

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF POWAY

AND

THE NON-SAFETY EMPLOYEES

July 1, 2015 – June 30, 2017

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MEMORANDUM OF UNDERSTANDING

This is the memorandum of understanding as provided for in the California Government Code Sections 3500 through 3510, which is also known as the Meyers-Miliias-Brown Act. This memorandum is hereinafter referred to as the Agreement between the City of Poway and the representatives chosen by the majority of the members of the non-safety unit hereinafter referred to as the Bargaining Unit Representatives.

This Agreement shall become effective when adopted by the City Council of the City of Poway.

PART I. FULL-TIME EMPLOYEES

Article 1. General

Section 1 - Purpose

Part I of this Agreement recognizes the Bargaining Unit Representatives as the majority representative of all full-time, regular, non-management and non-confidential employees of the City, excluding the safety personnel, and represents the unit for the matters within the scope of meet and confer, and the Bargaining Unit Representatives accept the duty of fair representation in meet and confer and under this Agreement.

Section 2 - Scope

Meet and confer is limited to wages, hours, and other terms and conditions of employment, and shall not include any items not covered by this Agreement or adopted by reference in this Agreement or any subject preempted by Federal or State law. Amendments to this Agreement that are within the scope of meet and confer shall require prior meet and confer between the Bargaining Unit Representatives and the City.

Section 3 - General Provisions

A. City Employer-Employee Relations Resolution.

The Bargaining Unit Representatives herein adopt by reference the City Employer-Employee Relations Resolution in its present form and as it may be from time to time amended by the City Council.

B. Construction

The rights, powers and authority of the City Council in all matters shall not be modified or restricted except as provided for in this Agreement. In interpreting the language of this Agreement, first the plain meaning of the language shall prevail. If the parties cannot agree on the plain meaning of the language, then the intent of the parties shall be considered; then the trade or industry usage of the language shall be considered.

C. 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, committees, 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 operations; determine the methods, means and personnel by which operations are to be conducted; set work schedules; 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.

D. Employee Rights

The City will make every effort to ensure that the rights of employees are protected.

E. City Procedures

The Bargaining Unit Representatives recognize and hereby adopt by reference the following City procedures:

1. Unit Determination
The City reserves the privilege of establishing units for meet and confer.
2. Jurisdictional Disputes
In the event of jurisdictional disputes between competing employee organizations or unit claims, the employees of all units shall continue working under the agreement in force at the time.
3. Awards
Service Recognition and Special Awards shall be granted or not granted at the discretion of the City Council.
4. Time Spent for Meet and Confer and Grievances
The City allows reasonable time off without loss of benefits for a reasonable number of recognized Bargaining Unit Representatives for the purpose of meet and confer and for grievance representation. Reasonableness is determined by the department Director. Bargaining Unit Representatives must obtain advance approval from their supervisor for time away from their regular duties.
5. Access to Work Location
Bargaining Unit Representatives of Employee Organizations may be allowed reasonable access to work location only after they have obtained permission of the City Manager. Employee Bargaining Unit Representatives must advise supervisors in advance of time they will be away from their regular job duties for approved, scheduled employee organization business as provided under Section E, City Procedures.
6. Use of City Facilities
Employee organizations may, with prior approval of the City Manager or designee, be granted the use of City facilities during nonworking hours for meetings of City employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of City employees.

7. Availability of Data

The City will make available to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth herein and in the California Government Code.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment for reasonable costs, where applicable.

Information that shall be made available to employee organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this procedure shall be construed to require disclosure of the following:

- a. Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to City Policy;
- b. Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record;
- c. Records pertaining to pending litigations to which the City is a party or to claims or appeals that have not been settled.

Nothing herein shall be construed as requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the City.

8. Bulletin Board Space and City's Email System

The City shall make available bulletin board space on existing bulletin boards designated for general employee information for the use of the employee organization in posting notices, following approval of the City Manager. The City and Union will establish a list of locations, which will be maintained by and on file with the Human Resources Manager. The City shall allow limited use of the City's email system to notify members of bargaining unit meetings. All notices are to be provided to the Human Resources Manager for pre-approval. Once approved, the City's email system may be used.

F. Layoffs

The City agrees to meet with the Bargaining Unit Representatives 30 days prior to issuance of any layoff notices for the purpose of conferring over the impact and implementation of said layoffs and to discuss alternatives and options. However, the City Manager shall retain the final decision with respect to the classifications and number of employees to be laid off.

Article 2. Severability and Savings

If any portion of this Agreement, or the application of such portion to any person or circumstance, shall be invalidated by judicial or legislative action, the remainder of this Agreement, or the application of such portion to persons or circumstances other than those as to which it is invalidated shall not be affected thereby and shall remain in full force and effect.

Article 3. Sympathy Action

During the term of this Agreement, neither the Bargaining Unit Representatives nor any person or persons covered by this Agreement shall engage in any sympathy action or action of any type in support of any other unit or units, person or persons, or employee organizations not having an Agreement in effect with the City.

Article 4. Duration of Agreement

This entire Agreement shall commence at 12:00 a.m. on July 1, 2015, and terminate at 11:59 p.m. on June 30, 2017.

At the expiration of this Agreement, in whole or in part and in the absence of a new agreement, this unit and the City agree to continue operating under the provisions of this Agreement until such time as a new agreement is reached, provided, however, that it has been agreed that the new agreement will be retroactive to the expiration of this Agreement.

Article 5. Wages

Wages shall increase by two percent (2%) effective the beginning of the pay period which includes July 1, 2015.

Wages shall increase by two and one half percent 2.5% effective the beginning of the pay period which includes July 1, 2016.

Wages shall be paid in accordance with the salary schedule for all job classifications, attached hereto as Exhibit A.

Article 6. Leaves

Section 1 - Vacation

A. Computing Annual Vacation Leave

All employees in the unit shall be entitled to vacation leave with pay except those employees who have served less than six continuous months in the service of the City.

Annual vacation leave shall be computed in accordance with the following schedule:

<u>Years of Continuous Employment</u>	<u>Vacation Leave Accrual</u>
1 through 5 years	3.692 hours per pay period
After 5 years	4.615 hours per pay period

- To obtain relief or services related to being the victim of domestic violence, sexual assault, or stalking, including the following, with appropriate certification of the need for such services:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as the result of an act of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If an employee's sick leave balance is exhausted, another paid leave (e.g. vacation, comp. time) will be used.

Employees must use available sick leave for the first thirty days of a long-term personal illness, injury or disability.

B. Sick Leave Accrual

All probationary and regular employees within the unit who are employed in regular full-time positions shall accrue sick leave at a rate of 3.69 hours per pay period.

Accumulation of sick leave shall be unlimited.

Employees will not accrue sick leave while on leave-without-pay status.

C. Family Sick Leave

An employee may use accrued sick leave up to forty eight hours in each fiscal year to care for a parent, parent in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling. . Employee must notify his/her supervisor in advance, if possible, when such leave is being taken and so note in the comments section on his/her time card as well as on a Leave Request, if done in advance. An employee cannot use personal sick leave in place of Family Sick Leave, and must use other available accrued leave when Family Sick Leave is exhausted.

D. Notification

In order to receive compensation while absent on sick leave, the employee shall provide notification to his/her department in the manner established by the department Director prior to or within two hours after the time set for the beginning of duties.

An employee who is required to open facilities for the public or who is required to arrive to work and relieve another single employee on duty shall call in within one hour prior to the beginning of the work shift.

Absent extenuating circumstances, failure to fulfill notification requirements will cause such time

off to be considered leave of absence without pay.

Certification by the employee's physician may be required in order to receive compensation for sick leave over three working days at one time if an abuse of sick leave is suspected, or if an unusual pattern of use has been documented and the employee has been formally counseled regarding the pattern. This requirement is at the discretion of the department Director with approval from the Administrative Services Director.

In the event an employee does not have a sufficient amount of accumulated sick leave to receive full compensation while absent due to a qualifying reason, other accumulated leaves must be used before the employee goes to a leave without pay status. Leave without pay may only be granted in accordance with the Personnel Rules.

E. Worker's Compensation Illness or Injury

Sick leave shall be used for on-duty hours used for medical evaluations, treatments, or other medical related activities associated with a worker's compensation illness or injury. If the employee's sick leave balance is exhausted, another paid leave (e.g., vacation, comp. time) will be used in its place.

F. Annual Conversion of Sick Leave

In the last full pay period of the fiscal year, an employee must convert sick leave to cash under the following conditions:

1. After conversion, employee must have a minimum balance of 168 hours of sick leave.
2. The employee has used 32 hours or less of sick leave in the immediately preceding 12 months.
3. An employee must convert 50% of the annual sick leave accrual, less sick leave used in the immediately preceding 12 months, up to a maximum of 40 hours. Sick leave use includes use of family sick leave.

Example: employee used 16 hours in preceding 12 months
96 hours of annual accrual x 50% = 48 hours
48 hours - 16 used = 32 hours converted to cash

G. Retirement Health Savings Plan (RHSP)

1. Regular full-time employees that satisfy the provision contained in Article 6, section 2.F. must contribute 50% of their annual sick leave conversion to a Retirement Health Savings Plan as a cash deposit (e.g., an employee that is eligible to convert 40 hours of sick leave would receive the equivalent of 20 hours in cash and the equivalent of 20 hours would be contributed to their Retirement Health Savings Plan as a cash deposit).
2. Any fees related to the RHSP will be paid by employees.
3. The annual RHSP contribution shall take place in the last full pay period of the Fiscal Year.
4. In the event of an employee's death, if the employee is a participant in the RHSP and does

not have a surviving spouse or surviving IRS qualified dependent/s, the employee's Retirement Health Savings account balance shall remain in the trust (i.e., RHSP) to be allocated among all RHSP Non-Safety Employee participants. The allocation will be on a pro-rata share, based upon RHSP Non-Safety Employee participant account balances.

H. Payout of Sick Leave

After five years of continuous employment with the City and upon retirement, an employee will receive compensation for unused sick leave as follows:

1. Upon retirement, an employee will receive 50% of all sick leave hours accrued in the form of a deposit to their Retirement Health Savings Plan account. Effective the pay period that includes July 1, 2015, payout of sick leave shall be provided on a graduated scale for employees who retire, based on years of service as follows:
 - a. An employee who retires after 5-9 years of service will receive 50% cash-out, with a cap of \$6,000.
 - b. An employee who retires after 10-14 years of service will receive 50% cash-out, with a cap of \$8,000.
 - c. An employee who retires after 15, or more, years of service will receive 50% cash-out with a cap of \$10,000.
 - d. Each cap will increase by the same percentage as across-the-board wage increases, beginning with the July 1, 2016 wage increase (e.g., \$6,000 cap will increase by 2.5% to \$6,150 effective July 1, 2016).
2. Upon leaving City employment for reasons other than retirement, employee will receive 50% of all sick leave hours accrued. Calculations will be at the employee's rate of pay at the time of termination and payout will not exceed \$2,000.
3. Upon the death of an employee, compensation for unused sick leave shall be at the same rate as the retirement benefit. Payment shall be made to the employee's designated beneficiary.

Section 3 - Holidays

A. Designated Holidays

The holidays for employees in this unit are as follows:

New Year's Day	January 1
Martin Luther King Day	3rd Monday - January
President's Day	3rd Monday-February
Memorial Day	Last Monday-May
Independence Day	July 4
Labor Day	1st Monday-September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday-November
Day after Thanksgiving	4th Friday-November
Christmas Day	December 25

Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.

To be eligible for holiday pay, an employee must be in a paid status in the pay period that includes the holiday.

B. Holiday Pay

1. The City will pay nine hours for each Designated Holiday for those employees whose regular work schedule is a nine hour workday. For holidays falling on a Friday, Holiday pay shall be eight hours. Holiday pay will remain at eight hours for any employee whose regular work schedule is an eight hour workday.
2. Payment of two times the employee's regular rate of pay shall be paid for all unscheduled hours worked on a Designated Holiday.
3. If a Designated Holiday falls on an employee's regular day off, or on a day that City Hall is closed (i.e. dark Friday), the employee will receive eight (8) flex day accrual hours, which can be used in one hour increments following the pay period in which it is received. Effective the pay period that includes July 1, 2015, employees in the Bargaining Unit will be allowed to accumulate flex day accrual hours up to a cap of 24 hours. Once the cap is reached, an employee will not receive additional flex day accrual hours until such time as the employee uses flex day accrual hours below the cap.
4. A Water Treatment Plant Operator who works a Designated Holiday will be paid two times their regular rate of pay for the first eight hours of holiday worked. This overtime compensation will be paid in cash only; compensatory time off (CTO) cannot be earned for time worked on a Designated Holiday.
5. Full-time and three quarter-time Community Services employees and Public Works employees in the Park Maintenance Worker classification, who are required to work on a Designated Holiday, will be paid two times their regular hourly rate of pay for working the holiday.
6. Other than as noted for Water Treatment Plant Operators in paragraph 4.B. of this Section, employees may request time off in lieu of pay for a holiday worked. The times at which an employee may take his/her holiday in lieu shall be approved by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City. The employee will continue to receive holiday pay for the holiday worked.
7. In addition to pay for hours worked, employees in this unit shall be paid holiday pay, whether on or off duty, on a Designated Holiday.

