

City of Poway COUNCIL AGENDA REPORT

APPROVED	<input checked="" type="checkbox"/>
APPROVED AS AMENDED (SEE MINUTES)	<input type="checkbox"/>
DENIED	<input type="checkbox"/>
REMOVED	<input type="checkbox"/>
CONTINUED	<input type="checkbox"/>
Resolution No.	15-024

DATE: June 16, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Tina White, Assistant City Manager

INITIATED BY: Scott Edwards, Director of Administrative Services *[Signature]*
858-668-4413 or sedwards@poway.org
Lisa Torres, Human Resources Manager *[Signature]*
858-668-4443 or ltorres@poway.org

SUBJECT: Approval of Memoranda of Understanding with the Non-Safety Employees Bargaining Group (California Teamsters Local 911), and the Poway Firefighters' Association, and Approval of Changes to the Salary and Benefit Plan for the Management/Confidential Group, Effective July 1, 2015 through June 30, 2017

Summary:

The existing Memoranda of Understanding (MOU) with the Teamsters Local 911, representing the non-safety bargaining group, and the Poway Firefighters' Association expire on June 30, 2015. Staff has negotiated a new MOU with Teamsters, and a new MOU with the Firefighters' Association, effective July 1, 2015 through June 30, 2017. It is also necessary to approve changes to the Salary and Benefit Plan for the Management/Confidential Group, which expires June 30, 2015.

Recommended Action:

It is recommended that the City Council adopt the attached Resolution approving the MOU with Teamsters, representing non-safety employees, the MOU with the Firefighters' Association, and changes to the Salary and Benefit Plan for the Management/Confidential group.

Discussion:

The City has a MOU with Teamsters Local 911 representing 96 non-safety employees. That MOU expires on June 30, 2015. Staff negotiated changes to the Teamsters MOU pursuant to Council direction, and Teamsters ratified the terms of the agreement on May 11, 2015.

The City has a MOU with the Firefighters' Association representing 48 employees. That MOU expires on June 30, 2015. Staff negotiated changes to the Firefighters' Association MOU pursuant to Council direction, and the Firefighters' Association ratified the terms of the agreement on June 6, 2015.

The City also has a Salary and Benefit Plan (Plan) for the 68 unrepresented Management/Confidential employees in effect through June 30, 2015. The Plan also includes the salary and benefits for the City Manager. Staff engaged in a dialogue with Management/Confidential employees regarding changes to the plan.

The negotiations with Teamsters resulted in a two-year agreement that contains the following terms, which also apply to the Plan for Management/Confidential employees:

- Employees will receive a two percent (2%) wage increase in the pay period that includes July 1, 2015 and a two-and one-half percent (2.5%) increase in the pay period that includes July 1, 2016.
- Effective the pay period that includes July 1, 2015, employees will be allowed to accumulate vacation time to a maximum of 200% of one year's accrual.
- Effective May 1, 2015 for Management/Confidential employees, and July 1, 2015 for Teamsters represented employees, the caps on sick leave conversion at retirement to a retirement health savings plan deposit, will incrementally increase based on the retiree's tenure with the City; however, the maximum cap will not exceed \$10,250 during the term of this agreement.
- Nine hours of holiday pay will be granted for those holidays falling on an employee's nine-hour workday.
- A committee comprised of labor and management will convene to evaluate employee benefits, including the proposed elimination of the Anthem Point of Service (POS) Plan.

The following provision applies to Teamsters only:

- Effective the pay period that includes July 1, the City will provide a dollar-for-dollar match for each Bargaining Unit 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

The negotiations with the Firefighters' Association resulted in a two-year agreement that contains the following terms:

- Employees will receive a two percent (2%) wage increase in the pay period that includes July 1, 2015 and a two-and one-half percent (2.5%) increase in the pay period that includes July 1, 2016.

- A committee comprised of labor and management will convene to evaluate employee benefits, including the proposed elimination of the Anthem Point of Service (POS) Plan.

Environmental Review:

This information is not subject to CEQA review.

Fiscal Impact:

The fiscal impact of the wage increase for Teamsters and Management/Confidential groups in FY 2015-16 is estimated at \$376,730 across all funds, with approximately \$171,960 of that amount attributed to the General Fund.

The fiscal impact of the wage increase for the Firefighters' Association in FY 2015-16 is estimated at \$144,400, with the entire amount attributed to the General Fund.

The fiscal impact of the increase in the dollar-for-dollar deferred compensation match for employees in the Teamster's Bargaining Unit in FY 2015-16 is estimated at \$14,400.

Public Notification:

Chester Mordasini, Business Representative/President of Teamsters Local 911, 9900 Flower Street, Bellflower, CA 90706, was provided a copy of this report.

Mike Powell, representing the Poway Firefighters' Association, was provided a copy of this report.

Attachments:

- A. Resolution approving the MOUs with the Non-Safety group and the Firefighters' Association and the Management/Confidential Salary and Benefit Plan

Exhibit A – *Draft* MOU for Non-Safety Employees (Teamsters)

Exhibit B – *Draft* MOU for Firefighters' Association

Exhibit C – *Draft* Salary and Benefit Plan for the Management/Confidential Group

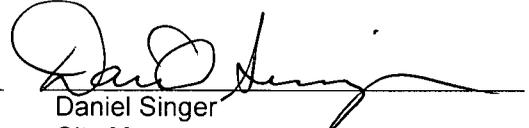
Reviewed/Approved By:

Reviewed By:

Approved By:

Tina M. White
Assistant City Manager

Morgan Foley
City Attorney


Daniel Singer
City Manager

RESOLUTION NO. 15-

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF POWAY, CALIFORNIA, APPROVING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY AND THE CALIFORNIA TEAMSTERS
LOCAL 911 REPRESENTING NON-SAFETY EMPLOYEES AND APPROVING THE
SALARY AND BENEFIT PLAN FOR MANAGEMENT/CONFIDENTIAL GROUP

WHEREAS, representatives with the California Teamsters Local 911 and Poway Firefighters' Association have met and conferred in good faith with representatives of the City of Poway in accordance with Government Code Section 3500 to reach Memoranda of Understanding (MOU) regarding wages, hours and other terms and conditions of employment; and

WHEREAS, as a result of these meetings recommended Memoranda of Understanding have been prepared for employees represented by the California Teamsters Local 911 and employees represented by Poway Firefighters' Association; and

WHEREAS, it is necessary to designate the salaries and benefits of the management, supervisory, professional and confidential employees of the City of Poway and an updated Salary and Benefit Plan has been prepared; and

WHEREAS, the City Council of the City of Poway wishes to adopt said MOUs and Salary and Benefit Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Poway as follows:

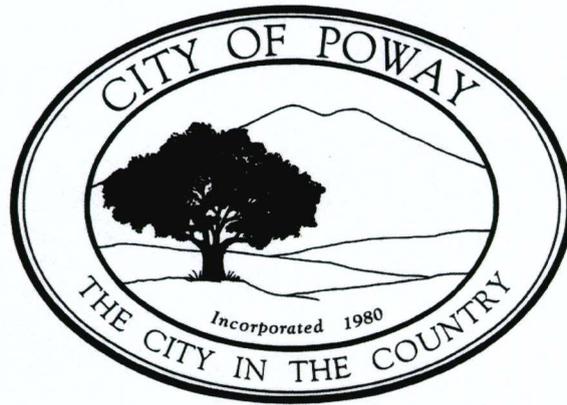
1. That the MOU between the City of Poway and the California Teamsters Local 911, attached hereto as Exhibit A, is hereby adopted, effective July 1, 2015, and shall be in effect through June 30, 2017.
2. That the MOU between the City of Poway and the Poway Firefighters' Association, attached hereto as Exhibit B, is hereby adopted, effective July 1, 2015, and shall be in effect through June 30, 2017.
3. That the Salary and Benefit Plan for the Management/Confidential group, attached hereto as Exhibit C, is hereby adopted, effective July 1, 2015, and shall be in effect through June 30, 2017.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Poway at a regular meeting this 16th day of June 2015.

Steve Vaus, Mayor

ATTEST:

Sheila R. Cobian, CMC, City Clerk



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF POWAY

AND

THE NON-SAFETY EMPLOYEES

~~July 1, 2013 – June 30, 2015~~

July 1, 2015 – June 30, 2017

Table of Contents

PART I. FULL-TIME EMPLOYEES 1

Article 1. General..... 1

 Section 1 - Purpose..... 1

 Section 2 - Scope..... 1

 Section 3 - General Provisions 1

 A. City Employer-Employee Relations Resolution..... 1

 B. Construction..... 1

 C. City Rights 1

 D. Employee Rights..... 2

 E. City Procedures 2

 F. Layoffs..... 3

Article 2. Severability and Savings..... 3

Article 3. Sympathy Action..... 4

Article 4. Duration of Agreement..... 4

Article 5. Wages 4

Article 6. Leaves..... 4

 Section 1 - Vacation..... 4

 A. Computing Annual Vacation Leave..... 4

 B. Vacation Leave Accrual..... 5

 C. Use of Vacation Time..... 5

 D. Payout of Vacation Leave..... 5

 Section 2 - Sick Leave..... 5

 A. Sick Leave Use..... 5

 B. Sick Leave Accrual..... 6

 C. Notification..... 7

 D. Worker's Compensation Illness or Injury..... 7

 E. Family Sick Leave..... 7

 F. Annual Conversion of Sick Leave..... 7

 G. Payout of Sick Leave..... 8

 Section 3 - Holidays 9

 A. Designated Holidays..... 9

 B. Holiday Pay..... 9

 Section 4 - Benefit Days..... 11

 Section 5 - Bereavement Leave..... 11

Section 6 - Jury Duty	12
Article 7. Payroll and Work Week	12
Section 1 - General	12
A. Regular Paydays.....	12
B. Community Services Work Schedule	12
Section 2 - Overtime	13
Section 3 - Compensatory Time-Off (CTO)	13
A. CTO Accumulation and Use.....	13
B. CTO Carryover.....	14
Section 4 - Deductions	14
A. Dues Deduction	14
B. Withdrawal of Dues Deduction	14
Section 5 - Work Hours	14
Article 8. Benefits	15
Section 1 - Hospital and Medical	15
Section 2 - Eye Care	15
Section 3 - Life Insurance.....	15
Section 4 - Long-term Disability Income Insurance.....	15
Section 5 - Flexible Benefits Program	16
Section 6 - Deferred Compensation	16
A. 457 Plan	16
B. 401(a) Plan.....	16
Article 9. Special Pay.....	17
Section 1 - Tuition Reimbursement	17
Section 2 - Uniforms and Equipment.....	18
A. Safety Shoes	18
B. Uniforms - General.....	18
C. Uniforms – Community Services Employees.....	19
D. Uniforms - Park Rangers.....	19
E. Jackets	20
Section 3 - Meal Allowance	20
Section 4 - Travel Expenses.....	20
Section 5 - On-Call Time	20
A. Field Forces	20
B. Operational Conditions.....	22
C. Filtration Plant.....	23
D. Operational Conditions.....	25

