



## **MEMORANDUM OF UNDERSTANDING (M.O.U)**

Between the City of Temecula and  
Teamsters Local 911

Effective July 1, 2017

## Table of Contents

|   |    |
|---|----|
| Foreword.....                                     | 1  |
| Preamble .....                                    | 1  |
| Article 1 Recognition .....                       | 1  |
| Article 2 Implementation.....                     | 1  |
| Article 3 Term.....                               | 1  |
| Article 4 Authorized Agents .....                 | 1  |
| 4.1 City’s Authorized Agent .....                 | 2  |
| 4.2 General Employees Authorized Agent.....       | 2  |
| Article 5 City Rights.....                        | 2  |
| Article 6 Employee Rights .....                   | 2  |
| Article 7 Union Rights.....                       | 2  |
| 7.1 Agency Shop .....                             | 2  |
| 7.2 New Hire Notification .....                   | 3  |
| 7.3 Union Dues Process .....                      | 3  |
| 7.4 Religious Exemption .....                     | 3  |
| 7.5 Failure to Elect.....                         | 3  |
| 7.6 Union Dues/Agency Fee Collection .....        | 4  |
| 7.7 Dues Check Offs.....                          | 4  |
| 7.8 Records.....                                  | 4  |
| 7.9 Rescission of Agreement.....                  | 4  |
| 7.10 Indemnification .....                        | 4  |
| 7.11 Bargaining Unit Communications.....          | 4  |
| 7.12 Union Roster.....                            | 5  |
| 7.13 Employee Representatives .....               | 5  |
| Article 8 Personnel Files.....                    | 5  |
| 8.1 Derogatory Material .....                     | 5  |
| 8.2 Derogatory Material on File.....              | 6  |
| 8.3 Customer/Citizen Letters of Commendation..... | 6  |
| Article 9 Seniority .....                         | 6  |
| Article 10 Compensation Adjustments.....          | 6  |
| 10.1 Longevity Compensation .....                 | 6  |
| 10.2 Special Merit Pay.....                       | 6  |
| 10.3 Bilingual Pay.....                           | 7  |
| 10.4 Notary Pay.....                              | 7  |
| 10.5 PERS Reportability .....                     | 7  |
| Article 11 Holiday Pay .....                      | 8  |
| 11.1 Assigned Schedule for Holiday Pay .....      | 8  |
| 11.2 Pro-Rated Holiday Pay .....                  | 8  |
| 11.3 Scheduled to Work a Holiday.....             | 8  |
| 11.4 Work Plan for Holiday Pay .....              | 8  |
| Article 12 City Holidays .....                    | 8  |
| Article 13 Overtime.....                          | 9  |
| 13.1 5/40 and 4/10 Workweek .....                 | 9  |
| 13.2 9/80 Workweek.....                           | 10 |
| 13.3 Time Worked .....                            | 10 |
| 13.4 Called Back to Work .....                    | 10 |
| 13.5 Assignments.....                             | 10 |

|            |   |    |
|------------|---|----|
| 13.6       | Administrative Leave .....                          | 10 |
| Article 14 | Overtime Authorization .....                        | 10 |
| Article 15 | Compensatory Time .....                             | 11 |
| 15.1       | Accrual .....                                       | 11 |
| 15.2       | Time Used for Leave .....                           | 11 |
| 15.3       | Cash Out .....                                      | 11 |
| Article 16 | Call-Out Policy .....                               | 11 |
| Article 17 | Stand-By Pay .....                                  | 12 |
| 17.1       | Rotation of Storm-Watch Crews .....                 | 12 |
| 17.2       | Rotation of Banner Installation/Removal Crews ..... | 13 |
| Article 18 | Shift Differential Pay .....                        | 13 |
| Article 19 | City Uniforms .....                                 | 13 |
| 19.1       | Uniforms .....                                      | 13 |
| 19.2       | Care of Uniforms .....                              | 13 |
| 19.3       | Wearing of Uniforms .....                           | 14 |
| 19.4       | Uniform Replacement .....                           | 14 |
| 19.5       | Safety Equipment .....                              | 14 |
| 19.6       | Safety Boots/Shoes Allowance .....                  | 14 |
| 19.7       | Additional Boot Allowance .....                     | 14 |
| 19.8       | Clothing Allowance .....                            | 14 |
| Article 20 | Temporary Upgrade .....                             | 14 |
| Article 21 | Out-of-Classification Pay .....                     | 15 |
| 21.1       | Compensation .....                                  | 16 |
| 21.2       | Qualification .....                                 | 16 |
| 21.3       | Voluntary Out-of-Class Work Exclusion .....         | 16 |
| 21.4       | Submission of Out-of-Class Work .....               | 16 |
| Article 22 | Probationary Periods .....                          | 16 |
| 22.1       | Promotional Probation .....                         | 16 |
| Article 23 | Eligibility for Merit Increases .....               | 17 |
| Article 24 | Tuition Reimbursement .....                         | 17 |
| 24.1       | Required Educational or Training Courses .....      | 17 |
| 24.2       | Training Time .....                                 | 17 |
| 24.3       | Reimbursement .....                                 | 18 |
| Article 25 | Employee Computer Purchase Program .....            | 18 |
| Article 26 | Safety Programs .....                               | 18 |
| 26.1       | Safe Driving Program .....                          | 18 |
| 26.2       | Injury and Illness Prevention Plan (IIPP) .....     | 19 |
| Article 27 | Driver's License Renewal .....                      | 19 |
| Article 28 | Comprehensive Annual Leave Policy .....             | 19 |
| 28.1       | Catastrophic Leave .....                            | 22 |
| 28.2       | Comprehensive Annual Leave Time Cash Out .....      | 22 |
| Article 29 | Bereavement Leave .....                             | 23 |
| Article 30 | Leave of Absence for Medical or Family Care .....   | 23 |
| 30.1       | Statement of Policy .....                           | 23 |
| 30.2       | Employee Notice of Leave .....                      | 23 |
| 30.3       | Employee Benefits While on Leave .....              | 23 |
| 30.4       | Substitution of Paid Accrued Leaves .....           | 24 |
| 30.5       | Medical Certification .....                         | 24 |
| 30.6       | Reinstatement upon Return from Leave .....          | 25 |
| 30.7       | Required Forms .....                                | 26 |

|            |   |    |
|------------|---|----|
| 30.8       | Pregnancy Leave.....  | 27 |
| 30.9       | Alternative Parental Leave.....                               | 27 |
| Article 31 | Jury Duty.....  | 27 |
| Article 32 | Military Leave.....   | 28 |
| Article 33 | Leaves of Absence Without Pay.....                            | 29 |
| 33.1       | Procedure for Requesting Leave of Absence Without Pay.....    | 29 |
| 33.2       | Procedure for Unforeseen Circumstances.....                   | 30 |
| Article 34 | Health and Wellness Benefits.....                             | 30 |
| 34.1       | Health Coverage.....  | 30 |
| 34.2       | Dental Coverage.....  | 31 |
| 34.3       | Vision Coverage.....  | 31 |
| 34.4       | Disability Insurance.....                                     | 31 |
| 34.5       | Flexible Benefits Program.....                                | 31 |
| 34.6       | Retiree Medical, Dental and Vision Premium Reimbursement..... | 31 |
| Article 35 | Life Insurance.....   | 33 |
| Article 36 | Retirement.....   | 33 |
| Article 37 | Deferred Compensation.....                                    | 34 |
| Article 38 | Late Starts.....  | 34 |
| Article 39 | Rest Periods.....   | 34 |
| Article 40 | Hours of Work.....  | 35 |
| 40.1       | Participation.....  | 35 |
| Article 41 | Grievance Procedure.....                                      | 35 |
| 41.1       | Grievance.....  | 35 |
| 41.2       | Representation.....   | 35 |
| 41.3       | Grievance Discussion.....                                     | 36 |
| 41.4       | Non-Reviewable Grievance.....                                 | 36 |
| 41.5       | Filing of Grievance.....                                      | 36 |
| 41.6       | Grievance Time Limits.....                                    | 36 |
| Article 42 | Discipline.....   | 37 |
| Article 43 | Alcohol and Drug Policy.....                                  | 41 |
| Article 44 | Reduction In Workforce.....                                   | 41 |
| Article 45 | Job Actions.....  | 43 |
| Article 46 | Reasonable Accommodation of Employees With Disabilities.....  | 43 |
| Article 47 | Reclassifications.....  | 43 |
| 47.1       | Reclassification Implementation (aka Salary Schedule B).....  | 43 |
| 47.2       | Reclassification Studies.....                                 | 44 |
| 47.3       | Reclassification Request Process.....                         | 44 |
| Article 48 | Performing Arts/Theater Staff.....                            | 44 |
| Article 49 | Posting of Vacancies.....                                     | 45 |
| Article 50 | Separability.....   | 45 |
| Article 51 | Performance Evaluations.....                                  | 45 |
| Article 52 | Personnel Rules and Policies.....                             | 46 |
| Article 53 | Notice to Meet and Confer on Policy Changes.....              | 46 |
| Article 54 | Reporting Project Employee Hours.....                         | 46 |
| Appendix A | - Represented Classifications for Regular Employees.....      | 1  |
| Appendix B | - Y-Rated Employees.....                                      | 3  |

## **Foreword**

The Memorandum of Understanding is made and entered into between the City of Temecula (hereinafter referred to as the "City"), and the designated the California Teamsters Public, Professional, and Medical Employees Union Local 911 (hereinafter referred to as the "Union") of General Employee Unit of the City of Temecula.

## **Preamble**

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum") to promote and provide for harmonious relations, cooperation, and understanding between the City Management representatives and the General employees covered under this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the agreement of the parties as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment of the employees covered under this Memorandum. This Memorandum of Understanding is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code 3500 et seq.) and has been jointly prepared by the parties. Further, all side letters dated outside of the term of this MOU shall be either incorporated into this MOU, or deemed invalid and unenforceable

## **Article 1 Recognition**

The City recognizes California Teamsters Public, Professional, and Medical Employees Union Local 911 (hereinafter referred to as the "Union") as the exclusively recognized labor organization representing authorized, regular employees assigned to job classifications as set forth in Appendix "A" of agreement. All bargaining unit employees shall be referred to as "regular employees."

## **Article 2 Implementation**

This Memorandum constitutes a recommendation to be submitted to the City Council subsequent to ratification by Union members. It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

The City Council formally acts, by majority vote, to approve and adopt said Memorandum.

## **Article 3 Term**

The term of this Memorandum shall commence at 12:00 a.m., July 1, 2017, except as expressly provided otherwise in this agreement, when the terms and conditions for its effectiveness, as set forth in Article 2 Implementation, are fully met. This Memorandum shall expire and otherwise be fully terminated at 11:59 p.m., June 30, 2021. Current terms and conditions of work shall remain in full force and effect until such time a successor can be reached or imposed (per Government Code 3500 et. seq.).

## **Article 4 Authorized Agents**

For the purpose of administering the terms and provisions of this Memorandum:

#### **4.1 City's Authorized Agent**

City's principal authorized agent shall be the City Manager or a duly authorized representative, 41000 Main Street, Temecula, CA 92590, (951) 694-6444, except where a particular City representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

#### **4.2 General Employees Authorized Agent**

General employees authorized representative or the California Teamsters Public, Professional, and Medical Employees Union Local 911 shall be the duly authorized staff representative (Address: 9900 Flower Street, Bellflower, CA 90706 (562) 595-4518).

### **Article 5 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; to manage the City, schedule working hours; establish, modify or change work schedules or standards; determine the procedures and standards of selection for 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.

### **Article 6 Employee Rights**

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

### **Article 7 Union Rights**

#### **7.1 Agency Shop**

The City of Temecula (City) and Teamsters Local 911, General Employees Bargaining Unit (Union) mutually understand and agree that, in accordance with State of California law, per adoption of SB 739, and the Agency Shop election held on January 31, 2002, a majority of the full time, regular employees in classifications represented by the Union voted to be covered by an Agency Shop agreement. As a result of the Agency Shop election, as a condition of continued employment, this Agency Shop agreement hereby requires that all bargaining unit employees:

- Elect to join the Union and pay union dues, or
- Pay an agency fee for representation, or
- With a religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

## **7.2 New Hire Notification**

All new regular employees represented by Teamsters Local 911 shall be informed by the Human Resources Department, at the time of employment, that an Agency Shop agreement is in effect for their classification. The regular employee shall be provided a copy of this Memorandum of Understanding and a form, mutually developed between the City and the Union, that outlines the employee's choices under the Agency Shop agreement. The employee shall be provided 30 calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Finance Department.

Within seven (7) working days, the City shall notify the Union of each new regular employee in the bargaining unit, providing the Union the employee's name, classification, date of hire, and pay rate.

## **7.3 Union Dues Process**

The Human Resources Department will schedule a new hire orientation, which will include a meeting with a Union shop steward. The Union Steward will instruct the new hire to fill out the Agency Fee Election Form and return it to Human Resources within 30 days of their hire date.

## **7.4 Religious Exemption**

An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

City understands that the Union claims it is entitled to require employees to show proof of entitlement to religious exemption status.

In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to pay a fee equal to the Agency Fee, and those fees shall be remitted by the City, at the choice of the employee, to one of the following non-labor, non-religious charitable organizations:

- United Way
- Combined Health Agencies (CHA)
- Specific charities that are supported by United Way/CHA

## **7.5 Failure to Elect**

If, after 30 days, an employee fails to make an election and provide the city a signed copy of the Agency shop employee election form, Human Resources will notify the Chief Union Steward and the City shall, by default, designate the employee as an agency fee payer. Once defaulted, the City then notifies the Union. The Union then mails the employee their "Hudson Rights".