C. Holiday Closures

1. City Hall and other non-essential City facilities will be closed on:
 - a) Thursday, December 24, 2015, 7:30 a.m. to 5:30 p.m.; and
 - b) Thursday, December 31, 2015, 7:30 a.m. to 5:30 p.m.; and
 - c) Tuesday, December 27, 2016, 7:30 a.m. to 5:30 p.m.; and
 - d) Wednesday, December 28, 2016, 7:30 a.m. to 5:30 p.m.; and
 - e) Thursday, December 29, 2016, 7:30 a.m. to 5:30 p.m.;

2. The New Year's Day holiday that would typically be observed on Monday, January 2, 2017 will be moved to Tuesday, December 27, 2016. Monday, January 2, 2017 will be a normal work day and all facilities will be open.
3. Approximately 60 days prior to holiday closures the Bargaining Unit and Management will develop an operational plan for essential facilities (e.g., Water Treatment Plant, ERT, Community Services, and Parks).
4. Actual times may vary, depending upon specific work schedules and normal facility hours.
5. These closures will not be observed as paid holidays.
6. Employees' available leave hours (e.g., vacation, compensatory time, or benefit day) will be charged for this time.
7. If an employee has been employed with the City for less than six months, they will be given access to, and required to use, their benefit day hours and/or accrued vacation hours.
8. If an employee has insufficient vacation, compensatory time, or benefit day hours, the time will automatically be charged as leave without pay after they have exhausted all available paid leave (other than sick leave).
9. If an employee is called to work during any of the closure times, and during what would have been their regularly scheduled work hours, they will not be charged leave for the hours worked.
Example: If an employee works for four hours during what would have been their regularly scheduled work hours, they will be paid for the hours worked and will not be charged leave hours for that time. However, they will be charged leave for the remaining hours.
10. A two-hour minimum will be used for call-outs.
Example: If a standby employee works for 45 minutes during what would have been their regularly scheduled work hours, they will not be charged leave for two hours. However, they will be charged leave for the remaining hours.
11. The City will seek measures to minimize the possibility of call-outs during the closure dates/times.
12. At the discretion of the department director, some employees may have to work due to operational demands.

Section 4 - Benefit Day Hours

In addition to provisions for vacation, sick leave, and holidays set forth elsewhere herein, each employee who has completed an initial probationary period of no less than six months shall have available 16 benefit day hours each fiscal year. Eight of the 16 benefit day hours is for Cesar Chavez Day which will remain as an unscheduled benefit day until 10 other cities in San Diego County close

their offices in observance of this day, at which time it shall be observed as a fixed holiday on the day so designated. If Cesar Chavez Day becomes a fixed holiday as described herein, the number of benefit day hours shall be reduced to eight (8). The times at which an employee may use benefit day hours shall be determined by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Benefit day hours may be taken in one-hour increments. If not taken by the end of the last full pay period of the fiscal year, any remaining benefit day hours shall be forfeited. Employees who terminate employment shall be paid in a lump sum for the value of any remaining benefit day hours.

Section 5 - Bereavement Leave

In the event of a death in the family, regular and probationary employees shall be eligible for up to 40 hours off with pay to attend the funeral or make funeral arrangements, subject to the following provisions:

- A. The relatives designated shall include child, parent, spouse, sibling, grandparent, grandchild, and domestic partner. It shall also include "in-law" relatives and those relationships generally called "step".
- B. Bereavement leave is not compensable when the employee is on leave of absence, bona fide lay off, or for days falling outside the employee's regular work period.
- C. All requests for bereavement leave shall be made in writing as soon as practical but in no event later than the first day back to work, and shall be subject to approval of the Human Resources Manager or designee.

Section 6 - Jury Duty

Employees shall be compensated at the regular rate of pay for serving jury duty during the employee's scheduled work hours. The duration of jury duty and hours to be compensated shall be in accordance with City policy and the Personnel Rules.

Article 7. Payroll and Work Week

Section 1 - General

A. Regular Paydays

Regular paydays are designated as every other Friday for the two-week period ending the previous Sunday. In no event shall the City advance pay, including pay for earned vacation, without the prior written approval, on a case-by-case basis, by the City Manager.

B. Community Services Work Schedule

Work schedules for Community Services employees and Public Works employees in the Park Maintenance Worker classifications will be posted every Monday by 8:00 a.m., seven days prior to the day the schedule begins the following Monday.

Requests for vacation or compensatory time off must be received in writing by the employee's supervisor or his/her designee two weeks or 14 days prior to posting of the employee schedule. Leave requests will be acknowledged in writing by the department.

Employees may be called in to work other than for scheduled hours due to sick leave,

emergency leave or unavailability of a scheduled employee. Such additional work will be paid at straight time except as otherwise required in the MOU.

Employees whose hours are changed as the result of an error or oversight in the posted schedule shall receive overtime pay for all hours that fall outside the originally scheduled hours. An employee's hours cannot be changed once the schedule is posted in order to avoid payment of additional overtime.

Section 2 - Overtime

No employee may work overtime without advance approval. Employees who do not secure prior approval may be subject to disciplinary action pursuant to established guidelines for discipline.

Unscheduled hours worked on Sundays and Designated Holidays, as defined in Article 6, Section 3 shall be paid at double the employee's base hourly rate of pay.

Employees in this unit shall be paid one and one half times (1.5) their hourly rate of pay for all hours worked in excess of eight hours in one day or 40 hours in one work week. Employees whose regularly scheduled work hours are in excess of eight hours in one workday are only entitled to receive overtime pay for the hours worked beyond their regularly scheduled workday or 40 hours in one work week.

Filtration Plant employees assigned to work the 48 hour weekend shift shall be paid overtime at one and one half times (1.5) their base hourly rate of pay for all hours worked in excess of 40 hours. Employees working overtime will continue to receive overtime pay after 12:00 a.m. for continuous hours worked including meal and rest periods, provided regular hours worked the following day will be paid at the employee's regular rate of pay.

A minimum of two hours pay, at the rate of one and one half times (1.5) the base hourly rate of pay, shall be paid for each incident of callback overtime. Callback overtime is unscheduled overtime as opposed to scheduled overtime or an early start or extended shift.

For the purpose of computing overtime, hours of paid leave and holiday pay shall be considered as hours worked.

Section 3 - Compensatory Time-Off (CTO)

A. CTO Accumulation and Use

The times at which an employee may take compensatory time shall be determined by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Compensatory time off, in lieu of overtime, shall be taken as one and one half (1.5) hours off for each overtime hour worked.

The maximum accumulation of compensatory time off shall be 80 hours.

1. In the event an employee accrues 80 hours of compensatory time in any one fiscal year, the employee will be ineligible to work overtime for compensatory time off for the remainder of that fiscal year and will only be eligible for cash compensation for overtime worked unless the employee uses CTO and brings the accrued balance below 80 hours.
2. Once an employee uses CTO and brings the balance below 80 hours, the employee

may again accrue CTO hours up to 80 hours.

3. The department Director or designee shall determine the times at which an employee may take CTO with due regard for the wishes of the employee and particular regard for the needs of the City.
4. An employee's CTO balance will be cashed out to zero in the final pay period of the fiscal year at the employee's then base hourly rate of pay. Said cash payment may only occur as part of the final pay period of the fiscal year in which the compensatory time off was accrued.
5. Upon separation from employment, an employee's CTO balance will be cashed out at the employee's then base hourly rate of pay.

B. CTO Carryover

Employees shall have the option to request a carryover of up to 40 hours of CTO at the end of the fiscal year. Such requests must be made in writing to the Human Resources Manager no later than June 1 or the soonest business day thereafter. All hours over the amount approved for carry over will be cashed out at the employee's then base hourly rate of pay.

Section 4 - Deductions

A. Dues Deduction

Upon submittal by the Union of a signed copy of an authorization card, the City agrees to deduct the amount authorized by the employee. The City shall remit the deducted amount to the Union as soon as possible after the deduction is made.

B. Withdrawal of Dues Deduction

Employees who wish to withdraw their membership from the Union shall do so by filing the request in writing to the Local Union. The Union will process such a request as soon as possible after it is received, and will also notify the City promptly to stop the dues deduction.

Section 5 - Work Hours

The City agrees to make available a flexible work schedule when possible. Work schedule and operating conditions will be determined by the City to insure all necessary service can be maintained without adverse impacts. Continuation of the program will be at the discretion of the City Manager. It is understood that it may not be possible to extend this schedule to all operations of the City due to service needs. It is understood that employees who work a 9/80 schedule shall not receive shift differential as a result of going to a 9/80 or flex schedule.

The 9/80 work schedule shall be defined as working eight, nine-hour, days and one, eight-hour day in a two week pay period, plus an unpaid lunch break during each work shift, totaling forty hours in each FLSA workweek. For all employees working a 9/80 work schedule, their designated FLSA workweek (40 hours in length) shall begin exactly four hours after the start time of the employee's eight hour shift on the day of the week that corresponds with the employee's alternating regular day off.

Article 8. Benefits

Section 1 - Hospital and Medical

The first day of the month following date of hire, an employee, upon proper application and acceptance, shall be covered by health and dental benefits with coverage as set forth from time to time in the agreement between the City and the carrier(s).

Health benefit premiums for each employee shall be paid in full by the City. Dependents of each employee may also be covered by health benefit coverage, upon proper application and acceptance. The cost of dependent coverage of the medical and dental plan will be shared equally between the City and the employee. The employee's share of the cost will be made through payroll deduction. The parties to this Agreement agree to work with the City Insurance Committee to keep the overall cost of future premium increases to a minimum.

Section 2 - Eye Care

The City will provide an eye care plan. The City shall pay 100 percent of the premium for the employee and his/her dependent coverage.

Section 3 - Life Insurance

The first day of the month following date of hire, an employee, upon proper application and acceptance by the insurance carrier, shall be covered under a group life insurance plan for the amount of one and one half (1.5) times base annual salary.

Section 4 - Long-term Disability Income Insurance

This employee benefit provides for the payment of a monthly income benefit payment for those covered employees totally disabled by injury or sickness as determined by the insurer.

The benefit provided under this coverage will be 66^{2/3} percent of the employee's base salary. The insurance carrier is responsible for acceptance of the claim and calculating the exact benefit amount, based on each individual's income status.

The insurance carrier for this coverage requires a 30 day waiting period from the first day of the disability to the beginning of the monthly benefit payment period.

Monthly benefits are paid, with certain exceptions, as explained in the Group Insurance handbook, until the recovery from the injury or sickness or until the employee reaches age 65.

The City pays 100percent of the premium.

An employee must first use sick leave then other accrued leave to supplement coverage under this benefit up to, but not in excess of, 100percent of his/her base rate of pay.

Section 5 - Flexible Spending Benefits Program

The City will maintain a Flexible Benefits Program during the term of this Agreement in accordance with applicable IRS statutes and the Affordable Health Care for America Act (AHCAA) in order to provide employees the greatest possible tax benefit.

Section 6 - Deferred Compensation

A. 457 Plan

Effective the pay period that includes July 1, the City will provide a dollar-for-dollar match for each employee's contributions to the 457 deferred compensation plan each fiscal year as follows:

1. \$650 effective July 1, 2015; and
2. \$800 effective July 1, 2016

B. 401(a) Plan

The City will provide a 401(a) Deferred Compensation Plan. One of the City's purposes in providing this benefit is to help employees pay for medical costs when they retire. The City will contribute \$38 per employee per full biweekly pay period to the 401(a) plan. Employees hired on or before June 30, 2004, shall have a one-year vesting period for the 401(a) plan. For employees hired on or after July 1, 2004, the vesting schedule will be as follows:

- From date of hire until second anniversary – 0% of accumulated value
- Second anniversary of employment – 20% of the accumulated value
- Third anniversary of employment – 40% of the accumulated value
- Fourth anniversary of employment – 60% of the accumulated value
- Fifth anniversary of employment – 80% of the accumulated value
- Sixth anniversary of employment – 100% of the accumulated value

Section 7 – Employee Benefits Review

The City and Bargaining Unit agree to establish a joint committee with up to four Bargaining Unit representatives to evaluate employee benefits, including the proposed elimination of the Anthem Blue Cross Point of Service (POS) Plan. The committee will hold at least two meetings prior to the start of the 2016 and 2017 Plan Years as follows:

1. The 2016 Plan Year review will review and confirm the healthcare conditions facing the City (e.g., rising costs, ACA provisions); review Plan alternatives available to reduce both City and employee healthcare costs; and identify near-term Plan modifications for possible implementation with the 2016 Plan Year. It is not anticipated the POS Plan would be eliminated at this time.
 - a. August 2015 – Review Strategic Planning Report (State of the Market, ACA, Benchmarking)
 - b. September 2015 – Review Marketing Analysis (Renewal Rates, Plan Alternatives)
2. The 2017 Plan Year review will review and re-confirm the healthcare conditions facing the City; review Plan alternatives available to further reduce both City and employee healthcare costs; and identify a long-term Plan alternative for implementation with the 2017 Plan Year. Although it is anticipated the POS Plan would be eliminated at this time, changes in market conditions and/or ACA requirements may allow for possible continuation.
 - a. August 2016 – Review Strategic Planning Report
 - b. September 2016 – Review Marketing Analysis

Section 8 – Computer Loan Program (Employee Computer Purchase Program Policy & Procedures)

Any regular City employee who has completed his/her initial probationary period is eligible to apply for a loan under the City's Computer Program. Participants must agree to comply with the requirements and provisions of the Program. Participants will be eligible to make an initial computer purchase or upgrade their existing computer system through this program.