Section 6 - Shift Differential	25
A. Filtration Plant Employees	25
B. Public Works Employees	25
C. Community Services Employees	26
D. General	26
Section 7 - Callback Time	26
Section 8 - HVAC Certification Pay	26
Article 10. Service	26
Section 1 - Probation	26
Section 2 - Safety	27
Section 3 - Temporary Assignment to a Higher Level Vacancy	27
A. Out-of-Class Assignment	27
C. Consecutive Hours Worked	28
D. Conclusion of Assignment	28
E. Nature of Assignment	28
Section 4 - Meal and Rest Periods	28
Section 5 - Transfers	28
Section 6 - Reassignment	28
Section 7 - Layoff and Reemployment	28
Section 8 - Resignations	29
Article 11. Grievance	30
Section 1 - Purpose	30
Section 2 - Scope	30
Section 3 - Procedure	30
A. Informal Grievance Procedure	30
B. Formal Grievance Procedure	30
Section 4 - Conduct of Grievance Procedure	31
Article 12. Retirement and Social Security	31
Article 13. Personnel Rules	33
Article 14. Job Actions	33
Article 15. Americans with Disabilities Act Amended	33
Article 16. Posting of Agreement	34
<u>PART II: PART-TIME EMPLOYEES</u>	<u>35</u>
Article 1. General	35
Section 1 - Purpose	35
Article 2. Severability and Savings	35

Article 3. Sympathy Action.....	35
Article 4. Duration of Agreement.....	35
Article 5. Wages	35
Article 6. Leaves.....	36
Section 1 - Vacation.....	36
A. Computing Annual Vacation Leave.....	36
B. Vacation Leave Accrual	36
C. Use of Vacation Time.....	36
D. Payout of Vacation Leave	37
Section 2 - Sick Leave.....	37
A. Sick Leave Use.....	37
B. Sick Leave Accrual	38
C. Notification.....	38
D. Worker's Compensation Illness or Injury.....	38
E. Family Sick Leave.....	38
F. Payout of Sick Leave	39
Section 3 - Holidays	39
A. Designated Holidays	40
B. Holiday Pay.....	40
Section 4 - Bereavement Leave.....	40
Section 5 - Jury Duty.....	41
Article 7. Payroll and Work Week.....	41
Section 1 - General.....	41
A. Regular Paydays.....	41
B. Community Services Work Schedules	41
Section 2 - Overtime.....	42
Section 3 - Compensatory Time Off (CTO).....	42
Section 4 - Deductions	42
A. Dues Deduction.....	42
B. Withdrawal of Dues Deduction.....	43
Article 8. Benefits.....	43
Section 1 - Hospital and Medical	43
Section 2 - Eye Care	43
Section 3 - Flexible Benefits Program	44
Section 4 - Retirement and Social Security	44
Section 5 - Deferred Compensation	46
Article 9. Special Pay.....	46

Section 1 - Tuition Reimbursement	46
A. Safety Shoes	47
B. Uniforms - General.....	47
C. Uniforms - Community Services.....	48
Section 3 - Meal Allowance	48
Article 10. Service	48
Section 1 - Probation.....	48
Section 2 - Safety.....	49
Section 3 - Out-of-Class Assignment.....	49
Section 4 - Transfers.....	50
Section 5 - Reassignment	50
Section 6 - Layoff and Reemployment.....	50
Section 7 - Resignations	51
Article 11. Grievance	51
Section 1 - Purpose.....	51
Section 2 - Scope.....	52
Section 3 - Procedure.....	52
A. Informal Grievance Procedure.....	52
B. Formal Grievance Procedure.....	52
Section 4 - Conduct of Grievance Procedure.....	53
Article 12. Personnel Rules	53
Article 13. Job Actions.....	53
Article 14. Americans with Disabilities Act Amended	53
Article 15. Posting of Agreement	53

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-Milias-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, 2013~~ July 1, 2015, and terminate at 11:59 p.m. on ~~June 30, 2015~~ 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, 2013~~ 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, 2014~~ 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.

~~For the purpose of computing annual vacation leave, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek.~~ Annual vacation leave shall be computed in accordance with the following schedule:

<u>Years of</u> <u>Continuous Employment</u>	<u>Vacation Leave Credits</u> <u>Accrual</u>
1 through 5 years	96 hours per year or 3.692 hours per pay period for 26 pay periods.
After 5 years	120 hours per year or 4.615 hours per pay period for 26 pay periods.

After 10 years ~~144 hours per year or 5.538 hours per pay period for 26 pay periods.~~

After 15 years ~~168 hours per year or 6.462 hours per pay period for 26 pay periods.~~

B. Vacation Leave Accrual

~~Vacation time can be accumulated to a maximum of 150% of one year's eligibility.~~ Effective the pay period that includes July 1, 2015, employees in the Bargaining Unit will be allowed to accumulate vacation time to a maximum of 200% of one year's accrual. 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, such 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~~ as required by law.

Section 2 - Sick Leave

A. Sick Leave Use

Sick leave ~~shall not be considered a right but shall be allowed only in case of necessity~~ for the following qualifying reasons: and actual personal sickness illness, injury or disability.

~~Sick leave may be used for illness, dental and medical evaluations or treatments or other related activities.~~

- For the employee's 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 full-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 or 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, etc.) 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

~~Sick leave with pay may be granted to a~~All probationary and regular employees within the unit who are regularly 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.

~~For the purposes of computing sick leave, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek.~~

~~One (1) day s~~Sick leave shall be accrued at a rate of 3.69 hours per pay period. Employees will not accrue sick leave while on leave without pay status. ~~for each month of employment, for a total of twelve (12) working days, or ninety-six (96) hours per year.~~

~~Sick leave shall be granted to an employee only for actual working time off.~~

C. Family Sick Leave

In the event of illness in the immediate family, an An employee may use accrued sick leave not to exceed 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. Immediate family shall be

designated as mother, father, spouse, domestic partner, sister, brother, and children. Employee must notify his/her supervisor in advance, if possible, when such leave is being taken and so note in the cComments 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 illnessa 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 with the approval of the City Manager.

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, ~~etc.~~) will be used in its place.

~~Family Sick Leave~~

~~In the event of illness in the immediate family, an employee may use accrued sick leave not to exceed forty eight (48) hours in each fiscal year. Immediate family shall be designated as mother, father, spouse, domestic partner, sister, brother, and children. Employee must notify 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.~~

F. Annual Conversion of Sick Leave

In the last full pay period of the fiscal year, an employee may 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 can 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.

G.H. Payout of Sick Leave

After ~~ten~~ five years of continuous employment with the City and upon ~~termination or~~ 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. ~~Calculations will be at the employee's rate of pay at the time of retirement and the payout will not exceed \$5,000. 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):-

1.

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, ~~and shall be considered as the legal holiday.~~

To be eligible for holiday pay, an employee must be in a paid status in the pay period that includes the holiday. ~~on the day before and the day after a holiday.~~

B. B. Holiday Pay

1. ~~For the purpose of computing holiday pay, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek. 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 flex day accrual hours.

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 3.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 ~~the~~ Designated Holiday ~~s above~~.

B. 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 Days ~~s~~ 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 ~~two-216~~ benefit days ~~hours off~~ each fiscal year. ~~One of the two days will be known as Eight of the 16 benefit day hours is for~~ Cesar Chavez Day ~~and 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 ~~take use~~ a benefit day ~~hours off~~ 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 days ~~s~~ hours may be taken in one-hour increments.—. If not taken by the end of the last full pay period of the fiscal year, ~~the any remaining~~ benefit day(~~s~~) hours shall be forfeited. Employees who terminate employment shall be paid in a lump sum for the value of any remaining benefit days ~~s~~ hours.

Section 5 - Bereavement Leave

In the event of a death in the family, regular and probationary employees shall be eligible for up to ~~five 40 hours (5) days~~ 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. ~~father, mother, wife, husband, brother, sister, daughter, son,~~

~~grandparents, grandson, granddaughter, and brothers and sisters having one parent in common. It shall also include "in-law" relatives and those relationships generally called "step"; providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship. An employee may be eligible to use bereavement leave for a person who has been living with the employee in the same capacity of a spouse, provided, however, the employee has previously notified the Human Resources office, in writing, of the individual's name.~~

~~B. Pay for compensable bereavement leave shall be in the same amount as pay for sick leave for the same period.~~

~~G.B.~~ Bereavement leave is not compensable when the employee is on leave of absence, vacation, bona fide lay off, or for days falling outside the employee's regular work period.

~~D. It is not chargeable against sick leave.~~

~~E.C.~~ All requests for paid 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.

~~F. Employees on a flex hour schedule shall be compensated for a nine-hour day for paid bereavement leave, up to a maximum of 40 hours.~~

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.

~~The regular number of working or duty hours in a workweek from Monday through Sunday is established at 40 hours for all full-time employees in the unit.~~

~~B.~~

~~G.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 ~~HH~~ Holidays, as defined in Article 6, Section 3 shall be paid ~~for~~ 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 ~~vacation, sick~~ 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. ~~4.~~ 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.

4.5. 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.

~~For employees working an alternate work schedule (9/80) the workweek shall begin and end four hours into each employee's work schedule on his or her alternating regular day off.~~

~~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 100%percent of the premium.

An employee ~~may~~must first use sick leave then other accrued leave to supplement coverage under this benefit up to, but not in excess of, 100%percent of his/her regular 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

~~The City will provide a dollar-for-dollar match for the first five hundred dollars (\$500) an employee contributes to the 457 deferred compensation plan each fiscal year. 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 shall be entitled to receive credits for their accounts only after the completion of a full pay period. Only full-time employees shall be eligible for this benefit after the completion of one year of service.~~ Employees hired on or before June 30, 2004, shall have a one-year vesting period for the 401(a) plan. For ~~those 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 – ~~Retirement Health Savings Plan~~Employee Benefits Review

~~The City and Bargaining Unit agree to establish a joint committee with up to three (3) Bargaining Unit Representatives to evaluate the implementation of a Retirement Health Savings Plan (RHSP) for the Bargaining Unit. This committee will work toward developing a RHSP recommendation to provide employees with a mechanism to save for retirement health care costs and encourage prudent sick leave usage. The goal is to complete the evaluation and consider implementation of a RHSP by January 2014.~~

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 ~~\$170~~ \$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 ~~\$170~~ \$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 11 shirts and one jacket for Community Services employees who work five days per week, and seven shirts and one jacket for employees who work three days per week, 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

~~Full-time Park Rangers and the Recreation Coordinator assigned to interpretive services will receive a \$450 uniform allowance each fiscal year for the purchase of approved uniforms. Regular part-time employees in these classifications will receive a \$300 uniform allowance each fiscal year for the purchase of approved uniforms. The allowance will be paid in the last payday of each July. These amounts are in addition to the safety shoe reimbursement provided under this MOU. Maintenance standards for uniforms and equipment shall be determined by City. 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

~~Employees will be required to maintain these standards.~~ These employees will still receive a Safety

| Shoe allowance. In addition to the uniforms, ~~allowance~~, 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 Allowance 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. The Director of Public Works will establish an ad-hoc committee to develop an updated On-Call procedure. The committee will include up to three (3) Bargaining Unit Representatives.

