hereby expressly waive any right to request any changes in the wages, hours, or other conditions of employment of EMPLOYEES covered by this MOU. Neither the City nor the ECMEA shall be required to "Meet and Confer" as to any such request unless by mutual consent of both parties. The right of the ECMEA and the City to "Meet and Confer" on the interpretation or application of this MOU is excluded in the waiver described above.

ARTICLE 20 - CURRENT PRACTICES

It is understood that existing ordinances, resolutions, City Council and Administrative policies of the City, past ECMEA MOUs, Personnel Rules and departmental rules and regulations cover matters pertaining to employer-EMPLOYEE relations including, but not limited to, wages, salaries, benefits, hours and other terms and conditions of employment. As such, they are hereby incorporated herein by this reference and made a part hereof as though set forth in full and, except as provided in this MOU, shall remain in full force and effect during the term hereof.

ARTICLE 21 - AGENCY SECURITY

Pursuant to AB 119, the City acknowledges and will comply with Sections 3555-3559 of the Government Code. Continuous and uninterrupted service by the City and its EMPLOYEES to the citizens, and orderly EMPLOYEE relations between the City and its EMPLOYEES being essential considerations of this MOU, the ECMEA agrees, on behalf of itself and its members, individually and collectively, that there shall not be any strikes, boycotting, work stoppages, shutdown or slow-down/speed-up actions, or a concerted refusal to render services or to work overtime or any other curtailment, restriction or acceleration of work at any time during the term of this MOU.

Nothing shall be construed in this MOU to prevent the ECMEA or its members from exercising any legal rights prescribed by State law.

ARTICLE 22 - FEDERAL - STATE LAWS

It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws and regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable laws and regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect. Modifications to such sections will be made within a reasonable period of time via the Meet and Confer process.

AMERICANS WITH DISABILITIES ACT (ADA)

The CITY and the ECMEA agree that they are subject to and must conform to the Americans with Disabilities Act (ADA).

ARTICLE 23 – NON-DISCRIMINATION

The ECMEA accepts and supports the official City Equal Employment Opportunity Policy

ARTICLE 24 - TERM AND IMPLEMENTATION

This MOU shall become effective only after adoption by the City Council of the City of El Cajon and ratification by the members of ECMEA. This MOU shall commence its term July 1, 2019 (except as otherwise provided in this MOU) and shall continue in effect through June 30, 2023.

ARTICLE 25 – LIMITED SALARY RE-OPENER

This LIMITED salary re-opener ONLY applies for the duration of the initial 2019-2023 contract, expires at the expiration of this contract term, does not extend if the contract is extended, and will not extend into the successor contract. This LIMITED salary re-opener solely applies to the Public Safety Communications Operator, Police Dispatcher and the Supervising Police Dispatcher classifications.

If at any time during this agreement the City, or MEA, determine they are unable to recruit or retain employees in these classifications, the parties agree to re-open this contract to solely discuss hourly wages of the aforementioned classifications.

ARTICLE 26 - RENEGOTIATION

Negotiations for a successor MOU shall commence within a reasonable time period following written notice served by either party on the other.

This MOU is entered into by the following representatives of the CITY and the ECMEA.

City Negotiating Team



Vince DiMaggio
Assistant City Manager

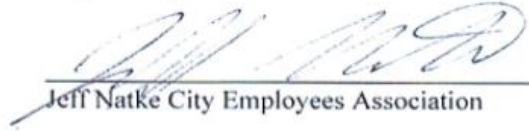


Clay Schoen
Director of Finance



Marisol Thorn
Director of Human Resources

El Cajon Municipal Employees' Association
Negotiating Team



Jeff Natke City Employees Association



Duane Jackson
President

ATTACHMENT A- SALARY SCHEDULE

Represented EMPLOYEE salary schedule shall be as follows:

1. 2.5% general increase to all represented classifications effective June 16, 2019. An additional 5% market salary adjustment for Public Safety Communications Operator, Police Dispatcher, and Supervising Police Dispatcher.

CLASSIFICATIONS	Effective June 16, 2019	Step A (Hourly)	Step E (Hourly)
Accounting Technician	81.7	21.46	26.15
Administrative Secretary	83.9	22.66	27.61
Animal Care Attendant	74.2	17.83	21.73
Animal Control Officer	80.1	20.63	25.13
Assistant Building and Fire Safety Inspector	82.9	22.11	26.93
Assistant Planner	93.0	28.37	34.56
Assistant Recreation Services Supervisor	83.5	22.44	27.34
Associate Planner	98.9	32.82	39.98
Building & Fire Safety Inspector	93.8	28.93	35.25
Code Compliance Officer	90.4	26.60	32.41
Crime Analyst	91.0	27.00	32.90
Customer Service Representative	72.2	16.97	20.68
Deputy Fire Marshal	99.8	33.55	40.88
Engineering Technician	92.4	27.95	34.06
Equipment Mechanic	87.3	24.64	30.03
Facilities Technician	82.5	21.89	26.67
Forensic Evidence Technician	92.6	28.09	34.22
Geographic Information Systems Technician	88.0	25.07	30.55
Information Technologies Technician	88.0	25.07	30.55
Junior Planner	85.4	23.51	28.65
Lead Equipment Mechanic	90.0	26.34	32.09
Lead Facilities Technician	90.0	26.34	32.09
Multi-Media Technician	67.0	14.93	18.19
Plans Examiner	97.8	31.94	38.91
Police Dispatcher	89.2	25.83	31.47