Maximum loan amounts are established based upon the type of computer system being purchased, per the City's policy.

Article 9. Special Pay

Section 1 - Tuition Reimbursement

- A. The actual cost paid for tuition, books and required technical supplies and equipment, to a maximum of \$1,500 per fiscal year per employee, will be refunded to all regular City employees for professional and technical courses in accredited educational institutions provided that:
1. The employee has received at least a satisfactory rating on his/her last performance report;
 2. The subject matter of the course relates directly to and contributes toward the performance of the employee's position with the City;
 3. The employee submits a Request for Tuition Reimbursement form to the department Director and Human Resources within three weeks after the beginning of the course. The form shall be accompanied by a description of the course provided by the education institution (e.g., course catalog description), which describes the course content; and
 4. Before receiving reimbursement the employee shall furnish proof of payment and evidence that he/she has completed the course with:
 - a. A grade of "C" or better in undergraduate work or a grade of "B" in graduate work. A grade of "C" or better will be accepted for graduate work from institutions where an average grade of "C" is acceptable for graduation, or
 - b. A "pass" or "credit" for those classes where a pass/fail or credit/no credit grading system is used.
- B. Regular City employees may also request reimbursement for actual cost paid for tuition, books and required technical supplies and equipment, to a maximum of \$1,500 per fiscal year per employee, for courses that result in the issuance of Continuing Education Units (CEUs) or Continuing Education contact hours required for certification renewal, so long as:
1. The employee has received at least a satisfactory rating on his/her last performance report;
 2. The subject matter of the course relates directly to and contributes toward the performance of the employee's position with the City;
 3. The employee submits the Request for Tuition Reimbursement to the department Director and Human Resources prior to the course. The employee shall include with the Request a description of the course from the provider offering the course, demonstrating that the course is acceptable for continuing education contact hours. Failure to obtain preapproval risks that the course is deemed ineligible and the employee cannot be reimbursed; and
 4. Prior to receiving reimbursement, the employee shall furnish proof of payment, evidence that he/she has completed the course and verification or proof that all eligible CEUs or

contact hours were earned and awarded for the course.

Section 2 - Uniforms and Equipment

The City will provide and maintain all uniforms that are required by the City for Community Services lake/park and recreation employees, and Public Works employees as follows:

A. Safety Shoes

Safety shoes shall be worn by employees as required by the City. The department will establish and furnish to the Human Resources Manager a list of classifications required to wear safety shoes. The list will be updated by January 1 of each year and on an as needed basis, with the concurrence of the Union.

Employees shall be provided reimbursement for safety shoes and/or inserts, laces, toe-protectors or resoling of safety shoes up to \$200 each fiscal year, on an as-needed basis as determined by the division manager. Employees may purchase more than one pair of safety shoes each fiscal year, as needed, within the annual \$200 maximum.

In order to receive reimbursement, the employee must submit original receipts as proof of purchase to their department for approval. Reimbursement will be made through accounts payable. All other safety clothing required in the performance of duties shall be furnished by the City.

B. Uniforms - General

The City will provide eleven sets of uniforms for those employees required to wear uniforms, except Community Services employees. City-provided uniforms shall mean any combination of pants or shorts and uniformed shirts or tee shirts totaling eleven sets. One set of City-provided uniforms shall mean one pair of pants or shorts, and one uniformed shirt or tee shirt. Six additional t-shirts shall be provided for those employees actively participating in the Standby Emergency Response Technician (ERT) pool.

Employees may elect to wear City-approved summer attire. The department Director shall determine the type and standards of maintenance for summer attire.

City will replace tee shirts on a one-for-one basis as needed and determined by the appropriate division manager.

City shall determine maintenance standards for uniforms and equipment. Employees will be required to maintain these standards.

C. Uniforms – Community Services Employees

The City will provide shirts and one jacket for those employees required to wear uniforms. Employees may elect to wear City approved shorts during the summer. All summer attire must be City approved.

Community Services shall provide all employees with new uniform shirts, which shall be replaced on an as-needed basis. It is the employee's responsibility to replace lost or stolen jackets. The City will replace worn-out jackets.

D. Uniforms - Park Rangers

The City will provide Park Rangers and the Recreation Coordinator assigned to interpretive services uniforms upon hire and replace/repair such items as needed and as determined by the division manager. Uniforms will be purchased directly, not rented through a service. Uniform detail is as follows:

1. Full-time (5 days per week employee):

Uniform shirts: 7

Uniform pants: 7

Hats: 3

Jacket: 1

Uniform polo: 3

2. Part-time (3 days per week employee):

Uniform shirts: 5

Uniform pants: 5

Hats: 2

Jacket: 1

Uniform polo: 2

These employees will still receive a Safety Shoe allowance. In addition to the uniforms, City will provide nametags, patches, and badges as required for these classifications.

E. Jackets

Public Works employees generally assigned to fieldwork shall receive one jacket per fiscal year on an as needed basis as determined by the division manager.

F. Uniform allowance as defined by the California Public Employees Retirement System (CalPERS) is a form of "compensation" for "classic" CalPERS members for CalPERS purposes only. As such, any uniform allowance or the value of uniforms provided by the City will be reported to CalPERS as part of the employee's annual gross income for purposes of computing the employee's and City's CalPERS contribution. Under the California Public Employees' Pension Reform Act (PEPRA), a uniform allowance or the value of uniforms is not considered pensionable compensation for "new members" of CalPERS.

Section 3 - Meal Reimbursement

In the event an employee is required to work in excess of 12 consecutive hours, the City shall reimburse the cost of a meal in an amount not to exceed \$12, if a meal is not otherwise provided. For purposes of determining consecutive hours worked, meal and rest periods will be considered hours worked.

Section 4 - Travel Expenses

A. Prior approval of the department Director and final approval of the City Manager shall be required prior to reimbursement for travel expenses.

B. Employees using their own vehicle on approved City business travel will be reimbursed at the

approved IRS reimbursement rate.

- C. Employees on approved official business away from the City will be reimbursed for actual and necessary expenses incurred in accordance with the City's Travel and Meeting Reimbursement policy.
- D. In order to be reimbursed, employees must include original receipts for all expenses with the reimbursement claim form.
- E. Advances of travel expenses may be allowed at the sole discretion of the City Manager.

Section 5 - On-Call Time

A. Field Forces

1. On-call time shall be governed by the Public Works on-call procedures.
2. The City shall maintain a list of eligible Public Works field personnel who have agreed to stand by for callback (Standby) as required.
3. The call-out list shall consist of qualified employees as determined by the Director of Public Works.
4. Each employee shall be paid \$350 for each seven-day Standby period served.
5. The Standby employee will receive an additional \$100 for each Designated Holiday (as defined in Article 6, Section 3 of this MOU) that falls within the Standby period for which they stand by for callback. This additional compensation shall be awarded for the Designated Holiday, not the day observed, for those holidays falling on a Saturday or Sunday.
6. In the event a Designated Holiday falls on the last day of a Standby period (e.g., Standby period ends on a Wednesday which is a Designated Holiday), the employee will remain on Standby until the following day and shall be compensated an additional \$50 (1/7th of pay for full Standby period) for the additional day of Standby.
7. Substitution by another member of the Standby duty list is allowed if the scheduled Standby employee cannot respond because of special circumstances. In the event of a substitution for Standby duty, the substituting employee must perform Standby for a minimum of one 24-hour period. The substituting employee will be compensated \$50 for each day served. The total amount paid to the substituting employee(s) will be offset against and reduce the Standby compensation paid to the regular Standby employee.
8. List members shall meet the following qualifications:
 - a. Must reside within a community that allows a reasonable response time to an emergency, as determined by the Director of Public Works.
 - b. Must be approved by the appropriate division manager with the concurrence of the department Director.
9. The Standby person will be on call from the end of the scheduled work day to the scheduled

start of the next workday. During weekends, from the end of the workweek to the beginning of the next work day, and the 24 hours of a Designated Holiday.

10. A two-hour minimum will be paid for each call-out.

- a. Time starts for the call-out when the Standby person receives the call from the Filtration Plant.
- b. Time stops and call-out is complete when the Standby person notifies the Filtration Plant that the call is completed.
- c. An employee who is contacted while serving a call-out (as defined above) and is called to another site for additional duties shall not be compensated for a second or subsequent call-out for this assignment. However, if the employee has left the work site, or sites, is actually returning, or has returned to his/her original point of contact, and is then called out again, the employee shall be compensated for an additional call-out.
- d. Weekday and Saturday call-out time will be paid at one and one-half (1.5) times the hourly rate of pay.
- e. Sunday and holiday call-out time will be paid at double the hourly rate of pay. Holidays will be rotated equally among those persons on the list inasmuch as possible.
- f. When in a Standby status and required to respond to a trouble call through telephone action, Standby personnel will be compensated for telephone time in 15-minute increments on an overtime basis.

11. It is agreed that the On-Call procedure is subject to revision by the Director of Public Works, following consultation with representatives of the Bargaining Unit. It is understood that this Section does not allow for a reduction in Standby compensation.

B. Operational Conditions

1. The Standby person will carry a City cell phone when away from his/her listed contact phone number.
2. The Standby person cannot engage in any activity that would impair judgment or prohibit a response while on Standby.
3. Calls to the Standby person will be placed by the Treatment Plant Operator.
 - a. Treatment Plant Operator will screen calls to determine need to contact Standby person.
 - b. Upon being contacted by the Treatment Plant Operator, the Standby person is responsible to determine the course of action.
 - c. Should the Standby person fail to respond to a call, (s)he forfeits Standby pay for that day.

- d. The Treatment Plant Operator stands by to assist, when possible, in contacting additional employees when needed.
 - e. Should the Standby person need assistance, the Treatment Plant Operator will first attempt to call list members in sequential order. When the assistance requires specialized personnel who are better qualified to perform a specific task, the Treatment Plant Operator may call back the first person(s) from the list qualified to perform the specific task.
 - f. Upon call completion, the Standby person will advise the Treatment Plant Operator of the action taken so that it can be properly logged.
4. During a serious emergency, such as a water main break, the Standby person will stand by to assist the crew in making repairs, but will remain flexible in case of other call-outs during this time.
 5. Employees who are assigned Standby duty may request the use of a City truck, subject to department Director approval. The City truck shall be available to the employee during Standby for use as is necessary to ensure that the employee is readily available for call out. However, the employee should use discretion and common sense in the use of the vehicle and at all times be aware that they are a public relations representative to the public and their actions will be scrutinized by the public. Further, the employee must ensure any personal use is consistent with City policy.

C. Filtration Plant

1. The City shall maintain a list of eligible Public Works personnel who have agreed to stand by for callback as required.
2. The call-out list shall consist of qualified employees as determined by the Director of Public Works.
3. Each employee shall be paid \$350 for each seven-day Standby period.
4. The Standby employee will receive an additional \$100 for each Designated Holiday (as defined in Article 6, Section 3 of this MOU) that falls within the Standby period for which they stand by for callback. This additional compensation shall be awarded for the Designated Holiday, not the day observed, for those holidays falling on a Saturday or Sunday.
5. In the event a Designated Holiday falls on the last day of a Standby period (e.g., Standby period ends on a Wednesday which is a Designated Holiday), the employee will remain on Standby until the following day and shall be compensated an additional \$50 (1/7th of pay for full Standby period) for the additional day of Standby.
6. Substitution by another member of the Standby duty list is allowed if the scheduled Standby employee cannot respond because of special circumstances. In the event of a substitution for Standby duty, the substituting employee must perform Standby for a minimum of one 24-hour period. The substituting employee will be compensated \$50 for each day served. The total amount paid to the substituting employee(s) will be offset against and reduce the Standby compensation paid to the regular Standby employee.

7. List members shall meet the following qualifications:
 - a. Must reside within a community that allows a reasonable response time to an emergency, as determined by the Director of Public Works.
 - b. Must be rated as a Utility Systems Mechanic, Utility Systems Technician, or Senior Utilities Systems Technician, and approved by the appropriate division manager with the concurrence of the department Director. Once an employee leaves a position in these class series, all rights to on-call time are forfeited.
8. The Standby roster will be scheduled as follows with the participation of list members:
 - a. Scheduled quarterly with the Director of Public Works or designee.
 - b. Order of names to be maintained as consistent as practical.
 - c. Names to be rotated progressively up the list weekly from the bottom position on up to the top Position 1.
 - d. The member in Position 1 will be the Standby person on call.
 - e. List members may substitute positions temporarily among themselves to allow for special circumstances as stated in this section.
9. The Standby person will be on call from the end of the scheduled workday to the scheduled start of the next work day. During weekends from the end of the workweek to the beginning of the next workday, and the 24 hours of a Designated holiday.
10. Employees who are assigned Standby duty may request the use of a City truck, subject to department Director approval. The City truck shall be available to the employee during standby for use as is necessary to ensure that the employee is readily available for call out. However, the employee should use discretion and common sense in the use of the vehicle and at all times be aware that they are a public relations representative to the public and their actions will be scrutinized by the public. Further, the employee must ensure any personal use is consistent with City policy.
11. A two-hour minimum will be paid for each call-out.
 - a. Time starts for the call-out when the Standby person receives the call from the Filtration Plant.
 - b. Time stops and call-out is complete when the Standby person notifies the Filtration Plant that the call is completed.
 - c. An employee who is contacted while serving a call-out (as defined above) and is called to another site for additional duties shall not be compensated for a second or subsequent call-out for this assignment. However, if the employee has left the work site, or sites, is actually returning, or has returned to his/her original point of contact, and is then called out again, the employee shall be compensated for an additional call-out.