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 ~~City~~-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 ~~City~~-Designated Holiday falls on the last day of a Standby period (e.g., Standby period ends on a Wednesday which is a ~~City~~-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 ~~City~~-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 ~~City~~-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 ~~City~~-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 positioning 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 City 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.

C. 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.

D. 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.

E. 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 ~~December 31, 2011~~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
- ~~2-3. No employer paid member contribution (EPMC).~~

Effective with the pay period including July 1, 2013, employees considered “new members” shall pay 50% of the “normal cost” (as determined by CalPERS annually). Currently, 50% of the “normal cost” is six and one-quarter percent (6.25%), which the “new member” employee will contribute 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 16 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.

[THIS PAGE INTENTIONALLY BLANK]

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, ~~2013-2015~~ and terminate at 11:59 p.m. on June 30, ~~2015~~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, ~~2013~~2015.

Wages shall increase by two and one half percent (2.5%) effective the beginning of the pay period which includes July 1, ~~2014~~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 ~~two years~~ 24 months of employment, as follows:

<u>Years of Continuous Employment</u>	<u>Vacation Leave Accrual Credits</u>
2 through 5 years	48 hours per year or 1.846 hours per pay period for 26 pay periods.
After 5 years	60 hours per year or 2.308 hours per pay period for 26 pay periods.
After 10 years	72 hours per year or 2.769 hours per pay period for 26 pay periods.
After 15 years	84 hours per year or 3.231 hours per pay period for 26 pay periods.

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 Credits Accrual</u>
<u>18 months through 5 years</u>	<u>2.77 hours per pay period</u>
After 5 years	<u>3.46 hours per pay period</u>
After 10 years	<u>4.15 hours per pay period</u>
After 15 years	4.85 hours per pay period

B. Vacation Leave Accrual

Vacation time can be accumulated to a maximum of ~~150~~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

~~Sick leave shall not be considered a right but shall be allowed only in case of necessity and actual personal sickness or disability. Sick leave may be used for illness, injuries, dental and medical evaluations or treatment or other related activities. If an employee's sick leave balance is exhausted, other paid leave (e.g. vacation, comp time, etc.) will be used.~~

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 or 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

~~Sick leave with pay may be granted to all regular employees within this unit who are employed in regular part-time positions after two years of employment.~~

~~For the purposes of computing sick leave, an eight (8) hour working day shall be considered as one fifth (1/5) of the number of working or duty hours in the established forty (40) hour work week.~~

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.

~~Sick leave shall be granted to an employee only for actual working time off.~~

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, ~~etc.~~) will be used in its place.

E. Family Sick Leave

~~In the event of illness in the immediate family, an~~ An regular part-time employee may use one half of their accrued annual sick leave leave not to exceed up to 24 hours in each fiscal year to care for a parent, parent in-law, child, spouse, domestic partner, grandparent, grandchild or sibling. Immediate family shall be designated as mother, father, spouse, domestic partner sister,

~~brother, and children.~~ Employee must notify his/her supervisor in advance if possible when such leave is being taken and so note in the ~~Comments~~ 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. Retirement Health Savings Plan

A Retirement Health Savings Plan (RHSP) will be implemented for regular part-time Non-Safety Employees as follows:

1. Any fees related to the RHSP will be paid by employees
2. 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.

F. G. Payout of Sick Leave

After ~~ten~~ five years of continuous employment with the City and upon ~~termination~~ or 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. 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).
24. Upon leaving the City employment for reasons other than retirement, ~~normal retirement~~, a ~~parthree~~—quarter-time employee will receive 25% 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 \$2,000.
23. Upon leaving the City employment for reasons other than retirement, a ~~parhalf~~-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.
34. 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 ~~two~~ 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 - Bereavement Leave

In the event of a death in the family, regular and probationary employees shall be eligible for a prorated 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 ~~father, mother, wife, husband, brother, sister, daughter, son, grandparents, grandson, granddaughter, and brothers and sisters having one parent in common~~. It shall also include "in-law" relatives and those relationships generally called "step," ~~providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship. An employee may be eligible to use bereavement leave for a person who has been living with the employee in the same capacity of a spouse, provided, however, the~~

~~employee has previously notified the Human Resources office, in writing, of the individual's name.~~

- B. ~~Pay for compensable bereavement leave shall be in the same amount as pay for sick leave for the same period.~~
- C. Bereavement leave is not compensable when the employee is on leave of absence, ~~vacation~~, bona fide lay off, or for days falling outside the employee's regular work period.
- D. ~~It is not chargeable against sick leave.~~
- E. All requests for ~~paid~~ 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 regular part-time employee working half time may elect to be covered by the City's medical and/or dental insurance plans after two years of employment if working half time. Those part-time employees working three quarter-time can elect these benefits after eighteen months of continuous employment.~~

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.

~~1-a. The half-time employee shall pay fifty percent (50%), and the City shall pay fifty percent (50%) of the health benefit premiums for the employee-only coverage.~~

~~a-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.

a-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 Benefits Program

The City will maintain a Flexible 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 administrated 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
- ~~2-3.~~ No Employer Paid Member Contribution (EPMC)-

Effective with the pay period including July 1, 2013, employees considered "new members" shall pay 50% of the "normal cost" (as determined by CalPERS annually). Currently, 50% of the "normal cost" is six and one-quarter percent (6.25%), which the "new member" employee will contribute on a pre-tax basis.

Section 5 - Deferred Compensation

The City will provide a dollar-for-dollar match for the first five hundred dollars (\$500) an employee contributes to the 457 deferred compensation plan each fiscal year.

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.

Section 6 – Retirement Health Savings Plan

~~The City and Bargaining Unit agree to establish a joint committee with up to three (3) Bargaining Unit Representatives to evaluate the implementation of a Retirement Health Savings Plan (RHSP) for the Bargaining Unit. This committee will work toward developing a RHSP recommendation to provide employees with a mechanism to save for retirement health care costs and encourage prudent sick leave usage. The goal is to complete the evaluation and consider implementation of a RHSP by January 2014.~~

Article 9. Special Pay

Section 1 - Tuition Reimbursement

- A. Regular part-time employees are eligible for tuition reimbursement after ~~five years~~ 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 ~~(e.g., course catalog description)~~ 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 ~~\$170~~ \$200 each fiscal year, on an 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 ~~\$170~~\$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

~~Regular part-time Park Rangers will receive a \$300 uniform allowance each fiscal year for the purchase of approved uniforms. The allowance will be paid in the last payday of each July. These amounts are in addition to the safety shoe reimbursement provided under this MOU. Maintenance standards for uniforms and equipment shall be determined by City. Employees will be required to maintain these standards. 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 ~~to the uniform allowance~~, 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 Allowance 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 permanent job assignment during any temporary assignment.

D. Consecutive Hours Worked

For purposes of determining the period of 80 consecutive hours, paid leave and holidays holiday pay, 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 - 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

DRAFT

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

~~Erin Dempster~~ Lisa Torres, Human Resources Mgr.

For the Representatives:

Chester Mordasini, President
California Teamsters, Local 911

Corey O'Reilly

~~Brad Ashwell~~ Jeff Zamora

~~Ted DeBont~~ Mike Estill

Tom Kester

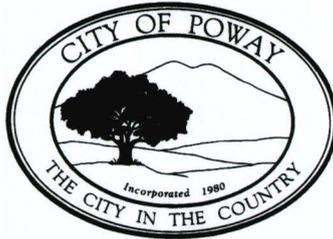
Matt Thompson

Maralee Anderson

Harry Williamson

Craig Winder

Gil Aguilar



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF POWAY

AND

POWAY FIREFIGHTERS' ASSOCIATION

Effective July 1, ~~2013-2015~~ – June 30, ~~2015~~2017

TABLE OF CONTENTS

ARTICLE 1. GENERAL	1
Section 1. Purpose	1
Section 2. Scope	1
Section 3. General Provisions	1
ARTICLE 2. SEVERABILITY AND SAVINGS	3
ARTICLE 3. SYMPATHY ACTION	4
ARTICLE 4. DURATION OF AGREEMENT	4
ARTICLE 5. WAGES	4
ARTICLE 6. LEAVES	4
Section 1. Vacation	4
Section 2. Sick Leave	6
Section 3. Holidays.....	9
Section 4. Bereavement Leave.....	9
Section 5. Shift Trade.....	10
ARTICLE 7. PAYROLL AND WORKWEEK	11
Section 1. General.....	11
Section 2. Overtime	11
Section 3. Dues Deduction.....	11
Section 4. Compensatory Time Off (CTO).....	11
Section 5. Call-Back Time.....	12
ARTICLE 8. BENEFITS	12
Section 1. Health.....	12
Section 2. Eye Care	12
Section 3. Life Insurance	12
Section 4. Long Term Disability Income Insurance	13
Section 5. Flexible Benefits Program	13
Section 6. Deferred Compensation.....	13
Section 7. Retirement Health Savings Plan.....	14
Section 1. Tuition Reimbursement	15
Section 2. Uniforms and Equipment	16
Section 3. Acting Pay.....	17
Section 4. Travel Expenses.....	17

ARTICLE 10. SERVICE	17
Section 1. Probation	17
Section 2. Prohibition of Tobacco Use.....	18
Section 3. Safety	18
Section 4. Meal and Rest Periods	18
Section 5. Transfers	18
Section 6. Layoff and Abolishment of Positions	18
Section 7. Driving Eligibility.....	19
Section 8. Licenses and Certificates.....	19
Section 9. Direct Deposit	19
Section 10. Resignations.....	19
Section 11. Training and Seminars.....	20
ARTICLE 11. GRIEVANCE PROCEDURE	20
ARTICLE 12. RETIREMENT AND SOCIAL SECURITY	20
ARTICLE 13. MAINTENANCE OF BENEFITS	22
ARTICLE 14. JOB ACTIONS	22
ARTICLE 15. AMERICANS WITH DISABILITY ACT	22
ARTICLE 16. PERSONNEL RULES	22
ARTICLE 17. POSTING OF AGREEMENT	23

MEMORANDUM OF UNDERSTANDING

This is a memorandum of understanding as provided for in the California Government Code, Sections 3500 through 3510, which is also known as the Meyers-Millias-Brown Act. This memorandum is hereinafter referred to as the Agreement, between the City of Poway, hereinafter referred to as the City, and the Poway Firefighters' Association, hereinafter referred to as the Association or Bargaining Unit.

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

ARTICLE 1. General

Section 1. Purpose

This Agreement recognizes the Association as the majority representative of the safety unit, which consists of Fire Captain, Fire Engineer, and Firefighter/Paramedic, and represents the unit for matters within the scope of meet and confer.

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.

Section 3. General Provisions

A. City Employer-Employee Relations Resolution

The Association herein adopts by reference the City Employer-Employee Relations Resolution in its present form. The City agrees to meet and consult with the Association regarding the impact on its members of proposed amendments.