## **7.6 Union Dues/Agency Fee Collection**

The Finance Department shall deduct union dues, agency fee and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Finance Department. Employees on leave without pay, or employees who earn a salary less than the union deduction shall not have a union dues or agency fee deduction for that pay period. For the purposes of this section, leave without pay shall mean that an employee is not receiving any pay in the form of Comprehensive Annual Leave (CAL) time, Compensatory Time, Holiday Pay, or any other type of paid leave benefit such as Workers' Compensation, short-term, or long-term disability payments. The City will notify the Chief Shop Steward, on a monthly basis, of any status changes in the bargaining unit.

The Union shall notify the City of any agency fee payer who elects to only pay fair share fees, the fee equal to direct representation costs as determined by the Union's certified financial report. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer's paycheck.

## **7.7 Dues Check Offs**

The City shall deduct Union dues/Agency fee from the first paycheck of each month and remit to the Union for the duration of this Agreement no later than approximately the 20th of the month. All such monies that employees individually authorize in writing shall comply with appropriate laws and regulations.

## **7.8 Records**

On an annual basis, the Union shall provide the Finance Department a copy of the Union's certified financial report as required by Government Code Section 3502.5 (f).

The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

## **7.9 Rescission of Agreement**

The Agency Shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all the employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty (30) percent of the employees in the unit. The election shall be by secret ballot and conducted by the California State Mediation and Conciliation Service and in accordance with state law.

## **7.10 Indemnification**

The Union shall indemnify, defend and hold the City harmless from and against all claims, demands and liabilities and other actions relating to the City's implementation and compliance with this agreement.

## **7.11 Bargaining Unit Communications**

The Union shall be provided suitable and adequate space on designated City bulletin boards at reasonable work locations for posting information concerning official Union



business and activities. All postings shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative after the following procedure is followed.

#### Procedure

- A. All posted materials must be approved by the Human Resources Department.
- B. Posted materials must be dated by Human Resources Department and may be removed by the Human Resources Department and/or the Union after ten (10) calendar days.
- C. Unauthorized materials may not be posted on City bulletin boards.

#### City Email

The Union may utilize the City's e-mail for bargaining unit communication with prior Human Resources approval.

### **7.12 Union Roster**

The Union shall provide the City, and shall maintain, a current list of the names and all authorized representatives of the General Employee Unit.

### **7.13 Employee Representatives**

Four (4) shop stewards, along with three (3) alternate shop stewards, will be allowed reasonable release time from regularly scheduled duties to attend meet and confer sessions as designated by City Management. Because of the potential impact on the operation of an individual department, the four (4) shop stewards, along with three (3) alternate shop stewards, shall not have more than two (2) absent at one time from the same department.

Employee representatives shall receive reasonable release time to investigate and present grievances; and attend Union sponsored training with prior approval from the Human Resources Department (training not to exceed more than 2 times per year).

The Union is to meet with the City Manager at least two (2) times per year during the life of this agreement.

## **Article 8 Personnel Files**

The official personnel file of each employee shall be maintained in the Human Resources Department. A unit member and/or a Union representative authorized by the member, in writing, may review or obtain copies of material from the employee's file with the exception of material that includes ratings, reports or records which are obtained prior to the employment of the employee involved.

### **8.1 Derogatory Material**

Derogatory written materials (generally written reprimands and disciplinary suspension, excluding performance evaluation) shall be removed from an employee's official file in the Human Resources Department, providing there have been no further occurrences of

documented violations, at the employee's request. Written reprimands are eligible to be removed, after two (2) years and disciplinary suspension after three (3) years if above criteria have been met. In order for the derogatory written materials to be removed, the Human Resources Department must receive a formal written request from the employee to remove such materials.

## **8.2 Derogatory Material on File**

Regular employees shall be provided a copy of any derogatory material that is to be placed in their official file kept within the Human Resources Department.

## **8.3 Customer/Citizen Letters of Commendation**

All customer or citizen letters of a positive nature and/or any City commendations, letters of achievements and recognition will be placed in the employee's personnel file, at the employee's request.

## **Article 9 Seniority**

For the purpose of this Memorandum, "seniority" shall mean a bargaining unit member's total continuous length of employment with the City in a regular, allocated position, based on the employee's most recent hire date.

Continuous length of employment shall include actual time worked, authorized leave of absence with or without pay, military leave, family leave and injury leave without pay not to exceed one (1) year. Except for military leave, a single injury leave above one (1) year will not be counted for purposes of calculating seniority.

## **Article 10 Compensation Adjustments**

Wages: Effective July 1, 2019, all employees subject to this agreement shall receive a Cost of Living Adjustment equivalent to the lower of either the percentage change of the Annual CPI for Urban and Clerical Wage earners for Los Angeles, Riverside and Orange Counties for calendar year 2018 as compared to 2017, or 3%. If the CPI comparison is negative, the Cost of Living Adjustment shall be 0%. The HR Department shall notify employees as soon as practicable in 2019 as to what the wage increase will be in 2019

### **10.1 Longevity Compensation**

Upon completion of ten (10) years of City Service, represented employees will receive a one (1) time lump sum Longevity Bonus of \$350.

Upon completion of 15 years of City Service, represented employees will receive a one (1) time lump sum Longevity Bonus of \$500.

Upon completion of 20 years of City Service, represented employees will receive a one (1) time lump sum Longevity Bonus of \$750.

Upon completion of 25 years of City Service, represented employees will receive a one (1) time lump sum Longevity Bonus of \$1,000.

### **10.2 Special Merit Pay**

In an effort to recognize and reward sustained superior performance, the City will provide a Special Merit Pay Program to eligible regular employees.

All regular employees will be eligible for \$500 in Special Merit Pay, on their service anniversary date, if they have a rating of “commendable or outstanding” on three (3) out of their last five (5) annual evaluations. The overall rating category will be used to determine eligibility. The overall rating needs to be commendable or outstanding including + or –. Combination ratings such as Typically Meets/Commendable (T/C) will not be counted as an eligible rating but a combination of Commendable/Outstanding will qualify.

If a regular employee’s annual evaluation is 90 days overdue and they are eligible for Special Merit Pay, a rating of “commendable or outstanding” will be required on only two (2) out of the employee’s last four (4) annual evaluations. The Special Merit Pay will be paid to an eligible employee as soon as practicable following the 90 day period.

### **10.3 Bilingual Pay**

Regular employees who have demonstrated the ability, by passing an annual City administered test, to translate both written and spoken Spanish, will receive \$50 per pay period for bilingual compensation.

This bilingual compensation is provided as an incentive to recruit and retain bilingual employees in order to ensure that the City provides quality customer service to residents.

For the purpose of this policy, the City will provide bilingual compensation to a maximum of two (2) regular employees in each operating department. If more than two (2) employees are eligible, actual compensation will be awarded based on the two (2) highest scores on the annual City administered test. Based on service level needs, the number of eligible employees can be modified by the City Manager or designee, to meet the City’s needs.

### **10.4 Notary Pay**

The City will provide \$25.00 per pay period to employees who maintain a public notary and who are designated by the City as a Public Notary.

### **10.5 PERS Reportability**

The City makes no representation as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income. Employees/Union expressly acknowledge that any determination by CalPERS to not fully credit the compensation and/or service time provided under this Agreement is not a proper basis on which to void the Agreement. Employees/Union further acknowledge that they will not pursue any claim or action against the City related to any determination made by CalPERS in connection with this Agreement.

## **Article 11 Holiday Pay**

### **11.1 Assigned Schedule for Holiday Pay**

Based upon the eligible employee's assigned schedule, they will receive holiday pay for eight (8), or nine (9), or ten (10) hours, depending on the employee's work schedule for the applicable City observed holiday,

### **11.2 Pro-Rated Holiday Pay**

Regular part-time employees receive holiday pay on a pro-rated basis based on the employee's assigned work schedule.

### **11.3 Scheduled to Work a Holiday**

Work on a holiday: if a Regular Non-exempt Employee is required to work on a holiday, then that employee will be paid for the actual hours of work at the rate of one and one half times that employee's regular rate. In addition, the employee will be paid holiday pay in accordance with the above plus shift differential (Article 18). Those employees on stand-by status, who work on a City holiday, should be compensated as outlined in Article 17 (Stand-by Pay).

### **11.4 Work Plan for Holiday Pay**

Work Plan - Holiday on Employee's Scheduled Day Off: If a holiday occurs on an employee's scheduled day off, the employee will receive holiday pay in the amount of eight (8), nine (9), or ten (10) hour increments, as applicable, preceding the observed holiday.

## **Article 12 City Holidays**

Regular employees receive a total of 12 City holidays each calendar year. The City observes the following 11 fixed holidays:

New Year's Day  
Martin Luther King, Jr. Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
½ day – Christmas Eve Afternoon  
Christmas Day  
½ day – New Year's Eve Afternoon

Observance: holidays which fall on a Saturday will normally be observed on the preceding Friday, holidays which fall on a Sunday will normally be observed on the following Monday. The City Manager will determine the actual dates on which holidays will be observed each year. In the case of the ½ day holiday observances, City facilities will be closed to the public at noon.

Either an eight (8), nine (9), or ten (10) hour floating holiday is provided at the beginning of each fiscal year depending on the employee's assigned work plan. The floating holiday hours will be pro-rated at the time of hire. When using a floating holiday, employee must use the hours in one block. The floating holiday cannot be used to make up time for being short time during a regular workday. The floating holiday needs to be treated as a regular City observed holiday. The floating holiday may not be carried over year to year and cannot be cashed out at the end of a fiscal year.

Floating holidays must be scheduled in advance. Employees shall submit, to their supervisor/department director, a first and second request of preference. If denied, employees are allowed to take the holiday at a mutually agreed to later date.

Eligibility: regular employees who are on paid status for their entire regular work shifts immediately prior to and immediately following the holiday will be paid for the holiday. Workers' Compensation, short-term, and long-term disability payments shall be considered paid status for the purpose of eligibility.

### **Article 13 Overtime**

With the exception of Article 13.6, Article 13 applies to non-exempt, regular employees.

The City shall comply with the Fair Labor Standards Act. All employees required to perform in excess of 40 hours in a workweek, as defined in Sections 13.1 and 13.2, shall receive compensation at the rate of time and one-half of the employee's regular rate of pay for hours worked in excess of 40 hours. All employees required to perform work in excess of 12 hours in a workday shall receive compensation at the rate of double the time of the employee's regular rate of pay for those hours in excess of 12 hours. (Note: Performing Arts/Theater Staff should refer to Article 48 for additional information regarding theater overtime scheduling.)

In determining a regular employee's eligibility for overtime, paid and unpaid time off, as listed below, shall be excluded from the total hours worked. Also excluded are duty free lunches, travel time to and from work, and time spent conducting bona fide volunteer activities. Paid time off includes, but is not limited to, the following:

- A. Unscheduled Comprehensive Annual Leave
- B. Unscheduled Compensatory Time
- C. Administrative Leave
- D. Jury Duty
- E. Bereavement Leave
- F. Military Leave

There shall be no pyramiding of overtime, except for shift differential pay, as outlined in Article 18. Time worked shall be computed by rounding to the nearest 15 minute increment. As defined, if less than 7 minutes are worked then time worked will be rounded down and if the employee works between 7 and 15 minutes, then time worked will be rounded up. Employees may elect to receive compensation or bank the overtime hours in accordance with Article 15, Compensatory Time. In addition the following provisions apply:

#### **13.1 5/40 and 4/10 Workweek**

Workweek defined: for the purpose of computing overtime, the workweek for regular employees who work the 5/40 or 4/10 schedule is a seven (7) day period beginning at 12:01 a.m. on each Saturday and ending at midnight on each Friday.

### **13.2 9/80 Workweek**

Workweek defined: for the purpose of computing overtime, the workweek for regular employees who work the 9/80 schedule is a seven (7) day period beginning exactly four hours after the start time of the regular employee's work schedule on the day of the week the employee is scheduled to work eight (8) hours.

### **13.3 Time Worked**

Time worked: for purposes of this policy, hours worked include only those hours in which the regular employee performs services authorized by the City.

### **13.4 Called Back to Work**

A regular employee who is called back to work following the end of their regularly scheduled work shift and proceeds to work more than five (5) consecutive overtime hours shall then be entitled to an eight (8) hour rest period without compensation, upon completion of the assignment and upon leaving the duty station.

If the eight (8) hour rest period extends into the employee's next regularly scheduled work shift, the employee shall suffer no loss of pay or accrued leave as a result thereof. As is practical, employees who have earned a rest period shall be relieved at the start of their regular work shift in order to take such rest period.

### **13.5 Assignments**

Overtime assignments will be offered through an equitable process. Assignments for scheduled events will first be offered to volunteer(s). Assignments for unscheduled events will be issued based upon qualifications, experience, and resources needed.

### **13.6 Administrative Leave**

Bargaining unit employees designated as exempt under the Fair Labor Standards Act (FLSA) shall be afforded 40 hours of Administrative Leave annually as an offset for not being able to earn overtime.

Administrative leave will be provided at the beginning of each fiscal year and must be taken during the fiscal year that it is acquired. If this leave is not taken during the year it is acquired, it will be cashed out with the CAL cash out pay period in June.

## **Article 14 Overtime Authorization**

This Article applies to non-exempt regular employees.

No regular employee shall work overtime unless the working of overtime hours has been specifically authorized in advance, if possible, by the employee's supervisor.