- d. Weekday and Saturday call-out time will be paid at one and one-half (1.5) times the hourly rate of pay.
 - i. Sunday and holiday call-out time will be paid at double the hourly rate of pay. Holidays will be rotated equally among those persons on the list inasmuch as possible.
 - ii. When in a Standby status and required to respond to a trouble call through telephone action, Standby personnel will be compensated for telephone time in 15-minute increments on an overtime basis.
12. It is agreed that the On-Call procedure is subject to revision by the Director of Public Works, following consultation with representatives of the Union. It is understood that this Section does not allow for a reduction in Standby compensation.

D. Operational Conditions

- 1. The Standby person will carry a City cell phone when away from his/her listed contact phone number.
- 2. Calls to the Standby person will be placed by the Treatment Plant Operator.
 - a. Treatment Plant Operator will screen calls to determine need to contact Standby person.
 - b. Upon being contacted by the Treatment Plant Operator, the Standby person is responsible to determine the course of action.
 - c. Should the Standby person fail to respond to a call, (s)he forfeits Standby pay for that day.
 - d. The Treatment Plant Operator stands by to assist, when possible, in contacting additional employees when needed.
 - e. Should the Standby person need assistance, the Treatment Plant Operator will first attempt to call list members in sequential order. When the assistance requires specialized personnel who are better qualified to perform a specific task, the Treatment Plant Operator may call back the first person(s) from the list qualified to perform the specific task.
 - f. Upon call completion, the Standby person will advise the Treatment Plant Operator of the action taken so that it can be properly logged.

Section 6 - Shift Differential

A. Filtration Plant Employees

Filtration Plant employees required to work the afternoon and evening shift (3:00 p.m. to 11:00 p.m.) and the night shift (11:00 p.m. to 7:00 a.m.) shall be entitled to receive shift differential pay of 7.5% in addition to their regular rate of pay. Filtration Plant employees assigned to work the forty-eight (48) hour weekend shift shall receive shift differential while working from 3:00 p.m. to 11:00 p.m. on Saturday and Sunday and while working from 11:00 p.m. to 7:00 a.m. on Saturday night and Sunday night.

B. Public Works Employees

Public Works employees in the Park Maintenance Worker classification who are assigned a work schedule beginning at or after 11:30 a.m. which requires them to work a shift that ends between the hours of 3:30 p.m. and 5:00 a.m. shall be entitled to shift differential pay of \$0.70/hour in addition to their regular hourly rate of pay regardless of when the employee's meal period is scheduled. However, if the meal period is scheduled outside these hours, the employee will be paid shift differential only for the hours actually worked.

Public Works employees who are required to work an evening schedule outside of their normal work schedule shall receive shift differential pay of \$0.70 per hour only when the employee does not qualify to receive overtime for working during the normal work schedule on the following day.

C. Community Services Employees

Community Services employees in the Park Ranger and Senior Dock Attendant classifications who are assigned a work schedule beginning at or after 11:30 am which requires them to work a shift that ends between 3:30 p.m. and 5:00 a.m. shall be entitled to shift differential pay of \$0.70/hour in addition to their regular hourly rate of pay regardless of when the employee's meal period is scheduled. However, if the meal period is scheduled outside these hours, the employee will be paid shift differential only for the hours actually worked.

D. General

Employees scheduled to work during the general office hours of 7:30 a.m. to 5:30 p.m. will not receive shift differential pay for hours worked between 3:30 p.m. and 5:30 p.m.

Section 7 - Callback Time

Employees called back to work after expiration of their normal work day or work week to perform emergency work shall be guaranteed minimum call-back time of two hours at the appropriate overtime rate.

Employees who respond to an after-hours trouble call through telephone action will be compensated for telephone time in 15-minute increments.

Section 8 - HVAC Certification Pay

Employee(s) in the classifications of Facilities Technician and/or Facilities Maintenance Crew Leader may be assigned to perform HVAC-related duties, subject to certification in TAC Vista Operations.

Employee(s) assigned to the HVAC-related duties and who receive the TAC Vista Operations certification shall receive a salary differential of 10% above their salary range and step.

The number of positions selected for this assignment shall be at the sole discretion of the Director of Public Works, subject to City Manager approval, in accordance with the needs of the City.

Section 9 – Bilingual Pay

The City agrees to study bilingual pay (organization need, eligibility, compensation, certification, etc.)

and develop a recommendation by June 2016.

Article 10. Service

Section 1 - Probation

All appointments, including promotional appointments, shall be for a probationary period of not less than six (6) months. During the probationary period, the employee may be rejected at any time without the right of appeal or hearing.

Any employee rejected during the probationary period from a position to which he/she has been promoted shall be reinstated to a position in the class from which he/she was promoted unless he/she is discharged for cause from the City.

A supervisor may, with concurrence of the department Director, require an extension of an initial probationary period, upon a less than satisfactory performance evaluation.

On recommendation of his/her supervisor and with the concurrence of the department Director, a non-probationary employee may be placed on special probation. An employee placed on special probation has the right of direct appeal to the City Manager. If the employee intends to appeal, he/she must inform the City Manager of that intention within 10 calendar days from the date the employee is placed on special probation.

Section 2 - Safety

The unit adopts the following by reference:

- A. The City has a Central Safety Committee with representatives from all units.
- B. The City has an Injury & Illness Prevention Policy (IIPP).
- C. The City and all employees shall comply with any applicable Federal and State laws.
- D. The City and all employees shall comply with any policy and/or procedure that may from time to time be promulgated by the City Manager.

Section 3 - Temporary Assignment to a Higher Level Vacancy

A. Out-of-Class Assignment

An out-of-class assignment is a temporary assignment of a regular employee to an authorized classification at a higher level of pay that requires the employee to perform the full range of duties of the higher classification. Employees who perform the full range of duties of a higher level position for 80 or more consecutive working hours, in which there is no appointed incumbent or in which the incumbent is on paid or unpaid leave, shall be compensated at the A step rate of pay for the higher level position. Payment shall be retroactive to the first day of such services. The full range of duties of the higher-level position shall be specifically assigned in writing via the Out-of-Class Assignment form and signed by the department Director or his/her designee. Under no circumstances shall the rate of compensation be less than five percent above the employee's current rate of pay.

Once the initial out-of-class terminates, the 80 hour consecutive work hour elimination period will be waived for any additional out-of-class assignments that occur within the calendar year, provided that the employee is working in the same out-of-class classification regardless of work area assignment.

Service in an out-of-class assignment shall not alter an employee's performance evaluation date.

B. Partial Responsibility

An employee specifically assigned to perform a portion of the duties of the higher level position for 80 or more consecutive working hours, shall receive additional compensation of five percent above the employee's current rate of pay. The assignment shall be specifically assigned in writing via the Out-of-Class Assignment form and signed by the department Director or his/her designee.

C. Special Pays and Allowances during Temporary Assignment

An employee will continue to receive special pays and allowances provided under the employee's regular permanent assignment during any temporary assignment.

D. Consecutive Hours Worked

For purposes of determining the period of 80 consecutive work hours, paid holidays, vacation, and sick leave will apply toward hours worked.

E. Conclusion of Assignment

At the conclusion of such an assignment, the employee shall be restored to his/her former classification regardless of the time involved.

F. Nature of Assignment

This provision shall not be applicable to bona fide education, training and development, job enlargement or enrichment. The employee will be notified in advance as to the nature of the assignment.

Section 4 - Meal and Rest Periods

Meal periods and rest periods will be permitted at scheduled intervals, and insofar as practicable and consistent with operational interests.

An employee shall be notified whether a meal period is considered an on-duty meal period or an off duty meal period, and employees having on-duty meal periods shall be compensated for the meal period as hours worked.

Section 5 - Transfers

An employee transferring from this unit to another unit shall maintain all pay and benefits accrued in this unit, and upon the effective date of transfer thereafter be governed by the provisions of any policy and/or agreement in effect for such other unit.

Section 6 - Reassignment

If a reassignment within the unit would result in an employee being reassigned to a class having a higher salary range, the City will fill the position through a recruitment process.

Section 7 - Layoff and Reemployment

The City may abolish any position or employment, and the employee may be laid off without taking disciplinary action and without the right of appeal. The City agrees to meet with the Union 30 days prior to the issuance of any layoff notice for the purpose of conferring over the impact and implementation of said layoff and to discuss alternatives and options. However, the City Manager shall retain the final decision with respect to the classification and numbers of employees to be laid off.

Whenever it becomes necessary to reduce the number of employees in any classification, all persons to be laid off shall be given at least 10 calendar day's prior notice, and the order of layoff shall be as follows:

- A. In order of seniority, the employee with the shortest service in total City service in the affected classification shall be laid off first.
- B. In the event of two or more employees having identical total City service seniority, the order of layoff will be determined by length of continuous service in the affected classification.
- C. Whenever two or more employees have identical service in the affected classification, the order of layoff shall be determined by the City Manager on the basis of performance.
- D. Employees to be laid off in a particular classification have the right to demote to a lower classification to a position previously held with the City for which the employee meets the minimum qualifications, is capable of performing the essential functions of the position, and has City seniority over other employees in the lower classification. This will also apply to employees to be laid off in a particular classification who have demoted from a higher classification due to non-disciplinary reasons. Such employees shall be placed on the seniority list for the higher classification provided they still meet the minimum qualifications, are capable of performing the essential functions of the position, and have City seniority over other employees in the higher classification.
- E. The name of each laid-off employee shall be placed on a reemployment list for a period of 12 months in reverse order of layoff. Employees who are laid off who have received two out of three consecutive annual performance evaluations that are rated below standards or needs improvement will be placed at the bottom of the reemployment list in reverse order of layoff.

- F. For the purpose of this section, this additional condition will apply. Those employees who held the title of Construction Maintenance Worker I, II, or Lead Construction Maintenance Worker before July 1, 2001, shall be entitled to utilize the bumping rights in this section for the following classifications:

Water Utilities Worker I, II, and Water Utilities Crew Leader; and
Wastewater Utilities Worker I, II, and Wastewater Utilities Crew Leader.

In order to qualify to utilize these bumping rights, an eligible employee must possess the appropriate certification(s) required for the classification, be able to demonstrate a satisfactory skill level for the classification, and be able to perform the essential functions of the job. The Human Resources Manager shall determine if the employee meets these requirements.

Section 8 - Resignations

An employee wishing to resign in good standing shall file a written resignation with the department Director stating the effective date and reasons for resignation at least two weeks prior to the effective date of resignation.

The City will pay an employee for all hours worked on the next regular payday after resignation, and will thereafter pay all accumulated reimbursable benefits as early as feasible.

An employee who has resigned with a good record will be given preferential consideration for rehire if a position is available and the employee has participated in the position's recruitment process. Decision to rehire is at the discretion of the City, and the employee will not reestablish rights and/or benefits lost at the time of resignation.

An employee with at least five years' service, who resigns in good standing and is reemployed within a two year period to the same or equal position previously held, shall be eligible to earn and use vacation, sick leave, and other benefits to which they are otherwise entitled as if there had been no break in service.

Article 11. Grievance

Section 1 – Purpose

- A. To promote improved employer-employee relationships by establishing procedures for appealing management actions.
- B. To afford employees individually or through the Bargaining Unit Representatives a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussion.
- C. To provide that grievances shall be settled as near as practicable to the point of origin.

Section 2 - Scope

A grievance shall be considered as any matter for which appeal is not elsewhere provided for or prohibited, concerning:

- A. A dispute about the interpretation or application of this Agreement or of any ordinance,

resolution, rule or regulation governing personnel procedures or working conditions.

- B. A dispute about the practical consequences of a City decision on wages, hours and other terms and conditions of employment.
- C. A decision affecting the employment of any permanent or probationary employee over which the department Director has partial or complete jurisdiction.

Section 3 - Procedure

A. Informal Grievance Procedure

An employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If this discussion does not satisfactorily resolve the problem, the employee may discuss it with the supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest appropriate level of supervision. If the employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance in writing within five calendar days after receiving the informal decision of his immediate superior.

B. Formal Grievance Procedure

1. **First Level of Review:** A grievance 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 five calendar days after receiving the grievance. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within five calendar days, the employee may present the appeal in writing to his/her department Director.
2. **Second Level of Review:** The department Director receiving the grievance, or his/her designated representative, should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department Director shall render his/her decision and comments in writing, and return them to the employee within five calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within five calendar days, he/she may present the appeal in writing to the City Manager.
3. **Third Level of Review:** The City Manager receiving the grievance, or his/her designated representative, should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate any person or persons to advise him/her concerning the appeal. The City Manager shall render his/her decision and comments in writing, and return them to the employee within 15 working days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within 15 working days, he/she may present the appeal in writing to the City Council.
4. **Final Level of Review:** The City Council upon receiving the grievance shall take such actions and such methods as it chooses and render a written final and binding decision.