B. Construction

The rights, powers and authority of the City in all matters shall not be modified or restricted by 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; 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. City Procedures

1. Unit Determination. The City reserves the privilege of establishing units for meet and confer, but will maintain the safety unit for the duration of this Agreement.
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 compensation for a reasonable number of recognized representatives of the Association for the purpose of meet and confer and for grievance representation. Reasonableness is determined by the Director of Safety Services. Members of the Association may work for another member pro bono (a shift substitution) due to Association activities following the joint approval of the Director of Safety Services or designee and a Board member of the Association.
5. Access to Work Location. Representatives of employee organizations may be allowed reasonable access to work locations 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 D. City Procedures.
6. Use of City Facilities. Employee organizations may, with prior approval of the City Manager, be granted the use of City facilities during non-working hours for meetings of City employees, provided space is available, and provided further such meetings are not used for organizational activities, membership drives, or political activities 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 which 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. 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. The City and Association will establish a list of locations, which will be maintained by and on file with the Human Resources Manager.

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. The Association will be duly notified of any legislative action invalidating any section of this Agreement.

In addition, the City will meet and consult with representatives of the unit prior to the implementation of new programs which have an impact on the unit.

ARTICLE 3. Sympathy Action

During the term of this Agreement, neither the Association 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, ~~2013-2015~~ and terminate at 11:59 p.m. on June 30, ~~2015~~2017.

At the expiration of this Agreement, in whole or in part and in the absence of a new agreement, the Association and the City agree to continue operating under the provisions of this Agreement until such time as a new agreement is reached, provided, however, such new agreement shall be retroactive to the date of expiration of this Agreement or any part of this Agreement.

ARTICLE 5. Wages

Wages shall increase by two percent (2%) for all job classifications, effective the beginning of the pay period which includes July 1, ~~2013~~2015.

Wages shall increase by two ~~and one half~~ percent (~~2.5~~5%) for all job classifications, effective the beginning of the pay period which includes July 1, ~~2014~~2016.

The Salary Schedule is shown in Exhibit A.

ARTICLE 6. Leaves

Section 1. Vacation

A. **Computing Annual Vacation Leave**

All employees who have served more than one year of continuous service shall be entitled to vacation leave with pay.

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

1 through 5 Years of Continuous Employment

Vacation Leave Credits

112-hour biweekly employees

~~144 hours per year or~~ 5.538 hours

	per pay period for 26 pay periods
80-hour biweekly employees	96 hours per year or 3.692 hours per pay period for 26 pay periods
<u>After 5 Years of Continuous Employment</u>	
	<u>Vacation Leave Credits</u>
112-hour biweekly employees	180 hours per year or 6.923 hours per pay period for 26 pay periods
80-hour biweekly employees	120 hours per year or 4.615 hours per pay period for 26 pay periods
<u>After 10 Years of Continuous Employment</u>	
	<u>Vacation Leave Credits</u>
112-hour biweekly employees	216 hours per year or 8.308 hours per pay period for 26 pay periods
80-hour biweekly employees	144 hours per year or 5.538 hours per pay period for 26 pay periods
<u>After 15 Years of Continuous Employment</u>	
	<u>Vacation Leave Credits</u>
112-hour biweekly employees	240 hours per year or 9.231 hours per pay period for 26 pay periods
80-hour biweekly employees	160 hours per year or 6.154 hours per pay period for 26 pay periods

B. Vacation Leave Accrual

Vacation time can be accumulated to a maximum of two times one-year's eligibility. When an employee's vacation leave accrual reaches the maximum level, the employee will stop accruing additional vacation leave until 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 the Director of Safety Services in the event a vacation request is denied.

C. Use of Vacation Time

The times at which an employee may take their 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. All requests for vacation time off shall be for a minimum of four hours.

In the event one or more holidays fall within a vacation leave period, the normal holiday pay will be paid.

Effective December 1, 2008, no more than six employees can be on vacation or comp time off per 24-hour shift.

Requests for vacation times are determined on a first-come, first-served basis. In the event that multiple requests for vacation are received at the same time, seniority will be the deciding factor. Seniority as it is referred to here shall be determined by the date of hire within the City of Poway Department of Safety Services. If more than one employee shares the same date of hire, a method of chance will be utilized to determine the individual that will be granted the vacation time off. This could include the selection of a recorded number, draw of the cards, or roll of the dice.

When it is necessary to hire back to fill a vacancy to maintain the Department staffing plan, a system of rank-for-rank hire back shall be utilized first. In the event this process does not result in filling the vacation request, then employees who meet the Department's requirement to serve in an out-of-class-acting (OCA) capacity shall be contacted to fill the vacancy. In no event shall an individual of a higher rank be utilized to fill a lower ranking position without first consulting the Operations Chief if during the normal work day, or the Duty Chief if after hours. The decision of the Chief Officer on this matter will prevail.

D. Payout of Vacation Leave

Employees who terminate employment shall be paid a lump sum for all vacation leave earned prior to the effective date of ~~termination, termination, as required by law. provided they are otherwise entitled to vacation leave with pay.~~

E. Vacation Conversion

The City will allow the conversion of accumulated vacation to cash subject to the following requirements:

1. An employee must have at least three years of continuous service with the City.
2. A maximum of two shifts (48 hours) per year may be converted to cash at the current hourly rate.
3. After the conversion, the employee must have at least 96 hours of accrued vacation.

Section 2. Sick Leave

A. Sick Leave Use

Sick leave shall be allowed for the following qualifying reasons:

- For the employee's 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 the California Kin Care Law, regular full-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 services:
 - A temporary restraining order or restraining order
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or 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

Sick leave with pay may be granted to all probationary and regular employees within the Bargaining Unit who are employed in regular full-time positions. ~~Sick leave shall not be considered a right but shall be allowed only in case of necessity and actual personal sickness or disability.~~

~~Sick leave shall be accrued for each month of employment in accordance with the~~

following schedule:

Sick Leave Credits

112-hour biweekly employees

~~12 hours per month or 5.538 hours per pay period for 26 pay periods~~

80-hour biweekly employees

~~8 hours per month or 3.692 hours per pay period for 26 pay periods~~

~~Sick leave shall be granted to an employee only for actual working time off.~~

Accumulation of sick leave shall be unlimited.

In the event a 112-hour biweekly employee is scheduled to work on a Designated Holiday and is out on sick leave, the normal holiday pay will be paid.

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

B. Notification

In order to receive compensation while absent on sick leave, the employee shall notify the designated Fire Department point of contact prior to the beginning of his/her daily duties.

The Director of Safety Services may require certification by an employee's physician that the employee is able to return to work in order to receive compensation for sick leave, if:

1. The sick leave spans two or more consecutive scheduled shifts, and
2. An abuse of sick leave is suspected, and
3. The employee has been formally counseled regarding the abuse.

This requirement is at the discretion of the Director of Safety Services. However, the Director of Safety Services may require such certification when the City deems necessary, regardless of the time taken, subject to prior employee counseling.

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 with the approval of the City Manager.

C. Family Sick Leave

~~In the event of illness in the immediate family, Aa~~ 112-hour biweekly employee may use accrued sick leave up to three (3) twenty-four hour shifts (72 hours) and an 80-hour biweekly employee may use up to forty-eight (48) hours of accrued sick leave in each

fiscal year to care for a parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling. ~~Immediate family shall be designated as mother, father, brother, sister, spouse, domestic partner and dependent children.~~ Employees must notify the designated Fire Department point of contact in advance when such leave is being taken and so note ~~in~~ on the comments section of his/her time card, as well as a Leave Request, if done in advance. An employee cannot use personal sick leave in place of Family Sick Leave.

Section 3. Holidays

A. Designated Holidays

The holidays for 112-hour biweekly employees in this unit are as follows:

New Year's Day	January 1
Martin Luther King Jr. 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
Thanksgiving Friday	Friday after Thanksgiving
Christmas Day	December 25

The 80-hour biweekly employees in this unit shall be entitled to the same holidays off as other 80-hour employees in the City, which in no event shall be less than the above listed holidays.

Holiday pay for the 112-hour biweekly employees in this unit shall be 12 hours pay at their regular rate of pay.

In addition to regular pay for hours worked, employees in this unit shall be paid holiday pay, whether on or off duty on the holidays above.

To be eligible for holiday pay, an employee must be in a paid status ~~the day before and the day after a holiday in the pay period that includes the holiday.~~

Section 4. Bereavement Leave

In the event of a death in the family, a 112-hour biweekly employee shall be eligible for ~~two (2) twenty-four hour shifts (up to 48 hours)~~ off with pay to attend the funeral or make funeral arrangements; an 80-hour biweekly employee shall be eligible for up to three (3) working days off (24 hours) with pay, subject to the following provisions:

- A. The relatives designated shall include child, parent, sibling, grandparent, grandchild, and domestic partner. ~~father, mother, wife, husband, brother, sister, daughter, son, grandparents, grandson, granddaughter, and brothers and sisters having one parent in common.~~ It shall also include "in-law" relatives and those relationships generally called "step", ~~providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship. An employee may be eligible to use bereavement leave for a person who has been living with the employee in the same capacity of a spouse, provided, however, the employee has previously notified the Human Resources office, in writing, of the individual's name.~~
- B. Bereavement leave is not compensable when the employee is on leave of absence, bona fide layoff, or for days falling outside the employee's regular work period.
- C. ~~Bereavement leave is not chargeable against sick leave.~~ All requests for paid bereavement leave shall be made in writing as soon as practical but in no even later than the first day back to work, and shall be subject to the approval of the Human Resources Manager or designee.

Section 5. Shift Trade

Employees assigned to a 112-hour biweekly work schedule are permitted to trade shifts in accordance with the following provisions:

- A. All shift trade requests are made voluntarily by the employees involved.
- B. Compensable hours for involved employees will not change due to the trade.
- C. Shift trades can only be agreed upon by two employees of the same rank and required certification to perform the substituted role, such as Tiller Operator.
- D. Shift trades shall be scheduled for a minimum of four hours and be completed within 180 days of the initial traded hours.
- E. The "banking" of shift trade hours owed by one employee to another is not permitted.
- F. Shift trades must be approved following Department policy.
- G. Upon approval, the traded shift becomes the responsibility of the substituting employee. If the substituting employee is unable to work the traded shift due to illness, the substituting employee shall be charged sick leave.
- H. Shift trades should not cause overtime.

Shift trades between employees will not be considered when determining the maximum number of employees off during a 24-hour shift.

ARTICLE 7. Payroll and Workweek

Section 1. General

Employees in this unit shall be assigned to either an 8-hour or a 24-hour shift. The workweek will consist of 40 or 56 hours respectively.

~~The City will make every effort to have regular paychecks available on the Thursday afternoon following the close of the pay period.~~

Section 2. Overtime

Work in excess of the employee's regular scheduled time will constitute overtime, and if such time is approved, it shall be compensated at one-and-one-half (1-1/2) times that employee's regular rate of pay.

The FLSA work period for 112-hour biweekly employees shall coincide with the regular biweekly payroll period of 14 days. The number of overtime hours shall be determined in accordance with the provisions of FLSA and this Agreement.

For the purposes of computing overtime, hours of paid leaves of absences shall be considered as hours worked. Workers Compensation leave (Labor Code §4850) shall not be considered hours worked for purposes of computing overtime. In instances where an additional shift or unscheduled hours are worked prior to the first day of Workers Compensation leave within the employee's FLSA period, the additional shift or unscheduled hours shall be paid at the FLSA overtime rate.