Violations of this article can result in disciplinary actions pursuant to Article 42 and the City's Disciplinary Policy.

### **Article 15 Compensatory Time**

This Article applies to non-exempt regular employees.

In lieu of receiving overtime pay pursuant to Article 13 (Overtime) and Article 14 (Overtime Authorization) a regular employee may elect, to receive compensatory time off on a time and one-half basis for each hour worked. Compensatory Time Off is considered permissive leave. In addition, the following shall apply regulating the usage of compensatory time off:

#### **15.1 Accrual**

No regular employee shall accrue more than 80 hours of compensatory time.

#### **15.2 Time Used for Leave**

Compensatory Time may be used for leave subject to scheduling in accordance with Article 28 (Comprehensive Annual Leave) of this M.O.U.

#### **15.3 Cash Out**

All compensatory time that is available to a regular employee will be cashed out, at full value, and given to the employee in a pay period between November 15 and December 10. The compensatory time cash out will be paid out on a separate check. Under sole discretion of the City Manager, employees may carryover a maximum of 80 hours of Compensatory Time that would need to be used within 60 days. Requests to carry over Compensatory Time shall be made in writing to the Human Resources Department by November 1<sup>st</sup>.

### **Article 16 Call-Out Policy**

This Article applies to non-exempt regular employees.

Call-out duty applies to all regular employees and occurs when any City employee is required to perform services not in conjunction with a regularly scheduled work shift. For the purpose of this policy, there are two types of call-out. The first is when an employee is required to physically leave their residence and report to duty. This is termed, a response call-out. The second type of call-out is termed a non-response call-out and occurs when an employee is contacted remotely and can resolve the problem without having to physically leave their residence and report to work.

Regular employees who are designated as on stand-by status when called out will be compensated from the time they leave their residence to the time that they return to their residence. Employees who are not designated on stand-by status and are called out will receive compensation for the time they leave their residence to the time that they leave the duty station.

Regular employees who have a response call-out will be credited with all hours worked; with a minimum of three (3) hours, including travel time, at one and one-half times the regular (non-

overtime) rate of pay. In addition, call-out Pay will be paid to employees and cannot be included in any Comp Time bank.

Regular employees who have a non-response call-out will be compensated at one (1) hour of time and one-half, if the non-response call-out occurs between 6:31 a.m. and 12 midnight. If the non-response call-out occurs between 12:01 a.m. and 6:30 a.m., the employee will be compensated at two (2) hours of one and one-half times regular (non-overtime) rate of pay. If applicable, employees are subject to the provisions of Article 13 (Overtime) regarding rest periods during call-out situations.

### **Article 17 Stand-By Pay**

This Article applies to non-exempt regular employees.

In any situation where a regular employee has been in a designated "stand-by" status and is to remain on-call, the employee shall be compensated at the rate of \$230 for each seven (7) day stand-by period or pro-rated on a daily basis (\$32.86/day). Employees who are designated as on stand-by status when called out will be compensated from the time they leave their residence to the time that they return to their residence. Employees may also be designated on stand-by status for individual days and stand-by status can be applied to any regular employee. Compensation for daily stand-by pay will be computed at 1/7 of the weekly amount described above.

Assignments for stand-by duty will be scheduled on a rotational basis. This 7-day stand-by period includes designated weekdays off that are part of an alternative Work Plan, as well as weekends and holidays. If applicable, regular employees are subject to the provisions of Article 13 (Overtime) regarding rest periods during stand-by situations.

Regular employees on stand-by status shall be required, at all times, to carry a functioning, City provided cell phone and be able to respond within 15 minutes of being contacted. Upon responding, the employee must give an estimated response time to the caller. In addition, employees are expected to maintain a level of fitness for duty that is required for your normal work schedule.

Regular employees designated as stand-by on a City holiday will receive an additional \$50 for that day.

A: Substitution of stand-by duty: Supervisor must approve all substitutions. There are two (2) types of substitutions related to stand by duty, as follows:

1. Straight Substitution: Employee may request co-worker substitution, subject to approval of supervisor with minimum of 48 hours' notice. Substitutions shall not be assigned between employees. In this instance, the supervisor will, to the extent possible, solicit and assign volunteers through a lottery system.
2. Emergency Substitution: In an emergency situation (employee or City related), or with less than 48 hours prior notice, your supervisor shall assign a qualified substitute, (including additional employees) to provide standby coverage. In both instances above the substituting employee will receive the appropriate daily rate of 1/7 of weekly amount described above for each standby duty day.

### **17.1 Rotation of Storm-Watch Crews**



As regular employees of the public sector, all City employees are designated as Disaster Service Workers by the California Government Code. In association with this designation, the Public Works Maintenance Superintendent, or their designee, may implement a Storm-Watch Schedule to protect public interests in the event that existing or impending weather conditions and/or reports indicate the potential for flooding or other severe storm related problems exist.

## **17.2 Rotation of Banner Installation/Removal Crews**

Pursuant to a quarterly schedule prepared by the Maintenance Superintendent, the Public Works Maintenance Division employees may be assigned to Banner Installation/Removal Crews for special event purposes throughout the year.

## **Article 18 Shift Differential Pay**

This Article applies to non-exempt regular employees.

Regular employees are eligible to receive a 5% shift differential (above their appropriate rate of pay) for all hours worked on Sundays, holidays along with the hours worked between 10 p.m. and 6 a.m.

Any overtime worked on Sundays, holidays, and the hours between 10 p.m. and 6 a.m. will be based on the shift differential overtime rate. During the term of this agreement, shift differential will be provided to traffic signal staff for all work conducted on Saturdays. The City reserves the right to change how responses are handled relative to traffic signal service needs on weekends.

Regular employees are eligible to receive a 5% split shift differential (above their appropriate rate of pay) for all hours worked in a day where their shift is split into segments with two hours or more between segments.

## **Article 19 City Uniforms**

City uniforms provide easy identification for customers and the public, a professional appearance, and a convenience for City employees.

Each field employee in Fire, Community Development, Public Works, and Community Services is responsible for wearing a City furnished uniform at all times while performing City-related work.

### **19.1 Uniforms**

The City shall provide designated field employees with uniforms. The uniforms consist of shirts and pants. Departments will annually provide a minimum of five (5) City staff shirts (style determined by individual departments) to field employees in Fire, Community Development, Public Works, and Community Services. Department Directors may authorize additional City provided shirts based upon operational needs. In lieu of uniform pants and at the employee's request, jeans will be provided to field employees through the City's uniform company.

### **19.2 Care of Uniforms**

The City shall provide laundry service for the uniforms.

Each field employee shall take proper care of uniforms and maintain high standards of personal grooming and neatness. Hair, jewelry and accessories must not impede the safe and efficient execution of their duties.

### **19.3 Wearing of Uniforms**

A uniform, or any part of it, shall be worn only during working hours and while traveling between work and home. City uniforms shall not be worn outside of working hours unless authorized by their department.

### **19.4 Uniform Replacement**

The City will determine the need for and timing of uniform replacement.

### **19.5 Safety Equipment**

The City provides each field employee with appropriate safety equipment, as determined by each supervisor.

### **19.6 Safety Boots/Shoes Allowance**

Safety boots or shoes as determined by the City shall be worn with the uniform. Ordinarily tennis shoes, sandals, etc., are not permitted without specific department approval for safety reasons. This allowance is \$175. The boot allowance will be paid in the first full pay period of July. Regular employees receiving the boot allowance must wear boots that are appropriate for their duties and said boots must be maintained in a good/safe condition.

### **19.7 Additional Boot Allowance**

If field staff require specialized boots or have unusual wear and tear because of work functions (special needs shall be supported with a formal request and appropriate documentation to the supervisor for approval) additional boot allowance may be provided at the discretion of the Department Director.

### **19.8 Clothing Allowance**

Regular employees in the classification of Building Inspectors, Landscape Inspectors, Public Works Inspectors, Code Enforcement Officers, and Fire Inspectors, are eligible for an annual clothing allowance of \$125. This allowance is intended to cover the cost of replacing clothes due to field hazards and normal wear and tear. In addition, all field employees are required to wear collared shirts, presentable work pants and applicable safety shoes. The clothing allowance will be given in the first full pay period of July.

## **Article 20 Temporary Upgrade**

As a result of vacancies, leaves of absence or other reasons, it may be necessary to temporarily reassign the duties of an authorized position to another employee. When such assignments require the employee to assume significant additional duties, which are outside the scope of the employee's regular assignment, it is appropriate to adjust the employee's salary to reflect the

interim changes. This policy allows the City to temporarily upgrade the affected employee. It shall be the responsibility of the Department Director to notify Human Resources Department, in writing, to implement the temporary upgrade for any affected employee. Human Resources will, in turn, notify the union when a temporary upgrade is initiated and/or terminated.

With the approval of the City Manager, an employee may be temporarily appointed to a higher level classification to perform additional duties on an interim basis provided that all the following criteria are satisfied:

- A. The higher level position is vacant and is approved by the City Manager for new or continued staffing,
- B. The duties of the higher level position are outside of the scope of the employee's current classification as determined by the City Manager, or a designee,
- C. The vacancy is expected to continue for at least 15 business days, but not longer than one (1) calendar year, and,
- D. The employee possesses the minimum qualifications or the requisite knowledge, skills and abilities to perform the work of the higher classification.

Salary: the salary of an employee in a Temporary Upgrade Assignment shall be increased between 5% and 10% for the period of the temporary assignment, or to the first step in the range of the temporary classification, whichever is greater. If an employee is performing duties of a non-represented management classification as part of the Temporary upgrade, the employee's salary shall be increased by approximately 10%, or to the first step in the range of the temporary classification, whichever is greater, and shall be subject to the FLSA designation (i.e. exempt vs. non-exempt) of the management position. Employees who are non-exempt, but assume an exempt Temporary Upgrade position shall accrue Administrative/Executive Leave on a pro-rated basis as consistent with the accrual assigned to the assumed Classification in the Management Compensation Plan. If a position is created (i.e. a classification does not already exist) for a Temporary Upgrade, the range shall be set at the lowest range found in the Classification Level in the Classification Structure following an internal assessment justifying said placement. The difference between an employee's usual pay and temporary upgrade pay will only be reported to CalPERS as income to the extent permissible by law. Human Resources will provide copies of, and/or citations to, the applicable law(s) upon request of the employee.

The City Manager, or a designee, shall establish the effective dates of a Temporary Upgrade Assignment. In addition, the employee assigned to perform the duties of a higher classification shall not serve for more than 180 calendar days in a higher classification unless the vacancy is ongoing due to extenuating circumstances and approved by the City Manager.

In the event an employee serves in a Temporary Upgrade Assignment for more than 1-year, the employee will be eligible for a review evaluating their performance in the temporary upgraded assignment. A compensation increase may be granted as a result of this review if the employee is not at the top step of the upgraded assignment salary range. Consistent with the temporary upgrade assignment, any compensation increase associated with an annual review will also expire upon completion of the temporary upgrade assignment.

### **Article 21 Out-of-Classification Pay**

Employees may be assigned to perform a portion of the duties of a position in a higher classification on a temporary basis. Such assignments shall be termed "out of classification" or

"out-of-class" work. Out-of-class work is only subject to out-of-class compensation when one or more of the Qualification criteria below are met.

It is understood that, from time to time, a Department Director may assign a temporary project or task to an employee which requires a higher level of responsibility, knowledge, skills, and/or abilities than is outlined in his/her current Classification Specification. It is recognized that the infrequent assigning of such project or tasks is meant to be non-habitual and does not constitute out of classification work subject to reclassification studies as outlined in Article 47.

### **21.1 Compensation**

City agrees to compensate Employees, at that certain step in the salary range of the higher classification which generates an increase above the employee's current salary of not less than five percent (5%).

### **21.2 Qualification**

To qualify for out-of-class pay, Employee must be assigned by Employee's Department Head, or by such person designated by Department Head, to perform work of a higher job classification. Employee shall be compensated on an hour-for-hour basis for out-of-class work for each instance where out-of-class work is assigned. Although a vacancy is not required to qualify for out-of-class pay, employees shall not remain in out-of-class pay for more than 180 days per assignment.

### **21.3 Voluntary Out-of-Class Work Exclusion**

It is understood that in an effort to assist Employees in obtaining experience or training for future promotional opportunities, Employees may from time to time volunteer to perform the duties of a higher job classification. Such voluntary performance on the part of employees shall not be eligible for compensation as out-of-class pay.

### **21.4 Submission of Out-of-Class Work**

Out-of-classification work must be reported on the timesheet that corresponds with the pay period it was worked. Under no circumstances shall compensation for out-of-classification work be issued more than ninety (90) days retroactively, unless previously approved by the City Manager.

## **Article 22 Probationary Periods**

All appointments, excluding promotional appointments, shall be subject to a probationary period of not less than one (1) year of full time employment in the position. An employee on their original probation shall receive an evaluation at three (3) months, six (6) months and nine (9) months. The City can extend probation for a maximum of six (6) months. Employees will successfully pass probation if no extension is implemented and if no evaluation is provided by the last day of the probationary period. Passing probation is also not contingent on an employee receiving a probationary evaluation on time.

### **22.1 Promotional Probation**

Promotional probationary appointments shall be subject to a probationary period of not less than six (6) months of full time employment in the position. During the probation

period, the employee may be rejected at any time regardless of service without the right of a hearing or appeal. Any employee rejected during a promotional probation to which they have been promoted shall be reinstated to a position in the class from which they were promoted unless they were discharged for cause from the City.