Section 4 - Conduct of Grievance Procedure

- A. Day as used in this procedure means calendar day, unless specified to the contrary.
- B. The time limits specified in this procedure may be extended at any level of review to a definite date by mutual agreement of the employee and the reviewer concerned.
- C. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
- D. The employee and his/her representative may be privileged to use a reasonable amount of work time as determined by the City Manager in conferring about and presenting the appeal.
- E. Failure of the employee to take further action within the specified time limits at each level of review, or within five days if no decision is rendered, shall constitute withdrawal of the grievance.
- F. Employees shall be assured freedom from reprisal for using the grievance procedure.

Article 12. Retirement and Social Security

The City will provide retirement benefits through the California Public Employees' Retirement System (CalPERS). The City does not participate in the Social Security System, except as required by law.

The use of the terms "classic member" and "new member" shall be as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and those rules and regulations adopted by CalPERS to implement PEPRA.

"Classic members" are those members who entered into membership with a retirement system on or before December 31, 2012 who do not meet the definition of "new member" in Government Code section 7522.04(f).

A "new member" is defined in Government Code section 7522.04(f) as any of the following:

1. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date; or
2. An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Govt. Code 7522.02; or
3. An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

For those employees hired on or before December 31, 2011 and considered "classic members" as defined above:

Effective pay period beginning July 11, 2011, each employee in this unit will contribute seven percent (7%) of his/her PERSable salary (excluding overtime) on a pre-tax basis towards the "member contribution" portion of their CalPERS retirement account.

The City will provide under its contract with CalPERS the following provisions:

1. The Indexed Level 1959 Survivors Benefits;
2. The retirement benefit of 2%-at-55 formula; and
3. The One Year Final Compensation option.

Upon retirement from the City of Poway following at least 20 years of service, the City also provides a supplemental PARS administered benefit applied to Poway and all prior CalPERS service with previous public agencies. When combined with CalPERS, this is the equivalent of the 2.7% @ 55 formula total retirement benefit.

For employees hired after December 31, 2011 and considered “classic members” as defined above:

The City amended its contract with CalPERS to create a second-tier retirement plan effective January 1, 2012. The second-tier will apply to those employees hired after December 31, 2011 and considered “classic members.” The second-tier provides:

1. The retirement benefit of 2%-at-60 formula;
2. The Indexed Level 1959 Survivors Benefits; and
3. Average of three highest years’ compensation.

An employee in the second-tier will contribute seven percent (7%) of his/her PERSable salary (excluding overtime) on a pretax basis towards the “member contribution” portion of their CalPERS retirement account.

Regular full-time employees hired after January 9, 2012 are not eligible for a supplemental PARS benefit.

For employees hired on or after January 1, 2013 and considered “new members” as defined above:

City will provide under its contract with CalPERS:

1. The retirement benefit of 2%-at-62 formula; and
2. Average of three highest years’ compensation; and
3. No employer paid member contribution (EPMC)

Employees considered “new members” shall pay 50% of the “normal cost” (as determined by CalPERS annually) on a pre-tax basis.

Article 13. Personnel Rules

All other employee rights, privileges, and benefits are included in the Personnel Rules of the City of Poway.

Article 14. Job Actions

The Union agrees not to strike or otherwise engage in withholding services or concerted action during the term of this Agreement. Also, the City agrees not to lock out the employees.

Article 15. Americans with Disabilities Act Amended

The City and the bargaining unit agree that they are subject to and must conform to the Americans with Disabilities Act Amended (ADAA).

Article 16. Classification and Compensation Study

1. The City will include funding for a comprehensive classification and compensation study in the FY 2015-16/2016-17 budget;
2. The City will issue an RFP in FY 2015-16, to include professional services that will identify and *recommend* the appropriate:
 - a. Benchmark classification(s) within the Water Utility and Wastewater Utility job families;
 - b. Internal alignments for remaining (non-benchmarked) Water Utility and Wastewater Utility classifications; and
 - c. Comparator agencies, reflecting those cities and special districts that perform similar Water and Wastewater Utility functions.
3. The City will seek Council support to consider special districts, in some circumstances, when the City initiates the Classification and Compensation study.
4. The City will include two Bargaining Unit representatives on the City interview team, to conduct consultant selection interviews. These two representatives will have an opportunity to review the RFP prior to issue.
5. The City will endeavor to complete the classification and compensation study by Winter 2016/2017, in time for the next biennium budget cycle (FY 2017-18/2018-19).

Article 17. Posting of Agreement

A copy of this Agreement will be posted on the City's intranet and internet for employee access. The Agreement will be provided to new hires at the Human Resources orientation.

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PART II. PART-TIME EMPLOYEES

Article 1. General

Section 1 - Purpose

Part II of this Agreement recognizes the Bargaining Unit Representatives as the majority representative of all part-time, regular, non-management and non-confidential employees of the City, excluding the safety personnel, and represents the unit for the matters within the scope of meet and confer, and the Bargaining Unit Representatives accept the duty of fair representation in meet and confer and under this Agreement.

All Sections (1 through 3) of Part I of this Agreement shall apply to all regular part-time employees.

Article 2. Severability and Savings

All of Article 2, Part I, of this Agreement shall apply to all regular part-time employees.

Article 3. Sympathy Action

All of Article 3, Part I, of this Agreement shall apply to all regular part-time employees.

Article 4. Duration of Agreement

This entire Agreement shall commence at 12:00 a.m. on July 1, 2015 and terminate at 11:59 p.m. on June 30, 2017.

At the expiration of this Agreement, in whole or in part and in the absence of a new agreement, this unit and the City agree to continue operating under the provisions of this Agreement until such time as a new agreement is reached, provided, however, that it has been agreed that the new agreement will be retroactive to the expiration of this Agreement.

Article 5. Wages

Wages shall increase by two percent (2%) effective the beginning of the pay period which includes July 1, 2015.

Wages shall increase by two and one half percent (2.5%) effective the beginning of the pay period which includes July 1, 2016.

The position classifications are established at the salary ranges indicated in Part I, Article 5 of this Agreement.

Article 6. Leaves

Section 1 - Vacation

A. Computing Annual Vacation Leave

1. Part-time (half-time) employees in the unit shall be eligible to receive vacation leave accrual after 24 months of employment, as follows:

<u>Years of Continuous Employment</u>	<u>Vacation Leave Accrual</u>
2 through 5 years	1.846 hours per pay period
After 5 years	2.308 hours per pay period
After 10 years	2.769 hours per pay period
After 15 years	3.231 hours per pay period

2. Part-time (three quarter-time) employees in the unit shall be eligible to receive vacation leave accrual after 18 months of employment, as follows:

<u>Years of Continuous Employment</u>	<u>Vacation Leave Accrual</u>
18 months through 5 years	2.77 hours per pay period
After 5 years	3.46 hours per pay period
After 10 years	4.15 hours per pay period
After 15 years	4.85 hours per pay period

B. Vacation Leave Accrual

Vacation time can be accumulated to a maximum of 200% of one year's eligibility. When an employee's vacation leave accrual reaches the maximum level, the employee will stop accruing additional vacation leave until such time as the employee uses vacation leave below the maximum level. At that time, the employee will begin accruing additional leave from that point forward.

Employees who have reached maximum accrual can request a review by their department Director in the event a vacation request is denied. The department Director shall be the final level of appeal. The Director shall not unreasonably withhold approval.

C. Use of Vacation Time

The times at which an employee may take vacation shall be determined by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City.

In the event one or more holidays fall within a vacation leave period, the holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

An employee may elect to use accrued vacation for scheduled medical or dental appointments, evaluations, treatments, or associated activities.

D. Payout of Vacation Leave

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

Section 2 - Sick Leave

A. Sick Leave Use

Regular part-time and three quarter-time employees may use paid sick leave for the following qualifying reasons:

- For their own illness or injury.
- For the employee's own diagnosis, care, or treatment of an existing health condition; or preventative care, including medical and dental appointments.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including: parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling.
 - In accordance with California Kin Care Law, regular part-time employees may use available Family Sick Leave (FSL) to care for a family member. If FSL is exhausted, employees must use other available accrued leave (e.g., vacation).
- To obtain relief or services related to being the victim of domestic violence, sexual assault, or stalking, including the following, with appropriate certification of the need for such services:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as the result of an act of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

B. Sick Leave Accrual

Regular part-time employees accrue paid sick leave at a rate of 2.77 hours for 3/4-time and 1.85 hours for 1/2-time employees for each biweekly pay period of active service.

Accumulation of sick leave shall be unlimited.

C. Notification

In order to receive compensation while absent on sick leave, the employee shall provide notification to his/her department in the manner established by the department Director prior to or within two (2) hours after the time set for the beginning of his/her work shift.

An employee who is required to open facilities for the public or who is required to arrive to work and relieve another single employee on duty shall call in within one hour prior to the beginning of the work shift.

Absent extenuating circumstances, failure to fulfill notification requirements will cause such time off to be considered leave of absence without pay.

Certification by the employee's physician may be required in order to receive compensation for sick leave over three (3) working days at one time if an abuse of sick leave is suspected or if an unusual pattern of use has been documented and the employee has been formally counseled regarding the pattern. This requirement is at the discretion of the department Director with approval from the Administrative Services Director.

In the event an employee does not have a sufficient amount of accumulated sick leave to receive full compensation while absent due to illness, other accumulated leaves must be used before the employee goes to a leave without pay status. Leave without pay may only be granted in accordance with the Personnel Rules.

D. Worker's Compensation Illness or Injury

Sick leave shall be used for on-duty hours used for medical evaluations, treatments, or other medical related activities associated with a worker's compensation illness or injury. If the employee's sick leave balance is exhausted, another paid leave (e.g., vacation, comp. time) will be used in its place.

E. Family Sick Leave

A regular part-time employee may use one half of their accrued annual sick leave each fiscal year to care for a parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild or sibling. Employee must notify his/her supervisor in advance if possible when such leave is being taken and so note in the comments section of his/her time card and Leave Request, if done in advance. An employee cannot use personal sick leave in place of Family Sick Leave and must use other accrued leave when Family Sick Leave is exhausted.

F. Annual Conversion of Sick Leave

In the last full pay period of the fiscal year, a regular part-time employee must convert sick leave to cash under the following conditions:

1. After conversion, employee must have a minimum balance of 168 hours of sick leave.
2. The regular part-time employee has used 24 hours or less of sick leave for $\frac{3}{4}$ -time and 16 hours or less of sick leave for $\frac{1}{2}$ -time in the immediately preceding 12 months.
3. A regular part-time employee must convert 50% of the annual sick leave accrual, less sick leave used in the immediately preceding 12 months, up to a maximum of 40 hours. Sick

leave used includes use of family sick leave.

Example: employee used 8 hours in preceding 12 months
48 hours of annual accrual x 50% = 24 hours
24 hours - 8 hours used = 16 hours converted to cash

G. Retirement Health Savings Plan (RHSP)

1. Regular part-time employees that satisfy the provisions contained in Article 6, Section 2.F. must contribute 50% of their annual sick leave conversion to a Retirement Health Savings Plan account as a cash deposit (e.g., an employee that is eligible to convert 40 hours of sick leave will receive the equivalent of 20 hours in cash and the equivalent of 20 hours will be contributed to their Retirement Health Savings Plan account as a cash deposit).
2. The annual RHSP contribution shall take place in the last full pay period of the Fiscal Year.
3. Any fees related to the RHSP will be paid by employees
4. In the event of an employee's death, if the employee is a participant in the RHSP and does not have a surviving spouse or surviving IRS qualified dependent/s, the employee's Retirement Health Savings account balance shall remain in the trust (i.e., RHSP) to be allocated among all RHSP Non-Safety Employee participants. The allocation will be on a pro-rata share, based upon RHSP Non-Safety Employee participant account balances.

H. Payout of Sick Leave

After five years of continuous employment with the City and upon retirement, a regular part-time employee will receive compensation for unused sick leave as follows:

1. Upon retirement, an employee will receive 50% of all sick leave hours accrued in the form of a deposit to their Retirement Health Savings Plan account. Effective the pay period that includes July 1, 2015, payout of sick leave shall be provided on a graduated scale for employees who retire, based on years of service as follows:
 - a. An employee who retires after 5-9 years of service will have 50% cash-out, with a cap of \$6,000.
 - b. An employee who retires after 10-14 years of service will have 50% cash-out, with a cap of \$8,000.
 - c. An employee who retires after 15, or more, years of service will have 50% cash-out with a cap of \$10,000.
 - d. Each cap will increase by the same percentage as across-the-board wage increases, beginning with the July 1, 2016 wage increase (e.g., \$6,000 cap will increase by 2.5% to \$6,150 effective July 1, 2016).
2. Upon leaving the City employment for reasons other than retirement, a three-quarter-time employee will receive 37.5% of all sick leave hours accrued. Calculations will be at the employee's rate of pay at the time of retirement and the payout will not exceed \$1,500.
3. Upon leaving the City employment for reasons other than retirement, a half-time employee will receive 25% of all hours accrued. Calculations will be at the employee's rate of pay at the time of termination and the payout will not exceed \$1,000.

4. Upon the death of the employee, compensation for unused sick leave shall be at the same rate as the retirement benefit. Payment shall be made to the employee's designated beneficiary.

Section 3 - Holidays

A. Designated Holidays

The holidays for employees in this unit are as follows:

New Year's Day	January 1
Martin Luther King Day	3rd Monday - January
President's Day	3rd Monday - February
Memorial Day	Last Monday - May
Independence Day	July 4
Labor Day	1st Monday - September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday - November
Day after Thanksgiving	4th Friday - November
Christmas Day	December 25

Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday and shall be considered as the legal holiday.