Section 3. Dues Deduction

Upon written request to Human Resources, employees may elect to pay dues to the Poway Firefighters' Association through payroll deduction. Checks will be made payable to the Poway Firefighters' Association only.

Section 4. Compensatory Time Off (CTO)

Compensatory time off (CTO) will be earned at the straight time rate for each hour worked. The additional one-half hour of overtime compensation for each hour worked will be paid in cash. The maximum accumulation of CTO off shall be 72 hours for all 112-hour biweekly employees. The maximum accumulation of CTO shall be 80 hours for all 80-hour biweekly employees in this unit. The accumulation of hours shall be reduced to 48 hours at the end of each fiscal year for all 112-hour biweekly employees. The accumulation of hours shall be reduced to 40 hours at the end of each fiscal year for all 80-hour biweekly employees. The employee shall be compensated for the excess accumulation in a cash payment as part of the final pay period of the fiscal year.

Requests for the use of CTO shall be valued the same as requests for vacation time off. All requests for CTO must be for a minimum of four hours. Effective December 1, 2008, no more than six employees can be on vacation or CTO per 24-hour shift.

Requests for cash payment of accumulated CTO throughout the fiscal year, other than mandatory reduction at the end of the fiscal year, shall be paid during the pay period in which requested.

Section 5. Call-Back Time

Employees called back to work after expiration of their normal work day or shift to perform emergency work shall be guaranteed minimum call-back time of two (2) hours at the appropriate overtime rate in the event the employee is released from duty within two (2) hours from the time of call. Call-back time will begin at the time of the call when the employee is required to prepare for and report to duty immediately. The employee shall make every effort to report to work as soon as possible after being called back, and in no event shall call-back pay commence sooner than one hour prior to the time the employee reports to work. For purposes of determining eligibility for minimum call-back time, returning to duty to maintain a manning level as determined by the Director of Safety Services will be considered emergency work.

ARTICLE 8. Benefits

Section 1. Health

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 between the City and the employee. The City shall pay one-half of the dependent medical and dental premium cost. 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 for the term of this Agreement.

Section 2. Eye Care

The City will provide an eye care plan. The City shall pay 100% 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 company, shall be covered under a group life insurance plan for the amount of one and one-half (1-1/2) times annual income (\$15,000 minimum).

Section 4. Long Term Disability Income Insurance

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

The monthly benefit provided under this coverage will be 66-2/3%—percent of the employee's monthly earnings. The acceptance of an employee's application for long-term disability is subject to the approval of the insurance carrier. The insurance carrier is responsible for calculating the exact benefit amount, based on each individual's income status.

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

The City pays 100% of the premium.

An employee may use sick leave and other accrued leave to supplement coverage under this benefit up to, but not in excess of, 100% of his/her regular rate of pay.

Section 5. 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 benefit. providing reimbursement accounts for medical and dental plan deductibles and co-payments; orthodontia; hearing exams and aids; vision care; and other health care expenses not covered by existing medical and dental coverage. Additional elements of the Program may include reimbursement accounts consisting of child/dependent care, before and after school care, and other plan design options.

~~The Program will be maintained in accordance with applicable IRS statutes in order to provide employees the greatest possible tax benefit.~~

Section 6. Deferred Compensation

In addition to the City's existing 457 deferred compensation plan, the City will provide a 401(a) Deferred Compensation Plan. Only full-time employees shall be eligible for this benefit. Employees hired on or before June 30, 2004, shall have a one-year vesting period for the 401(a) plan. For those hired on or after July 1, 2004, the vesting schedule will be as follows for any contributions made by the City:

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. Retirement Health Savings Plan

The City agrees to provide a Retirement Health Savings Plan (RHSP) for employees. Any fees related to the RHSP will be paid by employees.

A. The City will contribute \$35.38 per full biweekly pay period into each employee's RHSP account effective with the pay period that includes July 1, 2013⁵.

B. Annual conversion of sick leave hours:

Employees must annually convert 40 hours of sick leave to cash as an RHSP deposit in the first full pay period each July, beginning July 2009, when:

1. Their sick leave balance is at least 200 hours after conversion, and
2. The employee used 72 hours or less sick leave in the prior fiscal year (July 1 – June 30).

C. Conversion of sick leave hours at service/non-disability retirement:

1. Remaining sick leave hours at service/non-disability retirement shall be converted to cash as an RHSP deposit.
2. The maximum cash value shall be \$~~10,710~~11,142 effective July 1, 2013⁵.
3. The maximum cash value shall increase to \$~~10,924~~11,420 effective July 1, 2014⁶.
4. The maximum cash value shall thereafter increase by the same percentage as future MOU salary increases (e.g., 2% across-the-board salary increase would increase the maximum by 2%, or \$~~10,924~~11,420 x 1.02 = \$11, ~~142~~648) effective the same date as that salary increase.
5. If future salary increases vary by rank, the maximum cash value shall increase by the highest percentage salary increase granted for any rank represented by the Association.

Section 8. Employee Benefits Review

The City will establish a joint committee with up to three (3) Bargaining Unit representatives to evaluate employee benefits, including the potential 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:

2016 Plan Year

August 2015 – Review Strategic Planning Report (State of the Market, ACA, Benchmarking)

September 2015 – Review Marketing Analysis (Renewal Rates, Plan Alternatives)

The 2016 Plan year review will review and confirm the healthcare conditions facing the City (e.g., rising costs, ACA provision); 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.

2017 Plan Year

August 2016 – Review Strategic Planning Report

September 2016 – Review Marketing Analysis

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.

Note: Willis, the City's third-party benefits administrator, would guide each meeting

Section 9. 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

Employees in the Association shall be allowed to participate in the tuition reimbursement program outlined in the Personnel Rules. The maximum amount of reimbursement shall be \$1,500 per fiscal year per employee and will be available on a first-come, first-serve basis. The total funds available to the Association will be \$10,000 each fiscal year. Funds remaining in any one fiscal year cannot be carried over to a future year. Approved fire service classes and professional and technical courses in accredited educational institutions are eligible provided that:

- A. The employee has received at least an overall satisfactory rating on his/her last performance evaluation.
- B. The subject matter of the course relates directly to and contributes toward the performance of the employee's position with the City.
- C. The employee submits a Request for Tuition Reimbursement form to the department Director and Human Resources within three (3) weeks after the beginning of the class.
- D. Before receiving reimbursement, the employee shall furnish proof of payment and evidence that he/she has completed the course with a grade of "C" or better, if the grade of "C" is acceptable for graduation. A "pass" will be accepted for classes where a pass/fail grading system is used. For approved fire service classes a certificate of completion is required.

Section 2. Uniforms and Equipment

The City will provide all uniforms that are required by the City in accordance to the following:

- A. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Director of Safety Services and shall include items specified in Section 2, Item C, below.
- B. Safety clothing required in the performance of duties shall be provided by the City. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.
- C. Standards of maintenance of uniforms and equipment shall be determined by the City. Employees will be required to maintain these standards. Uniforms to be purchased by the City include:

1. Shirts (4)	4. Jacket w/liner (1)	7. T-shirts (6)
2. Pants (4)	5. Socks (6 pr.)	8. Belt (1)
3. Sweatshirt (1)	6. Physical Training Shorts (1)	9. Ball cap (1)

- D. Uniform replacements will be made on an as-needed basis as determined by the Department Director or designee.
- E. Uniform allowance as defined by the California Public Employees' Retirement System (CalPERS) is a form of compensation for "classic members" of CalPERS 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. Acting Pay

- A. Compensation for working in an acting assignment in the rank of Fire Engineer or Fire Captain shall be paid at the next step in the employee's current range or a minimum of 5% above the employee's current compensation rate.

Acting pay will commence after the employee has worked a minimum of 12 consecutive hours in an acting assignment retroactive to the first hour of the assignment. Thereafter, acting pay will continue for every consecutive hour worked in the acting assignment until the employee is relieved of the acting assignment.

- B. In order for an employee to be eligible to work in an out-of-class position, the employee must have successfully passed the most recent promotional examination for that out-of-class position.
- C. Serving in an acting capacity will not alter employees' anniversary dates for probationary status or merit increases.

Section 4. Travel Expenses.

Travel expense approval will be in alignment with the City's current policy.

Section 5. Bilingual Pay

The City agrees to study bilingual pay (organizational need, eligibility, compensation, certification, etc.) and develop a recommendation by June 2016.

ARTICLE 10. Service

Section 1. Probation

All appointments shall be for a probationary period of not less than one year. During the probationary period, the employee may be rejected at any time without the right of appeal or hearing. The Department Director shall have the authority to extend the initial period of probation for an additional three (3) months.

If any employee is rejected during the probationary period from a position to which he/she has been promoted, the City shall make every reasonable effort to retain the employee in any vacant position in a public safety position for which he/she is qualified. Such efforts may include acceptance of the employee's request for a voluntary demotion to a vacant position.

This provision shall not apply if the employee is released from probation due to repeated or single acts of misconduct specified in Rule 14.2 of the City's Personnel

Rules.

Section 2. Prohibition of Tobacco Use

The City agrees to require new hires with an original appointment date after July 1, 2000, to not use tobacco products, and will require continued nonuse as a condition of their employment.

Section 3. Safety

The Association adopts the following by reference:

1. The City has a Central Safety Committee with representatives from all units.
2. The City and all employees shall comply with any applicable Federal and State law.
3. The City and all employees shall comply with any safety policy and/or procedure that may from time to time be promulgated by the City Council or the Safety Services Department.

Section 4. Meal and Rest Periods

Meal periods and rest periods will be permitted insofar as they are practicable and consistent with operational interests.

In the event of an extended emergency response, the City will reimburse the members of the Poway Firefighters' Association \$5.00 per meal, per person when such a response will not allow the fire crews to return to station by 1300 hours for lunch, or \$7.50 per meal, per person when returning after 1830 hours for dinner. Reimbursement will be made directly to the affected crew members. All meals will be purchased and consumed within the City limits, whenever practical.

Section 5. Transfers

If an employee assigned to a 112-hour biweekly work schedule is transferred to a position on an 80-hour biweekly schedule, the employee's sick leave and vacation leave accrual rates along with their respective balances shall be adjusted proportionately to reflect the new schedule for an 80-hour biweekly employee. If an employee is transferred from an 80-hour biweekly schedule to a 112-hour biweekly schedule, the sick leave and vacation accrual rate and balances shall be similarly adjusted.

Section 6. Layoff and Abolishment of Positions

The City may abolish any position and the employee may be laid off without disciplinary action or without the right of appeal.

Whenever the City deems it necessary to reduce the number of employees in any classification, the employee may be laid off without disciplinary action or without the

right of appeal.

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

The City's layoff procedures are contained in Rule 13 (Separation from Service) of the City's Personnel Rules, in effect at the time the layoff decision is made.