### **Article 23 Eligibility for Merit Increases**

Each probationary or regular employee will be considered for, but is not guaranteed, for a merit adjustment annually at their regular or adjusted anniversary date. Merit adjustments (based upon performance and the policy as stated in the Performance Evaluation and Compensation System-PEACS) may be denied, deferred for future consideration, or granted at .5, 1, or 1.5 step intervals, at the Department Director's discretion and subject to City Manager's approval. In addition, during the life of this agreement, supervisors and managers shall conduct annual evaluation meetings within 30 days of the employee's anniversary date.

Regular and Promotional Probationary employees are eligible for merit adjustments at or near the completion of their one (1) year of continuous service and at the employee's annual anniversary date thereafter, provided that the employee is not a Y-Rated employee or at the maximum rate for their salary range.

Approved merit adjustments will be retroactive to the official evaluation due date.

### **Article 24 Tuition Reimbursement**

When a regular employee is ready to enroll in courses and receive tuition reimbursement, the employee must receive supervisor pre-approval for the tuition reimbursement. If approved, the supervisor shall submit a pre-approval form to Human Resources for consideration. As a condition of being reimbursed, the employee will agree to continue employment with the City for one (1) year beyond the date of the receipt of the reimbursement. If the employee leaves the City, the amount of the reimbursement will be due to the City. Reimbursement is limited to no more than \$1,200 for training or educational expenses in any one (1) fiscal year. Additional funds may be approved on appeal to the City Manager.

#### **24.1 Required Educational or Training Courses**

Any educational or training course that is a requirement for continuation of employment or is an identified part of a job evaluation shall be paid for by the City. Any other educational or training course that is job related shall, if prior approval for reimbursement is given by the City Manager or a designee, be reimbursed 100% after successful completion. All college or other graded classes shall require a minimum grade of a "C" in order to receive such reimbursement. Books or other materials shall only be paid for if some defined benefit can be shown to the City (i.e. books become part of the City reference library). Once the employee has received their official course grade, they then attach appropriate receipts and proof of grades to the City's Tuition Reimbursement form, complete the employee portion, have their Supervisor/Department Director complete their portion and submit the completed packet to Human Resources Department. Once reviewed and approved by Human Resources, the approved packet is submitted to the Department of Finance for processing. The employee will receive their approved tuition reimbursement amount on the next pay period.

#### **24.2 Training Time**

In general, training time during working hours shall be considered part of employment. Non-mandatory training after hours shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by the City, unless advanced special written approval is granted. Study time shall be considered completely voluntary.

### **24.3 Reimbursement**

Although the City applauds employees for their efforts in pursuit of additional education, the City shall not pay for educational degrees or for education in general, but will only reimburse employees for required or job-related classes and training. No reimbursement shall occur if an educational class does not provide a benefit to the City. The only exception to this is the City will reimburse employees for three (3) general education classes, as long as the classes are a part of a degree or certificate program. These three (3) classes must be approved, in advance, as required by this policy. There is no mileage reimbursement for travel to and from educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided, in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the City Manager after review of the request and recommendations by the Department Director and the Human Resources Administrator.

## **Article 25 Employee Computer Purchase Program**

This program allows regular employees to borrow, at no interest, up to \$2,000 to purchase a personal computer, iPad, and similar “computer tablet” devices, with a loan repayment plan of up to 24 months. An employee may only have one loan outstanding at any time.

To qualify for the program, employees must be regular, full-time/part-time employees and have successfully passed their one (1) year probationary period.

Loans can be received by either reimbursement of costs or direct payment to vendor (see Employee Computer Purchase Program Administrative Guideline for further details). Repayment will be made through equal biweekly payroll deductions over a maximum period of up to 24 months. At the time of submittal, employees have the option to request a 12 month loan. Repayment in full will be accepted at any time, without penalty to the employee. Loan repayment shall commence within two to four weeks of receiving disbursement.

In the event of termination of employment for any reason, the entire unpaid balance shall immediately be due and payable, without notice. Any remaining unpaid balance shall first be deducted from the final paycheck. In the event the final paycheck is not sufficient to pay off the principal sum, then any resultant balance must be paid, in full, with other resources of the borrower.

## **Article 26 Safety Programs**

### **26.1 Safe Driving Program**

Bargaining Unit employees, who are assigned to a to a City vehicle, are eligible to participate in the Safe Driving Award Program. Employees assigned to pool vehicles do not qualify. Eligible employees must not have been in any “preventable” vehicle accidents during any given full fiscal year.

An accident is any event involving a City vehicle resulting in or causing personal injury or damage to any person, object, or property in an amount exceeding \$150 in total damages. The City Safety Committee will determine whether the accident was “preventable” or “non-preventable”.

Preventable – the regular employee failed to do everything possible to prevent the accident, including anticipating the hazard and applying the appropriate defensive driving procedures.

Non-Preventable – the regular employee did everything possible to prevent the accident, including anticipating the hazard and applying the appropriate defensive driving procedures.

Qualifying employees are recognized and receive awards after one (1) year and then in five (5) year increments thereafter.

## **26.2 Injury and Illness Prevention Plan (IIPP)**

It is the intention of the City of Temecula to maintain a safe and healthy work environment for all employees. This Injury and Illness Prevention Plan (IIPP) was designed to promote a safe work environment. To meet this goal, it shall be the policy of the City of Temecula to give precedence to safety above expediency of any operation and to comply with established state laws and City ordinances and standards. Continued efforts in safety education, field operational review, working condition safety and accident prevention analysis, in conjunction with active participation by supervisors and employees, will ensure a successful Injury and Illness Prevention Plan (IIPP).

### **Article 27 Driver’s License Renewal**

It is the employee’s responsibility to carry a valid driver’s license when driving a City vehicle or on City business. For California Commercial driver’s licenses (A & B), renewal requirements, DMV fees, physicals and training are to be paid by the City.

Release time: for the purposes of obtaining and/or renewing a Class A Driver’s Licenses, pursuant to the scope of responsibilities within their classification specification and upon supervisory approval, employees are provided release time to process paperwork at the DMV. Paid release time shall not be granted if the employee’s license has already expired.

When an employee is notified by the Department of Motor Vehicles that their Class A Driver’s License is about to expire, the employee needs to follow the DMV instruction for Class A renewals. Once the renewal process is completed, proof of the renewal (Medical Examiner Certificate) needs to be submitted to Human Resources for verification purposes.

### **Article 28 Comprehensive Annual Leave Policy**

The intent of this policy is to ensure that all employees have an adequate amount of time off each year for rest and relaxation, personal business or personal/family illness. Regular employees earn Comprehensive Annual Leave from the date of hire.

Employees who are paid for less than 80 hours in a pay period will earn Comprehensive Annual Leave credits on a pro-rated basis for that pay period.

The CAL accrual rate for FLSA **non-exempt** employees is as follows:

| <b>Annual Increment</b> | <b>Annual Leave (hours)</b> | <b>Biweekly Accrual Rate (hours/pay period)</b> | <b>Maximum Accumulation (hours)</b> |
|-------------------------|-----------------------------|---|-------------------------------------|
| Hire Date               | 161                         | 6.192   | 322                                 |
| 2-4 Years               | 177                         | 6.808   | 354                                 |
| 4-6 Years               | 217                         | 8.346   | 434                                 |
| 6-8 Years               | 233                         | 8.962   | 466                                 |
| 8-10 Years              | 249                         | 9.577   | 498                                 |
| 10+ Years               | 273                         | 10.500  | 546                                 |
| 15+ Years               | 273                         | 10.500  | 658                                 |

The CAL accrual rate for FLSA **exempt** employees is as follows:

| <b>Annual Increment</b> | <b>Annual Leave (hours)</b> | <b>Biweekly Accrual Rate (hours/pay period)</b> | <b>Maximum Accumulation (hours)</b> |
|-------------------------|-----------------------------|---|-------------------------------------|
| Hire Date               | 177                         | 6.808   | 354                                 |
| 2-4 Years               | 193                         | 7.423   | 386                                 |
| 4-6 Years               | 233                         | 8.962   | 466                                 |
| 6-8 Years               | 249                         | 9.577   | 498                                 |
| 8-10 Years              | 265                         | 10.192  | 530                                 |
| 10+ Years               | 289                         | 11.115  | 578                                 |
| 15+ Years               | 289                         | 11.115  | 658                                 |

**Annual leave accrual:** annual leave will be earned on a prorated rate each pay period.

**Maximum balance:** The maximum accrued unused Comprehensive Annual Leave accumulation, which an employee may have at any one time, is two (2) times the employee's annual accrual. Employees with 15 or more years of service may accrue up to a maximum of two (2) times the employee's annual accrual, plus 80 hours.

However, the City Manager may grant an employee, on a case by case basis, the ability to accrue annual leave above two (2) times the annual accrual limit for good cause shown.

**Requesting time off:** a leave request form is to be submitted by the employee and approved by the employee's supervisor prior to the leave commencing. In the event of an unforeseen absence, the employee shall contact their immediate supervisor or representative as directed by the Department Director within 30 minutes of the start of their normal scheduled shift. If a regular employee requests specific days off at least six weeks in advance, and if that request is otherwise proper under this Article, that time shall be considered locked and cannot be displaced by a non-regular employee seeking to take the same time off.

**Scheduling:** the scheduling of Comprehensive Annual Leave shall be determined by the employee's supervisor based upon: first, the needs of the City; second, the employee's



request; and then seniority. Departments will determine a schedule as to when they will route their departmental vacation calendar. Employees with greater seniority within the department will be given the first opportunity to select their vacation. If after the needs of the City and the employee's request have been taken into consideration, and two (2) employees have requested the same period of time off, which will cause a staffing conflict within the same job area or function, seniority will be used as the determining factor as to who will receive the requested time off. However, if the same staffing conflict arises the following year, and seniority was used as the basis for resolving that conflict in the previous year, the employee granted that time off in question the previous year will not be granted the same period of time off in the subsequent year only.

A leave request form needs to be submitted by the regular employee and approved by the employee's supervisor prior to the leave commencing. Scheduled CAL Leave needs to be approved 48 hours in advance by the employee's supervisor. If a CAL Leave request is submitted less than 48 hours in advance, the supervisor is under no obligation to approve the CAL Leave request. Supervisors shall return the time off request form to the employee, with their signature approval, within a reasonable time which is outlined in the policy below. The supervisor is encouraged to make their decision within 24 hours of the request; however, in the event that additional time is needed, this decision should be generally made within five (5) business days. If the request is submitted less than 48 hours prior to the specified time off, the supervisor will be under no compulsion to approve the request based on the MOU language. The above noted turnaround time for this approval is also important when considering an employee's request for multiple time-off requests over the course of a year.

The MOU and current City policy do not require an employee to have a designated number of CAL hours available in order to take scheduled time off. However, the employee must have enough hours in their CAL Leave bank to cover their leave request, before the scheduled leave commences. If there are insufficient CAL hours in the employee's bank when the scheduled time off is about to commence, the supervisor may use their authority to cancel the abovementioned scheduled time off.

If the requested leave is relating to a personal issue, the employee has the option of stating "personal" for the reason and the supervisor need not ask for a more detailed explanation. The supervisor can offer the City's Employee Assistance Program (EAP) if deemed appropriate.

Management can only strongly encourage that an employee keep a "safe" number of hours on the books in the case of unforeseen needs or to satisfy the time needed to get through a disability elimination period, illness or personal leave.

Legitimate leave of absences such as workers' compensation, disability, or extended illness should not be factored in when approving/disapproving time-off requests.

In addition, the City encourages communication between employees and their supervisor and it is acceptable for the employee and the supervisor to agree on a conditional approval of vacation time and that the terms of this conditional approval are documented on the Leave Form.

In lieu of a Grievance Procedure (Article 41), any disputes that arise out of the scheduling of CAL time, will be handled by Human Resources Department. The determination of Human Resources will be final and no formal grievance may be filed in CAL scheduling.

Holidays during Comprehensive Annual Leave: City holidays which occur during an employee's Comprehensive Annual Leave are not deducted from Comprehensive Annual Leave balance.

Separation of employment: upon separation from employment from the City, an employee shall be entitled to cash out their remaining Comprehensive Annual Leave balance at their regular, non-overtime rate of pay. An employee may run out their remaining Comprehensive Annual Leave balance in lieu of a cash out (i.e. terminal leave) if the employee provides a minimum notice of 45 calendar days before the terminal leave commences. In cases with extraordinary circumstances, terminal leave requested with less than 45 calendar days' notice is subject to approval by the City Manager at his/her sole discretion. In all instances, written notice of separation from employment shall: 1) include the final date of employment; 2) be final and irrevocable; and, 3) may be accepted by the employee's supervisor, manager, director, or anyone in the Human Resources Department

### **28.1 Catastrophic Leave**

Upon approval by the City Manager, or designee, employees may donate a maximum of 16 hours (if 120 hours remain in donating employee's CAL bank) to a co-worker in the event of a medical emergency to the employee or an immediate family member of the employee. (Refer to Article 29, Bereavement Leave, for definition of family member.) A "medical emergency" is defined as a serious medical condition that would require the prolonged absence of the employee from duty and would result in a substantial loss of income to the employee because the employee would have and would be required to exhaust all of their available paid leave. The City reserves the right to request a doctor's note to verify the medical emergency. In addition, the City Manager may in his/her sole discretion may approve the application of this section to provide extended time off in addition to an employee's protected leave (e.g., FMLA, CFRA, PDL, etc.).

The City will pool all hours that are donated and employees, who are eligible for the donation, will receive said donation from the pool.