B. Holiday Pay

1. Regular half-time employees shall receive regular pay for hours worked on a Designated Holiday.
 - a. Half-time employees are eligible to receive holiday pay after 24 months of employment. To be eligible for holiday pay, an employee must be in paid status in the pay period that includes the Designated Holiday.
 - b. Half-time employees shall receive four hours holiday pay, whether on or off duty, on a Designated Holiday.
2. Regular three quarter-time employees will be eligible to receive holiday pay after 18 months of employment. To be eligible for holiday pay, an employee must be in paid status in the pay period that includes the Holiday.
 - a. Three quarter-time employees shall receive six hours holiday pay, whether on or off duty, on a Designated Holiday.
 - b. Three quarter-time employees shall receive double time for hours worked on a Designated Holiday.

Section 4 - Benefit Day Hours

In addition to provisions for vacation, sick leave, and holidays set forth elsewhere herein, each regular three-quarter time employee who has completed an initial probationary period shall have available 12 benefit day hours each fiscal year. Six (6) of the 12 benefit day hours is for Cesar Chavez Day which will remain as an unscheduled benefit day until 10 other cities in San Diego County close their offices in observance of this day, at which time it shall be observed as a fixed holiday on the day so designated. If Cesar Chavez Day becomes a fixed holiday as described herein, the number of benefit day hours shall be reduced to six (6). Each regular half-time employee who has completed an initial probationary period shall have available eight (8) benefit day hours each fiscal year. Four (4) of the eight (8) benefit day hours is for Cesar Chavez Day which will remain as an unscheduled benefit day until 10 other cities in San Diego County close their offices in observance of this day, at which time it shall be observed as a fixed holiday on the day so designated. If Cesar Chavez Day becomes a fixed holiday as described herein, the number of benefit day hours shall be reduced to four (4).

The times at which an employee may use benefit day hours shall be determined by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Benefit day hours may be taken in one-hour increments. If not taken by the end of the last full pay period of the fiscal year, any remaining benefit day hours shall be forfeited. Employees who terminate employment shall be paid in a lump sum for the value of any remaining benefit day hours.

Section 5 - Bereavement Leave

In the event of a death in the family, regular and probationary employees shall be eligible for a pro-rated amount of time off with pay (e.g., up to 20 hours for half-time employees and up to 30 hours for three quarter-time employees) to attend the funeral, or make funeral arrangements, subject to the following provisions:

- A. The relatives designated shall include child, parent, spouse, sibling, grandparent, grandchild and domestic partner. It shall also include "in-law" relatives and those relationships generally called "step."
- B. Bereavement leave is not compensable when the employee is on leave of absence, bona fide lay off, or for days falling outside the employee's regular work period.
- C. All requests for bereavement leave shall be made in writing as soon as practical but in no event later than the first day back to work, and shall be subject to approval of the Human Resources Manager or designee.

Section 5 - Jury Duty

Employees shall be compensated at the regular rate of pay for serving jury duty during the employee's scheduled work hours. The duration of jury duty and hours to be compensated shall be in accordance with City policy and the Personnel Rules.

Article 7. Payroll and Work Week

Section 1 - General

- A. Regular Paydays

Regular paydays are designated as every other Friday for the two-week period ending the previous Sunday. In no event shall the City advance pay, including pay for earned vacation, without the prior written approval, on a case-by-case basis, by the City Manager.

For employees regularly working less than 40 hours in one week, or designated as part-time or temporary employees, the regular number of working or duty hours in a work week shall be that number of hours for which they are scheduled to work.

B. Community Services Work Schedules

Work schedules for Community Services employees and Public Works employees in the Park Maintenance Worker classifications will be posted every Monday by 8:00 a.m., seven (7) days prior to the day the schedule begins the following Monday.

Requests for vacation or compensatory time off must be received in writing by the employee's supervisor or his/her designee two weeks or 14 days prior to posting of the employee schedule. Leave requests will be acknowledged in writing by the department.

Employees may be called in to work other than for scheduled hours due to sick leave, emergency leave or unavailability of a scheduled employee. Such additional work will be paid at straight time except as otherwise required in the MOU.

Employees, whose hours are changed as the result of an error or oversight in the posted schedule, shall receive overtime pay for all hours that fall outside the originally scheduled hours. An employee's hours cannot be changed once the schedule is posted in order to avoid payment of additional overtime.

Section 2 - Overtime

No employee may work overtime without advance approval. Employees who do not secure prior approval may be subject to disciplinary action within established guidelines for discipline.

All employees in this unit shall be paid one and one-half (1.5) times their hourly rate of pay for all hours worked in excess of eight hours in one day or 40 hours in one work week. Employees whose regularly scheduled work hours are in excess of eight hours in one workday are only entitled to receive overtime pay for the hours worked beyond their regularly scheduled workday or 40 hours in one work week. Employees working overtime will continue to receive overtime pay after 12:00 am for continuous hours worked including meal and rest periods, provided regular hours worked the following day will be paid at the employee's regular rate of pay.

For the purpose of computing overtime, hours of paid vacation, sick leave and holidays shall be considered as hours worked.

Section 3 - Compensatory Time Off (CTO)

The times at which an employee may take compensatory time shall be determined by the department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Compensatory time off, in lieu of overtime, shall be taken as one and one-half (1.5) hours for each overtime hour worked.

The maximum accumulation of compensatory time off shall be 80 hours.

A. In the event an employee accrues 80 hours of compensatory time in any one fiscal year, the employee will be ineligible to work overtime for compensatory time off for the remainder of that

fiscal year. The employee will only be eligible for cash compensation for overtime worked unless the employee uses CTO and brings the accrued balance below 80 hours.

- B. Once an employee uses CTO and brings the balance below 80 hours, the employee may again accrue CTO hours up to 80 hours.
- C. The department Director or designee shall determine the times at which an employee may take CTO with due regard for the wishes of the employee and particular regard for the needs of the City.
- D. An employee's CTO balance will be cashed out to zero in the final pay period of the fiscal year at the employee's then rate of pay. Said cash payment may only occur as part of the final pay period of the fiscal year in which said CTO was accrued.

Section 4 - Deductions

A. Dues Deduction

Upon submittal by the Union of a signed copy of an authorization card, the City agrees to deduct the amount authorized by the employee. The City shall remit the deducted amount to the Union as soon as possible after the deduction is made.

B. Withdrawal of Dues Deduction

Employees who wish to withdraw their membership from the Union shall do so by filing the request in writing to the Local Union. The Union will process such a request as soon as possible after it is received, and will also notify the City promptly to stop the dues deduction.

Article 8. Benefits

Section 1 - Hospital and Medical

The first day of the month following the qualifying eligibility date, an employee, upon proper application and acceptance, shall be covered by health and dental benefits with coverage as set forth from time to time in the agreement between the City and carrier(s).

1. Half-time employees may elect coverage under the City's medical and/or dental insurance plans after 24 months of continuous employment.
 - a. The half-time employee shall pay 50%, and the City shall pay 50% of the health benefit premiums for the employee-only coverage.
 - b. The cost of dependent coverage of the medical and dental plan of the employee's choice will be as follows for half-time employees: the employee will pay seventy-five percent (75%), and the City will pay twenty-five percent (25%).
2. Three quarter-time employees may elect coverage under the City's medical and/or dental insurance to be effective on the first day of the month following their date of hire.
 - a. Three quarter-time employees shall pay 25% and the City shall pay 75% of the health benefit premiums for the employee-only coverage.
 - b. The cost of dependent coverage of the medical and dental plan of the employee's choice will be as follows for three quarter-time employees: the employee will pay sixty-

two and one-half percent (62.5%), and the City will pay thirty-seven and one-half percent (37.5%).

The employee's share of the cost will be made through payroll deduction.

Section 2 - Eye Care

1. Half-time employees may elect coverage under the City's vision care plan after 24 months of continuous employment.
 - a. The City shall pay 50% of the cost of the premium for the coverage of the employee and his/her dependents, and the employee shall pay the remaining 50% of the premium. The employee's share of the cost will be made through payroll deduction.
2. Three quarter-time employees may elect to be covered by the City's vision to be effective on the first of the month following their date of hire.
 - a. The City shall pay seventy-five percent (75%) of the cost of the premium for the coverage of the employee and his/her dependents, and the employee shall pay the remaining twenty-five percent (25%) of the premium. The employee's share of the cost will be made through payroll deduction.

Section 3 - Flexible Spending Benefits Program

The City will maintain a Flexible Spending Benefits Program in accordance with applicable IRS statutes and the Affordable Health Care for America Act (AHCAA) in order to provide employees the greatest possible tax benefits.

Section 4 - Retirement and Social Security

- A. The City provides part-time employees who work less than 1,000 hours per fiscal year retirement benefits through Public Agency Retirement System (PARS). For employees hired prior to July 1, 1996, the City pays 50% of the employee's 7.5% contribution into PARS. The City also pays the administrative fees. Part-time employees hired after July 1, 1996, will pay the full employee contribution of 7.5%.
- B. The City provides part-time employees who work more than 1,000 hours per year retirement benefits through the California Public Employees' Retirement System (CalPERS). The City does not participate in Social Security, except as required by law.

The use of the terms "classic member" and "new member" shall be as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and those rules and regulations adopted by CalPERS to implement PEPRA.

"Classic members" are those members who entered into membership with a retirement system on or before December 31, 2012 who do not meet the definition of "new member" in Government Code section 7522.04(f).

A "new member" is defined in Government Code section 7522.04(f) as any of the following:

1. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date; or

2. An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Govt. Code 7522.02; or
3. An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

For those employees hired on or before December 31, 2011 and considered “classic members” as defined above:

Effective pay period beginning July 11, 2011, each employee in this unit will contribute seven percent (7%) of his/her PERSable salary (excluding overtime) on a pre-tax basis towards the “member contribution” portion of their CalPERS retirement account.

The City will provide under its contract with CalPERS the following provisions:

1. The Indexed Level 1959 Survivors Benefits;
2. The retirement benefit of 2%-at-55 formula; and
3. The One Year Final Compensation option.

Upon retirement from the City of Poway following at least 20 years of service, the city also provides supplemental PARS administered benefit applied to Poway and all prior CalPERS service with previous public agencies for regular three quarter-time employees. When combined with CalPERS, this is the equivalent of the 2.7% at 55 formula total retirement benefit.

For employees hired after December 31, 2011 and considered “classic members” as defined above:

The City amended its contract with CalPERS to create a second-tier retirement plan effective January 1, 2012. The second-tier will apply to those employees hired after December 31, 2011 and considered “classic members.” The second-tier shall provide:

1. The retirement benefit of 2%-at-60 formula;
2. The Indexed Level 1959 Survivors Benefits; and
3. Average of three highest years’ compensation.

An employee in the second-tier will contribute seven percent (7%) of his/her PERSable salary (excluding overtime) on a pretax basis towards the “member contribution” portion of their CalPERS retirement account.

Regular employees hired after December 31, 2011 are not eligible for a supplemental PARS benefit.

For employees hired on or after January 1, 2013 and considered “new members” as defined above:

Employees in this group shall receive:

1. The retirement benefit of 2%-at-62 formula; and
2. Average of three highest years' compensation; and
3. No Employer Paid Member Contribution (EPMC)

Employees considered “new members” shall pay 50% of the “normal cost” (as determined by CalPERS annually) on a pre-tax basis.

Section 5 - Deferred Compensation

Effective the pay period that includes July 1, the City will provide a dollar-for-dollar match for each employee's contributions to the 457 deferred compensation plan each fiscal year as follows:

1. \$650 effective July 1, 2015; and
2. \$800 effective July 1, 2016

Section 6 – Computer Loan Program (Employee Computer Purchase Program Policy & Procedures)

Any eligible regular part-time employee who has completed his/her initial probationary period is eligible for a loan under the City's Computer Program. Participants must agree to comply with the requirements and provisions of the Program. Participants will be eligible to make an initial computer purchase or upgrade their existing computer system through this program.

Maximum loan amounts are established based upon the type of computer system being purchased, per the City's policy.

Article 9. Special Pay

Section 1 - Tuition Reimbursement

A. Regular part-time employees are eligible for tuition reimbursement after 60 months of continuous employment. The actual cost paid for tuition, books and required technical supplies and equipment, to a maximum of \$1,000 per fiscal year per three quarter-time employee and \$750 per fiscal year per half-time employee, will be refunded for professional and technical courses in accredited educational institutions provided that:

1. The employee has received at least a satisfactory proficiency rating on his/her last performance report;
2. The subject matter of the course relates directly to and contributes toward the performance of the employee's position with the City;
3. The employee must submit a Request for Tuition Reimbursement form to the department Director and Human Resources within three (3) weeks after the beginning of the course. The form shall be accompanied by a description of the course provided by the education institution which describes the course content.

4. Before receiving reimbursement, the employee shall furnish proof of payment and evidence that he/she has completed the course with:
 - a. A grade of "C" or better in undergraduate work or a grade of "B" in graduate work. A grade of "C" or better will be accepted for graduate work from institutions where an average grade of "C" is acceptable for graduation; or
 - b. A "pass" or "credit" will be accepted for undergraduate classes where a pass/fail or credit/no credit grading system is used.