Section 7. Driving Eligibility

Employees who drive a vehicle for City business shall have a valid California Driver's License. The City participates in the California Department of Motor Vehicles' "pull program." The City reserves the right to check at any time with the Department of Motor Vehicles and/or an employee to determine if the employee's license is valid. If an employee's driver's license is revoked, suspended or otherwise made invalid by the Department of Motor Vehicles, the employee must inform his/her supervisor immediately.

Section 8. Licenses and Certificates

Employees must maintain licenses and certification as outlined in their respective job specifications at all times. In order to ascertain the validity of the employee's licenses and certificates, employees must present licenses and certificates to their supervisor upon request. If any of an employee's licenses or certificates are revoked, suspended or otherwise made invalid, the employee must inform his/her supervisor immediately.

Section 9. Direct Deposit

All employees will have mandatory direct deposit. Employees will provide authorization to the City to electronically deposit their paychecks to a financial institution of their choice.

Section 10. 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.

Section 11. Training and Seminars

The City provides funds for training and educational seminars as the budget reasonably permits. Tuition and fees for training and educational seminars are paid from these funds. Employees requesting tuition for emergency services, job-related educational seminars must obtain approval in advance from the Director of Safety Services. Employees attending such seminars during their normal duty hours will not be charged vacation leave or compensatory time off leave. Employees attending such seminars on their own time will not be compensated for that time.

ARTICLE 11. Grievance Procedure

The Association and City will adhere to the grievance procedure as stated in the Personnel Rules, Rule 15, in effect at the time of the grievance. In addition to Step Five of the Grievance Procedure set forth in the Personnel Rules, the final level of review shall be contained in the Memorandum of Understanding with the Association as follows:

If the employee does not agree with the decision reached in Step Five of the Grievance Procedure, he/she may present the appeal in writing to the City Council.

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.

ARTICLE 12. Retirement and Social Security

The City will provide retirement benefits through the Public Employees' Retirement System. The City does not participate in the Social Security System.

The use of the terms "classic member" and "new member" shall be as defined in the Public Employee 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 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 Bargaining Unit will contribute nine percent (9%) of his/her PERSable salary (excluding overtime) on a pre-tax basis towards the “member contribution” portion of their CalPERS retirement account.

The City currently contracts with the California Public Employees’ Retirement System (CalPERS) to provide the following system features:

1. The retirement option known as 3%-at-50 formula;
2. Average of three highest years’ compensation;
3. The Index Level of 1959 Survivors Benefit; and
4. Pre-Retirement Optional Settlement 2 Death 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 employees hired after December 31, 2011 and considered “classic members”. The second-tier shall provide:

1. The retirement option known as 3%-at-55 formula;
2. The Index Level 1959 Survivors Benefits;
3. Average of three highest years’ compensation; and
4. Pre-Retirement Optional Settlement 2 Death Benefit.

An employee in the second-tier will contribute nine percent (9%) of his/her PERSable salary (excluding overtime) on a pretax basis towards the “member contribution” portion of their CalPERS retirement account.

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 formula known as 2.7%-at-57 formula; and
2. Average of three highest years' compensation with no Employer Paid Member Contribution (EPMC).

~~Effective with the pay period including July 1, 2013, e~~Employees considered "new members" shall pay 50% of the "normal cost" (as determined by CalPERS annually) on a pre-tax basis. ~~Currently, 50% of the "normal cost" is eleven and one-half percent (11.5%), which the "new member" employee will contribute on a pre-tax basis.~~

ARTICLE 13. Maintenance of Benefits

All rights, privileges, and terms and conditions of employment in full force and effect under the previous MOU and not in conflict herewith shall become a part herein until mutually modified, or otherwise changed by the parties hereto.

ARTICLE 14. Job Actions

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

ARTICLE 15. Americans with Disability Act

The City and the Bargaining Unit agree that they are subject to and must conform to the Americans with Disability Act Amendments Act (ADAAA).

ARTICLE 16. Classification and Compensation Study

1. The City will include funding for a comprehensive classification and compensation study in the FY2015-2016/2016-2017 budget;
2. The City will issue an RFP in 2015-16, to include professional services that will identify industry-standard incentive pay(s), including education incentive pay, for Safety classifications;
3. 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.
4. 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 16. Personnel Rules

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

I

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.

DRAFT

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

For the City:

For the Association:

Tina White
Assistant City Manager

Mike Powell

Scott Edwards
Director of Administrative Services

Brian Mitchell
Fire Captain/Paramedic

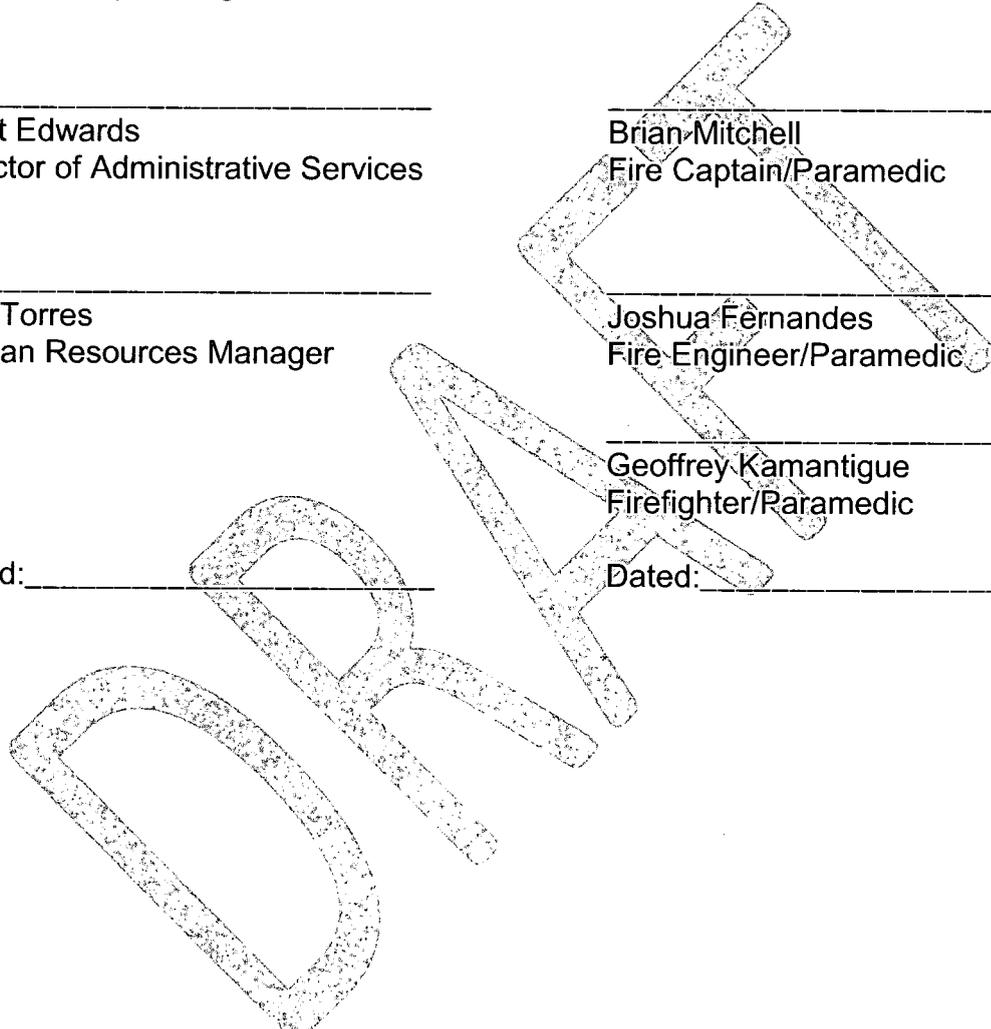
Lisa Torres
Human Resources Manager

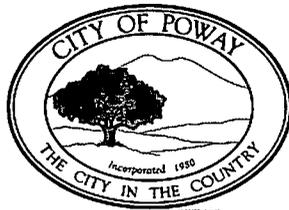
Joshua Fernandes
Fire Engineer/Paramedic

Geoffrey Kamantigue
Firefighter/Paramedic

Dated: _____

Dated: _____





SALARY AND BENEFIT PLAN

FOR THE

CITY OF POWAY

MANAGEMENT/CONFIDENTIAL GROUP

July 1, 2013 – June 30, 2015

July 1, 2015 – June 30, 2017

TABLE OF CONTENTS

Article 1. Salary Schedule	4
Article 2. Leaves	4
<i>Section 1. Vacation</i>	4
A. Groups 1-3 - Management.....	4
B. Group 4 - Confidential.....	5
<i>Section 2. Executive Leave</i>	7
A. Group 1.....	7
B. Groups 2A and 2B.....	7
<i>Section 3. Sick Leave</i>	7
A. Sick Leave Use.....	7
B. Sick Leave Accrual.....	8
C. Notification.....	8
D. Family Sick Leave.....	9
E. Annual Conversion of Sick Leave.....	9
<i>Section 4. Holidays</i>	11
A. Designated Holidays.....	11
B. Holiday Pay.....	11
<i>Section 5. Bereavement Leave</i>	12
<i>Section 6. Benefit Days</i>	13
<i>Section 7. Jury Duty</i>	13
Article 3. Payroll and Workweek	14
A. Groups 1, 2A and 2B - Management.....	14
B. Groups 3 and 4 - Professional/Confidential.....	14
C. Work Hours.....	15
Article 4. Benefits	16
<i>Section 1. Hospital and Medical</i>	16
<i>Section 2. Eye Care</i>	16
<i>Section 3. Life Insurance</i>	16
<i>Section 4. Deferred Compensation - All Groups</i>	16
<i>Section 5. Long Term Disability Income Insurance</i>	17
A. Group 1 - Management.....	18
B. Groups 2- 4.....	18
<i>Section 6. Workers' Compensation Insurance</i>	18
<i>Section 7. Unemployment Insurance/State Disability Insurance</i>	19
<i>Section 8. Flexible Benefits Program</i>	19
<i>Section 9. Part-Time Employee Benefits</i>	19
Article 5. Special Pay	19
<i>Section 1. Tuition Reimbursement</i>	19

Section 2. Uniforms and Equipment	20
Section 3. Acting Pay	20
A. Groups 1-3 - Management	20
B. Group 4 - Confidential	21
Section 4. Physical Examinations	22
Section 5. Travel Expenses	22
A. Group 1-2A - Management	22
B. Groups 2B, 3 and 4 - Management/Confidential	22
Article 6. Service	22
Section 1. Transfers	22
Section 2. Layoff and Reemployment	22
Section 3. Resignations	23
Article 7. Retirement and Social Security	24
Section 1. CalPERS	24
Section 2. PARS	25
1. Non-Safety Group 1:	25
2. Non Safety Group 1:	25
3. Non-Safety Groups 2-3:	25
4. Group 4 if hired before March 28, 2008:	25
5. Group 4 if hired on or after March 28, 2008:	26
Article 8. Personnel Rules	26

DRAFT

Article 1. Salary Schedule

Wages shall increase by two percent (2%) effective the beginning of the pay period which includes July 1, ~~2013~~2015.

Wages shall increase by two and one half percent (2.5%) effective the beginning of the pay period which includes July 1, ~~2014~~2016.