The maximum donation to individual employees is 160 hours per fiscal year.

### **28.2 Comprehensive Annual Leave Time Cash Out**

In June, employees may cash out Comprehensive Annual Leave (CAL) time under the following criteria:

- A. May cash out up to a maximum of 120 hours.
- B. Must maintain a balance of 120 hours after cash out is taken.
- C. Must have taken at least 80 hours of CAL time during the fiscal year.

The CAL time cash out will be provided by the end of the fiscal year on a separate check. The CAL time cash out pay period will be determined by the City's Finance Department, in accordance with the ending of the fiscal year. The City Manager in his/her sole discretion may allow an employee to cash out CAL time before the end of the fiscal year if the employee is faced with a financial emergency; however, the employee is still only allowed one cash out per fiscal year as outlined in this section.

## **Article 29 Bereavement Leave**

The City recognizes the importance of providing employees time off to mourn and take care of any details relating to the death of a member of their immediate family. Employees may also use CAL time in conjunction with bereavement leave.

Regular employees may receive a maximum of three (3) business days for bereavement of an individual who is a member of the employee's immediate family or of other similar relation as determined by the City Manager. If an employee must travel more than 500 miles, one way, to attend a funeral, the employee is eligible for five (5) business days of bereavement leave.

- A. For the purposes of this policy, immediate family (including natural, step or in-laws) shall be defined as spouse, registered domestic partner, mother, father, sister, brother, daughter, son, grandchild, and grandparents.
- B. A leave request form must be completed by the employee and approved by their supervisor. Depending upon circumstances, employees can submit bereavement leave and Comprehensive Annual Leave requests after the employee returns to work. In addition, the supervisor may require verification that bereavement leave was warranted.

## **Article 30 Leave of Absence for Medical or Family Care**

### **30.1 Statement of Policy**

It is the intent of the City to comply fully with the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1995 (CFRA). Nothing in this MOU is intended to restrict employees' rights under these laws. Unless otherwise provided in this article, "Leave" under this article shall mean leave of absence, including employees' rights and obligations, pursuant to the FMLA and CFRA. Further, employees shall be reasonably accommodated for any disability protected by law (e.g., Americans with Disability Act or "ADA") if the employee requests such accommodation.

### **30.2 Employee Notice of Leave**

Although the City recognizes that emergencies arise which may require regular employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

For foreseeable leave due to a qualifying exigency under the Armed Forces Reserves or National Guard, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

### **30.3 Employee Benefits While on Leave**

Leave under this policy is unpaid. While on leave, employees will continue to be covered by the City of Temecula group health insurance to the same extent that coverage is provided while the employee is on the job. Employees shall be responsible for the continuation of City of Temecula provided health care insurance premiums if on a Leave for more than the 12 weeks specified by the law. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The City shall have the right to recover premiums through deduction from any sums due to the City (e.g. unpaid wages, vacation pay, etc.).

Regular employees shall retain the status of employee while on Leave. However, a Leave used in conjunction with any other FMLA leave of absences, which exceeds 24 weeks, shall result in an adjustment to the employee's Comprehensive Annual Leave and salary review date.

#### **30.4 Substitution of Paid Accrued Leaves**

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the City may require an employee to concurrently use paid accrued leaves after requesting leave for medical or family care.

##### **A. Employee's Right to Use Paid Accrued Leaves Concurrently with Leave for Medical or Family Care.**

Where an employee has earned or accrued paid CAL time, administrative leave, or compensatory time, that paid leave may be used concurrently for all or part of any (otherwise) unpaid leave under this policy. Use of CAL time does not extend the leave beyond the 12 weeks specified by law.

##### **B. City's Right to Require an Employee to Use Paid Leave When Using Leave for Medical or Family Care**

Employees may exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave.

Employees are required to use accrued Compensatory Time as a first means of paid leave concurrently with any leave for medical or family care.

#### **30.5 Medical Certification**

Regular employees who request leave for their own serious health condition or to care for an eligible family member who has a serious health condition must provide written certification from the health care provider of the individual requiring care.

If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

Regular employees who request leave to care for an injured service member who is an eligible family member of the employee must provide written certification from a health care provider regarding the injured service member's serious injury or illness.

When an employee requests leave because of a qualifying exigency under the Armed Forces Reserves or National Guard, an employer may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on covered active duty or call to active duty status in a foreign country, and the dates of the covered military member's active duty service.

**A. Time to Provide A Certification**

When an employee's leave is foreseeable and at least 30 days' notice has been provided, the employee must provide medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the City within the time frame requested by the City (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

**B. Consequences for Failure to Provide an Adequate or Timely Certification**

If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the City may delay the taking of leave until the required certification is provided.

**C. Second and Third Medical Opinions**

If the City has reason to doubt the validity of a certification, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.

**D. Intermittent Leave or Leave On A Reduced Leave Schedule**

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

**30.6 Reinstatement upon Return from Leave**

**A. Right to Reinstatement**

Upon expiration of leave (no more than 12 weeks or 26 weeks for military situations), an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the leave period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and City the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

**B. Employee's Obligation to Report Periodically On Condition**

Employees may be required to periodically provide an update report and intent date to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

**C. Return to Work Certification**

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform job duties, the employee must obtain and present a certification from their health care provider stating that the employee is able to resume work. The return to work certification must be provided to Human Resources Department prior to the employee resuming any duties. Failure to provide such certification will result in denial of reinstatement.

If the health care provider imposes work restrictions on the employee, the return to work certification must list any work restrictions and the time frame for those restrictions. At the conclusion of the work restriction schedule, the employee must obtain and present a certification from the health care provider that the employee is able to resume work. Failure to provide such certification to the Human Resources Department will result in denial of reinstatement.

**30.7 Required Forms**

Employees must fill out the following applicable forms in connection with leave under this policy:

1. "Request for Leave of Absence Form" provided by the City.
2. Medical certification—either for the employee's own serious health condition or for the serious health condition of an eligible family member.

3. "Statement of Family Relationship" when leave is to care for an eligible family member.
4. Authorization for payroll deductions for benefit plan coverage continuation; and
5. Certification to return work from appropriate health care provider.

### **30.8 Pregnancy Leave**

It is the intent of the City to comply fully with the California Pregnancy Disability Leave Law. A pregnant employee shall be entitled to a leave of absence without pay for up to four (4) months so long as the employee's attending physician certifies that she is physically unable to work due to pregnancy, childbirth or related medical condition. During said leave of absence, the employee has the option of using CAL time to supplement any short-term disability benefits. In addition, employees who are out on Pregnancy Leave will also be designated as protected under FMLA concurrently as applicable under these laws

Upon expiration of the approved leave, prior to the employee being reinstated, the department director may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position. Failure to return to work after the authorized four (4) month leave period causes the employee to have no reinstatement rights. An employee who plans to take such a leave should give reasonable notice of the date the leave shall commence and the estimated duration of the leave.

### **30.9 Alternative Parental Leave**

The City shall provide six weeks of paid leave to employees for the purpose of bonding with a child in connection with the surrogate birth, adoption or foster care placement of that child. The child may be from a surrogate or non-surrogate parent or agency. The six weeks shall be paid at the rate of 2/3 of the employee's current base salary, and no other benefits shall be enhanced or reduced as a result of using this leave. Employees may use other accrued paid leave (e.g., CAL time) to supplement their pay up to 100% of their current base salary in conjunction with this leave. The six weeks of leave need not be used consecutively; however, it is limited to the first year after the birth, adoption, or foster care placement of the child. Supporting documentation will be required. Alternative Parental Leave is intended to provide paid leave to parents similar to that afforded to new mothers eligible for disability leave, so Alternative Parental Leave may not be used in combination with disability leave connected with giving birth to a child.

### **Article 31 Jury Duty**

The City encourages employees to serve as jurors when called upon to do so. When an employee serves on jury duty or is called to testify on a case involving official City business, the employee receives full pay from the City (Government Code Section 1230). However, if an employee is testifying on a civil/criminal case that does not involve official City business, then the employee is required to utilize any accrued Comprehensive Annual Leave (CAL) time that the employee has available. Employees are not required to submit, to the City, any compensation received from the court for serving as a juror.

If an employee is called to report to jury duty, the employee shall obtain a "Jury Attendance Certification" form from the court upon dismissal by the judge. The "Jury Duty Certification" form must be attached to the employee's timesheet for verification of jury duty attendance by payroll. Because the time on the "Jury Attendance Certification" form provided by the court and the actual time the employee is released from the jury pool and/or leaves the courthouse may differ, the employee must handwrite the actual time of release on the form. The time should be noted upon instruction from their supervisor or designee to either return to work or be released from work. Jury Duty attendance shall be recorded on the timesheet under the code for jury duty regardless of whether the employee is instructed to return to work or not.

When an employee receives an initial summons to report for jury duty, the employee must provide a copy of the summons to his or her supervisor immediately upon receipt, regardless of whether s/he is called to serve. It is the responsibility of each supervisor to record the employee's absence for jury duty in a manner similar to that used to record the employee absences (i.e. department calendar, weekly staff agenda).

If an employee needs to appear in court regarding a personal situation or is summoned to report to the court for a civil or criminal case that does not involve official City business then the employee is required to utilize available Comprehensive Annual Leave (CAL) time. A leave request form must be submitted and approved by the supervisor prior to the leave commencing. Approved personal leave (CAL) time shall be recorded on the timesheet under the code for CAL time.

#### Defining "Practical" Return to Full Duty

When released early, which is defined as more than two hours remaining in the business day, from any day of jury duty, the employee shall contact his/her supervisor, or designee, to determine if it is practical to return to full duty. In determining whether an employee shall return to work following the completion of jury duty for that day, reasonable consideration shall be given to such factors as: courthouse delays, parking conditions, travel time, and a rest period. If two (2) hours or less are remaining in the City's standard business day (8 a.m. to 5 p.m.), the employee does not need to contact their supervisor or return to work.

Employees are not required to report to work at the City each day prior to reporting to the court for jury duty unless the report time after 12 noon is ordered.

#### Supervisor Determination

If upon discussion with the supervisor or designee it is determined that it is NOT practical for an employee to return to full duty that day, the supervisor's written release stating "not practical to return to full duty", along with the supervisor's initials and date, must be noted on the employees "Jury Attendance Certification" form and attached to their timesheet.

#### **Article 32 Military Leave**

The City recognizes the importance of allowing employees time off to serve in the U.S. Armed Forces. This policy allows for employees to take time necessary for the defense of our country.

Military leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide their department director and Human Resources, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department director may



determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. Upon completion of military service, the employee will be reinstated with full seniority to their former position or to a comparable position, if application for reemployment is made within 90 calendar days of release from the service or related hospitalization.

An employee who is a member of the National Guard or of a reserve component of the U.S. Armed Forces shall, upon furnishing a copy of the official orders or instructions, be granted a military training leave. Training leaves will not, except in an emergency, or in the event of extenuating circumstances, exceed two (2) weeks per year, plus reasonable travel time. Upon presentation of a military pay voucher or endorsed orders, employees will receive full pay for up to 30 calendar days within one (1) fiscal year. If the leave is greater than 30 days, then the employee may utilize accrued Comprehensive Annual Leave time.

If the employee is placed on active duty, the City is required, by law, to return the employee to the same classification, upon the employee's return to City service.

Consistent with the City of Temecula City Council Resolution 90-067, the military leave policy has been extended, for those employee's called to active duty as follows:

- A. With appropriate documentation, the City will pay the difference between the City employee's salary and the employee's military pay, and;
- B. The difference in salary will be paid for the entire duration of active duty.

### **Article 33 Leaves of Absence Without Pay**

This provision applies to leaves, which are not covered by other provisions within the MOU.

Leave of Absence Without Pay is to be used for the purpose of unforeseen circumstances or other situations where leave is requested by the employee. The unforeseen circumstances under this type of leave do not relate to FMLA or pregnancy leaves of absences. In all cases, Leaves Without Pay must be approved by the City Manager or designee, and do not continue accrual of benefits. Employees should refer to Human Resources for specific details.

#### **33.1 Procedure for Requesting Leave of Absence Without Pay**

The Department Director, subject to the approval of the City Manager, may grant requests for Leave of Absence Without Pay. Employees generally provide a minimum of two (2) weeks' notice, in writing, to request a Leave of Absence Without Pay.

Employees must give reasonable notice, to their Department Director, before returning to work.

The maximum leave which may be taken is six (6) months at the sole discretion of the City Manager. In extreme cases, and at City Manager's approval, the maximum leave may be extended beyond six months.

Employees shall not accrue Comprehensive Annual Leave time if on a Leave of Absence Without Pay in excess of five (5) business days.

Employees may be required to exhaust their Comprehensive Annual Leave prior to commencing Leave of Absence Without Pay status, except as provided in the Family Care Leave Policy and Holiday Pay Policy.

Employees shall be responsible for the continuation of City provided health care insurance premiums if on Leave of Absence Without Pay for more than two (2) monthly premium payment periods.

Employees shall retain the status of employee while on Leave of Absence Without Pay. However, a Leave Without Pay which exceeds 30 days shall result in an adjustment to the employee's salary and Comprehensive Annual Leave accrual review dates.

### **33.2 Procedure for Unforeseen Circumstances**

Requests for Leave of Absence Without Pay may be granted, at the discretion of the City Manager, for prolonged illness or personal reasons, including disabilities not related to worker's compensation. The above procedures will apply to a requested Leave of Absence Without Pay with the exception of providing a two (2) week minimum notice. Employees who request a Leave of Absence Without Pay for illness or personal reasons must provide a written notice of such leave as far in advance as possible. In addition, the City may require a doctor's certification or other official documents in order to verify legitimacy of the employee's request.