B. Regular part-time employees may also request tuition reimbursement for actual cost paid for tuition, books and required technical supplies and equipment to a maximum of \$1,000 per year per three quarter-time employee and \$750 per fiscal year per half-time employee, for courses that result in Continuing Education Units (CEUs) or Continuing Education contact hours required for certification renewal, provided that:

1. The employee has received at least a satisfactory proficiency rating on his/her last performance report;
2. The subject matter of the course relates directly to and contributes toward the performance of the employee's position with the City;
3. The employee must submit the Request for Tuition Reimbursement to the department Director and Human Resources prior to the course. The employee shall include with the Request a description of the course from the provider offering the course, demonstrating that the course is acceptable for continuing education contact hours. Failure to obtain preapproval risks that the course is deemed ineligible and the employee cannot be reimbursed; and
4. Before receiving reimbursement, the employee shall furnish proof of payment and evidence that he/she completed the course and verification or proof that all eligible CEUs or contact hours were earned and awarded for the course.

Section 2 - Uniforms and Equipment

For employees in the Lake Operations, Park and Landscape Maintenance Divisions, and Public Works, the City will provide uniforms that are required by the City in accordance with the following:

A. Safety Shoes

Safety shoes shall be worn by employees as required by the City. The department will establish and furnish to the Human Resources Manager a list of classifications required to wear safety shoes. The list will be updated by January 1 of each year and on an as-needed basis with the concurrence of the Union.

Employees will be provided reimbursement for safety shoes and/or inserts, laces, toe-protectors or resoling of safety shoes up to \$ \$200 each fiscal year, on as as-needed basis as determined by the division manager. In order to receive reimbursement, the employee must submit original receipts as proof of purchase to their department. Reimbursement will be made through accounts payable. All other safety clothing required in the performance of duties shall be furnished by the City. Employees may purchase more than one pair of safety shoes each fiscal year, as needed, within the annual \$200 maximum.

B. Uniforms - General

The City will provide one jacket and 11 sets of uniforms for those employees who work five days

per week, and seven sets of uniforms for employees who work three days per week, for those employees required to wear uniforms. Employees may elect to wear City-approved shorts during the summer. Employees electing to wear City-approved summer attire may receive fewer than 11 or seven sets of standard uniforms and shall be responsible for maintaining the summer attire.

The City will maintain uniforms provided to Public Works employees, except for tee shirts.

The City shall determine maintenance standards for uniforms and equipment, and employees must maintain these standards. T-shirts will be replaced as needed; not annually.

C. Uniforms - Community Services

Community Services shall provide all employees with uniform shirts, which shall be replaced on an as-needed basis. It will be the employee's responsibility to replace lost or stolen jackets. Worn-out jackets will be replaced by the City.

D. Uniforms - Park Rangers

The City will provide regular, part-time Park Rangers uniforms upon hire and replace/repair such items as needed and as determined by the division manager. Uniforms will be purchased directly, not rented through a service. Uniform detail is as follows:

Part-time (3 days per week employee):

Uniform shirts: 5

Uniform pants: 5

Hats: 2

Jacket: 1

Uniform polo: 2

In addition, the City will provide nametags, patches, and badges as required for this classification.

Uniform allowance as defined by the California Public Employees' Retirement System (CalPERS) is a form of "compensation" for "classic" CalPERS members for CalPERS purposes only. As such, any uniform allowance or the value of uniforms provided by the City will be reported to CalPERS as part of the employee's annual gross income for purposes of computing the employee's and City's CalPERS contribution. Under the California Public Employees' Pension Reform Act (PEPRA), a uniform allowance or the value of uniforms is not considered pensionable compensation for "new members" of CalPERS.

Section 3 - Meal Reimbursement

In the event a part-time employee is required to work in excess of twelve (12) consecutive hours, the City shall reimburse the cost of a meal in an amount not to exceed \$12, unless a meal is otherwise provided. For purposes of determining consecutive hours worked, meal and rest periods will be considered hours worked.

Article 10. Service

Section 1 - Probation

All appointments, including promotional appointments, shall be for a probationary period of not less than a period equivalent to six (6) months of full-time employment. During the probationary period, the employee may be rejected at any time without the right of appeal or hearing.

Any employee rejected during the probationary period from a position to which he/she has been promoted shall be reinstated to a position in the class from which he/she was promoted unless he is discharged for cause from the City.

A supervisor may, with concurrence of the department Director, require an extension of an initial probationary period, upon a less than satisfactory performance evaluation.

On recommendation of his/her supervisor and with the concurrence of the department Director, a non-probationary employee may be placed on special probation. An employee placed on special probation has the right of direct appeal to the City Manager. If the employee intends to appeal, he/she must inform the City Manager of that intention within ten (10) calendar days from the date the employee is placed on special probation.

Section 2 - Safety

The unit adopts the following by reference:

- A. The City has a Central Safety Committee with representatives from all units.
- B. The City has an Injury and Illness Prevention Policy (IIPP).
- C. The City and all employees shall comply with any applicable Federal and State laws.
- D. The City and all employees shall comply with any policy and/or procedure that may from time to time be promulgated by the City Council.

Section 3 - Out-of-Class Assignment

- A. An out-of-class assignment is a temporary assignment of a regular employee to an authorized classification at a higher level of pay that requires the employee to perform the full range of duties of the higher classification. Employees who perform the full range of duties of a higher level position for eighty (80) or more consecutive working hours, in which there is no appointed incumbent or in which the incumbent is on paid or unpaid leave, shall be compensated at the A step rate of pay for the higher level position. Payment shall be retroactive to the first day of such services. The full range of duties of the higher-level position shall be specifically assigned in writing via the Out-of-Class Assignment form and signed by the department Director or his/her designee. Under no circumstances shall the rate of compensation be less than five percent (5%) above the employee's current rate of pay.

Once the initial out-of-class terminates, the eighty (80) hour consecutive work hour elimination period will be waived for any additional out-of-class assignments that occur within the calendar year, provided that the employee is working in the same out-of-class classification regardless of

work area assignment.

Service in an out-of-class assignment shall not alter an employee's performance evaluation date.

B. An employee specifically assigned to perform a portion of the duties of the higher level position for 80 or more consecutive working hours, shall receive additional compensation of five percent above the employee's current rate of pay. The assignment shall be specifically assigned in writing via the Out-of-Class Assignment form and signed by the department Director or his/her designee.

C. Special Pays and Allowances during Temporary Assignment

An employee will continue to receive special pays and allowances provided under the employee's regular job assignment during any temporary assignment.

D. Consecutive Hours Worked

For purposes of determining the period of 80 consecutive hours, paid leave and holiday pay, will apply toward hours worked.

E. Conclusion of Assignment

At the conclusion of such an assignment, the employee shall be restored to his/her former classification regardless of the time involved.

F. Nature of Assignment

This provision shall not be applicable to bona fide education, training and development, job enlargement or enrichment. The employee will be notified in advance as to the nature of the assignment.

Section 4 - Transfers

An employee transferring from this unit to another unit shall maintain all pay and benefits accrued in this unit, and upon the effective date of transfer thereafter be governed by the provisions of any policy and/or agreement in effect for such other unit.

Section 5 - Reassignment

If a reassignment within the unit would result in an employee's being reassigned to a class having a higher salary range, the City will fill the position through a recruitment process.

Section 6 - Layoff and Reemployment

The City may abolish any position or employment and the employee may be laid off without taking disciplinary action and without the right of appeal. The City agrees to meet with the Union 30 days prior to the issuance of any layoff notice for the purpose of conferring over the impact and implementation of said layoff and to discuss alternatives and options. However, the City Manager shall retain the final decision with respect to the classification and numbers to be laid off.

Whenever it becomes necessary to reduce the number of employees in any classification, all persons to be laid off shall be given at least ten (10) calendar day's prior notice, and the order of layoff shall be as follows:

- A. In order of seniority, the employee with the shortest service in total City service in the affected classification shall be laid off first.
- B. In the event of two or more employees having identical total City service seniority, the order of layoff will be determined by length of continuous service in the affected classification.
- C. Whenever two or more employees have identical service in the affected classification, the order of layoff shall be determined by the City Manager on the basis of performance.
- D. Employees to be laid off in a particular classification have the right to demote to a lower classification to a position previously held with the City for which the employee meets the minimum qualifications, is capable of performing the essential functions of the position, and has City seniority over other employees in the lower classification. This will also apply to employees to be laid off in a particular classification who have demoted from a higher classification due to non-disciplinary reasons. Such employees shall be placed on the seniority list for the higher classification provided they still meet the minimum qualifications, are capable of performing the essential functions of the position, and have City seniority over other employees in the higher classification.
- E. The name of each laid-off employee shall be placed on a reemployment list for a period of 12 months in reverse order of layoff. Employees who are laid off who have received two out of three consecutive annual performance evaluations that are rated below standards or needs improvement will be placed at the bottom of the reemployment list in reverse order of layoff.

Section 7 - Resignations

An employee wishing to resign in good standing shall file with the department Director a written resignation stating the effective date and reasons for resignation at least two weeks prior to the effective date of resignation.

The City will pay an employee for all hours worked on the next regular payday after resignation and will thereafter pay all accumulated reimbursable benefits as early as feasible.

An employee who has resigned with a good record will be given preferential consideration for rehire if a position is available. Decision to rehire is at the discretion of the City, and the employee will not reestablish rights and/or benefits lost at the time of resignation.

An employee with the equivalent of at least five years of full-time service who resigns in good standing and is reemployed within a two year period to the same or equal position previously held, shall be eligible to earn and use vacation, sick leave, and other benefits to which they are otherwise entitled as if there had been no break in service.

Article 11. Grievance

Section 1 - Purpose

- A. To promote improved employer-employee relationships by establishing procedures for appealing

management actions.

- B. To afford employees individually or through the Bargaining Unit Representatives a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussion.
- C. To provide that grievances shall be settled as near as practicable to the point of origin.

Section 2 - Scope

A grievance shall be considered as any matter for which appeal is not elsewhere provided for or prohibited, concerning:

- A. A dispute about the interpretation or application of this Agreement or of any ordinance, resolution, rule or regulation governing personnel procedure or working conditions.
- B. A dispute about the practical consequences of a City decision on wages, hours and other terms and conditions of employment.
- C. A decision affecting the employment of any permanent or probationary employee over which the department Director has partial or complete jurisdiction.

Section 3 - Procedure

A. Informal Grievance Procedure

An employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If this discussion does not satisfactorily resolve the problem, the employee may discuss it with the supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest appropriate level of supervision. If the employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance in writing within five calendar days after receiving the informal decision of his/her immediate superior.

B. Formal Grievance Procedure

1. First Level of Review -- A grievance 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 five calendar days after receiving the grievance. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within five calendar days, the employee may present the appeal in writing to his/her department Director.
2. Second Level of Review -- The department Director receiving the grievance, or his/her designated representative, should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department Director shall render his/her decision and comments in writing and return them to the employee within five calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within five calendar days, he/she may present the appeal in writing to the City Manager.
3. Third Level of Review -- The City Manager receiving the grievance, or his/her designed

representative, should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate any person or persons to advise him/her concerning the appeal. The City Manager shall render his/her decision and comments in writing and return them to the employee within 15 working days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within 15 working days, he/she may present the appeal in writing to the City Council.

4. Final Level of Review -- The City Council upon receiving the grievance shall take such actions and such methods as it chooses and render a written final and binding decision.

Section 4 - Conduct of Grievance Procedure

- A. "Day" as used in this procedure means calendar day, unless specified to the contrary.
- B. The time limits specified in this procedure may be extended at any level of review to a definite date by mutual agreement of the employee and the reviewer concerned.
- C. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
- D. The employee and his/her representative may be privileged to use a reasonable amount of work time as determined by the City Manager in conferring about and presenting the appeal.
- E. Failure of the employee to take further action within the specified time limits at each level of review, or within five days if no decision is rendered, shall constitute withdrawal of the grievance.
- F. Employees shall be assured freedom from reprisal for using the grievance procedure.

Article 12. Personnel Rules

All other employee rights, privileges, and benefits are included in the Personnel Rules of the City of Poway.

Article 13. Job Actions

The Union agrees not to strike or otherwise engage in withholding services or concerted action during the term of this Agreement. Also, the City agrees not to lock out the employees.

Article 14. Americans with Disabilities Act Amended

The City and the bargaining unit agree that they are subject to and must conform to the Americans with Disabilities Act Amended (ADAA).

Article 15. Posting of Agreement

A copy of this Agreement will be posted on the City's intranet and internet for employee access. The Agreement will be provided to new hires at the Human Resources orientation.

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The undersigned, representing the City and the Representatives do hereby adopt the terms and conditions set forth herein, and recommend the City Council and members of the Unit approve same.