Wages shall be paid in accordance with the salary schedule attached as Exhibit A.

Article 2. Leaves

Section 1. Vacation

A. Groups 1-3 - Management

1. Computing Vacation Leave

All employees in the management group, who have served for a minimum of six (6) months of continuous service, shall be entitled to vacation leave with pay.

~~For the purpose of computing annual vacation leave, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek.~~

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

<u>Years of Continuous Employment</u>	<u>Vacation Leave Credits</u>
1 through 5	120 hours per year or 4.615 hours per pay period for 26 pay periods.
After 5	144 hours per year or 5.538 hours per pay period for 26 pay periods.
After 10	180 hours per year or 6.923 hours per pay period for 26 pay periods.
After 15	199.2 hours per year or 7.662 hours per pay period for 26 pay periods.

2. 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.

3. Use of Vacation Time

The times at which an employee may take vacation shall be determined by the immediate supervisor with due regard for the wishes of the employee and particular regard for the needs of the City. Vacation leave in excess of thirty calendar days shall be granted or not granted at the sole discretion of the City Manager.

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

An employee may elect to use accrued vacation leave for scheduled dental and medical appointments, treatments, procedures or other related activities.

4. Conversion of Accrued Vacation Leave

Annual conversion of a portion of accrued vacation to cash for Groups 1-3 is permitted subject to the following guidelines:

- a. Employee must have had at least three years of service in the prior 12 months before conversion.
- b. A maximum of five days (40 hours) per year may be converted on an hour-for-hour basis, at the current rate of pay.
- c. Employee must have used at least two weeks (80 hours) of vacation time in both the current and previous 12 months.
- d. After conversion, the employee must have at least two weeks (80 hours) remaining to his/her credit.
- e. Requests for conversion by Group 1 employees shall be approved by the City Manager. Requests for conversion by Groups 2 and 3 employees shall be approved by the Director of Administrative Services.

5. Payout of Vacation Leave

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave as required by law.

B. Group 4 - Confidential

1. Computing Vacation Leave

All employees in this group 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.

~~For the purposes of computing annual vacation leave, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek. Annual vacation leave shall be computed in accordance with the following schedule:~~

<u>Years of Continuous Employment</u>	<u>Vacation Leave Credits</u>
1 through 5 years	96 hours per year or 3.692 hours per pay period for 26 pay periods.
After 5 years	120 hours per year or 4.615 hours per pay period for 26 pay periods.
After 10 years	144 hours per year or 5.538 hours per pay period for 26 pay periods.
After 15 years	168 hours per year or 6.462 hours per pay period for 26 pay periods.

2. Vacation Leave Accrual

Vacation time can be accumulated to a maximum of ~~150~~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.

3. Use of Vacation Leave

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, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

An employee may elect to use accrued vacation leave for scheduled dental and medical appointments, treatments, procedures or other related activities.

4. 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. Executive Leave

A. Group 1

Employees designated in this group shall be entitled to sixty-four (64) hours executive leave each fiscal year. If not taken during the fiscal year, any remaining executive leave will be exchanged for compensation in the last full pay period of the fiscal year at the then current rate of pay. Executive leave may not be carried over into the next fiscal year. Employees who terminate employment shall be paid in a lump sum for the value of unused executive leave.

B. Groups 2A and 2B

Employees designated in these groups shall be entitled to thirty-two (32) hours executive leave each fiscal year. If not taken during the fiscal year, any remaining executive leave will be exchanged for compensation in the last full pay period of the fiscal year at the then current rate of pay. Executive leave may not be carried over into the next fiscal year. Employees who terminate employment shall be paid in a lump sum for the value of unused executive leave.

Section 3. Sick Leave

A. Sick Leave Use

Sick leave shall ~~not be considered a right but shall be allowed for the following qualifying reasons: only in case of necessity and actual personal sickness or disability.~~

- For the employee's 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 full-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.

- o To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

~~Sick leave may also be used for dental or medical evaluations, treatments, procedures or other related activities. If an employee's sick leave balance is exhausted, another paid leave (e.g. vacation, comp time, etc.) will be used.~~

~~Sick leave with pay may be granted to all probationary and regular employees within the unit who are regularly employed in regular, full-time positions.~~

If an employee's sick leave balance is exhausted, another paid leave (e.g. vacation, comp. time, etc.) 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 employees in Group 1 hired prior to July 1, 2011, and those employees in Groups 2 and 3 hired prior to July 1, 1990 and whose positions or transfers to the management group were announced prior to July 1, 1990, shall be granted sick leave with pay up to a maximum of sixty (60) calendar days per incident with no accumulation until June 23, 2013. Effective June 24, 2013 each employee with this benefit will be credited with a beginning sick leave balance that is calculated using one day a month accrual rate for each month of employment, less the cumulative number of sick leave hours used (or imputed to be used) during their employment with the City.~~

~~Effective June 24, 2013 employees with this benefit will transition to the same sick leave accrual benefit as all other non-Safety employees and begin accruing one day of sick leave for each month of employment, for a total of ninety-six (96) hours per year.~~

All probationary and regular employees in (a) Group 1 hired after July 1, 2011, (b) Groups 2 and 3 hired after July 1, 1990 and (c) Group 4, 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. one day of sick leave for each month of employment, for a total of ninety-six (96) hours per year.

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

~~For the purposes of computing sick leave, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek.~~

~~Sick leave shall be granted to an employee only for actual working time off.~~

~~Accumulation of sick leave shall be unlimited.~~

C. Notification

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

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 counseled. This requirement is at the discretion of the department Director.

D. Family Sick Leave

~~In the event of illness in the immediate family, an employee may use accrued sick leave not to exceed up to forty-eight (48) hours in each fiscal year to care for a parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling. Immediate family shall be designated as mother, father, spouse, domestic partner, brother, sister, and children.~~ 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, 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.

E. Annual Conversion of Sick Leave

~~In the last full pay period of the fiscal year, an employee who accrues sick leave may 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. Employee has used 32 hours or less of sick leave in the immediately preceding 12 months.
3. Employee can 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

F. Retirement Health Savings Plan (RHSP)

1. Employees in Group 1 that satisfy the provisions contained in Article 2, Section 3.E.(1-3) of the Management/Confidential Group Salary and Benefit Plan must contribute 100% of their annual sick leave conversion to a Retirement Health Savings Plan account as a cash deposit.
2. Employees in Group 2-4 that satisfy the provisions contained in Article 2, Section 3.E.(1-3) of the Management/Confidential Group Salary and Benefit Plan

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 would receive the equivalent of 20 hours in cash and the equivalent of 20 hours would be contributed to their RHSP account as a cash deposit).

3. Any fees related to the RHSP will be paid by employees.
4. The annual RHSP contribution shall take place in the last full pay period of the Fiscal Year.
5. 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 Plan 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.

F.G. Payout of Sick Leave

After five (5) years of continuous employment with the City, and upon termination or retirement, an employee will receive compensation for unused sick leave.

1. Upon retirement, employee will receive 50% of all sick leave hours accrued in the form of a deposit to their Retirement Health Savings Plan account. Calculations will be at the employee's rate of pay at the time of retirement and will not exceed \$5,000. Effective the pay period that includes May 1, 2015, payout of sick leave shall be provided on a graduated scale for employees who retire, based on years of service as follows:
 - 2.a. An employee who retires after 5-9 years of service will receive 50% cash-out, with a cap of \$6,000.
 - 3.b. An employee who retires after 10-14 years of service will receive 50% cash-out, with a cap of \$8,000.
 - 4.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).
- 1-2. Upon leaving the employ of the 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 will not exceed \$2,000.
- 2-3. 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.

~~G. The City will establish a committee to evaluate the implementation of a Retirement Health Savings Plan (RHSP) for Non-Safety employees, including employees covered by this Salary and Benefit Plan. The committee will work toward developing a RHSP recommendation to provide employees with a mechanism to save for retirement health care costs and encourage prudent sick leave usage. The goal is to complete the evaluation and consider implementation of a RHSP by January 2014.~~

Section 4. Holidays

A. Designated Holidays

The holidays for employees in the management/confidential group 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 and shall be considered as the legal holiday.

To be eligible for holiday pay, an employee must be in a paid status ~~on the day before and the day after a holiday in the pay period that includes the holiday.~~

B. Holiday Pay

~~For the purpose of computing holiday pay, a working day shall be considered as 1/5 of the number of working or duty hours in the established workweek. 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.~~

Employees in this unit shall be paid holiday pay, whether on or off duty on ~~the a~~ Designated Holidays above. If a Group 3 or 4 employee works on a holiday, he/she will also be compensated for the hours worked at the rate of two (2) times the employee's regular rate of pay.

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 flex day accrual hours.

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. Actual times may vary, depending upon specific work schedules and normal facility hours.
4. These closures will not be observed as paid holidays.
5. Employees' available leave hours (e.g., vacation, compensatory time, or benefit day) will be charged for this time.
6. 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.
7. 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).
8. 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.
9. At the discretion of the department director, some employees may have to work due to operational demands.

Section 5. Bereavement Leave

In the event of a death in the family, regular and probationary employees shall be eligible for up to forty (40) hours of paid bereavement leave to attend the funeral or make funeral arrangements, subject to the following provisions:

- A. The relatives designated shall include child, parent, sibling, grandparent, grandchild, and

~~domestic partner, father, mother, spouse, brother, sister, daughter, son, grandparents, grandson, granddaughter, and brothers and sisters having one parent in common. It also includes "in-law" relatives and those relationships generally called "step". providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship. An employee may be eligible to use bereavement leave for a person who has been living with the employee in the same capacity as a spouse, provided the employee has previously notified the Human Resources office in writing of the individual's name.~~

- B. Bereavement leave is not compensable when the employee is on leave of absence, ~~vacation, bona fide layoff, or for days falling outside the employee's regular work period.~~
- C. ~~It is not chargeable against sick leave.~~
- DC. All requests for paid 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.
- E. ~~Employees on a flex work schedule shall be compensated for a nine-hour day for paid bereavement leave, up to a maximum of forty (40) hours.~~

Section 6. Benefit Days

In addition to provisions for vacation, sick leave, and holidays set forth elsewhere herein, each employee who has completed an initial probationary period shall have available two (2) benefit days off each fiscal year. One of these days will be known as Cesar Chavez Day and 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. The times at which an employee may take a benefit day off 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 days may be taken in one-hour increments. If not taken by the end of the last full pay period of the fiscal year, the benefit day(s) shall be forfeited. Employees who terminate employment shall be paid in a lump sum for the value of all unused benefit days.

Section 7. 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 3. Payroll and Workweek

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

A. Groups 1, 2A and 2B – Management

1. It is recognized that employees in these groups may be required to work hours in excess of 40 hours in a workweek, and it is agreed that employees in this group shall not be remunerated for such work beyond the current monthly salary rate of the individual employee, but for the purposes of computing benefits, the regular number of working or duty hours in a workweek from Monday through Sunday is established at 40 hours for all full-time employees in the group.
2. Chief Officers within the Safety Services Department (Director of Safety Services and Fire Division Chief) will be provided supplemental compensation at a straight time hourly rate, for hours worked outside of scheduled work hours when assigned to a mutual aid incident and reimbursement funding is received by the City. Payment will occur upon City's receipt of reimbursement funds and at no time shall payment exceed the reimbursement amount received by the City. The City Manager must approve the supplemental compensation.