### **Article 34 Health and Wellness Benefits**

The City shall provide each active employee with a Health Flex Contribution of \$400 per month. This allotment is intended to bring the City into compliance with the U.S. Patient Protection and Affordable Care Act ("ACA"). The Health Flex Contribution may only be used toward City-sponsored health, dental, and vision insurance premiums, or deposited into a health flexible spending account as permitted by IRS laws. Any unused portion of the \$400 allotment shall be forfeited by the employee (i.e. this is a "use it or lose it" benefit).

The City shall also provide each employee with a Cafeteria Contribution of \$1,200 per month. Consistent with past practice, this payment includes the PERS statutory minimum payment for each calendar year of this Agreement for both active employees and annuitants (retirees). The Cafeteria Contribution must be applied to all mandatory benefits as determined by the City. The first day of the month following the date of hire, an employee shall be covered under mandatory benefits as set forth in the contract between the City and the carrier(s). The employee can then apply the remainder of the Cafeteria Contribution to optional benefits provided by the City, including: health insurance premiums, dental insurance premiums, vision insurance premiums, additional life insurance premiums, flexible spending accounts, and other supplemental insurance premiums. Any unused portion of the \$1,200 allotment may be deposited into a deferred compensation account, or taken as taxable income.

The Union agrees to meet and confer with the City over any state or federally mandated changes in benefits that occur during the term of this agreement. In addition, City agrees to include two (2) shop stewards as part of the formal Benefit Committee that meets to discuss annual changes in any health and welfare benefit proposal for the next plan year. The benefit committee will meet prior to the start of the open enrollment period to educate employees on benefits provided during the upcoming plan year.

### **34.1 Health Coverage**

During the life of this agreement, the City agrees to continue offering the PERS Health Plan. An employee seeking to opt out of City-sponsored medical insurance must provide documented evidence of minimum essential health coverage pursuant to the ACA, which must cover both the employee and all individuals in the employee's expected tax family, if any. Each year, during open enrollment or as otherwise required by the City, the employee must provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

The City agrees to meet with the Benefit Committee to discuss any changes in the PERS Health Plan prior to open enrollment.

### **34.2 Dental Coverage**

During the life of this agreement, the City agrees to continue to offer dental coverage to represented employees. The City agrees to meet with the Benefit Committee prior to selection of the dental plan for the respective Plan Year.

### **34.3 Vision Coverage**

During the life of this agreement, the City agrees to continue to offer vision coverage to represented employees. The City agrees to meet with the Benefits Committee prior to selection of the vision care plan for the respective Plan Year.

### **34.4 Disability Insurance**

The City mandates enrollment in short-term and long-term disability insurance for all represented employees. The City agrees to meet with the Benefit Committee prior to selection of short-term and long-term disability insurance. The STD disability insurance elimination period of 0 - 7 calendar days for accident/in-patient hospitalization; and the STD disability insurance elimination period of 7 -14 calendar days for illness and outpatient procedures. Employees should refer to Human Resources regarding specific details on short term and long term disability coverage's.

### **34.5 Flexible Benefits Program**

The City will continue to offer, as long as lawfully permitted, a Flexible Benefits Program during the term of this agreement in accordance with applicable IRS statutes in order to provide employees the greatest possible tax benefit.

Included in the Flexible Benefits Program are reimbursement accounts for medical, dental and vision plan deductibles and co-payments; and other health care expenses not covered by existing medical and dental vision coverage. An additional element of the program includes reimbursement of child/dependent care.

### **34.6 Retiree Medical, Dental and Vision Premium Reimbursement**

The City will provide medical, dental and vision benefits, for eligible employees and their spouse, upon retirement from the City of Temecula, as follows:

- A. Eligible retired employees are those employees that were hired or rehired on or before June 30, 2005 and have, upon retirement, completed a minimum of 12 years of cumulative service to the City of Temecula in a regular, benefited position status; who retire from the City of Temecula on or after July 1, 2003; in accordance with CalPERS standards. Part-time, regular, benefited employees shall also be eligible provided that total service in Temecula, as defined by PERS, meets the required minimum for this benefit and if they meet the other criteria set forth in this article.

If a retired Temecula employee reinstates to a regular benefited position with any California PERS Agency, including the City of Temecula, this benefit will be discontinued and will not be reinstated. The only exception to this rule shall be in the event of a Reduction in Workforce and the employee had been re-employed by the City of Temecula pursuant to Article 44 of this M.O.U.

- B. Retirement from the City of Temecula shall be defined as a PERS service or industrial disability retirement, and employee must be eligible for such retirement at the time of or within 120 days of separation from City service. The date of eligibility shall be the employee's official CalPERS retirement date.
- C. Employees who have retired prior to the effective date of this M.O.U. will be eligible for this benefit in accordance with the terms of the agreement at time of retirement.
- D. Eligible City of Temecula employees (as defined above), who retire during the term of this M.O.U. will be eligible for a reimbursement, for monthly premiums (not including co-payments, prescriptions, and other non-premium expenses) purchased and paid for by them, of up to the current monthly cafeteria plan allotment, for continued medical, dental and vision coverage as provided for in sections 34.1, 34.2 and 34.3 of this agreement. This payment will begin within 30 days of the employees' PERS retirement, and upon written notice from the employee and verification of current payment amounts and will continue through the term of this agreement.
- E. The amount of actual payment will be based on proof of continued medical, dental or vision insurance and verification of the payment amount. Be advised – the PERS medical premium on a PERS retiree's check is the premium amount AFTER the City of Temecula's mandatory employer contribution has been deducted. Therefore, the City will be calculating the reimbursable amount based on the AFTER the mandatory employer contribution rate established by PERS annually. In addition, the maximum amount of payment will include any mandatory medical payments made by the City. If employee moves from PERS service area, and coverage under the City's medical, dental, and/or vision plans is not available, employee may request that an alternate medical, dental, and/or vision plans be approved by the City, if allowed by law. Coverage is limited to employee, and if applicable, to spouse. The medical, dental, and/or vision insurance benefits will continue for eligible employees, even after the employee qualifies for Medicare coverage. Medicare supplemental coverage and related premiums will be set in accordance with CalPERS benefit standards.

The existing Dental and Vision benefit plans only allow continuation of coverage for retirees for 18 months, after retirement. Following this time period, it is the retiree's responsibility to enroll in dental and vision coverage of their choice. In order to receive reimbursement (not to exceed the monthly allotment), the retiree needs to submit proof of coverage annually to the City's Director of Human Resources.

For all coverages which are outside the PERS medical plan service area, eligible retired employees, or their authorized legal representative, must submit, to the City's Human Resources Department, proof of coverage and the premium amount for the upcoming year within 30 days of the first payment. If proof of coverage is not received within said 30 days, payments will not be made until the proof of coverage is received for that year. Retroactive payments will not be made if the employee fails to submit this information on a timely basis. It is the responsibility of the retired employee to notify the Director of Human Resources of any changes in premium amounts or change in status.

This benefit will discontinue upon the death of the retired City employee.

### **Article 35 Life Insurance**

The first day of the month following date of hire a regular employee, upon proper application and acceptance by the insurance carrier, shall be covered under a group life insurance plan for the amount of \$50,000.

Voluntary Life Insurance will be available to regular employees (outside the City's Section 125 Cafeteria Plan) at no cost to the City.

### **Article 36 Retirement**

The City has established a multi-tiered retirement benefit.

#### **Tier 3**

Pursuant to the Public Employment Pension Reform Act of 2013, (also known as "PEPRA", Assembly Bill 340), those who first become employed by the City on or after January 1, 2013, and who are "new members" as that term is defined in PEPRA, shall be subject to a third tier Public Employees Retirement System (PERS) formula of 2% @ age 62, and a benefit based on the highest 36 months of employment. New members shall pay their entire PERS member contribution by payroll deduction at a rate set by PERS at 50% of normal cost as that term is defined in PEPRA. For 2017, that percentage is 6.75%. New members shall also be subject to all other applicable provisions of PEPRA. This retirement formula shall be known as Tier 3.

#### **Tier 2**

The City's second tier PERS retirement formula of 2% @ age 60 applies to employees hired on or after September 24, 2011, and up to and concluding December 31, 2012, as allowable by law. Tier two also applies to those hired at any time after September 24, 2011, who had prior membership in PERS or in another retirement system that has reciprocity with PERS. Highlights include the following:

- A three-year final compensation
- Annual 2% Cost Of Living Adjustment (COLA)
- Post-Retirement Survivor Allowance
- Fourth Level of 1959 Survivor's Benefit
- Military Service Credit as Public Service

#### **Tier 1**

The City's first tier PERS retirement formula of 2.7% @ age 55 applies to employees hired prior to September 24, 2011 as allowable by law. Highlights include the following:

- One-year final compensation
- Annual 2% Cost Of Living Adjustment (COLA)
- Post-Retirement Survivor Allowance
- Fourth Level of 1959 Survivor's Benefit
- Military Service Credit as Public Service.

For retirement tiers 1 and 2, employees shall pay 3% of their PERS member contribution. The City agrees to continue to pay the balance of the Member Contribution (EPMC), required by the Public Employee's Retirement System to maintain the current level of benefits for employees covered by this Memorandum during the term of this agreement.

Regular City employees are not covered under Social Security (1.45% Medicare only).

Survivor Benefits: The City of Temecula's PERS 1959 Survivor Benefit coverage (Government Code section 21574) is a higher level of cash benefit paid to survivors of an employee who dies prior to retirement. The City provides Level 4 of PERS' Survivor Benefit.

### **Article 37 Deferred Compensation**

The City shall provide for a Deferred Compensation Plan which may be utilized by any employee on an optional basis. The City reserves the right to accept or reject any particular plan and to impose specific conditions upon the use of any plan. Such plan shall be implemented without cost to the City.

### **Article 38 Late Starts**

This Article applies to non-exempt regular employees.

A regular employee who is tardy to work or upon returning from break or lunch shall be docked pay at the discretion of the Department Director or designee(s). Such docking shall be rounded to the nearest 15 minute increment. However, if the employee is tardy for a period of less than 7 ½ minutes, then no docking of pay shall occur. If the employee is tardy between 7 ½ and 15 minutes, then a full 15 minutes shall be docked. An employee and their department manager, upon mutual agreement, may make up late time by either coming in early, staying late, or shortening their lunch hour (lunch hours can only be shortened if employee is on a 1 hour a day lunch schedule) to make the time up. It is understood the time to be made up must be made up within the same 7 day work period the late time occurred, that no overtime will result from making up late time, and that there shall be no disruption to City services or operations. In addition, no provisions of this article are subject to the grievance procedure. Finally, an employee may be disciplined for continued late starts.

### **Article 39 Rest Periods**

All represented employees may take, for each full eight (8), nine (9), or ten (10) hour shift worked at the direction of the respective department, a 15 minute break each four or 4 ½ -hour period. Rest and lunch periods must be arranged with your supervisor and are intended to be uninterrupted time. Employees working in the field shall take, at the direction of the department,

rest periods nearby the work site. Rest periods/meals are for the good of the employee, but periods cannot be used to make up for other lost time or to arrive at work late or leave work early. Exceptions to this rule must be with supervisory approval. Rest periods are not cumulative. In the event the employee is called off their lunch break because of an emergency or if the department schedules a hands-on mandatory lunch meeting, the employee is entitled to be compensated for this time.

### **Article 40 Hours of Work**

The City has an absolute right to assign work schedules for City employees. If the City proposes to change the work schedule of a classification or an employee in a classification, represented by the Union, the City will provide the employee and Union with a written notice which will include the valid business need for the schedule modification. Such written notice will be provided at least ten (10) business days in advance of any change.

During the term of this agreement, the City will continue to offer alternative work plans where business needs (e.g., customer service and employee productivity) are prioritized and uncompromised. Examples of alternative work plans include:

- 9/80 Work Plan: an employee works nine (9) days in a two-workweek period, but not more than 40 hours in either workweek.
- 4/10 Work Plan: an employee works four (4) 10-hour days in a workweek for a total of 40 hours.

#### **40.1 Participation**

Participation in the alternative work plans is on a City wide basis. Employees have the option of participating in an alternative work plan if the Department Director has agreed and the affected classification is eligible based upon the scheduling and service needs of the department. Upon Department Director approval, employees may change work plans on a temporary or on-going basis.

### **Article 41 Grievance Procedure**

The purpose of this article is to promote improved employer-employee relationships by establishing procedures for appealing management actions. To afford employees, individually or through representation, a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussion. This process is intended to provide settlement of grievances as near as practicable to the point of origin.

#### **41.1 Grievance**

A grievance is any alleged violation as to the interpretation or application of personnel policies and practices or the application of any negotiated agreement or any law, rule or regulation governing personnel matters for which there is not another administrative appeal process.

#### **41.2 Representation**

A regular employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure. The grievant is entitled to be released from work for a reasonable period of time in order to present the grievance.

#### **41.3 Grievance Discussion**

A regular employee or employee representative will be unimpeded and free from restraint, discrimination, interference, or reprisal in seeking appropriate adjustment of a grievance provided, however, that an employee's representative may not participate in an informal discussion with the supervisor as required prior to the filing of a formal written grievance.

#### **41.4 Non-Reviewable Grievance**

A grievance is not reviewable under this procedure if it is a matter which would require the modification of a policy established by the City Council or by law, or is reviewable under some other administrative procedure and/or rules of the City, such as:

- A. Employee requested applications for changes in title, job classification or salary.
- B. Appeals from formal disciplinary action.
- C. Appeals from work performance evaluations. However, there may be an allowable grievance if a bargaining unit member conducts a formal evaluation of another bargaining unit member.