Police Records Specialist	75.7	18.51	22.55
Police Records Supervisor	82.8	22.05	26.87
Police Services Officer I	86.8	24.34	29.66
Police Services Officer II	88.8	25.57	31.16
Property Clerk	79.5	20.33	24.77
Public Safety Communications Operator	79.3	20.23	24.64
Public Works Crew Leader	88.6	25.45	31.01
Public Works Equipment Operator	85.6	23.63	28.79
Public Works Inspector	94.4	29.37	35.78
Public Works Maintenance Worker I	73.0	17.31	21.09
Public Works Maintenance Worker II	77.0	19.11	23.28
Recreation Services Supervisor	92.0	27.67	33.72
Secretary	71.0	16.48	20.08
Secretary to the Chief of Police	87.9	25.01	30.47
Senior Building Inspector	97.8	31.94	38.91
Senior Buyer	93.0	28.37	34.56
Senior Engineering Technician	99.4	33.23	40.48
Senior Public Works Maintenance Worker	83.0	22.16	27.00
Supervising Building and Fire Safety Inspector	99.8	33.55	40.88
Supervising Engineering Technician	103.3	36.58	44.57
Supervising Police Dispatcher	96.4	30.85	37.59
Utility Worker	71.1	16.52	20.13

2. 2.5% general increase to all represented classifications effective the first paycheck issued in July 2020.

CLASSIFICATIONS	Salary Range Effective July 2020	Step A	Step E
		(Hourly)	(Hourly)
Accounting Technician	82.7	22.00	26.80
Administrative Secretary	84.9	23.22	28.30
Animal Care Attendant	75.2	18.28	22.27
Animal Control Officer	81.1	21.14	25.76
Assistant Building and Fire Safety Inspector	83.9	22.66	27.61
Assistant Planner	94.0	29.08	35.43
Assistant Recreation Services Supervisor	84.5	23.00	28.02

Associate Planner	99.9	33.64	40.98
Building & Fire Safety Inspector	94.8	29.66	36.13
Code Compliance Officer	91.4	27.27	33.23
Crime Analyst	92.0	27.67	33.72
Customer Service Representative	73.2	17.40	21.20
Deputy Fire Marshal	100.8	34.39	41.90
Engineering Technician	93.4	28.65	34.91
Equipment Mechanic	88.3	25.26	30.78
Facilities Technician	83.5	22.44	27.34
Forensic Evidence Technician	93.6	28.79	35.08
Geographic Information Systems Technician	89.0	25.70	31.31
Information Technologies Technician	89.0	25.70	31.31
Junior Planner	86.4	24.10	29.37
Lead Equipment Mechanic	91.0	27.00	32.90
Lead Facilities Technician	91.0	27.00	32.90
Multi-Media Technician	68.0	15.30	18.64
Plans Examiner	98.8	32.74	39.89
Police Dispatcher	90.2	26.47	32.25
Police Records Specialist	76.7	18.97	23.11
Police Records Supervisor	83.8	22.60	27.54
Police Services Officer I	87.8	24.95	30.40
Police Services Officer II	89.8	26.21	31.94
Property Clerk	80.5	20.83	25.39
Public Safety Communications Operator	80.3	20.73	25.26
Public Works Crew Leader	89.6	26.08	31.78
Public Works Equipment Operator	86.6	24.22	29.51
Public Works Inspector	95.4	30.10	36.67
Public Works Maintenance Worker I	74.0	17.74	21.62
Public Works Maintenance Worker II	78.0	19.59	23.86
Recreation Services Supervisor	93.0	28.37	34.56
Secretary	72.0	16.89	20.58
Secretary to the Chief of Police	88.9	25.64	31.23
Senior Building Inspector	98.8	32.74	39.89
Senior Buyer	94.0	29.08	35.43
Senior Engineering Technician	100.4	34.06	41.49
Senior Public Works Maintenance Worker	84.0	22.71	27.67
Supervising Building and Fire Safety Inspector	100.8	34.39	41.90
Supervising Engineering Technician	104.3	37.50	45.69

Supervising Police Dispatcher	97.4	31.62	38.53
Utility Worker	72.1	16.93	20.63

3. 2.5% general increase to all represented classifications effective the first paycheck issued in July 2021.