B. Groups 3 and 4 - Professional/Confidential

1. Work Hoursweek

~~The regular number of working or duty hours in a workweek from Monday through Sunday is established at 40 hours for all full time employees in the unit.~~

~~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 workweek shall be that number of hours for which they are scheduled to work.~~

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.

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.

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.

For full-time employees, unscheduled hours worked on Sundays and holidays shall be paid at double the employee's rate of pay.

Employees in this group shall be paid one and one-half (1-1/2) times their hourly rate of pay for all hours worked in excess of an 8-hour day (or 9-hour day, depending on the employee's work schedule) or a 40-hour workweek.

A minimum of two hours pay at the rate of time and one-half 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.

If an employee responds to a trouble call via telephone outside normal work hours, the employee will be compensated for telephone time in 15-minute increments on an overtime basis.

3. Compensatory Time Off (CTO)

The times at which an employee may take compensatory time off 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 (1-1/2) hours off 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 and 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.

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 the compensatory time off was accrued.

C. 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.~~

~~For employees working an alternate work schedule (9/80) the workweek shall begin and end four hours into each employee's work schedule on his or her alternating regular day off.~~

Article 4. 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 future premium increases to a minimum.

Section 2. Eye Care

The City will provide an eye care plan. The City shall pay 100% of the premium for the employee and 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 (1-1/2) times base annual salary (\$15,000 minimum).

The City pays 100% of the premium.

Section 4. Deferred Compensation - All Groups

In addition to the City's existing 457 deferred compensation plan, the City will provide a 401(a) Deferred Compensation Plan. The City shall contribute to the 401(a) Deferred Compensation Plan on behalf of the employees as follows: \$129.31 per Group 1 employee per full biweekly pay period, \$106.23 per Group 2A employee per full biweekly pay period, \$87.77 per Group 2B employee per full biweekly pay period, and \$69.21 per Group 3 and Group 4 employees per full biweekly pay period. ~~Employees shall be entitled to receive credits for their 401 accounts only after the completion of each full pay period.~~ Only full-time employees shall be eligible for this benefit and shall have the following vesting rights to the contributions made to the plan. Employees hired on or before June 30, 2004, shall be fully vested after the completion of one year of City service. Employees hired on or after July 1, 2004, shall be vested 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

1. Group 1 - Management

All employees in this group are required to contribute \$200 per biweekly pay period to the 401(a) Deferred Compensation Plan.

Employees may make other contributions to the plan as provided for in the plan and in accordance with applicable federal and state laws.

Section 5 Employee Benefits Review

The City agrees to establish a joint committee 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 6 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.

Section 7. 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.

A. Group 1 - Management

The benefit provided under this coverage will be 66-^{2/3} percent of the employee's base salary to a maximum of \$10,900 per month. 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 60-day waiting period from the first day of the disability to the beginning of the monthly benefit payment period. Effective July 1, 2013, the waiting period will be reduced to 30-days.

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

The City pays 100% of the premium.

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

B. Groups 2- 4

The benefit provided under this coverage will be 66-^{2/3} percent of the employee's base salary to a maximum of \$9,500 per month. 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 certificate of insurance, until the recovery from the injury or sickness or until the employee reaches age 65.

The City pays 100% of the premium.

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

Section 8. Workers' Compensation Insurance

All employees in the group (regular, temporary and part-time) are covered by Workers' Compensation Insurance from the date of employment. Premiums will be paid by the City. Any employee shall, upon receiving a work-sustained injury, report the incident immediately to his department Director.

The filing of the accident report as required by the Workers' Compensation Insurance Fund shall be the responsibility of the employee's supervisor.

An employee of the City who is or may be entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code shall receive any accrued sick leave or vacation for such absence. The City shall decrease the charge of sick leave or vacation in the amount of temporary disability payment received so that the employee shall not receive payment in excess of full salary or wage.

If the employee does not wish to use accrued sick leave or vacation, the employee shall notify the City within five (5) days after the injury is reported to the City. After the five (5) days, the employee's accrued sick leave or vacation shall be used until the date the employee notifies the City in writing that he/she no longer wishes to use the accrued leaves. When computing sick leave or vacation under this policy, the employee shall be given credit for any holidays that occur during the period of absence hereunder.

The employee is, nevertheless, entitled to medical, surgical, and hospital treatment as provided in the Labor Code. When the employee's accrued sick leave or vacation, or both, are exhausted, the employee will still receive disability indemnity for which he/she is otherwise entitled.

If an employee is receiving Workers' Compensation and not actively on the payroll, the City shall collect from the employee the employee's costs of insurance for dependent coverage, and the City shall pay the employer's costs of insurance. During such leave, no contributions shall be made to the retirement plan.

Section 9. Unemployment Insurance/State Disability Insurance

The City does not participate in the State Disability Insurance program.

Section 10. 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 benefit.

Section 11. Part-Time Employee Benefits

Employees working less than full time will have their benefits prorated to the ratio of the hours they work to 2,080 hours.

Article 5. 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 (3) 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 management employees in Public Works, Safety Services, and Community Services. Employees of Public Works, Development Services, and Community Services, who are required to wear safety shoes, will be reimbursed a maximum of ~~\$170~~200 per fiscal year.

Uniform allowance as defined by the California Public Employees Retirement System (CalPERS) is a form of "compensation" for "classic members" of CalPERS 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. Acting Pay

A. Groups 1-3 - Management

An employee acting for an uninterrupted period of thirty (30) or more calendar days in a

higher classification or rank, will be compensated at the rate of pay for that higher classification or rank after the expiration of thirty (30) calendar days. This provision does not apply to bona fide education, training and development, job enlargement, or job enrichment.

1. 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.

B. Group 4 - Confidential

1. 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 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.

A-2. 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.

B-3. Consecutive Hours Worked

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

C-4. Nature of Assignment

At the conclusion of such an assignment, the employee shall be restored to his/her former

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

Section 4. Physical Examinations

Physical examinations required by the City as a condition of employment or continued employment shall be paid for by the City.

Section 5. Travel Expenses

A. Group 1-2A - Management

An automobile allowance in lieu of mileage shall be allocated in the amount of \$300 and \$160 per month for personnel in Groups 1 and 2A, respectively. The automobile allowance is not applicable to employees who have been assigned a City vehicle. The City Manager may grant a \$160 per month automobile allowance to employees outside Groups 1 and 2A when, in his/her best judgment, it serves the City. The City Manager may at his/her discretion increase the \$160 per month automobile allowance by a maximum of \$100 based upon excessive driving requirements for an individual position.

B. Groups 2B, 3 and 4 - Management/Confidential

1. Prior approval of the department Director and final approval of the City Manager shall be required prior to reimbursement for travel expenses.
2. Employees using their own vehicle on approved City business travel will be reimbursed at the approved IRS reimbursement rate.
3. 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.
4. In order to be reimbursed, employees must include original receipts for all expenses with the reimbursement claim form.
5. Advances of travel expenses may be allowed at the sole discretion of the City Manager.

Article 6. Service

Section 1. Transfers

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

Section 2. Layoff and Reemployment

Groups 1 – 3 – Management and Group 4 – Confidential

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.

Whenever it becomes necessary to reduce the number of employees in any classification, the order of the layoff shall be as follows:

In order of seniority, the employee with the shortest service in total City service in the affected classification shall be laid off first.

- A. In the event of two (2) or more employees having identical total City service seniority, the order of the layoff will be determined by length of continuous service in the affected classification.
- B. Whenever two (2) or more employees have identical service in the affected classification, the order of the layoff shall be determined by the City Manager on the basis of performance.
- C. 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.
- D. The name of each laid-off employee shall be placed on a reemployment list for a period of 12 months in reverse order of the layoff. Employees who are laid off who have received two out of three consecutive annual performance evaluations which are rated below standards or needs improvement will be placed at the bottom of the reemployment list in reverse order of the layoff.

Section 3: Resignations

An employee in this group wishing to resign in good standing shall file with their immediate supervisor a written resignation stating the effective date and reasons for resignation at least fourteen (14) calendar days 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 thereafter will 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 he/she participates in the recruitment process for the position. 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 five (5) years' service, who resigns in good standing and is reemployed within a two (2) 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 7. Retirement and Social Security

Section 1. CalPERS

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 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.

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.

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;
2. Average of three highest years' compensation; and
- 2-3. No employer-paid member contribution (EPMC).

Effective with the pay period including July 1, 2013, employees considered "new members" shall pay 50% of the "normal cost" (as determined by CalPERS annually). Currently, 50% of the "normal cost" is six and one-quarter percent (6.25%), which the "new member" employee will contribute on a pre-tax basis.

Section 2. PARS

- A. Upon retirement from the City concurrent with retirement under CalPERS, the City also provides a supplemental retirement benefit through the Public Agency Retirement System (PARS) to non-safety members of Groups 1-4 hired on or before ~~December 31, 2014~~ January 9, 2012. When combined with CalPERS, this is equivalent to the 2.7%-at-55 formula retirement benefit. For employees hired on or after March 28, 2008, this benefit shall only apply to years of service with the City of Poway. For employees hired before March 28, 2008, this benefit applies to Poway and all prior CalPERS or reciprocal service with previous public agencies.
- B. The PARS supplemental benefit applies as follows:
 1. Non-Safety Group 1:
 - a. is at least 55 years of age; and
 - b. has completed at least 5 years of continuous service with the City, or if hired prior to July 1, 2004 has completed at least 5 years of service with the City.
 2. Non Safety Group 1:
 - a. was an employee of the City on or before March 28, 2008;
 - b. is at least 50 years of age; and
 - c. has completed at least 20 years of continuous service with the City, or if hired prior to July 1, 2004 has completed at least 20 years of service with the City.
 3. Non-Safety Groups 2-3:
 - a. is at least 55 years of age; and
 - b. has completed at least 10 years of continuous service with the City, or if hired prior to July 1, 2004 has completed at least 10 years of service with the City.
 4. Group 4 if hired before March 28, 2008:
 - a. is at least 55 years of age; and
 - b. has completed at least 10 years of continuous service with the City, or if hired prior to July 1, 2004 has completed at least 10 years of service with the City.

5. Group 4 if hired on or after March 28, 2008:
 - a. is at least 55 years of age; and
 - b. has completed at least 20 years of continuous service with the City, or if hired prior to July 1, 2004 has completed at least 20 years of service with the City.

- C. The PARS supplemental benefit is not available to employees hired after ~~December 31, 2011~~January 9, 2012.

Article 8. Personnel Rules

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

DRAFT

Article 9. Classification and Compensation Study

1. The City will include funding for a comprehensive classification & 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);
 - b. Internal alignments for remaining classifications; and
 - c. Comparator agencies, reflecting those cities and special districts that perform similar 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 10 – Bilingual Pay

The City agrees to study bilingual pay (organization need, eligibility, compensation, certification, etc.) and develop a recommendation by June 2016.

DRAFT