#### **41.5 Filing of Grievance**

In order for an employee to file a grievance, the employee must raise the issue with the immediate supervisor or Department Director, in writing, within 15 business days after the employee knew or, by reasonable diligence, should have known of the circumstances giving rise to the grievance and should be subject to all processing set forth herein.

#### **41.6 Grievance Time Limits**

The time limits set forth in the grievance procedure may be extended by mutual consent of both parties.

##### Step 1

An employee, before reducing the grievance to writing, will take the matter up with their immediate supervisor in an informal conference. The employee and the supervisor are each entitled to the presence of a silent observer. The silent observer for the grievant must be the shop steward for the grievant's appropriate group. An observer that interrupts or participates in the discussion may be excluded from the discussion by either the employee or the supervisor. The supervisor will have five (5) business days to render a decision in writing. Failure of the supervisor to render a decision in writing within five (5) business days, entitles the employee to move the grievance to the next step.



## Step 2

If the grievance is not settled in Step 1, the employee and their representative, if any, may within five (5) business days appeal, in writing, to the employee's Department Director. The Department Director shall schedule a meeting, to hear the grievance, which will take place within ten (10) business days from the date the grievance is referred to Step 2. The Department Director shall issue a decision within ten (10) business days. The employee may within five (5) business days move the grievance to Step 3. Failure by the employee to raise the issue to the next level will result in the grievance procedure ending.

## Final Step

If the grievance is not settled in Step 2, the employee and their representative, if any, may within five (5) business days appeal, in writing, to the City Manager. The City Manager or, if designated, the Assistant City Manager shall schedule a meeting to take place within 15 business days. The City Manager or Assistant City Manager shall have 15 business days to render a decision which will be final and binding.

## **Article 42 Discipline**

General Statement of Policy: It is the City's belief that rules of conduct are most effective when they are written and communicated to employees and supervisors, consistently enforced, and the difference between major and minor forms of misconduct recognized.

The City's goal is to administer discipline on an equitable and corrective basis. Effective discipline reinforces training by identifying rules and their reasons, correcting misconduct or improving job performance, serving as a deterrent through enforcement, and penalizing in relation to the severity of the offense and the employee's past record. In general, the City will not use supporting documents older than three (3) years when considering a disciplinary action.

At the request of the employee, Union representation will be provided during investigative conferences that may result in formal discipline. Formal discipline is defined as a minimum of a written reprimand. If the supervisor anticipates that discipline, resulting in a written reprimand or greater discipline will result, the supervisor shall notify the employee that they have a right to request Union representation prior to further discussion of the issue.

Definition of Disciplinary Action: "Disciplinary Action" means action taken by the Department Director or designee for disciplinary reasons, pursuant to the City of Temecula Discipline Policy. Such disciplinary actions include: 1) a formal warning, 2) a written reprimand, 3) disciplinary suspension, 4) reduction in pay, 5) demotion, 6) dismissal, or 7) any other action taken for disciplinary purposes.

Informal Discussion: Though not a disciplinary action, when a minor job performance problem develops, an informal discussion shall usually occur to assist the employee in clarifying and remedying the problem. An informal discussion is designed to clarify standards, policies and procedures or rules and regulations so that problems are resolved early and thus, the need to utilize disciplinary action may be avoided.

Formal Warning: The formal warning shall be given in response to minor misconduct. The warning should be prompt, calm, and constructive, and every effort shall be made for the formal warning to be given in private. The supervisor/department director shall include in the formal

warning a review of appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior. A formal warning will be documented in memorandum format by the supervisor/department director and a copy of the formal warning memorandum to the employee. This memorandum does not go into the employee's central personnel file. In addition, the employee may request that a Union representative be present during this process.

Written Reprimand: The written reprimand shall be given by the Department Director or designated authority when a formal warning has not succeeded in stopping the misconduct or when the misconduct is considered too serious to warrant a formal warning. Misconduct includes failure to meet City performance standards. The Department Director should first counsel the employee about the misconduct, as if giving a formal warning. At the end of the discussion, if no extenuating circumstances are discovered, the Department Director shall inform the employee that a letter of reprimand shall follow and shall be placed in their central personnel file located in the Human Resources Department. The written reprimand shall include a full, accurate and factual statement of the reason for the reprimand, if applicable, appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior. The employee and/or their representative has the right to request a meeting with Human Resources to discuss the content of the written reprimand prior to it being placed in the employee's central personnel file. Finally, the employee has the right to attach a written response to the written reprimand to be placed in the employee's central personnel file.

Disciplinary Suspension: Disciplinary suspensions without pay are actions which generally deprive an employee of pay for any period up to 30 business days and are usually given when serious misconduct or repetition of past problems for which the employee has been reprimanded require a strong management response. The nature of the offense, its severity and the circumstances dictate the length of suspension. Recurrence of the same or similar offenses can result in a second or third disciplinary suspension of progressively increased duration or in a dismissal. A disciplinary suspension is given an employee when formal warnings or written reprimands have not been effective, or when the misconduct warrants more than a written reprimand.

The City distinguishes between minor disciplinary suspension as one (1) to five (5) business days and major disciplinary suspensions as six (6) to 30 business days. Minor suspensions can be used as steps in progressive discipline. Major suspensions are used as steps in progressive discipline. Major suspensions are used as a more severe step in progressive discipline or where the act of misconduct does not warrant dismissal.

Department Directors shall institute disciplinary suspensions only after Human Resources and City Manager approval.

Reduction in Pay: The reduction of an employee's base pay through the loss of a grade or step is the action given when a disciplinary suspension has not been effective, or when the misconduct is too serious for disciplinary suspension alone.

Department Directors shall institute a reduction in an employee's base pay only after Human Resources and City Manager approval.

Demotion: The Department Director may demote an employee for disciplinary reasons or because the employee's ability to perform the required duties falls below standards for that position, provided that the employee has been given a reasonable time to improve. Upon

request of the employee, and with the consent of the appointing authority, demotion may be made to a vacant position. No employee shall be demoted to a position unless they possess the minimum qualifications for such a position.

Department Directors shall institute a demotion only after Human Resources and City Manager approval.

Dismissal: Dismissal or involuntary separation of an employee from City employment shall be imposed only when all other disciplinary measures have failed and the employee is deemed beyond rehabilitation or when an act of misconduct is deemed very serious. A career employee may be dismissed by the Department Director for just cause as outlined in these rules.

Resignation: An alternative to Disciplinary Action: At times, an employee may offer to resign instead of facing disciplinary action. By doing so, the employee loses the right to appeal. A resignation must be completely voluntary.

If the action taken is a written reprimand, disciplinary probation, a disciplinary suspension, a reduction in pay, a demotion, or a dismissal, documentation shall be in accordance with this policy. A copy of all such disciplinary documents shall be placed in the employee's central personnel file located in the Human Resources Department.

The employee shall sign and receive a copy of such disciplinary documents. If the employee refuses to sign the statement, that fact should be noted in writing by the supervisor.

Actions that are not Appealable: Denial of merit or pay increases, performance evaluations, informal discussions, oral counselings, and formal warnings.

Disciplinary Action Subject to Skelly Procedure: Prior to a disciplinary suspension, a reduction in pay, a demotion, or a dismissal of a career employee for disciplinary purposes, the procedure set forth in this section shall be complied with.

Administrative Suspensions with Pay: Pending investigation of an accusation against an employee, the City Manager may approve the temporary suspension of an employee with pay, pending the undertaking or completion of an investigation or opportunity to respond as may be required to determine if any disciplinary action shall be taken.

Skelly Procedure:

A. Written Notice: The Department Director or designated authority shall give the employee a written notice of the proposed disciplinary action at least ten (10) business days prior to the effective date. The written notice shall be personally delivered to the employee or sent by certified mail to the employee's last known address. The notice should include the following information:

1. A description of the proposed action to be taken and its proposed effective date or dates;
2. The specific grounds and particular facts upon which the action is proposed to be taken;
3. The employee's right to receive a copy of the written materials alleged to support the proposed action; and

4. A statement advising the employee of the right to respond, orally or in writing, and the time period in which to do so.

B. Employee Review and Response: The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based. Within ten (10) business days after receipt of the written notice, the employee shall have the right to respond to the Department Director, orally or in writing, concerning the proposed action. Failure to respond within the time specified may result in the employee's waiver of their pre-disciplinary procedural rights. By mutual agreement, the specified time period may be extended.

C. Department Director Decision: The Department Director or designee shall, within ten (10) business days, provide a written decision to the employee after reviewing the employee's response, if any. The decision shall be personally delivered to the employee or sent by certified mail to the employee's last known address. The decision shall acknowledge the employee's response and shall be dated and signed by the Department Director. If disciplinary action is to be taken, the written response shall include a statement informing the employee of the right to appeal and the time period within which the appeal must be made.

If mutually agreed upon, the effective date of any proposed disciplinary action may be postponed to allow the Department Director enough time to adequately review the employee's response before making a decision.

D. Appeal of Department Director's Decision: An employee may appeal a Department Director's decision within ten (10) business days of receiving the decision. An appeal shall be accompanied by a copy of the written notice of disciplinary action served on the employee, the Department Director's written decision, a brief statement of the facts and reasons for the appeal and a brief statement of the relief requested.

If, within the ten (10) day appeal period, the employee involved does not file an appeal, unless good cause for the failure is shown, the action of the Department Director or designee shall be conclusive. If an employee withdraws the appeal, the employee waives the right to further review. Appeals filed within the ten (10) day requirement shall be handled in accordance with the following provisions:

E. Minor Disciplinary Suspension, Reduction in Pay and Demotion: An employee may appeal a disciplinary suspension of five (5) days or less, or a reduction in pay of 5% or less annualized by submitting a written response to Human Resources within ten (10) business days after the employee has received the Department Director's decision. Such an appeal and decision of the matter is based only upon the written record.

Human Resources shall render a written decision within ten (10) business days after receipt of the appeal. The City Manager may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The City Manager's written decision is the final and conclusive administrative review.

F. Major Disciplinary Suspension, Reduction in Pay, Demotion and Dismissal: Disciplinary suspensions of greater than five (5) days, reductions in pay greater than 5% annualized any demotions from class to class, or a dismissal may be appealed to the City Manager. The City Manager may designate the Assistant City Manager or another person mutually

agreed to by the City Manager and the Union, to serve as Hearing Officer who shall determine the hearing procedure. The hearing need not be conducted according to technical rules relating to evidence and witnesses. However, the Hearing Officer shall ensure that the matter before them can be fairly determined on reliable evidence.

The Hearing Officer, shall render a written record of their findings, conclusion and decision as soon after the conclusion of the hearing as possible and in no event later than 20 business days after conducting the hearing, unless the parties otherwise agree. The Hearing Officer may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The Hearing Officer's decision on the appeal is final and conclusive administrative review. However, if an employee reports directly to the City Manager, then a hearing officer may be called in, to act as the final level of administrative review.

- G. Amended Notice of Disciplinary Action: At any time an appeal is submitted for decision, the Department Director or designated authority may, with the consent of the City Manager, amend the disciplinary action or provide a supplemental notice of disciplinary action.

A decision not to impose any disciplinary action should be accompanied by a directive from the Department Director to delete all references to the pending action from the employee's personnel file(s). Failure by the Department Director to make further investigations or to provide an additional written answer shall not affect the ability of the City to impose disciplinary action.

If the amended or supplemental notice of disciplinary action presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a response, but the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made verbally or in writing during the appeal interview.

#### **Article 43 Alcohol and Drug Policy**

It is the policy of the City of Temecula to have a work environment free from the effects of drugs and alcohol. To accomplish this objective, represented employees agree to abide by the City of Temecula Alcohol and Drug Policy over the life of this agreement.

#### **Article 44 Reduction In Workforce**

The City may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employees not less than two (2) weeks advance notice of separation and the reason therefore. However, no full time benefitted employee shall be separated from a department while emergency, project, probationary, part-time, or temporary employees are employed and serving in the same positions in the department. The order of layoff shall be as follows:

Order of Layoff: The order of layoff of career employees shall be made in accordance with a system, which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of importance:

- A. The three (3) most recent performance evaluation records once finalized and filed in Human Resources Department. The overall evaluation rating will be utilized for purposes of determining performance. If the overall evaluation rating category includes a combination rating such as Commendable/Outstanding (C/O), the rating will be combined to determine overall performance. Those employees with the lowest overall ratings will be further evaluated in Section B and C, detailed below. Should there be a change to the rating categories as a result of revisions to the City's Performance Evaluation format, the City agrees to a limited re-opener to discuss needed adjustments to Article 44.
- B. Documented disciplinary actions above the written reprimand level during the preceding 12 months
- C. Seniority (as defined in Article 9) in relation to the following categories:
  - 1. in the City
  - 2. in the classification
  - 3. in the department.

In exceptional circumstances, the City may determine that it is not cost effective to replace specific employees, within a classification, who have received specialized training to perform duties or carry out responsibilities related to a specific department.

Re-employment List: The name of every regular employee who is laid off, for longer than one (1) pay period due to a reduction-in-force, shall be placed on the Re-employment List, in order of layoff. Vacancies to be filled within a department shall be offered, first in reverse order of layoff (last employee reduced is first rehired), to individuals named on the Re-employment List who at the time of the reduction-in-force, held a position in the same job classification.