CLASSIFICATIONS	Salary Range Effective July 2021	Step A	Step E
		(Hourly)	(Hourly)
Accounting Technician	83.7	22.55	27.47
Administrative Secretary	85.9	23.81	29.00
Animal Care Attendant	76.2	18.74	22.83
Animal Control Officer	82.1	21.67	26.41
Assistant Building and Fire Safety Inspector	84.9	23.22	28.30
Assistant Planner	95.0	29.80	36.31
Assistant Recreation Services Supervisor	85.5	23.57	28.72
Associate Planner	100.9	34.48	42.01
Building & Fire Safety Inspector	95.8	30.40	37.04
Code Compliance Officer	92.4	27.95	34.06
Crime Analyst	93.0	28.37	34.56
Customer Service Representative	74.2	17.83	21.73
Deputy Fire Marshal	101.8	35.25	42.95
Engineering Technician	94.4	29.37	35.78
Equipment Mechanic	89.3	25.89	31.55
Facilities Technician	84.5	23.00	28.02
Forensic Evidence Technician	94.6	29.51	35.96
Geographic Information Systems Technician	90.0	26.34	32.09
Information Technologies Technician	90.0	26.34	32.09
Junior Planner	87.4	24.70	30.10
Lead Equipment Mechanic	92.0	27.67	33.72
Lead Facilities Technician	92.0	27.67	33.72
Multi-Media Technician	69.0	15.68	19.11
Plans Examiner	99.8	33.55	40.88
Police Dispatcher	91.2	27.13	33.06
Police Records Specialist	77.7	19.44	23.69
Police Records Supervisor	84.8	23.17	28.23

Police Services Officer I	88.8	25.57	31.16
Police Services Officer II	90.8	26.87	32.74
Property Clerk	81.5	21.36	26.02
Public Safety Communications Operator	81.3	21.25	25.89
Public Works Crew Leader	90.6	26.74	32.58
Public Works Equipment Operator	87.6	24.83	30.25
Public Works Inspector	96.4	30.85	37.59
Public Works Maintenance Worker I	75.0	18.19	22.16
Public Works Maintenance Worker II	79.0	20.08	24.46
Recreation Services Supervisor	94.0	29.08	35.43
Secretary	73.0	17.31	21.09
Secretary to the Chief of Police	89.9	26.28	32.02
Senior Building Inspector	99.8	33.55	40.88
Senior Buyer	95.0	29.80	36.31
Senior Engineering Technician	101.4	34.91	42.53
Senior Public Works Maintenance Worker	85.0	23.28	28.37
Supervising Building and Fire Safety Inspector	101.8	35.25	42.95
Supervising Engineering Technician	105.3	38.44	46.83
Supervising Police Dispatcher	98.4	32.41	39.49
Utility Worker	73.1	17.35	21.14

4. 2.5% general increase to all represented classifications effective the first paycheck issued in July 2022.

CLASSIFICATIONS	Salary Range Effective July 2022	Step A	Step E
		(Hourly)	(Hourly)
Accounting Technician	84.7	23.11	28.16
Administrative Secretary	86.9	24.40	29.73
Animal Care Attendant	77.2	19.20	23.40
Animal Control Officer	83.1	22.22	27.07
Assistant Building and Fire Safety Inspector	85.9	23.81	29.00
Assistant Planner	96.0	30.55	37.22
Assistant Recreation Services Supervisor	86.5	24.16	29.44
Associate Planner	101.9	35.34	43.06

Building & Fire Safety Inspector	96.8	31.16	37.96
Code Compliance Officer	93.4	28.65	34.91
Crime Analyst	94.0	29.08	35.43
Customer Service Representative	75.2	18.28	22.27
Deputy Fire Marshal	102.8	36.13	44.03
Engineering Technician	95.4	30.10	36.67
Equipment Mechanic	90.3	26.54	32.33
Facilities Technician	85.5	23.57	28.72
Forensic Evidence Technician	95.6	30.25	36.86
Geographic Information Systems Technician	91.0	27.00	32.90
Information Technologies Technician	91.0	27.00	32.90
Junior Planner	88.4	25.32	30.85
Lead Equipment Mechanic	93.0	28.37	34.56
Lead Facilities Technician	93.0	28.37	34.56
Multi-Media Technician	70.0	16.07	19.59
Plans Examiner	100.8	34.39	41.90
Police Dispatcher	92.2	27.81	33.89
Police Records Specialist	78.7	19.93	24.28
Police Records Supervisor	85.8	23.75	28.93
Police Services Officer I	89.8	26.21	31.94
Police Services Officer II	91.8	27.54	33.55
Property Clerk	82.5	21.89	26.67
Public Safety Communications Operator	82.3	21.78	26.54
Public Works Crew Leader	91.6	27.40	33.39
Public Works Equipment Operator	88.6	25.45	31.01
Public Works Inspector	97.4	31.62	38.53
Public Works Maintenance Worker I	76.0	18.64	22.71
Public Works Maintenance Worker II	80.0	20.58	25.07
Recreation Services Supervisor	95.0	29.80	36.31
Secretary	74.0	17.74	21.62
Secretary to the Chief of Police	90.9	26.93	32.82
Senior Building Inspector	100.8	34.39	41.90
Senior Buyer	96.0	30.55	37.22
Senior Engineering Technician	102.4	35.78	43.59
Senior Public Works Maintenance Worker	86.0	23.86	29.08
Supervising Building and Fire Safety Inspector	102.8	36.13	44.03
Supervising Engineering Technician	106.3	39.40	48.00
Supervising Police Dispatcher	99.4	33.23	40.48

Utility Worker	74.1	17.79	21.67
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