For the City:



Tina White, Assistant City Manager



Scott Edwards
Director of Administrative Services

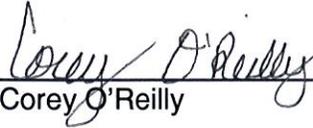


Lisa Torres, Human Resources Manager

For the Representatives:



Chester Mordasini, President
California Teamsters, Local 911



Corey O'Reilly



Jeff Zamora



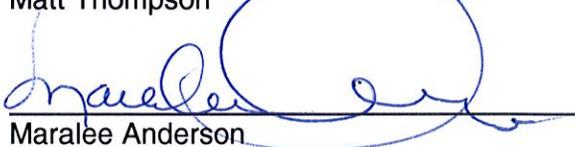
Mike Estill



Tom Kester



Matt Thompson



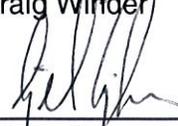
Maralee Anderson



Harry Williamson



Craig Winder



Gil Aguilar

EFFECTIVE BEGINNING THE FIRST PAY PERIOD THAT INCLUDES JULY 1, 2015

Classification Title	Range Number	Step A	Step B	Step C	Step D	Step E
Accounting Technician I	40.5	17.7324	18.6191	19.5499	20.5275	21.5538
Accounting Technician II	44.5	19.7027	20.6878	21.7222	22.8084	23.9487
Administrative Assistant I	36	15.6540	16.4369	17.2587	18.1217	19.0281
Administrative Assistant II	39	16.8577	17.7007	18.5858	19.5151	20.4912
Administrative Assistant III	45	19.5497	20.5274	21.5539	22.6316	23.7636
Aquatics Coordinator	44	19.0729	20.0267	21.0282	22.0796	23.1840
Assessment District Specialist	58	26.9496	28.2972	29.7122	31.1978	32.7585
Box Office Attendant	36	15.6540	16.4369	17.2587	18.1217	19.0281
Box Office Coordinator	44	19.0729	20.0267	21.0282	22.0796	23.1840
Construction Maintenance Crew Leader	51	22.6717	23.8055	24.9959	26.2456	27.5586
Construction Maintenance Worker I	41	17.7111	18.5968	19.5267	20.5031	21.5286
Construction Maintenance Worker II	45	19.5497	20.5274	21.5539	22.6316	23.7636
Contract Specialist/Inspector	58	26.9496	28.2972	29.7122	31.1978	32.7585
Cross-Connection Specialist	58	26.9496	28.2972	29.7122	31.1978	32.7585
Customer Services Technician I	40.5	17.7324	18.6191	19.5499	20.5275	21.5538
Customer Services Technician II	44.5	19.7027	20.6878	21.7222	22.8084	23.9487
Customer Services Field Worker	50	22.1187	23.2249	24.3862	25.6055	26.8864
Development Services Aide	36	15.6540	16.4369	17.2587	18.1217	19.0281
Development Services Technician	50	22.1187	23.2249	24.3862	25.6055	26.8864
Dock Attendant	27	12.5346	13.1615	13.8194	14.5106	15.2363
Engineering Inspector	59	27.6233	29.0046	30.4550	31.9777	33.5775
Engineering Technician I	55	25.0254	26.2768	27.5907	28.9702	30.4195
Engineering Technician II	59	27.6233	29.0046	30.4550	31.9777	33.5775
Equipment Mechanic	52	23.2385	24.4006	25.6208	26.9017	28.2476
Facilities Maintenance Crew Leader	55	25.0254	26.2768	27.5907	28.9702	30.4195
Facilities Maintenance Technician I	45	19.5497	20.5274	21.5539	22.6316	23.7636
Facilities Maintenance Technician II	49	21.5792	22.6584	23.7914	24.9810	26.2306
Front of House Assistant	36	15.6540	16.4369	17.2587	18.1217	19.0281
Front of House Coordinator	44	19.0729	20.0267	21.0282	22.0796	23.1840
GIS Technician I	55	25.0254	26.2768	27.5907	28.9702	30.4195
GIS Technician II	59	27.6233	29.0046	30.4550	31.9777	33.5775
Lead Customer Services Field Worker	56	25.6510	26.9337	28.2805	29.6945	31.1800
Lead Engineering Inspector	67	33.6563	35.3392	37.1064	38.9616	40.9108
Lifeguard	29	13.1692	13.8278	14.5190	15.2452	16.0076
Park Ranger	37	16.0454	16.8478	17.6902	18.5747	19.5038
Parks Maintenance Crew Leader	51	22.6717	23.8055	24.9959	26.2456	27.5586
Parks Maintenance Worker I	41	17.7111	18.5968	19.5267	20.5031	21.5286
Parks Maintenance Worker II	45	19.5497	20.5274	21.5539	22.6316	23.7636
Public Works Shop Specialist	47	20.5394	21.5666	22.6450	23.7773	24.9666
Records Technician	47	20.5394	21.5666	22.6450	23.7773	24.9666
Recreation Coordinator	44	19.0729	20.0267	21.0282	22.0796	23.1840
Recreation Leader I	29	13.1692	13.8278	14.5190	15.2452	16.0076
Recreation Leader II	33	14.5363	15.2633	16.0264	16.8278	17.6695

EFFECTIVE BEGINNING THE FIRST PAY PERIOD THAT INCLUDES JULY 1, 2015

Classification Title	Range Number	Step A	Step B	Step C	Step D	Step E
Seasonal Parks Maintenance Worker	31	13.8359	14.5278	15.2541	16.0170	16.8180
Senior Administrative Assistant	49	21.5792	22.6584	23.7914	24.9810	26.2306
Senior Dock Attendant	31	13.8359	14.5278	15.2541	16.0170	16.8180
Senior Equipment Mechanic	56.5	26.5493	27.8767	29.2705	30.7340	32.2708
Senior Lifeguard	33	14.5363	15.2633	16.0264	16.8278	17.6695
Senior Park Ranger	41	17.7111	18.5968	19.5267	20.5031	21.5286
Senior Parks Maint. Crew Leader	55	25.0254	26.2768	27.5907	28.9702	30.4195
Senior Utility Systems Technician	64	31.2532	32.8160	34.4570	36.1797	37.9898
Stage Technician	40	17.2791	18.1432	19.0504	20.0030	21.0035
Technical Theater Coordinator	44	19.0729	20.0267	21.0282	22.0796	23.1840
Utility Systems Mechanic	60	28.3139	29.7297	31.2164	32.7771	34.4169
Utility Systems Technician	60	28.3139	29.7297	31.2164	32.7771	34.4169
Warehouse Associate	49	21.5792	22.6584	23.7914	24.9810	26.2306
Wastewater Utilities Crew Leader	53	23.8195	25.0106	26.2613	27.5742	28.9538
Wastewater Utilities Worker I	43	18.6077	19.5382	20.5153	21.5411	22.6185
Wastewater Utilities Worker II	47	20.5394	21.5666	22.6450	23.7773	24.9666
Water Meter Reader	36	15.6540	16.4369	17.2587	18.1217	19.0281
Water Treatment Plant Operator I	52	23.2385	24.4006	25.6208	26.9017	28.2476
Water Treatment Plant Operator II	58	26.9496	28.2972	29.7122	31.1978	32.7585
Water Treatment Plant Operator III	64	31.2532	32.8160	34.4570	36.1797	37.9898
Water Utilities Crew Leader	53	23.8195	25.0106	26.2613	27.5742	28.9538
Water Utilities Worker I	43	18.6077	19.5382	20.5153	21.5411	22.6185
Water Utilities Worker II	47	20.5394	21.5666	22.6450	23.7773	24.9666

EFFECTIVE BEGINNING THE FIRST PAY PERIOD THAT INCLUDES JULY 1, 2016						
Classification Title	Range Number	Step A	Step B	Step C	Step D	Step E
Accounting Technician I	40.5	18.1757	19.0846	20.0386	21.0407	22.0926
Accounting Technician II	44.5	20.1953	21.2050	22.2653	23.3786	24.5474
Administrative Assistant I	36	16.0454	16.8478	17.6906	18.5749	19.5039
Administrative Assistant II	39	17.2791	18.1432	19.0509	20.0032	21.0036
Administrative Assistant III	45	20.0384	21.0406	22.0933	23.1976	24.3578
Aquatics Coordinator	44	19.5497	20.5274	21.5544	22.6318	23.7637
Assessment District Specialist	58	27.6233	29.0046	30.4557	31.9780	33.5776
Box Office Attendant	36	16.0454	16.8478	17.6906	18.5749	19.5039
Box Office Coordinator	44	19.5497	20.5274	21.5544	22.6318	23.7637
Construction Maintenance Crew Leader	51	23.2385	24.4006	25.6214	26.9019	28.2477
Construction Maintenance Worker I	41	18.1539	19.0617	20.0154	21.0159	22.0669
Construction Maintenance Worker II	45	20.0384	21.0406	22.0933	23.1976	24.3578
Contract Specialist/Inspector	58	27.6233	29.0046	30.4557	31.9780	33.5776
Cross-Connection Specialist	58	27.6233	29.0046	30.4557	31.9780	33.5776
Customer Services Technician I	40.5	18.1757	19.0846	20.0386	21.0407	22.0926
Customer Services Technician II	44.5	20.1953	21.2050	22.2653	23.3786	24.5474
Customer Services Field Worker	50	22.6717	23.8055	24.9965	26.2458	27.5587
Development Services Aide	36	16.0454	16.8478	17.6906	18.5749	19.5039
Development Services Technician	50	22.6717	23.8055	24.9965	26.2458	27.5587
Dock Attendant	27	12.8480	13.4905	14.1652	14.8736	15.6173
Engineering Inspector	59	28.3139	29.7297	31.2171	32.7775	34.4170
Engineering Technician I	55	25.6510	26.9337	28.2812	29.6947	31.1801
Engineering Technician II	59	28.3139	29.7297	31.2171	32.7775	34.4170
Equipment Mechanic	52	23.8195	25.0106	26.2619	27.5744	28.9539
Facilities Maintenance Crew Leader	55	25.6510	26.9337	28.2812	29.6947	31.1801
Facilities Maintenance Technician I	45	20.0384	21.0406	22.0933	23.1976	24.3578
Facilities Maintenance Technician II	49	22.1187	23.2249	24.3868	25.6057	26.8865
Front of House Assistant	36	16.0454	16.8478	17.6906	18.5749	19.5039
Front of House Coordinator	44	19.5497	20.5274	21.5544	22.6318	23.7637
GIS Technician I	55	25.6510	26.9337	28.2812	29.6947	31.1801
GIS Technician II	59	28.3139	29.7297	31.2171	32.7775	34.4170
Lead Customer Services Field Worker	56	26.2923	27.6070	28.9882	30.4371	31.9596
Lead Engineering Inspector	67	34.4977	36.2227	38.0349	39.9361	41.9337
Lifeguard	29	13.4984	14.1735	14.8823	15.6265	16.4079
Park Ranger	37	16.4465	17.2690	18.1329	19.0393	19.9915
Parks Maintenance Crew Leader	51	23.2385	24.4006	25.6214	26.9019	28.2477
Parks Maintenance Worker I	41	18.1539	19.0617	20.0154	21.0159	22.0669
Parks Maintenance Worker II	45	20.0384	21.0406	22.0933	23.1976	24.3578
Public Works Shop Specialist	47	21.0529	22.1058	23.2117	24.3719	25.5909
Records Technician	47	21.0529	22.1058	23.2117	24.3719	25.5909
Recreation Coordinator	44	19.5497	20.5274	21.5544	22.6318	23.7637
Recreation Leader I	29	13.4984	14.1735	14.8823	15.6265	16.4079
Recreation Leader II	33	14.8997	15.6449	16.4274	17.2487	18.1113

Exhibit A

EFFECTIVE BEGINNING THE FIRST PAY PERIOD THAT INCLUDES JULY 1, 2016						
Classification Title	Range Number	Step A	Step B	Step C	Step D	Step E
Seasonal Parks Maintenance Worker	31	14.1818	14.8910	15.6358	16.4176	17.2386
Senior Administrative Assistant	49	22.1187	23.2249	24.3868	25.6057	26.8865
Senior Dock Attendant	31	14.1818	14.8910	15.6358	16.4176	17.2386
Senior Equipment Mechanic	56.5	27.2130	28.5736	30.0023	31.5024	33.0776
Senior Lifeguard	33	14.8997	15.6449	16.4274	17.2487	18.1113
Senior Park Ranger	41	18.1539	19.0617	20.0154	21.0159	22.0669
Senior Parks Maint. Crew Leader	55	25.6510	26.9337	28.2812	29.6947	31.1801
Senior Utility Systems Technician	64	32.0345	33.6364	35.3191	37.0846	38.9396
Stage Technician	40	17.7111	18.5968	19.5272	20.5033	21.5287
Technical Theater Coordinator	44	19.5497	20.5274	21.5544	22.6318	23.7637
Utility Systems Mechanic	60	29.0217	30.4729	31.9975	33.5969	35.2774
Utility Systems Technician	60	29.0217	30.4729	31.9975	33.5969	35.2774
Warehouse Associate	49	22.1187	23.2249	24.3868	25.6057	26.8865
Wastewater Utilities Crew Leader	53	24.4150	25.6359	26.9184	28.2638	29.6777
Wastewater Utilities Worker I	43	19.0729	20.0267	21.0287	22.0798	23.1841
Wastewater Utilities Worker II	47	21.0529	22.1058	23.2117	24.3719	25.5909
Water Meter Reader	36	16.0454	16.8478	17.6906	18.5749	19.5039
Water Treatment Plant Operator I	52	23.8195	25.0106	26.2619	27.5744	28.9539
Water Treatment Plant Operator II	58	27.6233	29.0046	30.4557	31.9780	33.5776
Water Treatment Plant Operator III	64	32.0345	33.6364	35.3191	37.0846	38.9396
Water Utilities Crew Leader	53	24.4150	25.6359	26.9184	28.2638	29.6777
Water Utilities Worker I	43	19.0729	20.0267	21.0287	22.0798	23.1841
Water Utilities Worker I	47	21.0529	22.1058	23.2117	24.3719	25.5909