The City may also offer voluntary layoff packages to employees. These packages, at the discretion of the City Manager, may provide 90 days of compensation for employees who volunteer to participate in a voluntary reduction of workforce process. Individual names may be removed from the Re-employment List for any of the following reasons:

- A. The expiration of 12 months from the date of placement on the list.
- B. Re-employment with the City in a regular full-time position.
- C. Request in writing to be removed from the list.

Status on Re-employment: A regular employee who has been laid off or terminates in lieu of reassignment and is re-employed in a regular position within 12 months from the date of their layoff or termination shall be entitled to:

- A. Restoration of seniority accrued prior to layoff.
- B. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Comprehensive Annual Leave.
- C. Placement in the salary range as if the employee had been on a leave of absence without pay if they are reinstated to the same job classification.

## **Article 45 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 46 Reasonable Accommodation of Employees With Disabilities**

Because the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) requires reasonable accommodations for individuals protected under the Act, and because these reasonable accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotions, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leave, fringe benefits, training opportunities, hours of work, or other terms and privileges of employment.

The bargaining unit recognizes that the City has the legal obligation to meet with the individual employee to be reasonably accommodated before any adjustment is made in working conditions. The employee's bargaining unit will be notified of these proposed reasonable accommodations prior to implementation by the City.

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

Prior to disregarding any provision of this agreement in order to undertake required reasonable accommodations for an individual protected by the Act, the City will provide the business representative of the bargaining unit with written notice of its intent to disregard the provision, and if requested will allow the business representative of the bargaining unit the opportunity to discuss options to disregarding the agreement.

## **Article 47 Reclassifications**

### **47.1 Reclassification Implementation (aka Salary Schedule B)**

Effective the first full pay period following July 1, 2017, the City shall implement all of the remaining, finalized employee reclassification recommendations issued by Creative Management Solutions in 2015 and 2016, and finalized employee reclassification recommendations issued by CPS HR Consulting prior to June 30, 2017, with the exception of the following individuals:

- a. employees who have promoted since receiving a reclassification recommendation as described above;
- b. employees who have already been reclassified to their final employee reclassification recommendation as described above;
- c. employees who have separated from employment with the City.

Employees shall be placed into his/her new position's salary range at the salary step in the range closest to his/her current salary without going under, or to the first step in the range of the reclassification, whichever is greater.

Employees whose current salary range is higher than their recommended classification's

salary range shall retain their current salary range as a “y-rated” salary range. Y-rated salary ranges are not subject to cost of living increases; however, if the unmodified salary range for an employee’s classification exceeds that of their y-rated classification’s salary range due to a cost of living increase, the employee shall be placed in their classification’s unmodified salary range at the salary step in the range closest to his/her current salary without going under. Those employees assigned to y-rated salary ranges shall be listed in Appendix B.

Employees shall not serve a probationary period as a result of being reclassified, and shall retain his/her performance evaluation date and merit increase eligibility prior to being reclassified.

#### **47.2 Reclassification Studies**

If any regular employee, during the term of this agreement, believes they are working out of classification, he/she is entitled to request a reclassification study to be conducted by the Human Resources Department. This request must be made by October 1<sup>st</sup> so the process can be completed in time for the mid-year budget or annual budget as determined by the City. Only employees whose work has fundamentally changed due to a department reorganization, changes to staffing levels, introduction of new programs or services, and/or re-allocations of work and internal reporting relationships may be considered for reclassification.

#### **47.3 Reclassification Request Process**

Employees must make a request for a reclassification study in writing to the Human Resources Department to initiate the process. The employee will then be required to complete a Position Description Questionnaire (PDQ). If the PDQ demonstrates that the employee’s work has fundamentally changed due to a department reorganization, changes to staffing levels, introduction of new programs or services, and/or re-allocations of work and internal reporting relationships, then the employee will be referred to an independent consultant who can objectively complete the reclassification study. The independent consultant shall determine the methodology used to conduct the reclassification study. The results of the study will be shared with the subject employee by May 1<sup>st</sup> of the following calendar year, and the results are not appealable.

### **Article 48 Performing Arts/Theater Staff**

This Article applies to non-exempt regular employees.

Regular employees who work at the City of Temecula Old Town Temecula Community Theater are provided benefits in accordance with the M.O.U.

- A. Employees are provided Shift Differential in accordance with Article 18 of the M.O.U.
- B. Employees who do not receive a meal break after the 5<sup>th</sup> hour shall be compensated at 1.5 times their hourly rate of pay until a meal break is provided, in accordance with Article 40. The City utilizes outside production companies therefore if a meal penalty occurs, employees will be compensated at time and a half by the production company, in accordance with the M.O.U.



- C. With regards to overtime, all employees shall be compensated in compliance with Article 13 (Overtime) of the M.O.U.
- D. Employees shall receive an 8 hour rest period between work periods, as outlined in Article 13.4 (Overtime).

### **Article 49 Posting of Vacancies**

The City will fill all bargaining unit vacancies consistent with this MOU. The City agrees to conduct a competitive process for any bargaining unit vacancy, including internal recruitment opportunities, during the life of this agreement.

- During the first five working days of posting, only regular employees may submit applications.
- If three qualified applicants are not found, the recruitment may be opened to only regular employees and project employees for five working days, or be opened to all internal and external applicants at the Department Director's discretion.

### **Article 50 Separability**

If any provision of this agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect, except that either party to the agreement may request the other party to meet and confer in regard to amending the agreement to replace the provisions declared void or unenforceable. However, there will be no obligation on either party to agree on a replacement provision.

### **Article 51 Performance Evaluations**

Five (5) rating levels with measurable criteria and detailed definitions have been established to ensure consistency in the evaluation process throughout all City departments. Should there be a change to the rating categories as a result of revisions to the City's Performance Evaluation format, the City agrees to meet and confer to discuss needed adjustments to Article 10.2.

All managers and supervisors will be trained in communication skills to enhance their ability/knowledge to give employees the tools needed to achieve acceptable rating levels and maintain a successful career path within 90 days of becoming a manager or supervisor of a bargaining unit member. Bargaining Unit members working in a supervisory position may conduct performance evaluations for other bargaining unit members; however, those in lead roles shall only provide input to managers and/or supervisors conducting performance evaluations.

If an employee's overall rating drops two (2) rating levels from one evaluation period to the next evaluation period – the employee has the right to appeal the rating with representation from both the Union and the City Manager's office present.

When there is a change with whom a bargaining unit member reports to, their evaluation for that rating period will be completed in the following manner:

- a. The evaluation will be completed by the supervisor that had the employee under their supervision the most during that 12-month period.
- b. The new supervisor will provide input and establish a new set of goals/objectives.
- c. The employee's evaluation date will not change unless the change to a new supervisor is due to a promotion.

## **Overdue Evaluations**

An overdue evaluation report will be given to the Union Chief Steward, by Human Resources Department, on a mutually agreed upon schedule. Human Resources Department and the Union will work cooperatively to ensure the timely receipt of annual evaluations. At 60 days past the official evaluation due date, the Director of Human Resources will meet with the appropriate Department Director, of the affected employee, at which time a date will be determined to give the evaluation and the employee notified of the determined date. If an annual evaluation becomes 90 days overdue, an automatic step increase will be given (if applicable). The Union can initiate payment by contacting Human Resources. If an extenuating circumstance exists, the manager will discuss this with the affected employee and will come to a mutually agreed upon extension. If any evaluation becomes 120 days overdue, it may be subject to the Union filing a grievance.

## **Article 52 Personnel Rules and Policies**

The City shall submit any proposed changes to Personnel Rules to the Union prior to implementation.

## **Article 53 Notice to Meet and Confer on Policy Changes**

The City shall meet and confer on any policy change that comes within the scope of representation under the Meyers-Milias-Brown Act (MMBA).

## **Article 54 Reporting Project Employee Hours**


The City shall provide a quarterly report to Union Leadership, outlining Project Employee Titles, Department, and year-to-date Hours Worked.


Posting of Agreement

A copy of this agreement will be initially distributed to all represented employees and given to all new employees hired into the unit after the date of adoption.

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 it.

For the City:


  
\_\_\_\_\_  
Greg Butler  
Assistant City Manager

  
\_\_\_\_\_  
Isaac Garibay  
Human Resources Manager


  
\_\_\_\_\_  
Jennifer Hennessy  
Finance Director

  
\_\_\_\_\_  
Charles Walker  
Economic Development Analyst

For the Union:

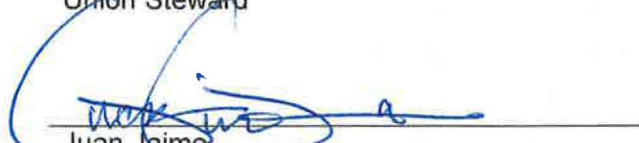
  
\_\_\_\_\_  
Chester Mordasini  
President, Teamsters Local 911

  
\_\_\_\_\_  
Graciela Mata Gomez  
Consultant, Teamsters Local 911

  
\_\_\_\_\_  
Leslie Wytrykus  
Union Steward

  
\_\_\_\_\_  
William Becerra, Jr.  
Union Steward

  
\_\_\_\_\_  
Tom Cole  
Union Steward

  
\_\_\_\_\_  
Juan Jaime  
Union Steward

## Appendix A - Represented Classifications for Regular Employees

|  |  |
|--|--|
| Accountant I *                               | Landscape Inspector I                      |
| Accountant II *                              | Landscape Inspector II                     |
| Accounting Assistant                         | Lead Maintenance                           |
| Accounting Support Supervisor                | Maintenance Worker I                       |
| Accounting Technician I *                    | Maintenance Worker II                      |
| Accounting Technician II *                   | Management Aide I                          |
| Administrative Assistant                     | Management Aide II                         |
| Aquatics Coordinator                         | Management Aide III                        |
| Aquatics Supervisor I *                      | Management Assistant                       |
| Aquatics Supervisor II *                     | Office Specialist I *                      |
| Assistant Engineer I *                       | Office Specialist II *                     |
| Assistant Engineer II *                      | Park Ranger I                              |
| Assistant Planner                            | Park Ranger II                             |
| Associate Civil Engineer                     | Park Ranger III                            |
| Associate Engineer I                         | Plan Checker                               |
| Associate Engineer II                        | Planning Technician                        |
| Associate Planner I                          | Public Works Inspector I                   |
| Associate Planner II                         | Public Works Inspector II                  |
| Building Inspector I                         | Purchasing Assistant                       |
| Building Inspector II                        | Purchasing Supervisor                      |
| Business License Assistant                   | Records Coordinator                        |
| Business License Supervisor                  | Records Supervisor                         |
| Business License Technician                  | Records Technician                         |
| Buyer I *                                    | Senior Accountant                          |
| Buyer II *                                   | Senior Accounting Technician               |
| Cashier                                      | Senior Administrative Assistant            |
| Code Enforcement Officer I                   | Senior Building Inspector                  |
| Code Enforcement Officer II                  | Senior Business License Technician         |
| Community Development Processing Supervisor  | Senior Buyer                               |
| Community Development Services Technician I  | Senior Code Enforcement Officer            |
| Community Development Services Technician II | Senior Community Development Services Tech |
| Community Services Assistant                 | Senior Fire Inspector                      |
| Community Services Coordinator I *           | Senior IT Specialist                       |
| Community Services Coordinator II *          | Senior Landscape Inspector                 |
| Community Services Specialist I *            | Senior Office Specialist                   |
| Community Services Specialist II *           | Senior Public Works Inspector              |
| Community Services Supervisor I *            | Senior Records Coordinator                 |
| Community Services Supervisor II *           | Senior Signal Technician                   |
| Construction Manager                         | Senior Support Services Technician         |
| Custodian I                                  | Signal Technician I *                      |
| Custodian II                                 | Signal Technician II *                     |
| Engineering Technician I *                   | Supervising Park Ranger                    |
| Engineering Technician II *                  | Supervising Public Works Inspector         |
| Field Supervisor (Building, Code, Fire)      | Support Services Assistant                 |

|  |                                    |
|--|------------------------------------|
| Field Supervisor (Streets, Parks, Facilities, Traffic Signals, Landscape Inspection) | Support Services Supervisor        |
| Fire Inspector I   | Support Services Technician        |
| Fire Inspector II  | Theater Technical Assistant        |
| IT Specialist I *  | Theater Technical Coordinator I *  |
| IT Specialist II *   | Theater Technical Coordinator II * |
| IT Supervisor  | Theater Technical Specialist I *   |
| IT Technician I *  | Theater Technical Specialist II *  |
| IT Technician II *   |                                    |
| *Flexibly staffed position.  |                                    |

Any additions, removals, or changes to Appendix A of the MOU is subject to meet and confer with Teamsters Local 911, and subject to provisions set forth in City Employer-Employee Resolution 93-38 adopted by City 5/11/1993.

### Appendix B – Y-Rated Employees

| <b>Employee Name</b> | <b>Classification</b>                                       |
|----------------------|---|
| Denise Jacobo        | Administrative Assistant (Y-Rate)                           |
| Judy McNabb          | Administrative Assistant (Y-Rate)                           |
| Shelley Pollak       | Administrative Assistant (Y-Rate)                           |
| Shirley Robinson     | Administrative Assistant (Y-Rate)                           |
| Sam Sek              | Custodian II (Y-Rate)                                       |
| Jerzy Kanigowski     | Management Assistant (Y-Rate)                               |
| Theresa Harris       | Senior Community Development Processing Technician (Y-Rate) |
| Stephen “Jay” Oldham | Senior Public Works Inspector (Y-Rate)                      |